LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, AUGUST 05, 2021
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/89465194612?pwd=QzRYai9JOFpVTHBidWM2c1g3ZlU3UT09
Meeting ID: 894 6519 4612 / Passcode: 917624

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

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

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

Members of the Public may attend the meeting in person at the Greg Hunewill Lyon County Commission Chambers, 27 S. Main Street, Yerington, Nevada.

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 John Poundstone of Joy Church

3. Pledge of Allegiance

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

5. For Possible Action: Review and adoption of agenda

6. Time Certain

- 2021 Service Awards

6.b. Time Certain at 9:30 A.M. For Discussion Only: Report from Carson City Health and Human Services on the status of COVID-19 in Lyon County (Requested by Commissioner Henderson)

6.c. Time Certain at 10:30AM: For Possible Action: Discussion and possible action on an ordinance of the Board of County Commissioners of Lyon County, Nevada, designated by the short title “2021 Sewer Bond Ordinance”; providing for the issuance of its General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021, in the maximum aggregate principal amount of $20,000,000; providing for the form, terms and conditions thereof; providing for the levy and collection of annual general (ad valorem) taxes for the payment of the bonds; additionally securing their payment by a pledge of revenues derived from the County’s Utility System of which the financed project is a
7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Present a spotlight award to Wynne Prindle, the Silver-Stage Library Branch Manager for her successful completion of a Master's Degree in Library and Information Science from the University of North Texas.

7.b. For Presentation Only: Recognize Lyon County Human Services staff for their remarkable efforts in response to the Tamarack Fire Evacuation Center in Smith Valley. (Becky Boehner, Bob Hastings, Colleen Duvall, Carly Thom, Diana Moore, Debby Stevens, Heather Benson, Jenna Dykes, Jennifer Thomas, Kaleigh Swinford, Larry Jobe, Lucrecia Salguero, Mandy Birmingham, Misty Crank, Michelle Entz, Mikelynn McKinney, Natasha Hemenway, Penny Valiska, Rachel Rameriz, Rhonda Smith, Rebecca Williams, Susan Cottingham, Sharyn Duncan, and Tiffany Mazza)

8. Commissioners/County Manager reports

9. Elected Official’s reports

9.a. Dayton Justice Court
   - Civil, Criminal & Monthly Statistics June 2021

10. Appointed Official’s reports

11. Advisory Board reports

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

12. For Possible Action: Approve County Commission Minutes

12.a. For Possible Action: Approve the July 1, and the July 15 2021 minutes.
   - July 1, 2021 Minutes
   - July 15, 2021 Minutes

13. Contracts

13.a. For Possible Action: Accept and award the 2021 RTC Pavement Maintenance Project to Sierra Nevada Construction for the amount of $3,144,007.00
   - Letter of Recommendation to Award
   - Notice of Award
   - Agreement

13.b. For Possible Action: To authorize the County Manager to sign the contract with SIMERSON for the Lyon County Jail Modification project in the amount of $99,869.00. SIMERSON was the lowest responsive and responsible bidder on the project.
   - Memo to BOCC Jail project
- Contract Simerson Jail
- Detention Facility Modifications

13.c. For Possible Action: To approve amendment No. 1 to Task Order 112 with Farr West Engineering for engineering services during construction of the highway 50 water main replacement phase 1A project in an amount not to exceed $106,100 with funding from the Dayton Water Fund (David Bruketta).
- Amendment 1 to Task Order 112 with Farr West

13.d. For Possible Action: Approve a contract to Lumos & Associates for materials testing services for the highway 50 water main replacement phase 1A project in Dayton for an amount not to exceed $28,000 with funding from the Dayton Water Fund (David Bruketta).
- Contract with Lumos and Associates for materials testing

13.e. For Possible Action: Approve amendment No. 1 to Task Order 107 to Farr West Engineering for engineering services during construction of the Upper Dayton Tank and Lower Dayton Tank Rehabilitation Project in an amount not to exceed $71,300 with funding from the Dayton Water Fund (David Bruketta).
- Amendment No 1 to Task Order 107 to Farr West

13.f. For Possible Action: Approve a contract for $4,000 with Reno Vegas Entertainment LLC to provide entertainment services at the Lyon County Fair & Rodeo.
- Reno Vegas Entertainment Contract 2021

13.g. For Possible Action: Approve a contract for $5,000 with A Walk on the Wild Side to provide entertainment services at the Lyon County Fair & Rodeo.
- Walk on the Wild Side Contract 2021

13.h. For Possible Action: Approve a contract for $2,000 with Caleb Kondor to provide entertainment services at the Lyon County Fair & Rodeo.
- Caleb Kondor Contract 2021

14. Grants

14.a. For Possible Action: Accept grant award amendment from Housing Division of the Department of Business and Industry, State of Nevada, for Low-Income housing Trust Funds increasing the award period to June 30, 2022.
- 2019 LIHTF LCHS 1st Amendment BOCC

14.b. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Office of Grants Management Unit for SFY2022, in the amount of $67,830 for Family Planning.
- SFY22 Family Planning Services Notice of Subaward

14.c. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $58,143.00.
- FY2022 FASTT Grant Award

14.d. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, for FY2022 in the amount of $105,251.00, with no county match required, for the Fund Healthy Nevada – ILG Program.
- FY22 Lyon County FHN-ILG

15. Other Consent Items
15.a. For Possible Action: Review and accept claims and financial reports.
   - Cash Report 7-15-21
   - Claims Report 7-1-21 to 7-15-21

15.b. For Possible Action: Review and accept travel claims.
   - Travel Report 7-1-21 to 7-15-21

15.c. For Possible Action: Appoint Commissioner Dave Hockaday to the Nevada Secure Rural Schools Resource Advisory Committee of the Humboldt-Toiyabe National Forest

   - Jail Inspection Report of June 2021

15.e. For Possible Action: Adopt Resolution joining with the District Attorney to refer a case to the Nevada Attorney General for investigation and/or prosecution because of an actual or perceived conflict of interest in the District Attorney’s Office.
   - NRS 228.130
   - Transfer Case to AG Resolution - 21YE-0385

15.f. For Possible Action: Approve the Pig Fest 2021 Outdoor Festival Permit to be held at the Dayton Rodeo Grounds, 500 Schaad Ln. Dayton NV 89403. Estimated 400-500 people September 17th from 6pm-11pm & 18th from 12am-11pm.
   - Outdoor Festival Application

15.g. For Possible Action: Approve budgets for Churchill, Dayton, Fernley, Mason Valley and Smith Valley groundwater basins.
   - 2022 State Engineer groundwater basins letter

**END OF CONSENT AGENDA**

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

16. Planning

16.a. For Possible Action – Lyon County Community Development Department – 2020 Lyon County Comprehensive Master Plan update – Discussion and possible action regarding adoption of the 2020 update of Lyon County Comprehensive Master Plan.
   - Presentation

16.b. For Possible Action – Lyon County Community Development Department - Review, proposal and Discussion regarding an amendment to Title 15 – An Ordinance Amending Lyon County Code Title 15, Chapter 312 Section 6, NR (Neighborhood Residential 4,500 square foot minimum) and NR-H Neighborhood Residential 4,500 square foot minimum) limiting the instances where the NR zoning and the NR land use and development standards are allowed.
   - Staff Memo
   - Draft Ordinance Title 15 Land Use & Development Code Amendments NR Zoning

16.c. For Possible Action – Lyon County Community Development Department - Review, proposal and Discussion regarding an amendment to Title 15 – An Ordinance Amending Lyon County Code Title 15, Chapter 349 Planned Unit Development (PUD) amending the calculation of allowable residential density based on net acreage to gross density.
   - Staff Memo
16.d. For Possible Action – Lyon County Community Development Department – Review, proposal and Discussion regarding an amendment to Title 15 – An Ordinance Amending Lyon County Code Title 15, Chapter 203 Variances amending the authority of the final decision on a major variance application from the Planning Commission to the Board of Commissioners.
- Staff Memo
- Draft Ordinance Title 15 Land Use & Development Code Amendment Variances

**END OF PLANNING APPLICATIONS**

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

17. Board Appointments and Resignations

17.a. For Possible Action: Accept resignation from Donnette Huselton from the Smith Valley Advisory Board.
- Donnette Huselton, Letter of Resignation

17.b. For Possible Action: Accept resignation from Rachel Henderson from the Silver City Advisory Board and the Central Lyon County Parks Advisory Board.
- Rachel Henderson, Letter of Resignation

17.c. For Possible Action: Appoint a member to the Stagecoach Advisory Board, with a term expiring December 31, 2022.
- Neil Block, Application
- Grace Frank, Application

17.d. For Possible Action: Appoint a member to the Mound House Advisory Board, with a term expiring December 31, 2022.
- John A. Diffenbaugh Application

18. County Manager

18.a. For Possible Action: To approve the United States Forest Service proposal to merge the Lyon-Mineral Resource Advisory Committee with the 2 other Nevada Rural Resource Advisory Committees to form 1 Resource Advisory Committee.
- Proposal

18.b. For Possible Action: Approve the Nevada Agreement on Allocation of Opioid Recoveries.
- One Nevada Agreement on Opioid Recoveries

18.c. For Possible Action: To approve a proclamation to name the Justice Complex at 911 Harvey Way, Yerington, NV as the Donald J. Trump Justice Complex. (Requested by Commissioner Keller)
- Donald J. Trump Justice Complex Proclamation

18.d. For Possible Action: Direct staff to proceed forward with a Dayton government complex on the Mira Vida Property on Dayton Valley Road, including changing zoning on the property.
- Mira Vida County Parcel PUD Amendment Memo

19. Comptroller

19.a. For Possible Action: Approve a services contract for Lyon County to provide IT services to the City of Yerington for $2,000 per month, effective September 1, 2021.
20. Human Resources
20.a. For Possible Action: Approve revisions to Lyon County Personnel Policy Manual.
- Revised Personnel Policy Manual (Track Changes)

21. Other
21.a. For Possible Action: Propose ordinance establishing the procedure for selection of an appraiser in Lyon County for use when the county desires to purchase or sell county property.
- Proposed Appraiser Ordinance
- NRS244.2795

RECESS TO RECONVENE AS WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

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

23. Utilities
23.a. For Possible Action: Award a contract to Farr Construction Corporation dba Resource Development Company for the Willowcreek Lift Station Liner Rehabilitation Project in an amount not to exceed $60,100 with funding from the Willowcreek GID Fund (David Bruketta).
- Notice of Award to RDC
- Recommendation of award to RDC
- Contractor Agreement to RDC with exhibits

24. For Possible Action Review and Accept Claims and Financial Report
24.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 7-15-21
- Claims Report 7-1-21 to 7-15-21

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

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

26. Agenda Requests

27. Commissioner Comments
28. 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.

29. 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.

30. Adjourn

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

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

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

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

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

Lyon County is an equal opportunity provider.

Agenda and Backup Material is
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
6.a

Subject:
Time Certain for 9:15 AM: For Presentation Only: Recognize employees who hit service milestones with Lyon County.

Summary:
At the beginning of each fiscal year, Lyon County recognizes employees who hit the following service milestones in the previous year: 5, 10, 15, 20, 25, 30, or 35 years of service. Attached is this year's list.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Recognize employees for their loyalty and service to Lyon County.

ATTACHMENTS
- 2021 Service Awards
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<th>Name</th>
<th>Position</th>
<th>Department</th>
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<td>35</td>
<td>Jeff Page</td>
<td>County Manager</td>
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<td>Katherine Thomas</td>
<td>Sr District Court Clerk</td>
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<td>Kirk Stanton</td>
<td>Road Maintenance Supervisor</td>
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<td>Chris Smith</td>
<td>Chief Deputy Recorder</td>
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<td>Daniel Lynch</td>
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<td>Richard Eichhorn</td>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
6.b

Subject:
Time Certain at 9:30 A.M. For Discussion Only: Report from Carson City Health and Human Services on the status of COVID-19 in Lyon County (Requested by Commissioner Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
  •
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
6.c

Subject:
Time Certain at 10:30AM: For Possible Action: Discussion and possible action on an ordinance of the Board of County Commissioners of Lyon County, Nevada, designated by the short title “2021 Sewer Bond Ordinance”; providing for the issuance of its General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021, in the maximum aggregate principal amount of $20,000,000; providing the form, terms and conditions thereof; providing for the levy and collection of annual general (ad valorem) taxes for the payment of the bonds; additionally securing their payment by a pledge of revenues derived from the County’s Utility System of which the financed project is a part; and providing for adoption as if an emergency existing.

Summary:
This is the next step in issuing the $20,000,000 in bonds for the Dayton Sewer projects of the Rolling A Expansion, Lift Station 2 Replacement, and Effluent Disposal.

Financial Department Comments:
This needs to pass by a 2/3 majority vote. This bond is necessary for sufficient funding for the three projects, which need to occur to stay in compliance with NDEP requirements.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Bond Ordinance
Summary - An ordinance authorizing the issuance by Lyon County, Nevada of its General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021, and providing other matters relating thereto.

BILL NO. _______

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA, DESIGNATED BY THE SHORT TITLE “2021 SEWER BOND ORDINANCE”; PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2021; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE COUNTY’S UTILITY SYSTEM OF WHICH THE FINANCED PROJECT IS A PART; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING OTHER MATTERS RELATING THERETO.

(1) WHEREAS, Lyon County, Nevada (the “County” and the “State,” respectively) was created as a county pursuant to Nevada Revised Statutes (“NRS”) 243.230 and is operating as a county, a political subdivision under the laws of the State; and

(2) WHEREAS, the County now owns and operates a municipal sanitary sewer system (the “Sewer System”) and municipal water system (the “Water System”, collectively, the “Utility System”); and

(3) WHEREAS, pursuant to NRS 244A.011 through 244A.065, (the “County Bond Law”) and NRS Chapter 350 and all laws amendatory thereof, which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the “Bond Act”), the Board of County Commissioners of the County (the “Board”) is authorized to borrow money and to issue general obligation bonds of the County for the purpose of defraying wholly or in part the cost of acquiring, constructing, improving and equipping sewerage projects as provided in NRS 244A.0505 (the “Project”); and
(4) WHEREAS, pursuant to NRS 350.011 to 350.0165, inclusive (the “Bond Commission Act”), the Board submitted to the Debt Management Commission of Lyon County (the “Commission”) the County’s proposal to issue its general obligation (limited tax) sewer bonds (additionally secured by pledged revenues) in the maximum principal amount of $20,000,000 (the “Proposal”); and

(5) WHEREAS, the Commission has heretofore duly approved the Proposal; and

(6) WHEREAS, pursuant to NRS 350.020(3), the County has published a notice of its intent to issue up to $20,000,000 of general obligation sewer bonds, and no petition in conformity with NRS 350.020(3) requesting an election on the bonds was presented to the Board within 90 days after such publication; and

(7) WHEREAS, none of the general obligation sewer bonds contemplated by the Proposal have previously been sold; and

(8) WHEREAS, the Board is therefore authorized by the Bond Act, and NRS 350.020(3) without any further preliminaries:

(A) To commence the Project;

(B) To issue and sell the County’s registered, negotiable Lyon County, Nevada General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021 in the maximum aggregate principal amount of $20,000,000 (the “Bond” or the “Bonds”) for the Project; and

(C) To exercise the incidental powers provided in the Bond Act in connection with the powers authorized therein as otherwise expressly provided therein; and

(9) WHEREAS, the County requested the Director (the “Director”) of the Department of Conservation and Natural Resources (the “Department”) as Administrator of the State of Nevada Account to Finance the Construction of Treatment Works and the Implementation of Pollution Control Projects (the “Revolving Fund”) pursuant to NRS 445A.060 to 445A.160, inclusive (the “Project Act”), to make a loan to the County by purchasing the Bond in the maximum principal amount of $20,000,000 to finance the Project; and
(10) WHEREAS, the Director, upon approval of the Director of the Office of Finance, Office of the Governor, authorized a loan to the County in the maximum principal amount of $20,000,000; and

(11) WHEREAS, the County intends to hereby authorize the issuance of the Bond in the principal amount as set forth in the Loan Contract (as defined herein) not to exceed $20,000,000 to evidence the obligation to repay the loan from the Revolving Fund; and

(12) WHEREAS, the Bond Act, the Project Act and NRS 350.105 to 350.195, inclusive, permit the Bond to be sold at private sale to the State; and

(13) WHEREAS, after private negotiation pursuant to the Bond Act and the Project Act, the Board has determined to sell the Bond to the State for a price equal to the principal amount of the Bond as set forth in the Loan Contract (as defined herein) and otherwise upon the terms provided below and in the Loan Contract; and

(14) WHEREAS, the effective interest rate on the Bond shall not exceed by more than 3% the “Index of Twenty Bonds” which was most recently published in The Bond Buyer before a negotiated offer is accepted for the Bond; and

(15) WHEREAS, the Bond will constitute a general obligation of the County (as more fully described herein) and payment of the principal of, interest on and redemption premiums due in connection with the Bond shall be paid from the Net Revenues (as defined herein) of the County’s Utility System of which the Project is a part (collectively, the “Pledged Revenues”); and

(16) WHEREAS, the County has previously issued its Lyon County, Nevada General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2014 (the “2014 Bonds”) and its Lyon County, Nevada General Obligation (Limited Tax) Sewer Refunding Bond (Additionally Secured by Pledged Revenues), Series 2015 (the “2015 Bond”) with a lien on the Net Revenues (as defined herein) of the Utility System on a parity with the lien thereon of the Bond; and

(17) WHEREAS, the County has previously issued its Lyon County, Nevada, Sewer Revenue Bond, Series 2016 (the “2016 Bond”) within a lien on the net revenues of the
Sewer System superior and senior to the lien thereon of the Bond, the 2015 Bond and the 2014 Bonds; and

(18) WHEREAS, the Bonds will be evidenced by a single registered Bond; and

(19) WHEREAS, the Board hereby elects to have the provisions of Chapter 348 of NRS (the “Supplemental Bond Act”) apply to the Bond; and

(20) WHEREAS, the Board has determined and hereby declares:

(A) It is necessary and for the best interests of the County to effect the Project and to issue the Bond;

(B) Each of the limitations and other conditions to the issuance of the Bond in the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

(21) WHEREAS, the Board has found and determined and hereby declares:

(A) This ordinance pertains to the sale, issuance or payment of the Bond;

(B) Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of subsection 2, of NRS 350.579; and

(C) This ordinance may accordingly be adopted as if an emergency now exists by an affirmative vote of not less than two-thirds of all of the voting members of the Board (excluding from any such computation any vacancy on the Board and any member thereof who may vote only to break a tie vote), and this ordinance may become effective at any time when an emergency ordinance of the County may go into effect.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LYON, IN THE STATE OF NEVADA, DO ORDAIN:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the “2021 Sewer Bond Ordinance.”

SECTION 2. Definitions. The terms in this Section, in the preambles hereof and elsewhere in this Ordinance are defined for all purposes of this Ordinance and of any instrument
amendatory hereof or supplemental hereto, and of any other instrument or any other document relating hereto, except where the context by clear implication otherwise requires, shall have the meanings in this Section and in said preambles specified:

“Additional Securities” means collectively any Superior Securities, any Parity Securities and any Subordinate Securities, to the extent issued in accordance with the terms, conditions and limitations hereof.

“Bond Year” means the 12 month period commencing on January 1 of a calendar year and ending on December 31 of the following calendar year.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System, is located in the United States, and has a capital and surplus of $10,000,000 or more, including, without limitation, any Trust Bank.

“Cost of the Project” means all or any part designated by the Board for the cost of the Project (as such Project is defined in the preambles above), or interest therein, which cost, at the option of the Board, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the County from money available for use therefor, or advanced by the Federal Government, or from any other source, with the approval of the Board;

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(c) The costs of premiums on builders’ risk insurance and performance bonds, or a reasonably allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help or other agents or employees;
(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of the Bond and any other securities relating to the Project, and bank fees and expenses;

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bond or other securities relating to the Project of any operation and maintenance expenses appertaining to the Project and of any interest on the Bond or other securities relating to the Project for any period not exceeding the period estimated by the Board to effect the Project plus one year, of any discount on the Bond or such other securities, and of any reserves for the payment of the principal of and interest on the Bond or such other securities, of any replacement expenses, and of any other cost of the issuance of the Bond or such other securities;

(h) The costs of amending any ordinance or other instrument authorizing the issuance of or otherwise appertaining to outstanding bonds or other securities of the County;

(i) The costs of funding any medium-term obligations, construction loans and other temporary loans of not exceeding ten years appertaining to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises and any hook-up fees;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the
Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(l) The administrative expenses and issuance costs of the State Treasurer through the Department of Conservation and Natural Resources relevant to its making a loan for the Project; and

(m) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Board including rebates to the United States under Section 148 of the Tax Code.

“County Clerk” means the de jure or de facto county clerk of the County and designated as such by the County, presently the Clerk/Treasurer, or such officer’s successor in functions, if any.

“County Treasurer” means the de jure or de facto treasurer of the County and designated as such by the County, presently the Clerk/Treasurer, or officer’s successor in functions, if any.

“Department” means the State of Nevada Department of Conservation and Natural Resources acting by and through the Nevada Division of Environmental Protection.

“Director” means the Director of the Department of Conservation and Natural Resources as Administrator of the State of Nevada Account to Finance the Construction of Treatment Works and the Implementation of Pollution Control Projects.

“Federal Government” means the United States, or any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

“Fiscal Year” means the 12 months commencing on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year; but if the Nevada Legislature changes the statutory fiscal year relating to the County, the Fiscal Year shall conform to such modified statutory fiscal year from the time of each such notification, if any.
“General Taxes” means general (ad valorem) taxes levied by the County against all taxable property within the boundaries of the County (unless otherwise qualified).

“Gross Revenues” means all income and revenues derived directly or indirectly by the County from the operation and use and otherwise pertaining to the Utility System or any part thereof.

“Net Revenues” means the Gross Revenues remaining after the deduction of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the County, paid or accrued, of operating, maintaining and repairing the Utility System, including without limitation:

(a) engineering, auditing, reporting, legal and other overhead expenses relating to the administration, operation and maintenance of the Utility System;

(b) fidelity bond and property and liability insurance premiums pertaining to the Utility System or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the Utility System;

(c) payments to pension, retirement, health and hospitalization funds, and other insurance and to any self-insurance fund as insurance premiums not in excess of such premiums which would otherwise be required for such insurance;

(d) any general taxes, assessments, excise taxes or other charges which may be lawfully imposed upon the County, the Utility System, revenues therefrom or the County’s income from or operations of any properties under its control and pertaining to the Utility System, or any privilege in connection with the Utility System or its operations;

(e) the reasonable charges of any Paying Agent or Registrar and any other depository bank pertaining to the Bond or
any other securities payable from Gross Revenues or otherwise pertaining to the Utility System;

(f) contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the Utility System or to the issuance of the Bond, or any other securities relating to the Utility System, including, without limitation, the expenses and compensation of any receiver or other fiduciary under the Bond Act;

(g) the costs incurred by the Board in the collection and any refunds of all or any part of Gross Revenues;

(h) any costs of utility services furnished to the Utility System;

(i) any lawful refunds of any Gross Revenues; and

(j) all other administrative, general and commercial expenses pertaining to the Utility System;

but excluding:

(i) any allowance for depreciation;

(ii) any costs of extensions, enlargements, betterments and other improvements, or any combination thereof;

(iii) any accumulation of reserves for major capital replacements, other than normal repairs;

(iv) any reserves for operation, maintenance or repair of the Utility System;

(v) any allowance for the redemption of any bond or other security evidencing a loan or other obligation or for the payment of any interest thereon or any prior redemption premium due in connection therewith;

(vi) any liabilities incurred in the acquisition or improvement of any properties comprising any project or of any existing facilities,
or any combination thereof, pertaining to the Utility System, or otherwise; and

(vii) any liabilities imposed on the County for any grounds of legal liability not based on contract, including, without limitation, negligence in the operation of the Utility System.

“Outstanding” when used with reference to the Bonds or any other designated securities payable from Net Revenues and as of any particular date means all of the Bonds or other securities in any manner theretofore and thereupon being executed and delivered:

(a) Except any bond or other security canceled by the County, the Paying Agent or otherwise on the County’s behalf, at or before such date;

(b) Except any bond or other security for the payment or the redemption of which moneys at least equal to its Bond Requirements to the date of maturity or to any Redemption Date shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 55 hereof; and

(c) Except any bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered.

“Parity Securities” means bonds or securities of the County pertaining to the Utility System which have a lien on the Net Revenues that is on a parity with the lien thereon of the Bond, including, but not limited to, the 2015 Bond, the 2014 Bonds, and any bonds or securities hereafter issued on a parity with the lien of the Bond, to the extent issued in accordance with the terms, conditions and limitations hereof.

“Paying Agent” means the County Treasurer or any successor thereto as paying agent for the Bond.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State or any other body corporate and politic other than
the County), partnership, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Purchaser” means the State of Nevada, acting by and through the Director of the Department of Conservation and Natural Resources as Administrator of the Account to Finance the Construction of the Treatment Works and Implementation of Pollution Control Projects of the State of Nevada.

“Redemption Date” means a date fixed for the redemption prior to their respective maturities of any Bonds (or installments in the case of a single bond) or other designated securities payable from any Net Revenues in any notice of prior redemption or otherwise fixed and designated by the County.

“Redemption Price” means, when used with respect to a Bond or other designated security payable from any Net Revenues, the principal amount thereof plus accrued interest thereon to the Redemption Date plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond (or installment due date in the case of a single bond) or other security on a Redemption Date in the manner contemplated in accordance with the security’s terms.

“Registrar” means the County Treasurer or any successor thereto as registrar for the Bond.

“Revolving Fund” means the Account to Finance the Construction of Treatment Works and the Implementation of Pollution Control Projects of the State of Nevada created by NRS 445A.120.

“Sewer System” means the sanitary sewer system of the County, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the County through purchase, construction or otherwise, and used in connection with such system of the County, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the County, including, without limitation, improvements, machinery, apparatus, structures, buildings and related or appurtenant furniture, fixtures and other equipment, as such system is from time to time extended, bettered or otherwise improved, or any combination thereof.
“Subordinate Securities” means bonds or securities of the County pertaining to the Utility System which have a lien on the Net Revenues that is subordinate and junior to the lien thereon of the Bond, the 2015 Bond, the 2014 Bonds, and any Parity Securities hereafter issued, to the extent issued in accordance with the terms, conditions and limitations hereof.

“Superior Securities” means the 2016 Bond and bonds or securities of the County pertaining to the Utility System or any portion thereof which have a lien on all or a portion of the Net Revenues that is superior and senior to the lien thereon of the Bond, the 2015 Bond, the 2014 Bonds, and any Parity Securities hereafter issued, to the extent issued in accordance with the terms, conditions and limitations hereof. Currently, the 2016 Bond has a lien on the net revenues of the Sewer System superior and senior to the lien thereon of the Bond, the 2015 Bond, the 2014 Bonds and any Parity Securities hereafter issued.


“Trust Bank” means a Commercial Bank, which bank is authorized to exercise and is exercising trust powers, and also means any branch of the Federal Reserve Bank.

“Utility System” means the Water System together with the Sewer System.

“Water System” means the water system of the County, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the County through purchase, construction or otherwise, and used in connection with such system of the County, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the County, including, without limitation, improvements, machinery, apparatus, structures, buildings and related or appurtenant furniture, fixtures and other equipment, as such system is from time to time extended, bettered or otherwise improved, or any combination thereof.

Other capitalized terms used herein shall have the meanings given to such terms in the text hereof, except where the context by clear implication otherwise requires.

SECTION 3. Sale of Bond; Approval of Loan Contract. The sale of the Bond to the State on the terms provided herein and in accordance with the Clean Water State Revolving Fund Loan Contract, Contract No. CW2201 (the “Loan Contract”) between the Department and
the County, to be executed by the County Comptroller, or in his absence, the County Manager, on behalf of the County, is hereby approved and accepted in substantially the form as is now on file in the office of the County Comptroller, with such changes as are approved by the County Comptroller or the Count Manager, whose execution thereof shall constitute conclusive evidence of the approval of such changes.

SECTION 4. Ratification. All action heretofore taken by the Board and the officers of the County directed toward the Project and toward the issuance, sale and delivery of the Bond is hereby ratified, approved and confirmed.

SECTION 5. Estimated Life of Facilities. The Board, on behalf of the County, has determined and does hereby declare:

A. The estimated life or estimated period of usefulness of the Project to be acquired with the Bond is not less than 21 years; and

B. The Bond shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 6. Necessity of Project and Bond. It is necessary and in the best interests of the Board, its officers, and the inhabitants of the County, that the County effect the Project and defray wholly or in part the cost thereof by the issuance of the Bond therefor; and it is hereby so determined and declared.

SECTION 7. Authorization of Project. The Board hereby authorizes the Project.

SECTION 8. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bond by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the County and the registered owners from time to time of the Bond.

SECTION 9. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.
SECTION 10. **General Obligations.** All of the Bonds, as to the principal thereof, the interest thereon and any prior redemption premiums due in connection therewith (the “Bond Requirements”), shall constitute general obligations of the County, which hereby pledges its full faith and credit for their payment. So far as possible, Bond Requirements shall be paid from Net Revenues of the Utility System of which the Project is a part (the “Pledged Revenues”). However, the Bond as to all Bond Requirements shall also be payable from the General Taxes (except to the extent that other moneys such as Net Revenues are available therefor) as herein provided.

SECTION 11. **Limitations upon Security.** The payment of the Bond is not secured by an encumbrance, mortgage or other pledge of property of the County, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bond. No property of the County, subject to such exception, shall be liable to be forfeited or taken in payment of the Bond.

SECTION 12. **No Recourse Against Officers and Agents.** No recourse shall be had for the payment of the Bond Requirements of the Bond or for any claim based thereon or otherwise upon this Ordinance authorizing its issuance or any other instrument relating thereto, against any individual member of the Board or any officer or other agent of the Board or County, past, present or future, either directly or indirectly through the Board or the County, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bond and as a part of the consideration of its issuance specially waived and released.

SECTION 13. **Authorization of Bond; Single Bond.** For the purpose of providing funds to pay all or a portion of the cost of the Project, the County shall issue its “Lyon County, Nevada, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021” in the aggregate principal amount set forth in the Loan Contract (not to exceed $20,000,000). The obligations of the County hereunder shall be represented in the form of one, registered, negotiable Bond, numbered R-1. The Bond shall be issued in the form substantially set forth in Section 22 hereof.
SECTION 14. Bond Details. The Bond shall be issued as a single bond in fully registered form, i.e., registered as to both principal and interest, in compliance with Section 149 of the Tax Code, and the regulations of the Secretary of the Treasury thereunder. The Bond shall be dated initially as of the date of delivery thereof to the State, and shall be issued in the maximum principal amount of $20,000,000 or such lesser amount as shall represent the aggregate principal amount advanced under the Loan Contract as shown on the principal advance panel appended to the Bond. The Bond shall bear interest at the rate per annum as set forth in the Loan Contract on the unpaid principal advanced from the date or dates of each advance until the principal thereof is paid in full. Interest payments shall be payable semiannually on January 1 and July 1 of each year commencing on the January 1 or July 1 which is at least 30 days immediately succeeding the date of the first principal advance made to the County under the Loan Contract. Principal payments shall be payable semiannually on January 1 and July 1, commencing on the first January 1 or July 1, which is at least 30 days immediately following the earlier of: (i) the date the County draws the maximum principal amount as set forth in the Loan Contract, (ii) the date the County completes the Project, or (iii) three years from the date of the Loan Contract. The principal and interest payments shall be structured so as to produce payments substantially consistent in amount from payment date to payment date and which shall amortize the Outstanding principal amount of the Bond within 20 years of the date of delivery of the Bond.

The installments of principal and interest on the Bond shall be paid, as long as the State is the registered owner of the Bond, by electronic funds transfer to the State, and otherwise by check or warrant made to the order of the registered owner of the Bond and mailed to the address of the registered owner shown on the registration records kept by the County Treasurer, acting in the capacity as the Registrar and Paying Agent for the Bond, as of the close of business on the day immediately prior to such payment date, or if such date is not a business day, on or before the next succeeding business day. So long as the State is the registered owner, such payment shall be made by depositing with the State Treasurer, not later than the principal or interest payment date, the amount coming due on the Bond on such date, or if such payment date is not a business day, on or before the next succeeding business day, immediately available funds.
in an amount sufficient to make the payment then due. The final installment of principal on the Bond whether at maturity or prior redemption, shall be made only on presentation and surrender of the Bond at the office of the Paying Agent. If any installment of principal or any accrued interest shall not be paid on or ten days after maturity or the interest payment date, as applicable, interest shall continue to accrue at the applicable interest rate until the principal or unpaid accrued interest thereof is paid in full, plus a penalty in the amount of one-tenth of one percent (0.1%) will be due for each day of nonpayment commencing 10 days after the maturity date for the principal installment and 10 days after the interest payment date for unpaid accrued interest. If the State Treasurer consents to a portion of principal of the Bond being called for prior redemption, no payment of the principal or redemption price of or interest on the Bond, due on or after the date fixed for redemption shall be made unless the Bond is presented to the Paying Agent and notation of the installments of principal so called for prior redemption is made on such Bond. The Paying Agent may make payments of interest on the Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

SECTION 15. Prepayment Option; Notice of Prepayment. Installments of principal on the Bond shall be subject to prepayment prior to maturity, at the option of the County, in whole or in part on any January 1 or July 1 from any installments of principal selected by the County, at a price equal to the principal amount of the Bond, or portion thereof, so prepaid, and the accrued interest thereon to the Redemption Date; provided that (i) the State consents in writing to such prepayment or (ii) a change in use of the facilities financed by the Bonds occurs which change in use necessitates remedial action under Treas. Reg. § 1.141-12 in order to comply with the covenant in Section 54 hereof. If all or a portion of the principal of the Bond is so called for prior redemption, no payment of the principal of or interest on the Bond due on or after the date fixed for redemption shall be made unless the applicable Bond is presented to the Paying Agent and notation of the installments of principal redeemed is made on such Bond.
Unless waived by the owner of the Bond or installments of principal to be prepaid, official notice of any such prepayment shall be given by the Registrar by mailing a copy of an official prepayment notice by electronic mail or first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the Redemption Date to the registered owner of the Bond or any installment of principal to be prepaid at the address shown on the Bond register. Actual receipt of notice by the owner of the Bond shall not be a condition precedent to prepayment of such Bond or any installment of principal. Failure to give such notice to the registered owner of the Bond, or any defect therein, shall not affect the validity of the proceedings for the prepayment of any other installment of principal of the Bond. A certificate by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

SECTION 16. Compliance with Federal and State Laws. The County agrees that it will, at all times that the Bond is Outstanding, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations and requirements. The County covenants that it will comply with the requirements of 40 CFR Part 31 and comply with, implement and fulfill all environmental mitigation measures committed to by the County as a part of its request to the Director for financing from the Revolving Fund.

SECTION 17. Registration, Transfer and Exchange of Bonds.
A. The Bond must be registered in the name of its owner, and the records for the registration and transfer of the Bond shall be kept by the Registrar. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

B. If the Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the County may reasonably require, and upon payment of all expenses in connection therewith,
authenticate and deliver a replacement Bond of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

C. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Board, upon request.

D. The Registrar shall maintain at his or her office registration records for the Bond showing the name and address of the registered owner, the amounts and dates of any principal prepayments on the Bond.

SECTION 18. Execution and Authentication.

A. Prior to the execution of any Bond by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351 of NRS, and to the Supplemental Bond Act, the Chairman of the Board (the “Chairman”), the County Treasurer and the County Clerk shall each file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bond shall be approved, signed and executed in the name of and on behalf of the County with the manual or facsimile signature of the Chairman, shall be countersigned and executed with the manual or facsimile signature of the County Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the County attested with the manual or facsimile signature of the County Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the registration panel thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. By executing the registration panel, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Chairman, the County Treasurer and the County Clerk are hereby authorized and directed to prepare and to execute the Bond as herein provided.
SECTION 19. **Use of Predecessor’s Signature.** The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the County, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Chairman, the County Treasurer, and the County Clerk at the time of the execution of a signature certificate relating to the Bond, may each adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 20. **Incontestable Recital.** Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. **State Tax Exemption.** Pursuant to NRS 350.710, the Bond, its transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

SECTION 22. **Form of the Bond.** Subject to the provisions of this Ordinance, the Bond shall be in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance or necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:
LYON COUNTY, NEVADA
GENERAL OBLIGATION (LIMITED TAX) SEWER BOND
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2021

No. R-1
Loan Contract No. CW2201 Maximum Principal Amount: $__________

LYON COUNTY (the “County”), in the State of Nevada (the “State”) for value received hereby acknowledges itself to be indebted and promises to pay to the State of Nevada, c/o the State Treasurer, for deposit to the Account to Finance the Construction of Treatment Works and the Implementation of Pollution Control Projects (the “Revolving Fund”), the maximum principal sum of

$__________ and No/100-----Dollars ($__________)

or such lesser amount as is set forth on the Principal Advance Panel appended to this Bond, which shall represent the aggregate principal amount advanced under the Clean Water State Revolving Fund Loan Contract, Contract No. CW2201 between the County and the State of Nevada Department of Conservation and Natural Resources acting by and through the Nevada Division of Environmental Protection (the “Loan Contract”) and pursuant to the ordinance authorizing the issuance of the Bond adopted by the Board of County Commissioners of the County (the “Board”) on August 5, 2021 (the “Ordinance”) (unless the State Treasurer consents to prepayment and such prepayment is noted on the Prepayment Panel appended hereto) in lawful money of the United States of America, together with interest on the unpaid installments of principal from the date of delivery of this Bond until payment of such installments of principal shall have been discharged as provided in the Ordinance, said interest being payable on January 1 and July 1 of each year commencing on the January 1 or July 1 which is at least 30 days immediately succeeding the date of the first principal advance made to the County under the Loan Contract, and said installments of principal bearing interest at the rate of ___% per annum, and being payable on January 1 and July 1 of the years and in the amounts and at the times designated in the Ordinance and the Loan Contract, not to exceed 20 years from the date of the delivery of the Bond.

The principal of and interest due in connection with this Bond (the “Bond Requirements”) are payable by wire transfer, if available, and if not available, by check, draft or warrant made to the order of the registered owner hereof and mailed by the County Treasurer or any successor thereto as paying agent for this Bond (the “Paying Agent”) to the address shown for the registered owner on the registration records of the County Treasurer or any successor thereto as registrar for the Bond (the “Registrar”). If the State is the registered owner hereof,
payment of the Bond Requirements shall be made by depositing with the State Treasurer, on or before any principal or interest payment date or prior redemption date, the amount coming due on such payment date, by electronic transfer in immediately available funds. If any payment date is not a business day, payment may be made on or before the next succeeding business day. If any installment of principal or any accrued interest shall not be paid on or ten days after maturity or the interest payment date, as applicable, interest shall continue to accrue at the applicable interest rate until the principal or unpaid accrued interest thereof is paid in full, plus a penalty in the amount of one-tenth of one percent (0.1%) will be due for each day of nonpayment commencing 10 days after the maturity date for the principal installment and 10 days after the interest payment date for unpaid accrued interest. The final installment of principal on this Bond is payable only on presentation and surrender of this Bond at the office of the Paying Agent.

This single Bond is duly authorized by the County to defray, in whole or in part, the cost to acquire, construct, improve and equip sewerage projects as provided in NRS 244A.0505 (the “Project”) under the authority of and in full compliance with the constitution and laws of the State.

This Bond is issued pursuant to Nevada Revised Statutes (“NRS”) 350.011 to 350.0165, pursuant to NRS 350.500 through 350.720, and all laws amendatory thereof designated in NRS 350.500 thereof as the Local Government Securities law (the “Bond Act”); pursuant to NRS 350.020(3); and pursuant to Chapter 348 of NRS; pursuant to NRS 350.628, this recital is conclusive evidence of the validity of this Bond and the regularity of its issuance; and pursuant to NRS 350.710, the Bond, its transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax imposed on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

Installments of principal of the Bond are subject to prepayment as provided in the Ordinance. If a prepayment is made on this Bond as specified in the Ordinance, interest shall cease to accrue on the amount prepaid from and after the date fixed for prepayment. If a portion of the principal of this Bond is called for prepayment, no payment of the principal of and interest due in connection with this Bond due on and after the prepayment date shall be made unless this Bond is presented to the Paying Agent and notation of the installments of principal so called for prepayment is made on the Prepayment Panel appended hereto.

It is hereby certified and recited that all of the requirements of law have been fully complied with by the proper officers of the County in the issuance of this Bond; that the total indebtedness of the County, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or by the laws of the State; that provision has been made for the levy and collection of general (ad valorem) taxes (“General Taxes”) against all taxable property within the County sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent that other revenues are available therefor), subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and
credit of the County are hereby irrevocably pledged to the punctual payment of the Bond Requirements of this Bond according to its terms.

Payment of the principal of and interest on this Bond is additionally secured by a pledge of the net revenues (herein called the “Net Revenues”) derived by the County from the operation and use of, and otherwise pertaining to the Utility System of the County of which the Project is a part after provision is made for the payment of all necessary and reasonable operation and maintenance expenses of the Utility System, which Net Revenues are so pledged as more specifically provided in the Ordinance.

This Bond is equally and ratably secured by such pledge of the Net Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Net Revenues on a parity with the lien of the 2015 Bond, the 2014 Bonds and any Parity Securities hereafter issued upon the Net Revenues, and subordinate and junior to the superior lien of the 2016 Bond and any Outstanding Superior Securities hereafter issued upon all or a portion of the Net Revenues. Additional securities may be issued and made payable from the Net Revenues of the Utility System and having a lien thereon superior to, subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Ordinance.

Reference is made to the Ordinance and to the Bond Act for an additional description of the nature and extent of the security for this Bond, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owners of this Bond with respect thereto, the terms and conditions upon which this Bond is issued, and a statement of rights, duties, immunities, and obligations of the County, and other rights and remedies of the owner of this Bond.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be amended or otherwise modified by action of the County taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of Net Revenues under the Ordinance may be discharged at or prior to the respective maturities or prior redemption of this Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

This Bond shall not be entitled to any benefits under the Ordinance, or be valid or obligatory for any purpose until the registration panel hereon shall have been manually signed on behalf of the Registrar.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance, against any individual member of the Board, any individual member of the County, or any officer or other agent of the County, past, present or future, either directly or indirectly through the Board or the County, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.
IN WITNESS WHEREOF, Lyon County, Nevada, has caused this Bond to be executed in its name by the manual or facsimile signature of the Chairman of the Board and countersigned by the manual or facsimile signature of its County Clerk/Treasurer, and attested by the manual or facsimile signature of its Count Clerk/Treasurer and has caused the manual or facsimile impression of the seal of the County to be reproduced hereon, all as of ________, 2021, i.e., the date of delivery of the Bond.

LYON COUNTY, NEVADA

By (Manual or Facsimile Signature)
   Chairman,
   Board of County Commissioners
   Lyon County, Nevada

Countersigned:

(SEAL)

By (Manual or Facsimile Signature)
   Clerk/Treasurer
   Lyon County, Nevada

Attest:

  (Manual or Facsimile Signature)
  Clerk/Treasurer
  Lyon County, Nevada

(End of Form of the Bond)
(Form of Registration Panel for Bond)

MANDATORY REGISTRATION FOR PAYMENT
AS TO PRINCIPAL AND INTEREST

The within single bond is registered in the office of the Clerk/Treasurer of Lyon County, Nevada, as Registrar in the name of the last owner listed below, and the principal amount of the bond and interest thereon shall be payable only to such owner, all in accordance with the within-mentioned Ordinance.

<table>
<thead>
<tr>
<th>Date of Registration</th>
<th>Name of Owner</th>
<th>Address of Owner</th>
<th>Signature of Registrar</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>State of Nevada, State Treasurer</td>
<td>Capitol Complex 101 N. Carson, No. 4 Carson City, Nevada 89710</td>
<td>____________________</td>
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</tbody>
</table>

(End of Form of Registration Panel)
(Form of Principal Prepayment Panel on Bond)

**PREPAYMENT PANEL.**

The following installments of principal (or portions thereof) of this Bond have been prepaid by Lyon County, Nevada, in accordance with the terms of the within-mentioned Ordinance.

<table>
<thead>
<tr>
<th>Due Date of Installments (or portions thereof)</th>
<th>Principal Amount Prepaid</th>
<th>Signature of Paying Agent</th>
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(End of Form of Principal Prepayment Panel for Bond)
(Form of Principal Advance Panel)

Lyon County, Nevada
General Obligation (Limited Tax) Sewer Bond
(Additionally Secured by Pledged Revenues)
Series 2021

Loan Contract CW2201
Maximum Principal Amount $___________

**PRINCIPAL ADVANCE PANEL**

<table>
<thead>
<tr>
<th>Amount of Principal Advanced</th>
<th>Date of Advance</th>
<th>Signature of County Clerk/Treasurer or County Comptroller</th>
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(End of Form of Principal Advance Panel)
SECTION 23. Delivery of the Bond; Deposit of Proceeds and Other Revenues. When the Bond has been duly executed, the County Treasurer shall deliver it to the State upon receipt of the agreed purchase price and shall authenticate and register it in the name of the State on the Bond registration records of the Registrar and make notation of such registration on the registration panel appended to the Bond. The funds received from any advances under the Loan Contract shall be placed in a special account hereby created and designated as the “Lyon County, Nevada, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021 Acquisition Account” (the “Acquisition Account”) to be held by the County. Moneys in the Acquisition Account shall be used solely to defray wholly or in part the cost of the Project including, without limitation, as provided in NRS 350.516, all costs of issuing the Bond including any interim financing, all issuance costs and other costs and fees associated with the State’s administration of the loan related to the Bond, which the Board hereby determines are necessary and desirable and appertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Acquisition Account shall be deposited into the Bond Fund hereinafter created to be used to pay the principal of and interest on the Bond.

SECTION 24. Completion of Project. The County, with the proceeds derived from the sale of the Bond, shall proceed to complete the Project with due diligence to the best of the County’s ability hereinabove provided.

SECTION 25. Investments; Use of Investment Gain. The County Treasurer shall invest sums accounted for in the Acquisition Account and the Bond Fund only in obligations which are direct obligations of the United States or other investments to the extent permitted by the laws of the State. Pursuant to NRS 350.658, and except as may otherwise be required hereby, any gain from any investment and any reinvestment of any proceeds of the Bond (except gain from any investment and any reinvestment of any proceeds of the Bond deposited into the Rebate Fund hereinafter defined) shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Acquisition Account to defray, in part, the cost of the Project or, if adequate provision has been made for the Project, into the Bond Fund, hereinafter

27.
created, for the respective payment of the principal of or interest on the Bond or any combination thereof. As provided herein, the annual General Taxes for the payment of the principal of or interest on the Bond levied after such deposits of any such investment or reinvestment gain, may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

SECTION 26. Prevention of Bond Default. Subject to the provisions of this Ordinance, the County Treasurer shall use any Bond proceeds credited to the Acquisition Account, without further order or warrant, to pay the Bond Requirements of the Bond as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The County Treasurer shall promptly notify the Board of any such use.

SECTION 27. Purchaser Not Responsible. The validity of the Bond shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. Neither the State, any associate thereof, nor any subsequent owner of any Bond shall in any manner be responsible for the application or disposal by the County or by any of its officers, agents and employees of the moneys derived from the sale of the Bond or of any other moneys referred to in this Ordinance.

SECTION 28. General Tax Levies. So far as possible, the Bond Requirements of the Bond shall be paid from Net Revenues of the Utility System. However, the principal and interest falling due on the Bond at any time when there are not on hand from such Net Revenues sufficient funds to pay such principal and interest shall be paid out of the Acquisition Account, the general fund of the County or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. If monies in the general fund of the County or the proceeds of the General Taxes are used to pay the Bond requirements of the Bond, Net Revenues shall be used, as soon as possible, to reimburse any monies so paid. For the purpose of repaying any monies so paid from any such fund or funds (other than any monies available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond
Requirements, there are hereby created separate accounts designated respectively as the “Lyon County, Nevada, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021 Principal Account” (the “Principal Account”) and the “Lyon County, Nevada, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021 Interest Account” (the “Interest Account”) (collectively, the “Bond Fund”). Pursuant to NRS 350.592 and NRS 350.594, there shall be duly levied immediately after the issuance of the Bond and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the County, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installments of principal and interest, and to pay the interest on the Bond becoming due after such initial installment, and to pay, retire and redeem the Bond as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation ordinance for the County, the Board shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the Board, including, without limitation, the Bond, subject to the limitations imposed by NRS 361.453 and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the Board.

SECTION 29. Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the County by all overlapping units within the boundaries of the County exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any Fiscal Year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the County and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded
indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the County and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

SECTION 30. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bond herein authorized shall be kept in the Bond Fund, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 31. Use of General Funds. Any sums becoming due on the Bond at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the County, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

SECTION 32. Use of Other Funds. Nothing in this Ordinance prevents the County from applying any funds (other than General Taxes but including Net Revenues as herein defined) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, fall due, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 33. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Board annually, at the time and in the manner provided by law for levying other General Taxes of the County, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Board shall require the officers of the County to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bond and the interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bond as hereinbefore specified.
SECTION 34. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bond; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements the Bond have been wholly paid.

SECTION 35. Pledge of Net Revenues. Subject only to the provisions of this Ordinance permitting the application thereof for or to the purposes and on the terms and conditions set forth herein, there are hereby additionally pledged to secure the payment of principal of and interest on the Bond in accordance with their terms and the provisions of this Ordinance, all of the Net Revenues of the Utility System. This pledge shall be valid and binding from and after the date of the delivery to the State of the Bond; and the Net Revenues, as received by the County shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any and all other obligations and liabilities of the County payable from the Net Revenues, except for any Outstanding Superior Securities or Parity Securities, any Superior Securities or Parity Securities hereafter issued and as herein otherwise provided.

SECTION 36. Revenue Fund. So long as the Bond shall be Outstanding, the entire Gross Revenues, upon their receipt from time to time by the County, shall be set aside and credited immediately to a separate account designated as the “Lyon County, Nevada Utility System Revenue Fund” (the “Revenue Fund”). So long as the Bond hereby authorized shall be Outstanding, the Revenue Fund shall be administered and the moneys on deposit therein shall be applied in the order of priority specified in Sections 37 through 42 hereof.

SECTION 37. Operation and Maintenance Fund. From time to time there shall be transferred and credited to a separate account designated as the “Lyon County Utility System Operation and Maintenance Fund” (the “Operation and Maintenance Fund”), moneys sufficient to pay Operation and Maintenance Expenses, as budgeted and approved in accordance with law,
as such expenses become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Operation and Maintenance Fund at the end of the Fiscal Year of the County and not needed for Operation and Maintenance Expenses shall be transferred to the Revenue Fund.

SECTION 38. Payment of Superior Securities. Second, after the aforementioned deposits, from any moneys thereafter remaining in the Revenue Fund there shall be used by the County for the payment of Bond Requirements of any Outstanding Superior Securities including reasonable required reserves for such Superior Securities and amounts required to be rebated to the United States for such Superior Securities as the same accrue; provided that such Superior Securities may only be issued as revenue securities payable from Net Revenues and not as general obligations of the County. The lien of such Superior Securities on all or a portion of the Net Revenues and the pledge thereof for the payment of such Superior Securities shall be superior and senior to the lien and pledge of the Bond on the Net Revenues as herein provided.

SECTION 39. Bond Fund. Third, after the aforementioned deposits, from any moneys thereafter remaining in the Revenue Fund, and concurrently with transfers to the bond funds required by ordinances authorizing the issuance of the 2015 Bond, the 2014 Bonds and any Parity Securities hereafter issued, there shall be transferred and credited to the Bond Fund, monthly, commencing the first day of the month immediately succeeding the delivery to the State of the Bond, the amount necessary to accumulate by substantially equal monthly installments (together with any other moneys from time to time available therefor from whatever sources) the amount necessary to pay the installments of principal and interest next due on the Bond, the 2015 Bond, the 2014 Bonds and any Parity Securities hereafter issued. The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bond, the 2015 Bond, the 2014 Bonds, and any Parity Securities hereafter issued as the same become due.

SECTION 40. Rebate Fund. Fourth, after the aforementioned deposits, from the Net Revenues, there shall be transferred and credited to a special and separate account hereby created and designated as the “Lyon County, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues), Series 2021 Rebate Fund” (the “Rebate Fund”)
(and to any other fund or account established for the payment of rebates on Parity Securities to the United States in accordance with Section 148(f) of the Tax Code), such amounts as are required to be deposited therein to meet the County’s obligations under the covenant contained in Section 54 hereof, in accordance with Section 148(f) of the Tax Code. Such deposits shall be made at such times as are required by Section 148(f) of the Tax Code and such covenant and amounts in the Rebate Fund shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the Rebate Fund in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 41. Payment of Additional Securities. Fifth, and subject to the provisions hereinabove stated but either concurrently with or subsequent to the payments required hereinabove, any moneys remaining in the Revenue Fund may be used by the County for the payment of Bond Requirements of Additional Securities payable from the Net Revenues and hereafter authorized to be issued in accordance with this Ordinance, including reasonable reserves for such securities and amounts required to be rebated to the United States for such securities, as the same accrue. The lien of such Additional Securities on the Net Revenues and the pledge thereof for the payment of such Additional Securities shall be superior to, on a parity with or subordinate to the lien and pledge of the Bond as herein provided. Payments for interest, principal, reasonably required reserve funds and rebate funds for Superior Securities shall be made prior to payments required by Sections 39 and 40 hereof. Payments for interest, principal and rebate funds for Parity Securities shall be made concurrently with the payments required by Sections 39 and 40 hereof; but payments for the interest, principal and rebate funds for additional Subordinate Securities shall be made after the payments required by Sections 37, 38, 39 and 40 hereof.

SECTION 42. Surplus Revenues. Sixth, any moneys thereafter remaining in the Revenue Fund may be used by the County at the end of any Fiscal Year of the County, or whenever there shall have been credited all amounts required to be deposited in the respective foregoing separate accounts for all of that Fiscal Year, for any lawful purposes of the County, as the Board may from time to time determine, including, without limitation, for the creation of
operation and maintenance reserves and capital reserves, the payment of capital costs and major maintenance costs of the Utility System, to pay any other obligations pertaining to the Utility System, or otherwise, provided that so long as the Bond is outstanding surplus funds may be used only in the order of priority provided in and in accordance with this Ordinance.

SECTION 43. Termination of Deposits. No payment need be made into the Bond Fund if the amounts in that fund total a sum at least equal to the entire amount of the Outstanding Bond as to all Bond Requirements both accrued and not accrued, in which case moneys in such account in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities from the time of any such investment to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

SECTION 44. Equal Security. The Bond, the 2015 Bond, the 2014 Bonds and any Parity Securities hereafter issued from time to time outstanding shall be equally and ratably secured by the pledge of Net Revenues hereunder and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bond, the 2015 Bond, the 2014 Bonds and any additional such Parity Securities.

SECTION 45. Defraying Delinquencies. If at any time the County shall for any reason fail to pay into the Bond Fund, or the Rebate Fund the full amount above stipulated from the Net Revenues, then an amount shall be paid first into the Bond Fund and second into the Rebate Fund at such time as Net Revenues are available therefor equal to the difference between that paid from the Net Revenues and the full amount so stipulated. If Parity Securities (other than the Bond) are outstanding, the payment of which are secured by a lien on the Net Pledged Revenues which lien is on a parity with the lien hereon of the Bond, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a bond fund, reserve fund or rebate fund therefor, then the moneys replaced in such funds shall be replaced on a pro rata basis related to the principal amount of the then Outstanding Bond and the then Outstanding other Parity Securities, as moneys become available therefor, first into all of such bond funds and reserve funds and second into all such rebate funds.
SECTION 46. Conditions to Superior Securities and Parity Securities. Nothing herein, except as expressly hereinafter provided, shall prevent the issuance by the County of Superior Securities and Parity Securities payable from Net Revenues and constituting a lien thereon superior to or on a parity with, the lien thereon of the Bond, provided, however, that the following are express conditions to the authorization and issuance of any such Superior Securities or Parity Securities:

A. At the time of adoption of the instrument authorizing the issuance of the Superior Securities or Parity Securities, the County shall not be in default in the payment of principal of or interest on the Bond.

B. The Net Revenues (subject to adjustments as hereinafter provided):
   (1) derived in the last audited Fiscal Year immediately proceeding the date of issuance of the additional Superior Securities or Parity Securities; or
   (2) projected by the County Comptroller or an independent accountant or consulting engineer to be derived in the later of (i) the Fiscal Year immediately following the Fiscal Year in which the facilities to be financed with the proceeds of the Superior Securities or Parity Securities are projected to be completed or (ii) the first Fiscal Year for which no interest has been capitalized for the payment of any Superior Securities or Parity Securities, as the case may be, including the Superior Securities or Parity Securities proposed to be issued, will be sufficient to pay at least an amount equal to the principal and interest requirements (to be paid during that Fiscal Year) of the Outstanding Bond, and any other Outstanding Superior Securities or Parity Securities of the County and the Superior Securities or the Parity Securities proposed to be issued (excluding any reserves therefor).
C. In any determination of whether Superior Securities or Parity Securities may be issued in accordance with the foregoing earnings test, consideration shall be given to any probable estimated increase or reduction in Operation and Maintenance expenses that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the Superior Securities or Parity Securities.

D. In any determination of whether or not Superior Securities or Parity Securities may be issued in accordance with the foregoing earnings test, the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any Trust Bank within or without the State, including the known minimum yield from any investment in Federal Securities.

E. A written certificate or written opinion by the County Comptroller or an independent accountant or consulting engineer that the foregoing earnings test is met, shall be conclusively presumed to be accurate in determining the right of the County to authorize, issue, sell and deliver Superior Securities or Parity Securities.

F. In connection with the authorization of any such Superior Securities or Parity Securities, the Board may on behalf of the County adopt any additional covenants or agreements with the holders of such Superior Securities or Parity Securities; provided, however, that no such covenant or agreement may be in conflict with the covenants and agreements of the County herein and no such covenant or agreement may be materially adverse to the interests of the holders of the Bond. Any finding of the County to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the foregoing requirements have been met for purposes of this Ordinance.

G. Nothing herein prevents the issuance of Superior Securities payable from the Pledged Revenues having a lien thereon prior and superior to the lien thereon of the Bond; however, such Superior Securities shall not be issued as general obligations of the County.

SECTION 47. **Subordinate Securities for the Utility System.** Nothing herein, except as expressly hereinafter provided, shall prevent the County from issuing Subordinate
Securities payable from Net Revenues and constituting a lien thereon subordinate to the lien thereon of Outstanding Superior Securities, the Outstanding Bond and any Outstanding Parity Securities; provided, however, that the proceeds of any such Subordinate Securities shall be used only to pay the cost (including, without limitation, incidental expenses) of a project for the betterment, enlargement, extension, other improvement or equipment of the Utility System, or any combination thereof.

SECTION 48. Issuance of Refunding Securities.

A. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the County shall find it desirable to refund any Outstanding Bonds or other Outstanding Superior, Parity or Subordinate Securities, such Bond or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the County’s option upon proper call, unless the owner or owners of all such Outstanding securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Section 48(D) hereof).

B. The refunding bonds or other refunding securities so issued shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

C. Any refunding bonds or other refunding securities payable from any Gross Revenues shall be issued with such details as the Board may by ordinance provide, subject to the provisions of this Section but without any impairment of any contractual obligation imposed upon the County by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

D. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Gross Revenues is refunded, then such
securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(1) Unless the refunding bonds or other refunding securities do not increase for any Bond Year the aggregate principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Net Revenues is not raised to a higher priority than the lien thereon of the Bonds or other securities thereby refunded; or

(2) Unless the lien on any Gross Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(3) Unless the refunding bonds or other refunding securities are issued in compliance with Section 46 hereof.

SECTION 49. Operation of the System. The County shall at all times operate the Utility System properly and in a sound and economical manner and shall maintain, preserve and keep the Utility System properly, or cause the same so to be maintained, preserved and kept, in good repair, working order and condition. The County also shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Utility System may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating water and sewer facilities of like size and character.

Except for the use of the Utility System or services pertaining thereto in the normal course of business, neither all nor a substantial part of the Utility System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of until all the Bonds have been paid in full, or unless provision has been made therefor as hereinafter provided.
SECTION 50. Insurance. The County shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to works and properties of like character against loss of or damage to such works or properties and against public or other liability to the extent reasonably necessary to protect the interest of the County and the owners of the Bonds issued hereunder. If any useful part of the works and properties of the Utility System shall be damaged or destroyed, the County shall repair or replace the damaged works or properties so as to restore the same to use. The proceeds of any insurance policies covering any such loss or damage shall be payable to the County, and shall be applied to the County’s reasonable and necessary reconstruction costs and, to the extent not so applied, shall be paid into the Revenue Fund and used in the same manner as other moneys in said fund.

SECTION 51. Payment of Taxes. The County shall pay or cause to be paid all taxes, assessments and other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Utility System or any part thereof, or upon any portion of the Gross Revenues, when the same shall become due. The County shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Utility System or any part thereof, except for any period during which the validity of the same is being contested in good faith by proper legal proceedings. The County shall not create or suffer to be created any lien or charge on the Utility System or any part thereof, or upon the Gross Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond and any other Outstanding Parity or Subordinate Securities issued in accordance herewith, and except as herein otherwise permitted. The County shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Utility System or any part thereof, or upon the Gross Revenues. Nothing herein contained requires the County to pay or cause to be discharged or to make provision for any such tax, assessment, lien, charge or demand before the time when payment thereon shall be due, or so long as the validity thereof shall be contested in good faith by appropriate legal proceedings.
SECTION 52. Rate Covenant. The County shall charge against users or against purchasers of services or commodities pertaining to the Utility System such fees, rates and other charges as shall be sufficient to produce Gross Revenues annually which, together with any other funds available therefor, will be in each Fiscal Year of the County at least equal to the sum of:

A. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year;

B. An amount equal to the sum of the debt service due in such Fiscal Year on the then Outstanding Bonds and any then Outstanding Superior Securities and Parity Securities; and

C. Any other amounts payable from the Net Revenues and pertaining to the Utility System, including, without limitation, debt service on any Subordinate Securities and any other securities pertaining to the Utility System, operation and maintenance reserves, additional capital reserves and prior deficiencies pertaining to any account relating to Gross Revenues.

The foregoing rate covenant is subject to compliance by the County with any legislation of the United States of America, the State or other governmental body, or any regulation or other action taken by the United States, the State or any agency or political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which legislation, regulation or action limits or otherwise inhibits the amounts of fees, rates and other charges collectible by the County for the use of or otherwise pertaining to, and all services rendered by, the Utility System.

Subject to the foregoing, the County shall cause all fees, rates and other charges pertaining to the Utility System to be collected as soon as reasonable and shall provide methods of collection and penalties to the end that the Gross Revenues shall be adequate to meet the requirements hereof.

SECTION 53. Books of Record and Account. So long as the Bond remains Outstanding, proper books of record and account shall be kept by the County, separate and apart from all other records and accounts, showing complete and correct entries of all transactions
relating to the Utility System and to all moneys pertaining thereto, including, without limitation, the Gross Revenues.

SECTION 54. Tax Covenant. The County covenants for the benefit of the owners of the Bond that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the County or any facilities financed with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bond until the date on which all obligations of the County in fulfilling the above covenant under the Tax Code have been met.

SECTION 55. Defeasance. When all Bond Requirements of the Bond have been duly paid, the pledge, the lien, and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the County has placed in escrow or in trust with a Trust Bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the County shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bond for payment then. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the County and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this Section “Federal Securities” shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to
the registered owner of the Bond at the address last shown on the registration records for the Bond maintained by the Registrar.

SECTION 56. Owners Rights. Each owner of any Bond issued hereunder shall be entitled to all of the privileges, rights and remedies provided or permitted in the County Act and the Bond Act, and as otherwise provided or permitted by law or inquiry or by other statutes, except as otherwise provided herein, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Net Revenues and the proceeds of the Bond.

SECTION 57. Owners Enforcement. Nothing herein affects or impairs the right of any owner of any Bond to enforce the payment of the Bond Requirements due in connection with his Bond or the obligation of the County to pay the Bond Requirements of each Bond to the owner thereof at the time and the place expressed in the Bond.

SECTION 58. Events of Default. Each of the following events is hereby declared an “Event of Default” for the Bond:

A. Payment of the principal of the Bond, or any prior redemption premium due in connection therewith, or both, is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Payment of any installment of interest on the Bond is not made when the same becomes due and payable;

C. The County for any reason is rendered incapable of fulfilling its obligations hereunder;

D. The County fails to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Net Revenues or to the Utility System, or otherwise, including, without limitation, this Ordinance, and such failure continues for 60 days after receipt of notice from the owners of 10% in principal amount of the Bond then Outstanding;

E. The County discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Utility System which is destroyed or damaged and is not promptly repaired or replaced (whether the failure promptly to
repair the same is due to impracticality of the repair or replacement or is due to a lack of moneys therefor or for any other reason);

F. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the County appointing a receiver or receivers for the Utility System or for the Net Revenues and any other moneys subject to the lien to secure the payment of the Bond, or both the Utility System and such moneys, or if an order or decree having been entered without the consent or acquiescence of the County is not vacated or discharged or stayed on appeal within 60 days after entry; and

G. The County makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bond or in this Ordinance on its part to be performed, and if the default continues for 60 days after written notice specifying the default and requiring the same to be remedied is given to the County by the owners of 10% in principal amount of the Bond then Outstanding.

SECTION 59. Remedies for Default. Upon the happening and continuance of any of the Events of Default, then and in every case the owner or owners of not less than 10% in principal amount of the Bond then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the County and its agents, officers and employees to protect and to enforce the rights of any owner of Bond under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as the owner or owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any owner of any Bond, or to require the County to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bond and any Parity Securities then Outstanding.
SECTION 60. Receivers. Any receiver appointed in any proceedings to protect the rights of owners hereunder, the consent to any such appointment being hereby expressly granted by the County, may enter and may take possession of the Utility System, subject to the rights and privileges of any lessee or other user under any lease or other contract, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Net Revenues arising after the appointment of the receiver in the same manner as the County itself might do.

SECTION 61. Rights and Privileges Cumulative. The failure of any owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the County, the Board or any officers, agents or employees thereof of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any owner shall not be deemed a waiver of any other right or privilege thereof.

SECTION 62. Duties upon Default. Upon the happening of any of the Events of Default, the County, in addition, shall do and perform all proper acts on behalf of and for the owners of Bond to protect and to preserve the security created for the payment of the Bond and to insure the payment of the Bond Requirements promptly as the same become due. During any period of default, so long as the Bonds issued hereunder, as to any Bond Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Net Revenues shall be paid into the Bond Fund. If the County fails or refuses to proceed as in this Section provided, the owner or owners of not less than 10% in principal amount of the Bond then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the owners of the Bond, as hereinabove provided; and to that end any such owners of Outstanding Bonds shall be subrogated to all rights of the County under any agreement or other contract involving the Utility System or the Net Revenues entered into before the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

SECTION 63. User Bankruptcies. If any lessee or other user of the Utility System or any Person paying fees, rates or other charges pertaining thereto or to Pledged
Revenues, or to both such Utility System and such money, proceeds under any laws of the United States relating to bankruptcy, including, without limitation, any action under any law providing for corporate reorganization, it shall be the duty of the County, and its appropriate officers are hereby authorized and directed, to take all necessary steps for the benefit of the owners of the Bond in such proceedings, including the filing of any claims for unpaid fees, rates, other charges and any other payments or otherwise arising from the breach of any of the covenants, terms or conditions of any contract involving the Utility System or the Net Revenues.

SECTION 64. Prejudicial Action Unnecessary. Nothing herein requires the County to proceed as provided herein if the Board determines in good faith and without any gross abuse of its discretion that if the County so proceeds it is more likely than not to incur a net loss rather than a net gain, or the action is otherwise likely to affect materially and prejudicially the owners of the Outstanding Bond and any Outstanding Parity Securities.

SECTION 65. Amendments. This Ordinance may be amended or supplemented by instruments adopted by the County, without receipt by the County of any additional consideration, but with the written consent of the State Treasurer at the time of the adoption of the amendatory or supplemental instrument, excluding bonds which may then be held or owned for the account of the County, but including such refunding securities as may be issued for the purpose of refunding the Bonds if the refunding securities are not owned by the County. No such instrument shall permit:

A. A change in the maturity or in the terms of redemption of the principal or any installment thereof of any Outstanding Bonds or any installment of interest thereon, without the consent of the State Treasurer;

B. A reduction in the principal amount of any Bond, the rate of interest thereon, without the consent of the State Treasurer; or

C. A reduction of the principal amount or percentages or otherwise affecting the description of the portion of the Bonds of which the consent of the State Treasurer is required for any modification or amendment; or

D. The establishment of priorities as between the portions of the Bonds issued and Outstanding under the provisions of this Ordinance; or

45.
E. The modification of, or other action which materially and prejudicially affects the rights or privileges of the State.

Whenever the County proposes to amend or modify this Ordinance under the provisions hereof, it shall cause notice of the proposed amendment to be mailed within 30 days to the State Treasurer. The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the County Clerk for public inspection.

Whenever at any time within one year from the date of such notice there shall be filed in the office of the County Clerk an instrument or instruments executed by the State Treasurer, which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument; thereupon, but not otherwise, the Board may adopt the amendatory instrument and the instrument shall become effective. Any consent given by the State Treasurer pursuant to the provisions hereof shall be irrevocable.

Any Bond authenticated and delivered after the effective date of any action taken as provided in this Section may bear a notation by endorsement or otherwise in form approved by the County as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the State Treasurer at such effective date and upon presentation of his or her Bond, suitable notation shall be made on the Bond as to any such action. If the County so determines, a new Bond so modified as in the opinion of the County to conform to such action shall be prepared, registered and delivered; and upon demand of the State Treasurer then Outstanding, shall be exchanged without cost to the State Treasurer upon surrender of such Bond.

SECTION 66. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the County shall reasonably determine that it is in the County’s best interest to replace said Registrar or Paying Agent, the Board may, upon notice mailed to each owner of any Bond at his address last shown on the registration records, appoint a successor Registrar of Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall
not be required that the same person or institution serve as both Registrar and Paying Agent hereunder, but the County shall have the right to have the same person or institution serve as both Registrar and Paying Agent.

Any successor by merger with the Registrar and Paying Agent is automatically appointed as Registrar and Paying Agent hereunder without any further action of the Board, as long as the successor otherwise is qualified to act as Registrar and Paying Agent pursuant to this Section. Any bank, trust company or national banking association into which the Registrar and/or Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust business shall be the successor of the Registrar and/or Paying Agent under this Ordinance with the same rights, powers, duties and obligations and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 67. Delegated Powers. The officers of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing or other preparation of the Bond, including, without limitation, the execution and delivery of the principal advance panel appended to the Bond by the Clerk/Treasurer or the County Comptroller, as necessary;

B. The execution of such certificates electronically or otherwise as may be reasonably required by the State, relating, inter alia,

   (1) to the signing of the Bond,
   (2) to the tenure and identity the officials of the County,
   (3) to the assessed valuation of the taxable property in and the indebtedness of the County,
(4) to the rate of taxes levied against the taxable property within the County,

(5) the exemption of interest on the Bond from federal income taxation,

(6) the delivery of the Bond and the receipt of the Bond purchase price,

(7) the completeness and accuracy of any information provided the State in connection with the Bond as of the date of delivery of the Bond, and

(8) if it is in accordance with the fact, the absence of litigation, pending or threatened, affecting the validity of the Bond; and

C. The execution and delivery of the Loan Contract electronically or otherwise by the County Comptroller, or in his absence, the County Manager; and

D. The assembly and dissemination of financial and other information concerning the County and the Bond.

SECTION 68. Repealer. All ordinances, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, bylaw, order, or part thereof, heretofore repealed.

SECTION 69. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the County and the owner or owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 70. Effective Date. The Board has expressed in the preambles to this Ordinance that it pertains to the sale, issuance, or payment of the Bond, and that this instrument may accordingly be adopted as if an emergency now exists and this Ordinance shall become effective after its publication at least twice by its title only, together with the names of the
Commissioners voting for or against its passage and a statement that typewritten copies of this Ordinance are available for inspection by interested parties at the office of the County Clerk, such publication to be made in a newspaper or newspapers of general circulation in the County at least once a week for a period of two weeks, and such publication to be in substantially the following form:
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA, DESIGNATED BY THE SHORT TITLE “2021 SEWER BOND ORDINANCE”; PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2021; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE COUNTY’S UTILITY SYSTEM OF WHICH THE FINANCED PROJECT IS A PART; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by all interested parties at the office of the County Clerk/Treasurer of Lyon County, Nevada; and that such ordinance was proposed by Commissioner ________________ on August 5, 2021, and was passed at the meeting held on August 5, 2021, by the following vote of the Board:

Those Voting Aye: Ken Gray
Wes Henderson
Dave Hockaday
Robert Jacobson
Vida Keller

Those Voting Nay: ________________________
________________________

Those Absent: ________________________
________________________
IN WITNESS WHEREOF, the Board of Lyon County, Nevada, has caused this instrument to be published by title only.

DATED on this August 5, 2021.

/s/ Vida Keller
Chairman, Board of County Commissioners
Lyon County, Nevada

(SEAL)

Attest:

/s/ Nikki Bryan
County Clerk/Treasurer
Lyon County, Nevada

(End of Form of Publication)
SECTION 71. **Severability.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Proposed on August 5, 2021.
Proposed by Commissioner ________________________.
Passed on August 5, 2021.

Vote:
Those Voting Aye: Ken Gray
Wes Henderson
Dave Hockaday
Robert Jacobson
Vida Keller

Those Voting Nay: ________________________

Those Absent: ________________________

____________________
Chairman
Board of County Commissioners
Lyon County, Nevada

(SEAL)

Attest:

____________________
County Clerk/Treasurer
Lyon County, Nevada

This Ordinance shall be in force and effect on __________, 2021, the date of the second publication of such Ordinance by its title only.
STATE OF NEVADA  
COUNTY OF LYON

I, Nikki Bryan, the duly chosen, qualified, and acting Clerk/Treasurer of Lyon County (herein the “County”), Nevada (the “State”), and ex officio Clerk of its Board of County Commissioners (herein, the “Board”), do hereby certify:

1. The foregoing pages are a full and correct copy of an ordinance adopted by the Board at a regular meeting thereof held on August 5, 2021.

2. The original of the 2021 Sewer Bond Ordinance has been approved and authenticated by the signatures of the Chairman of the Board and myself as Clerk/Treasurer, and sealed with the seal of the County, and has been recorded in the minute book of the Board kept for that purpose in the County’s office, which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of such ordinance as set forth in the Ordinance.

4. All members of the Board were given due and proper notice of the meeting.

5. Public notice of such meeting was given and such meeting was held in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting at the County’s website, if any, the State’s official website and at:

   (i) Lyon County Courthouse
   (ii) Lyon County Administrative Complex
   (iii) Yerington City Hall
   (iv) Yerington Post Office
   (v) Silver Springs Human Services
   (vi) Dayton Utilities
   (vii) City of Fernley

A true, correct, complete and compared copy of the notice so given of the meeting of the Board is attached to this certificate as Exhibit A.
6. At least three working days before the meeting, such notice was delivered to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Lyon County, Nevada, this August 5, 2021.

(SEAL)

Clerk/Treasurer
EXHIBIT A

(Attach Notice of Meeting)
EXHIBIT B

(Attach Affidavit of Publication)
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
7.a

Subject:
For Presentation Only: Present a spotlight award to Wynne Prindle, the Silver-Stage Library Branch Manager for her successful completion of a Master's Degree in Library and Information Science from the University of North Texas.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

**Agenda Item Number:**
7.b

**Subject:**
For Presentation Only: Recognize Lyon County Human Services staff for their remarkable efforts in response to the Tamarack Fire Evacuation Center in Smith Valley. (Becky Boehner, Bob Hastings, Colleen Duvall, Carly Thom, Diana Moore, Debby Stevens, Heather Benson, Jenna Dykes, Jennifer Thomas, Kaleigh Swinford, Larry Jobe, Lucrecia Salguero, Mandy Birmingham, Misty Crank, Michelle Entz, Mikelynn McKinney, Natasha Hemenway, Penny Valiska, Rachel Ramierz, Rhonda Smith, Rebecca Williams, Susan Cottingham, Sharyn Duncan, and Tiffany Mazza)

**Summary:**

**Financial Department Comments:**

**Approved As To Legal Form:**

**County Manager Comments:**

**Recommendation:**

**ATTACHMENTS**
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number: 9.a

Subject: Dayton Justice Court

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Civil, Criminal & Monthly Statistics June 2021
**Civil Caseload**

(Dictionary p. 29-31)

<table>
<thead>
<tr>
<th>Civil Caseload</th>
<th>Real Property Case</th>
<th>Tort Case</th>
<th>Contract Case</th>
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<td>Seller Plaintiff (Debt Collection) Case</td>
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<td>Summary Eviction</td>
<td>Premises Liability Case</td>
<td>Credit Card Collection Case</td>
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<tr>
<td></td>
<td>Negligence Case</td>
<td></td>
<td>Buyer Plaintiff Case</td>
</tr>
</tbody>
</table>

1. Begin Pending
   a. Active
   b. Inactive

2. New Filings

3. Reopened

4. Reactivated

5. Dispositions (Entry of Judgment)
   a. Original
   b. Reopened

6. Placed on Inactive Status

7. End Pending
   a. Active
   b. Inactive

8. Set for Review

**Additional Civil Caseload Statistics**

(Dictionary p.28-29)

<table>
<thead>
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Report generated on: 7/11/2021

Nevada AOC - Research and Statistics Unit
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## Civil High Risk Orders Report

**Court:** DAYTON JUSTICE COURT   **Court ID:** J031102  
**For Dates Between:** 6/1/2021 And 6/30/2021

### Caseload Worksheet

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<tr>
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<tr>
<td>Denied Without Hearing</td>
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### Nevada Trial Courts

**Court:** Dayton Justice Court  
**Date:** June 1, 2021 to June 30, 2021

#### Criminal Case Dispositions

*Dictionary p. 13-16*

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<th>Elder Abuse</th>
<th>Child Abuse and Neglect</th>
<th>Protection Order Violation</th>
<th>Crimes Against Property</th>
<th>Drugs</th>
<th>Weapons</th>
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| Dismissed (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Indictment | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (after diversion) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transferred (before/during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**TOTAL NON-TRIAL DISPOSITIONS**

| Category | 2 | 0 | 0 | 0 | 0 | 2 | 1 | 1 | 0 | 0 | 0 |

#### Trial Dispositions

**Bench Trial**
- Dismissed (during trial)
- Acquittal
- Guilty Plea with Sentence (during trial)
- Conviction

**TOTAL BENCH TRIAL DISPOSITIONS**

**Jury Trials**
- Dismissed (during trial)
- Acquittal
- Guilty Plea with Sentence (during trial)
- Conviction

**TOTAL JURY TRIAL DISPOSITIONS**

**Other Manner of Disposition**

**GRAND TOTAL DISPOSITIONS**

*Report generated on: 7/9/2021*
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### Other Manner of Disposition

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

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5 Dispositions (entry of judgment)      
- a Original                            
- b Reopened                            
6 Placed on Inactive Status             
7 End Pending                           
- a Active                              
- b Inactive                            

*Report generated on: 7/9/2021*
### Criminal Caseload

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

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Nevada Trial Courts
Court: DAYTON JUSTICE COURT
Date: 6/1/2021 to 6/30/2021

Nevada AOC - Research and Statistics Unit

Report generated on: 7/9/2021
**Criminal Caseload**  
*(Dictionary p. 10-11)*

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

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Report generated on: 7/9/2021
### Additional Criminal Caseload Statistics (p. 6)

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### Death Penalty (Rule 750) Statistics

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### Additional Criminal Proceedings (Dictionary p. 7-9)

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### Preliminary Hearing Continuances

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### Trial Continuances

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<td>Total Trial Continuances</td>
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### Prepared by:
Angelica M

### Approved by:
[Signature]
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
12.a

Subject:
For Possible Action: Approve the July 1, and the July 15 2021 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- July 1, 2021 Minutes
- July 15, 2021 Minutes
The Honorable Board of Lyon County Commissioners met this day with the following present: Comm. Vida Keller, Comm. Ken Gray, Comm. Wes Henderson, Comm. Robert Jacobson, and Comm. Dave Hockaday. Also present: County Manager Jeff Page, and District Attorney Steve Rye.

1. Roll Call


2. Invocation given by Thomas Walburn of the Sweet Water Christian Fellowship

Thomas Walburn gave the invocation.

3. Pledge of Allegiance

4. Public Participation

There was none.

5. For Possible Action: Review and adoption of agenda

Comm. Gray requested to remove item #19.c from the agenda.

Comm. Gray moved to approve the agenda with changes. Comm. Henderson seconded and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-02: For Possible Action: Approve an ordinance amending Lyon County Code Title 2, Personnel Regulations, Chapter 1, General Personnel Provisions, Section 4; by adding a section that requires the Board of County Commissioners to adopt a Travel Policy governing officer and employee travel reimbursements and requests; renumbering subchapters that are unchanged; and, providing for the severability, constitutionality and effective date thereof; and other matters properly relating hereto.

District Attorney Steve Rye stated this ordinance was in result of the change in the updated travel policy.

Comm. Henderson moved to approve an ordinance amending Lyon County Code Title 2, Personnel Regulations, Chapter 1, General Personnel Provisions, Section 4; by adding a section that requires the Board of County Commissioners to adopt a Travel Policy governing officer and employee travel reimbursements and requests; renumbering subchapters that are unchanged; and, providing for the severability, constitutionality and effective date thereof; and other matters properly relating hereto.

Gray seconded.

Comm. Keller opened the meeting for public comment, there was none, and the item passed 5-0.

7. Presentation of awards and/or recognition of accomplishments

County Manager Jeff Page thanked staff for their work in his recent absence.

8. Commissioners/County Manager reports

Comm. Jacobson attended the fundraiser for the Fernley Chamber of Commerce and the Fernley Community Foundation meeting.

Comm. Hockaday stated he received an email for a training and wanted more information from IT beforehand in the future.
Director, and the building administrative assistant hire. He thanked staff for their hard work. He acknowledge the difficult decision to close the offices due to the unexpected change in the holiday.

Comm. Keller and Henderson stated they were in support of the actions taken by staff from the unexpected holiday.

9. Elected Official’s reports
9.a. Dayton Justice Court
   - Civil, Criminal & Monthly Statistics May 2021

There were no other reports given.

10. Appointed Official’s reports

Utilities Director David Bruketta gave a report of a shortage of well and waste water disinfectant. He stated there is currently an open position for Waste Water Superintendent.

Comptroller Josh Foli thanked the support given from Eric Milavsky, Steve Rye and the Board from the holiday issue. He gave the Board a report from Sciarani and Company of the annual audit. He stated his office is busy with the changes in the Fiscal Year and new employee hires. He gave an update for Cares Act funding, and the Silver Springs GID rate increase.

11. Advisory Board reports

There were no reports given.

CONSENT AGENDA

Comm. Jacobson asked for an acknowledgment of whom does the grants in the future.

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


Comm. Keller asked for public participation, there was none, and the motion passed 5-0.

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

Secured Property corrections totaled $500.75 and Unsecured Factual Corrections totaled $226.82.

13. For Possible Action: Approve County Commission Minutes
   13.a. For Possible Action: Approve the June 3, 2021, and the June 17, 2021 minutes

14. Grants
   14.a. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, for FY2022 in the amount of $38,865.00, with no county match required, for the Fund Healthy Nevada – Respite Program.

   14.b. For Possible Action: Accept the Notice of Subgrant Award from the State of Nevada, Department of Health and Human Services, Division of Child and Family Services, for SFY2022, in the amount of $45,000.00, to continue providing parent education, resource connection, and child, caregiver and family screenings with in home visitation to increase parental protective factors in Lyon County.

   14.c. For Possible Action: Accept the Notice of Subgrant Award from the State of Nevada,
15.b. For Possible Action: Approve Amendment No 2 to an Agreement for Tax Abatements regarding Polaris Industries, Inc. with the Nevada Governor's Office of Economic Development to extend the award period to October 31, 2021.

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

   The cash balance as of June 15, 2021 was $75,603,433.66. County claims totaled $1,056,007.41 and payroll totaled $1,079,472.70.

   16.b. For Possible Action: Review and accept travel claims.
       - Travel Report 6-1-21 to 6-15-21

   Travel claims totaled as of June, 2021 was $2,195.61.

   16.c. For Possible Action: Approve 2021 Virginia City Hillclimb for September 18-19th (requested by Ferrari Club of America-Pacific Region).

   16.d. For Possible Action: Review and approve a Summer Youth Intern Program participant from DETR to work in the Yerington Library.

   **END OF CONSENT AGENDA**

   PLANNING CONSENT ITEMS  - (ACTION WILL BE TAKEN ON ALL ITEMS)

17. Planning Consent Items - Planning Consent Items
   17.a. For Possible Action: La Causa – Acceptance of Offer of Road Dedication – Request to accept an offer for dedication from La Causa by Lyon County of roads within the Gold Country Estates Unit 2 A Subdivision (Doc. No. 576013) and Gold Country Estates Unit 2 B Subdivision (Doc. No. 611047), specifically Kate Peak Road, Glen Vista Road, Misty Way, Goss Lane and Retail Road from the southerly boundary of the subdivisions north to Halite Road located in Dayton, NV.

   Comm. Gray questioned the needed repairs on the pavement and if it will be repaired.

   Jeff Page stated the work is inspected and then is contracted for repairs if it is a justifiable expense, prior to acceptance.

   Mr. Pyzel was having a technical difficulty and Jeff Page received a staff report from Rob Pyzel delivered via email that he read on his behalf. Jeff Page read: Refer to the staff report - there is a process by which the roads are reviewed after one year and again after a second year before the bonds are released.

   Comm. Henderson motioned to approve the request to accept an offer for dedication from La Causa by Lyon County of roads within the Gold Country Estates Unit 2 A Subdivision (Doc. No. 576013) and Gold Country Estates Unit 2 B Subdivision (Doc. No. 611047), specifically Kate Peak Road, Glen Vista Road, Misty Way, Goss Lane and Retail Road from the southerly boundary of the subdivisions north to Halite Road located in Dayton, NV.

   Comm. Gray seconded.

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

   The motion passed 5-0.

   **END OF PLANNING CONSENT ITEMS APPLICATIONS**

   REGULAR AGENDA - (Action will be taken on all Items unless otherwise noted)
Comm. Keller opened the meeting for public comment and there was none.

The motion passed 5-0.

18.b. For Possible Action: Appoint a member to the Smith Valley Advisory Board, with a term expiring December 31, 2021.
- Roger Rodarte, Application

Comm. Hockaday motioned to appoint Roger Rodarte to the Smith Valley Advisory Board, with a term expiring December 31, 2021.


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

The motion passed 5-0.

19. County Manager
19.a. For Possible Action: Review, amend or approve the Lyon County Building Use Policy (Requested by Commissioner Gray)
- Building Use Policy

Commissioner Gray commented there was confusion with the Dayton Valley VFW and the Senior Center. They are concerned about their material not being hung on the walls of the Senior Center. He is in support of the community services organization to display their material and amend the policy.

Jeff Page recommended to leave the policy as is, and allow the board of the facility to manage the posters to be displayed. There could be a case installed for the monthly updates.

Shayla Holmes stated a concern that there were supplies stored at the facility which goes against policy. Since then, staff has reviewed the policy. Each center has a community of members and not a board. The communities fundraise for additional needs not provided. They vote what they want to spend their fundraising on. It was discussed to have a display cabinet where they can collaborate what can be displayed.

Comm. Jacobson is in support of not storing supplies at the buildings, and of wall space for veteran groups.

Comm. Henderson asked for more information on the committee. He is in support of a permanent display for the veterans.

Shayla Holmes stated the members are those who participate at the center, and it is not a board. They have an agenda and as a group they vote on various items. She requested for an additional stipulation such as one wall hanging per group.

Comm. Gray wanted their awards to be hung.

Comm. Keller is in favor for the veterans to hang their materials. She stated to open the policy to everyone, it can open the possibilities that isn’t manageable. She asked if all the organizations will be listed or just the veterans. She asked who utilizes the center at a regular basis.

Shayla Holmes stated she knows of some but would have to review all the centers to get an answer. There is a display at Silver Springs.

Comm. Gray motioned to amend the Lyon County Building Use Policy to allow the VFW or American Charter Organizations in Lyon County to display awards, plaques, and charter on the walls at the Senior Centers on a full-time basis.

Comm. Hockaday seconded.
Comm. Hockaday stated his second stands.

Comm. Keller opened the meeting for public comment.

Public Comment:
Russ Wright stated this is a lack of communication. He suggested to negotiate the space.

MaryAnne Sicheck questioned the specification locations of the change, and questioned why it is a public display location.

Barney Wadley testified as a VFW, the area of the wall is 2x3 feet. He stated he brings in and out the supplies. He gave an accounting of items displayed and is in favor of the motion.

Tony Stevenson stated as a veteran, he is discouraged by the conversation and it is not equal or fair. All groups should be recognized.

Comm. Keller closed public comment.

The motion passed 5-0.

19.b. For Possible Action: Discussion and direction to staff on proceeding with a request for proposal for the Solid Waste Franchise Agreement. (Requested by Commissioner Gray)
- Solid Waste Franchise - Request for Proposal

Commissioner Gray has requested that this item be discussed so that staff can put together a request for proposal (RFP) for a new franchise agreement, and designate what would be included in the franchise agreement.

Jeff Page stated he was asked previously to schedule a date for an additional meeting or workshop. He will schedule a workshop with the Advisory Boards and Stakeholders prior to an RFP being drafted.

Comm. Jacobson reported there are additional opportunities with a company that can provide larger dumpsters at reasonable pricing.

Jeff Page stated there is a meeting scheduled to review their proposal. He stated mid-July the workshop will be scheduled.

Comm. Keller asked for it to be centrally located.

Jeff Page stated he will look at a location that has connectivity to the internet.

Comm. Gray motioned to schedule a workshop on July 21, 2021 at the County Manager’s discretion preferably is a centrally located lactation.

Comm. Keller stated there could be scheduling conflict that day, she would want the vendors to attend.

Shayla Holmes stated she will confirm the date.


Comm. Keller opened the meeting for public comment.

Public Comment:
Mandy Bennet reported her challenges, and wanted a dumpster included.

Comm. Keller closed public comment.
Comm. Gray stated both he and Comm. Henderson requested this item. He requested to rename Old Dayton Valley Road, to have a discussion on possibilities. He suggested a possibility in honor of President Trump.

Comm. Henderson stated this is to honor President Trump’s accomplishments.

Comm. Keller asked in regards of the application process, is it proper to make a motion prior to an application being submitted.

Jeff Page stated the motion would need to include waiving any application fees.

District Attorney Steve Rye stated they can direct staff to start the application process. There are some internal reviews and public notice and public participation to be completed. Today is a discussion to evaluate how to start the process.

Comm. Jacobson stated this is the first he heard of the name request. He wanted the public to have the opportunity to be involved in the process.

Josh Foli stated the steps are included in the packet. He advised the Board the School District owns part of the road. For the County, there isn’t a financial concern, but there could be for the School District.

Senior Planner Rob Pyzel stated the street name changes are approved by the Planning Commission, but can also be appealed at the Board of Commissioners. There is also need for a Certified Amendment recorded, and also maps would need to be changed. The Advisory Boards would also hear the item.

Comm. Gray motioned to begin the process to change Old Dayton Valley Road to Pres. Trump Way, all of Dayton Valley Road and to waive the fees.

Comm. Henderson seconded.

Comm. Keller opened the meeting for public comment.

**Public Comment:**
Scott Keller recommended to name the street Donald Trump Way.

Tony Stevenson is not in favor of renaming the street of a controversial person and found it offensive.

Allison Woodman agreed with Tony Stevenson. She would recommend to allow the community to be involved picking a name.

Laney Henderson stated this should be postponed. She asked for her public participation of 19.h to be read into the record.

Steve Singer is not in favor of a presidential name and finds it inappropriate.

Rita Heidkamp is in favor.

Russ Wright stated the decision to rename the street won’t be consequential in the future.


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

19.e. For Possible Action: Consider request from Project One for an extension until February 2023 before the developer has to start paying the service fees for sewer and water connections related to the Sutro property and the WEST RADC settlement agreement entered into in 2017.
Comm. Gray questioned because of the delayed revenue, would the funds be recouped in the future?

Steve Hartman, Jr. stated he is not aware of those claims, it is a delay.

Comm. Gray stated that would be a loss of revenue to the County.

Comptroller Josh Foli from his understanding, they would delay payments for 18 months. That means a loss of payment to the County. He noted because this is an ongoing project, there is deterioration of the plant to those connections. There is a charge to rate payers, a fee of deterioration. There was a paid connection fee, but not a depreciation fee paid.

Utilities Director David Bruketta recommended to deny the item because the terms of the contract and settlement agreement are clear. Effectively, August 3, 2021 they would need to start paying the service fees and water rights. This is for a specific property, and the developer is working on other properties. Within the agreement, it does state it can be transferred to another property. Because these are being held, it would benefit them and the County to use them on another property.

Comm. Henderson asked if they did allow for them to use them on another property, could it be conditioned they had to use those connections first.

David Bruketta recommended for an internal discussion to be used first and a specific project so it wouldn’t be prolonged.

Comm. Gray is concerned it could create problems to allow them to use it on another property, resulting in the same situation.

Comm. Jacobson stated it is in the taxpayer’s best interest to have this move forward, because they are not receiving funding for those connections.

Steve Rye corrected it is the ratepayer’s, and not the taxpayer’s.

Comm. Gray asked if there is difference when Traditions or the Sutro Development comes on.

Steve Hartman, Jr. stated he does not know when that will occur.

Comm. Gray moved to deny the request from Project One for an extension until February 2023, but to allow the District Attorney and David Bruketta to work an agreement with Project One to shift connections from the Sutro property to the Traditions property.

Comm. Hockaday seconded.

Steve Rye verified the request is denied, the service fees need to begin August 3rd, but Mr. Bruketta is able to work on allowing the use for other projects.

Comm. Henderson asked to amend the motion to any of their projects and not just Traditions.

Comm. Gray declined, stating staff recommended Traditions.

Comm. Keller asked David Bruketta if they could be used on another property in the Dayton service area.

David Bruketta said he recommended the Traditions because he is aware of the project. He is agreeable to a project within the Dayton service area.

Comm. Gray amended his motion to the Dayton service area, not an area that has to be annexed.

Comm. Hockaday second stands.
Jeff Page stated the locations would be at the Dayton Utilities, Silver Springs Senior Center, and Fernley City Hall.

Comm. Henderson moved to approve the meetings on July 15th in Dayton, August 19th in Silver Springs, September 16th in Fernley, October 21st in Dayton, November 18th in Silver Springs, and December 16th in Yerington.

Comm. Gray seconded the motion.

Staff and the commissioners deliberated the schedule.


Comm. Henderson made a motion and was seconded by Comm. Gray. After a request made by staff it was withdrawn by both.

Comm. Henderson motioned to approve the August 19th meeting in Silver Springs, September 16th meeting in Dayton, October 21st meeting in Fernley, November 18th meeting in Silver Springs, and the July 15th and December 16th meetings in Yerington. At facilities identified by staff.

Comm. Gray seconded.

Comm. Keller opened the meeting for public comment.

**Public Comment:**

Rita Heidkamp requested the meetings outside of the County offices to have Zoom capabilities.

The motion passed 5-0

19.g. For Possible Action: Report and update on citizens advisory board including status for virtual meetings, resumption of in person meetings and issues related to meetings and compliance with new policies.

County Manager Jeff Page reported the current status of their meetings. He asked for direction from the Board in regards of compliance from those whom have not completed the requirement.

Comm. Keller asked the status of who has completed the training requirement for compliance.

Jeff Page reviewed the report given and it details which boards have completed the Open Meeting Law training, Citizen Advisory Board training, and the Google Drive record retention requirement. The purpose is to help the Advisory Board’s to understand their functions and their roles.

Advisory Board Liaison Erin Lopez reported the Mound House Advisory Board Chairman will contact her at a later date to fulfill the Google Drive Requirement. Smith Valley Advisory Board Members have completed the training requirements since the report had been given. She requested the members to contact her as needed for help.

Comm. Gray asked what her recommendation is moving forward. He commented a challenge is obtaining reports from them for the Commissioners and then to records.

Erin Lopez gave a statement that she has worked with the Advisory Boards and the Board of Commissioners to mediate the needs of both over the years. At this time, both know what is expected and the written plan should be followed.

Comm. Gray commented a direction could be is to have three Advisory Boards total, and to have them strategically located.
Comm. Gray stated it could help with the technology issues.

Jeff Page requested for staff to develop a report and process to change the Advisory Boards. He will bring back the issue to review further at another meeting. The Advisory Boards will be notified so they give their comments. He stated they are vitally important to the operation.

Comm. Keller stated after the training at the Advisory Board meetings, it does need to be addressed if members are refusing to take the Open Meeting Law training. The training is critical to their position on the Board.

Jeff Page recommended the members should have ninety days after the initial training to complete the requirement. At that point the member will be brought forward for possible removal.

Comm. Henderson stated the application should have verbiage to complete the training with the timeframe and possibility of removal.

Jeff Page stated the applications should be checked for a signature prior to being submitted for consideration. He asked the Board to support a motion to downsize the Advisory Boards and to complete the training within ninety days of the training being offered, if not the member will be brought forward for possible termination.

Comm. Keller stated within that ninety days, the Board can review if there was a circumstance, it could be excused, and the member could be given another chance.

Erin Lopez clarified for the training requirements, she can do the Citizen Advisory Board Handbook training in person, but the Open Meeting Law would be a video, since is it the District Attorney Steve Rye who does that training. She recommended to split up the trainings for each because it would be a long meeting for the Advisory Boards for both.

Jeff Page stated having the three Advisory Boards would help to fill the positions, and give them more applicants to choose from.

Comm. Hockaday stated the Advisory Boards are an asset to running their districts. He wants the members to complete the training requirements. He would be agreeable to contact those who have not completed the requirement.

Comm. Keller agreed they need to be involved with the Advisory Boards.

Comm. Henderson moved to direct staff to report back with ideas to possibly to consolidating the Citizen Advisory Boards and also the training requirements.

Comm. Gray seconded.

Comm. Keller opened the meeting for public comment.

**Public Comment:**
Silver Springs Advisory Board, and the Central Lyon County Parks Advisory Board Chairman Scott Keller stated after COVID the community is coming back into their routines. It has been difficult getting them involved in the meetings. If there is a problem in the area they are more apt to show up to the meetings. He suggested having a speaking at the meetings to increase awareness of the importance. He suggested having a chairman and a secretary training. He also suggested to have those who apply to watch the training video so they are aware of the responsibilities.

Silver City Advisory Board member Evangeline Elston thanked Erin Lopez for her help. It was confusing when starting to understand the communication process with the email. She is in support of the additional training suggested before her. It was difficult communicating with the other Board members when she started. She asked for them to consider their comments and be involved in the process regarding
Jeff Page gave his concerns of the document presented. He suggested to change the wording, so it does not dictate the Sheriff’s actions.

Comm. Keller and Comm. Gray both stated it was to support the Sheriff and not dictate his actions.

Comm. Hockaday gave his testament and his support of the Constitutional Rights for the Lyon County residents.

Comm. Jacobson is in support of the document, but it doesn’t need to be proclaimed if the Sheriff is a member of the Constitutional Sheriffs and Peace Officers Association.

Comm. Keller gave the recent history of the other Counties and their actions with a Resolution, proclaiming them to be a Constitutional County. She also noted, when they took an oath, they work under the Constitution of Lyon County. Hence, becoming a proclamation, and the Sheriff’s becoming involved with the Sheriffs and Peace Officers Association. She supports the Sheriff upholding the Constitution and being a member.

Sheriff Frank Hunewill stated he is a part of the Peace Officers Association. The concern is the comprehension in the document, that it is communicated he will be told what to do. He commented he does not need their written support, he knows they do.

Comm. Henderson gave his support of the proclamation except for the line, “and proudly supports the Sheriff as being a member of the Constitutional Sheriffs and Police Officers Association.” He recommended to remove it as it is not necessary.

Comm. Gray asked if the Sheriff wanted the line removed or is he neutral. Or, would he be agreeable to, “and we proudly support our Sheriff.”

Sheriff Frank Hunewill answered he would want it removed due to perception. He agreed to Comm. Gray’s suggested change in language.

Comm. Gray moved to approve a Proclamation 21-18 with the change, and we proudly support our Sheriff, as mentioned.

Comm. Hockaday seconded.

Comm. Keller opened the meeting for public comment.

**Public Comment:**
Erin Lopez read into the record a letter given from Lainey Henderson, Robert Elston, and Meg Burns.

Allison Woodman gave her statement she is not in support.

Evangeline Elston stated as a citizen, and not an advisory board member, she is not in support of the item.

Steve Singer is in agreement with the letter writers and the speakers before him. He wants them to consider the economic development level and what is best for the County.

Kathleen Toigo stated she agrees with Steve Singer and Jeff Page. She is concerned it is viewed of being extreme in viewpoint.

Wendy Madson gave a statement for her concern of the impacts it could have.

Tony Stevenson gave his concern of the Sheriff’s participation in the Constitutional Sheriffs and Peace Officers Association.

Lynn Ballatore commented she is not in favor.
Comm. Keller closed public comment.

Comm. Gray read the proclamation into the record.

The motion passed 5-0

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

Jeff Page gave an update of the drafted changes that have been completed. They are being reviewed with the building codes, to see if there are any building codes that would need to be amended

20. Other

20.a. For Presentation Only: A report to be given for the Community Development Block Grant (CDBG), opening for applications for the FY 2022-2023.
   - CDBG Board Report
   - CDBG 2022 Application Handbook

Grant Administrator Erin Lopez gave a report Lyon County is announcing the Community Development Block Grant open application cycle for 2022-2023. The program provides communities with opportunities for resources to address development needs within the low to moderate income areas. The Lyon County Board of Commissioners will hear presentations of potential CDBG applications at their August 5, 2021 meeting. They will select grants to move forward to the State for consideration at their October 7, 2021 meeting.

21. Agenda Requests

Comm. Gray requested to carry over items removed today to the next meeting.

22. Commissioner Comments

Comm. Gray wished the public a Happy Fourth of July.

Comm. Jacobson thanked everyone for their comments today. He stated he voted against renaming the street, because it should go to the people first. The next meeting he will need to attend via Zoom. He wished everyone a Happy Fourth of July.

Comm. Hockaday wished everyone a Happy Fourth of July. He stated in the Constitution starts with, We the people, and it’s important to remember we are in charge.

Comm. Henderson wished everyone a Happy Fourth of July.

Comm. Keller thanked County Manager Jeff Page for his leadership. She wished everyone a Happy Fourth of July.

23. Closed Session pursuant to NRS 241.015(3) (b) (2) - It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

There was no closed session.

24. Public Participation

Tony Stevenson stated the Chair did not give him the same thirty second warning others had received during public participation.
Yerington, Nevada  
July 1, 2021  

VIDA KELLER, Chairman

ATTEST

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

1. Roll Call

Present: Vida Keller, Ken Gray, Wes Henderson, and Dave Hockaday  
Via Zoom: Robert Jacobson

2. Invocation given by Mitch Forester of the Mason Valley Southern Baptist

Mitch Forester gave the invocation.

3. Pledge of Allegiance

4. Public Participation

Russ Wright reported the parade went well. He thanked the Sheriff’s office for their assistance, and Jason Graham from the Road Department.

5. For Possible Action: Review and adoption of agenda

Jeff Page requested to pull item 16.a, and Comm. Gray requested to pull 16.c.

Comm. Gray moved to approve the agenda, minus #16.a and 16.c, Comm. Henderson seconded and the motion passed 5-0.

6. Presentation of awards and/or recognition of accomplishments

6.a. For Presentation Only: Recognize the Lyon County Human Services Division Managers (Heather Benson, Jenna Dykes, Jennifer Thomas, and Rebecca Williams) and Program Analyst (Tiffany Mazza) for their collaborative efforts in grant writing and securing additional grant funds to enhance services and continue the mission of Lyon County Human Services.

Human Services Shayla Holmes acknowledged Heather Benson, Jenna Dykes, Jennifer Thomas, Tiffany Mazza, and Rebecca Williams for their efforts in grant writing and securing funds for their department.

7. Commissioners/County Manager reports

Comm. Hockaday thanked Jeff Page for his aid with his questions he had from the community. The Ranger District requested help, and he requested an agenda item for a representative.

Comm. Henderson stated he attended the Mound House and the Dayton Regional Advisory Boards. He will have a report at the next meeting for the National NACO Conference he attended.

Comm. Jacobson thanked Shayla Holmes and her staff for their grant writing. He thanked the City of Fernley for their festivities. He reported the Fernley City Council meeting. He thanked the longevity of the staff.

Comm. Gray stated there was a fatal accident in the Highway 50 Corridor and he encouraged NDOT to help expedite safety measures.

Comm. Keller stated the Fourth of July festivities were good.

County Manager Jeff Page stated the hardware is needed at the Silver Springs location for the Waste Management Meeting. He asked for the Commissioners to send in times he can schedule the meeting. He commented he will agendized the item to appoint Comm. Hockaday to the board because he has forest land
Commission will hear a request for an application on Pine Nut Drive, and he mentioned the possible impacts to the roads.

10. Advisory Board reports

There was a late backup report submitted by the Smith Valley Advisory Board.

CONSENT AGENDA

Comm. Henderson moved to approve the consent agenda items #12.a – 14.c, minus item 11.a.

Comm. Hockaday seconded.

Comm. Keller asked for public participation, there was none, and the motion passed 5-0.

11. For Possible Action: Approve County Commission Minutes
   11.a. For Possible Action: Approve the July 1, 2021 minutes.

The item was pulled from the agenda.

12. Contracts
   12.a. For Possible Action: Accept grant award from Nevada's Governor's Office of Economic Development (GOED), for the Community Development Block Grant Program (CDBG), to assist with water system isolation valves project for the Silver Springs Mutual Water Company in the amount of $95,036.

   12.b. For Possible Action: Approve a subrecipient agreement to use the Community Development Block Grant (CDBG) Funding between Lyon County and the Silver Springs Mutual Water Company in the amount of $95,036.

   12.c. For Possible Action: Approve Proposal from Lexipol to manage and update our current department policies and daily training bulletin's. Contract is a one year contract in the amount of $25,970.00, funded by a contingency budget transfer.

   12.d. For Possible Action: Approve a contract with Nevada Gunfighters for $1,200 for entertainment services at the Fair & Rodeo.

   12.e. For Possible Action: Approve a Memorandum of Understanding with the Lyon County School District for three school resource officers totaling $360,000 for the period July 1, 2021 through June 30, 2022.

   12.f. For Possible Action: Approve a three-year contract for inmate medical services with Recon Technologies, Inc., doing business as Recon Health Care Services for the period July 1, 2021 through June 30, 2024, with two optional one year terms, in the amount of $713,000 in year 1, $748,650 in year 2, and $786,082.50 in year 3.

13. Grants
   13.a. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2022 Mobile Outreach Safety Team (MOST) programs, in the amount of $118,000.00.

   13.b. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Office of Community Partnership and Grants for SFY2022, in the amount of $39,105.00 for the Family Resource Center (FRC).

   13.c. For Possible Action: Accept a grant for $3,400 from the Dave & Cheryl Duffield Foundation to pay for standard adoption fees at the Animal Shelter for pet adoptions.
14.c. For Possible Action: Approve creating four temporary positions to work during the Lyon County Fair & Rodeo to be paid out of the Fair & Rodeo Fund budget.

**END OF CONSENT AGENDA**

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

15. Board Appointments and Resignations
   15.a. For Possible Action: Appoint a member to the Mason Valley Mosquito Abatement District Advisory Board.

Comm. Hockaday motioned to appoint Ed Moreda to the Mason Valley Mosquito Abatement District Advisory Board.

Comm. Gray seconded.

Comm. Henderson asked if there was a term for the appointment.

Erin Lopez stated there are no terms set for this Board.

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

The motion passed 5-0.

16. County Manager
   16.a. For Possible Action: Approve the Nevada Agreement on Allocation of Opioid Recoveries.

The item was removed from the agenda.

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

Jeff Page stated there will be an agenda of the drafted ordinances item from the previous requests brought to the Board at the next meeting.

There were no additional requests or comments for the item.

   16.c. For Discussion Only: Discussion on voting machines including associated costs and operations. (Requested by Commissioners Gray and Hockaday)

The item was removed from the agenda.

   16.d. For Possible Action: Direct staff to begin the application process to change the name of Old Dayton Valley Road to Pres. Trump Way, approve the application and authorize staff to move forward with the process.

Jeff Page stated the last meeting the language for this item was too open and vague. Due to that, it is written in more detail today, and he asked for the Board to correct it before it is an Open Meeting Law Violation. He gave an overview of the item from the last meeting and the possible process to move forward with an application. He advised the public and the Board that the District Attorney has given direction that the letters from public participation must be a part of the record, and aren’t required to be read into the record.

Comm. Henderson commented this is to confirm to move forward with the process. He thanked everyone for their comments, but also stated comments from the public should be addressed civilly.
Comm. Gray motioned to direct County staff to prepare language for an advisory question, to rename Old Dayton Valley Road to Pres. Trump Way, in Dayton, to be on the next ballot.

Comm. Hockaday seconded.

District Attorney Steve Rye the motion cannot be to put on the issue on the ballot. He clarified the motion is for staff to bring it back at a later meeting as an agenda item to vote to have it on the ballot.

Comm. Keller stated her concern is the agenda item is to go ahead with the application or not. The motion is for a different course of action. It would be a better action to request an agenda item instead of a motion

Steve Rye stated the Board should also address the application in the agenda item. He commented the current motion is related and a lessor action. It does fall under the same subject matter. He recommended to have the discussion on whether the application will move forward, then to address a future agenda item.

Comm. Gray rescinded the motion.

Comm. Hockaday pulled his second.

Comm. Gray motioned to direct staff to begin the application process change the name of Old Dayton Valley Road to President Trump Way, to approve the application and authorize staff to move forward with the process, and to hold it until an advisory question is prepared for the next election.

Comm. Keller did not agree, the application process should not move forward until after the ballot question.

Steve Rye stated the advisory question is not binding and the board would still need to vote. He would not hold the application until after the vote.

Comm. Henderson asked if there is a timeline after the application process has started.

Rob Pyzel answered the application must be reviewed for completeness within three days and then is distributed to other agencies and departments. The application is moved along as quickly as possible to the Planning Commission for a public hearing process. There are statutory guidelines in NRS.

Comm. Gray rescinded his motion.

Comm. Gray moved to approve as presented.

The motion failed for lack of a second.

Jeff Page stated because there is a correction that needs to be made from an Open Meeting Law Violation, there needs to be an action.

Comm. Keller seconded the motion.

Comm. Keller opened the meeting for public comment.

Public Comment:
Lorrie Olson gave her testament of the community and the Board’s action. She is in favor.

Yvonne LaPaix stated to keep the name as is because it’s historical. It’s not financially responsible and is politically motivated.

Johnye Saylor read in a comment from the Soroptimist International of the Comstock from Dayton. She stated the rumor that Comstock Mining would pay for the name change is false.
Matt Bowman stated there are other roads or buildings in other states named after presidents.

David Moore opposes the item. He stated it’s not in the right location, and should be in a nonpartisan area because of the school and the historical street.

Joshua Skaggs gave his testament to honor the president.

Doug Puniak stated he is in favor of the item.

George Hendrix gave his support of the item and the President.

Maxine McKinnon stated she is not in favor of the item. She stated it is creating opposition in her community.

Stephanie Leist commented she is in support of the item.

George Robinson is not for or against. He stated the Board should work on Pete Hendrichs Road.

Elaine St. John gave her testament of political occurrences, issues and challenges. She is in support of the item.

Mark Tilford stated he is in support of the item.

Alicia Albertson is opposed to renaming the street, and resources could be utilized elsewhere.

Mary Lou Lancaster is not in support of the item.

Tony Stephenson stated he is not in favor of the item and the Board should focus on more important tasks.

Christopher Gonzales stated the proposed name doesn’t do not adhere to County Code. He is not in favor of the item, or that it could be appealed by the Board of Commissioners if the Planning Commission denies it.

Kelli Anderson gave her account of the situation and the challenges. She opposes renaming the Dayton Valley street, and another street would be more favorable.

Teresa Jarrett stated she is opposed to renaming Old Dayton Valley Road. It is political and dividing the community. She stated it is protected under a historical act. She is in support of a ballot question.

Edrie LaVoie stated her concern for the Board members to rename roads.

Thomas Selmi stated his concern with the impact to the school and the youth attending at that school.

Tom Toigo is not in support to rename the street after the President Donald Trump.

Lisa Shumway is not in favor and the resources could be spent elsewhere within the community.

Carrie Harrison opposed the renaming of the road and stated it’s wasteful to the surrounding buildings. She stated her concern of the street being vandalized.

Steven Ayer stated it’s not a good idea and creating controversy within the community. There are more important issues to focus on and it’s not of fiscal importance.

Ron Dayton is in support of renaming the street.

Kathy Walkup is not in support of renaming the street. She stated it is not a positive example to the children.
Comm. Gray stated the School would need to update their address as of today because it is incorrect. It will not cost the taxpayers any money. He stated the people he had spoken to that were in support didn’t feel they could voice their opinion due to repercussions. Comm. Gray stated the road isn’t historical because there is not a historic occurrence, it is just old. This issue is not in relation to funding for community events or facilities. In his perception, President Donald Trump was a strong leader. He gave his testament of his support of all Presidents for serving their Country.

Comm. Keller wanted to clarify the item is to direct staff to move forward. It will not change the road today. It is an application process. She gave her support of the President and how he created the Opportunity Zones. She gave an account if Biden’s actions as President. She asked if the road could be modified after the application is submitted.

Rob Pyzel stated it could prior to being sent out to agencies and Boards for review.

Jeff Page accredited the Board in handling the controversial item, and appreciated the efforts to keep it professional.

The item failed 2-3. Comm. Hockaday, Henderson and Jacobson were opposed.

16.e. For Possible Action: Approve agreement with Walther Law Offices, PLLC to serve as Lyon County's public defender, effective August 1, 2021.

Jeff Page gave a history of the public defenders in the past to the current contract presented. Staff worked with Walther Law offices to contract the work and to be compliant with the Indigent Defense.

Mario Walther commented they are pleased to continue the services in Lyon County. They are in the process of hiring lawyers to carry the caseload.

Comm. Gray asked if they are certified to handle death penalty cases.

Mario Walther stated they are not at this time.

Jeff Page stated in the last 35 years there was only one death penalty case. There was an outside council appointed. The public defender at the time sat second chair.

Comm. Henderson motioned to approve the agreement with Walther Law Offices, PLLC to serve as Lyon County’s public defender, effective August 1, 2021.

Comm. Hockaday seconded.

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

The motion passed 5-0.

17. Comptroller

17.a. For Possible Action: Discussion and direction to staff to bring modifications to the Quarter-Cent Infrastructure Sales Tax Plan and County Code on a future agenda.

Jeff Page gave the Board a report of the jail addition. It is a necessary need for Lyon County. There are overwhelming social and safety concerns. The jail project cannot be currently funded given the general economic condition and viability of the county. Additional funding sources and revenue streams are needed.

Comm. Henderson moved to direct staff to bring modifications to the Quarter-Cent Infrastructure Sales Tax Plan, to include future uses for building infrastructure within Lyon County.

Yerington, Nevada
July 15, 2021

Replacement - Phase 1A, Upper and Lower Dayton Tank Rehabilitation, and the Willow Creek Lift Station Liner Rehabilitation. He gave an overview of the project in construction is the Eldorado Pressure Reducing Valve (PRV) Relocation. He reported the projects that are completed are the Hwy 50 Sewer Replacement - Phase 1, and the Rolling A Plant New Influent Flow Meter.

18.b. For Possible Action: To find that Farr Construction Company, dba Resource Development Company (RDC), is the lowest responsive and responsible bidder for the Upper Dayton and Lower Dayton Tank Rehabilitation Project with a bid amount of $292,140; to issue a Notice of Award and Contract to RDC in an amount not to exceed $322,140 which includes a $30,000 contingency account controlled by Lyon County Utilities to cover unexpected costs in the project; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund (David Bruketta).

Utilities Director David Bruketta reviewed the bidding process. This project was reviewed by Kishora Panda in the prior mentioned agenda item. He recommended to award the contract to RDC.

Comm. Henderson is concerned with the lower bid, that in the future there could be change orders.

David Bruketta gave a statement of the reasons for the costs differences. He reported staff reviewed the bid with RDC and were satisfied they could meet the requirements of the bid. There is a contingency built into the bid to cover costs.

Comm. Henderson motioned to award contract to Farr Construction Company, dba Resource Development Company (RDC), in the amount not to exceed $322,140.

Comm. Hockaday seconded.

Comm. Keller opened the meeting for public comment.

Public Comment:
Russ Wright asked if there is a conflict of interest with Farr Construction being contracted with the County for inspections and engineering, then to be awarded this contract.

David Bruketta answered this is Farr Construction and is a separate entity from Farr West Engineering.

The motion passed 5-0.

18.c. For Possible Action: To find that White Rock Construction, Inc., is the lowest responsive and responsible bidder for the Highway 50 Water Main Replacement, Phase 1A, project in Dayton with a bid amount of $884,521; to issue a Notice of Award and Contract to White Rock Construction, Inc., in an amount not to exceed $884,521; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund (David Bruketta).

Utilities Director David Bruketta reviewed the bidding process. This project was reviewed by Kishora Panda in the prior mentioned agenda item.

Comm. Henderson moved to find that White Rock Construction, Inc., is the lowest responsive and responsible bidder for the Highway 50 Water Main Replacement, Phase 1A, project in Dayton with a bid amount of $884,521; and to issue a notice to award contract to White Rock Construction, incorporated in that amount; and to authorize the Utilities Director to sign project-related documents.

Comm. Hockaday seconded.

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

The motion passed 5-0.
Comm. Keller opened the meeting for public comment and there was none.

The motion passed 5-0.

19. Agenda Requests

Comm. Henderson requested an update of COVID in Lyon County since May 1st.

20. Commissioner Comments

Comm. Keller stated it was a good meeting even though it was contentious.

21. Closed Session pursuant to NRS 241.015(3) (b) (2) - It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

There was no closed session.

22. Public Participation

There was none given.

23. Adjourn

Comm. Keller adjourned the meeting.

LYON COUNTY BOARD OF COMMISSIONERS

VIDA KELLER, Chairman

ATTEST

NIKKI BRYAN, Lyon County Clerk/Treasurer
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.a

Subject:
For Possible Action: Accept and award the 2021 RTC Pavement Maintenance Project to Sierra Nevada Construction for the amount of $3,144,007.00

Summary:
For possible action to accept and award the 2021 RTC Pavement Maintenance Project to Sierra Nevada for the amount of $3,144,007.00. Approve a 10% contingency for any unforeseen issues, and allow staff to sign project related documents. This year’s project will be in the Dayton and Marktwain Area. This project will be paid out of the RTC fund.

Financial Department Comments:
This is within the budgeted amount for the RTC Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
For Possible Action: Accept and award the 2021 RTC Pavement Maintenance Project to Sierra Nevada Construction who was the lowest responsive bidder for the amount of $3,144,007.00.

ATTACHMENTS
- Letter of Recommendation to Award
- Notice of Award
- Agreement
July 8, 2021

Dustin Homan
Lyon County Road Department
18 Highway 95A North
Yerington, NV 89447

Re: Letter of Recommendation to Award for 2021 County Roadway Resurfacing Project

Dear Mr. Homan:

On July 7, 2021 Farr West Engineering held a bid opening for the 2021 County Roadway Resurfacing Project on behalf of Lyon County Road Department. Bid information was compiled and Sierra Nevada Construction is the apparent low bidder with a bid price of $3,144,007.00.

Farr West has evaluated the Sierra Nevada Construction Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered “responsive”. We have also performed a due diligence check on the company by checking provided references, System for Award Management, Nevada State Contractor’s Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that Sierra Nevada Construction is qualified to perform and complete the work associated with this project. A search with the Contractor’s Board shows no disciplinary action against them and they are within their licensed limits. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them.

Sierra Nevada Construction has over 30 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, Farr West finds Sierra Nevada Construction as being a “responsible” Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Regards,

Christina Brennan, P.E.

Attached: Bid tabulation
# BID OPENING FORM

Lyon County Road Department  
2021 County Roadway Resurfacing

Lyon County Utilities  
Conference Room, 34

Bid Opening Location: Lakes Blvd, Dayton, NV  
Date: Wednesday, July 7, 2021  
Time: 2:00 PM  
Owner: Lyon County Road Depart  
Engineer: Farr West Engineering

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Base Bid Total:  
- Sierra Nevada Construction: $3,144,007.00
- Intermountain Slurry Seal: $3,717,717.00
- VSS International: $3,720,116.64

RANK

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NOTICE OF AWARD

Date of Issuance: August 5th, 2021

Owner: Lyon County Roads Division  Owner’s Contract No.: PWP-LY-2021-315

Engineer: Farr West Engineering  Engineer’s Project No.: 2060

Project: 2021 County Roadway Resurfacing  Contract Name: 2021 County Roadway Resurfacing

Bidder: Sierra Nevada Construction, Inc

Bidder’s Address: 2055 East Greg Street  Sparks Nevada 89431

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 7, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 2021 County Roadway Resurfacing

The Contract Price of the awarded Contract is: $3,144,007.00

☒ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 4 counterparts of the Agreement, fully executed by Bidder.

2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer
THIS AGREEMENT is by and between Lyon County Road Department ("Owner") and Sierra Nevada Construction, Inc ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of the protective surface sealing with slurry seal, chip seal w/fog seal, double chip seal with fog seal, cape seal, crack seal, and roadway pavement markings on roadways within Dayton Valley, Lyon County.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2021 County Roadway Resurfacing**.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farr West Engineering.

3.02 The Owner has retained Farr West Engineering ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within **120 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **130 calendar** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the...
delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,200 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 [Deleted]

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the _last_ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. _95_ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
b. ___95___ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to ___97.5___ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less ___200___ percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment
A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST
7.01 All amounts not paid when due shall bear interest at the rate of ___0___ percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS
8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:
   1. This Agreement (pages 00520-1 to 00520-7, inclusive).
   3. Payment bond (pages 00615-1 to 00615-3, inclusive).
   4. General Conditions (pages 00700-1 to 00700-65, inclusive).
   5. Supplementary Conditions (pages 00800-1 to 00800-13, inclusive).
   7. Drawings/Appendices consisting of Appendix A through H
   8. Addenda (numbers 1 to 3, inclusive).
   9. Exhibits to this Agreement (enumerated as follows):
      a. Notice to Proceed (pages 00550-1 to 00550-1, inclusive).
      b. Contractor’s Bid (pages 00410-1 to 00410-6, inclusive).
      c. Notice of Award (pages 00510-1 to 00510-1, inclusive).
      d. Documentation submitted by Contractor prior to Notice of Award (N/A).
   10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
       a. Notice to Proceed
       b. Work Change Directives.
       c. Change Orders.
       d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
ARTICLE 10 – MISCELLANEOUS

10.01 Terms
A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract
A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns
A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability
A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 Contractor’s Certifications
A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions
A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the
party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 5th, 2021 (which is the Effective Date of the Contract). The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER: 

____________________________________

By: ______________________________

Title: ______________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ______________________________

Title: ______________________________

Address for giving notices: 

____________________________________

____________________________________

____________________________________

License No.: ______________________________

(where applicable)

CONTRACTOR: 

____________________________________

By: ______________________________

Title: ______________________________

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.b

Subject:
For Possible Action: To authorize the County Manager to sign the contract with SIMERSON for the Lyon County Jail Modification project in the amount of $99,869.00. SIMERSON was the lowest responsive and responsible bidder on the project.

Summary:
Approve contract with SIMERSON for the jail modifications to an existing cell to create a padded cell and add an additional detention door for added security.

Financial Department Comments:
This will be paid out of the infrastructure tax in the Capital Improvements Fund. It has sufficient budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
For Possible Action: Approve a contract with SIMERSON for the Lyon County Jail Modification project in the amount of $99,869.00. SIMERSON was the lowest responsive and responsible bidder on the project.

ATTACHMENTS
- Memo to BOCC Jail project
- Contract Simerson Jail
- Detention Facility Modifications
To: Board of Lyon County Commissioners

From: Douglas Homestead, Lyon County Facility Director

RE: Contract for modifications to Lyon County Jail facility

Date: July 21, 2021

The Jail facility is in need of an additional padded cell for housing more than one mental inmate and the addition of a detention door added to an exit hall for security concerns. We received three quotes for the proposed project:

1. Simerson: $99,869.00
2. Sletten Construction: $118,613.00
3. Peerless Construction: $123,197.00

After consulting with Far West, our recommendation is to accepting the estimate from Simerson for the amount of $99,869.00.

Sincerely,

Douglas Homestead, Facilities Director
INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES

This Agreement is made by and between Lyon County, a political subdivision of the State of Nevada, (hereinafter "County"), and SIMERSON, (hereinafter "Contractor").

1. SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for County:

1. Adding detention door: Removing gun vaults and reinstall one of them, installing wall and new detention door, relocating air return duct
2. Remodeling one holding cell into a padded cell.
3. Contractor will provide all labor and materials. Contractor will perform work per attached drawings.

2. TERM

Contractor shall begin performance of services as provided herein on August 6, 2021, and shall complete all services no later than December 30, 2021 unless this Agreement is terminated sooner in accordance with its terms.

3. PAYMENT

In consideration of the services to be performed by Contractor, County agrees to pay Contractor the total sum of $99,869.00. Such payment will be made in accordance with the following schedule:

50% Issuance of contract from County
25% Commencement of project construction
25% Completion of project

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees; memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

4. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent contractor relationship:

a. Contractor has the right to perform services for others during the term of this Agreement.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.

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g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.

h. County shall not require Contractor or Contractor's employees or contact personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license # is N1510416029. Contractor must provide Federal Tax or Social Security Number on required Form W-9. OR Contractor is not licensed as Contractor and is exempt because _____________________________.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

5. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

6. INSURANCE

County shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall procure and maintain general liability coverage in an amount of not less than $2,000,000 and auto liability coverage in an amount of not less than $500,000 to cover Contractor's activities with respect to services provided pursuant to this Agreement.

7. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement.

8. BACKGROUND INVESTIGATION

If required by County, Contractor agrees to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any cost associated with the background investigation will be paid by Contractor. Notwithstanding the provisions of paragraph 8 below, the discovery of an undisclosed crimi-
nal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

10. **MISCELLANEOUS PROVISIONS**

a. This Agreement shall be entered into in Lyon County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient’s address as stated in this Agreement.

c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

d. Contractor may not assign or subcontract any rights or obligations under this Agreement without County’s prior written approval.

e. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

**CONTRACTOR**

Name: SIMERSON

Address: 1617 FORREST WAY

CARSON CITY, NV 775-883-3133

**LYON COUNTY**

Date: 7/20/2021

Department Head

County Manager

Date: 7-28-21

Contractor’s Signature

Date
OWNER / DEVELOPER:

LYON COUNTY
18 HIGHWAY 95A NORTH
YERINGTON, NV 89447
PHONE: (775)463-6551
FAX: (775)463-6533

ENGINEER:

FARR WEST ENGINEERING
5510 LONGLEY LANE
RENO, NV 89511
PHONE: (775) 851-4788
FAX: (775) 851-0766
INTERIOR ROOM PHOTO

SCALE:
USE WIDE METAL FRAME DOOR AND SECURE TO EXISTING CMU WALL WITH METAL STUD FRAMING. ADD HIGH IMPACT DRYWALL ABOVE DOORFRAME TO CEILING.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.c

Subject:
For Possible Action: To approve amendment No. 1 to Task Order 112 with Farr West Engineering for engineering services during construction of the highway 50 water main replacement phase 1A project in an amount not to exceed $106,100 with funding from the Dayton Water Fund (David Bruketta).

Summary:
Task Order No. 112 was for final design, permitting, and bid support services for the highway 50 water main replacement, phase 1A, project for $29,500. This project was awarded to White Rock Construction on July 15, 2021, and construction will begin in August. Amendment No. 1 to Task Order 112 is a continuation of service from Farr West Engineering to provide construction administration, observation, surveying and record drawings support for $106,100 which brings the total task order amount to $135,600.

Financial Department Comments:
This will be paid from the Dayton Water Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to approve amendment No. 1 to Task Order 112 with Farr West Engineering for engineering services during construction of the highway 50 water main replacement phase 1A project in an amount not to exceed $106,100 with funding from the Dayton Water Fund.

ATTACHMENTS
- Amendment 1 to Task Order 112 with Farr West
AMENDMENT TO TASK ORDER 112
Amendment No. 1

The Effective Date of this Amendment is: August 5, 2021

Background Data

    Effective Date of Task Order 112: **March 31, 2021**

    Owner: **Lyon County**

    Engineer: **Farr West Engineering**

    Project: **Hwy 50 Water Main Replacement Phase 1A**

Nature of Amendment:

**TO 112 included only completion of the project design and assisting with bidding the project and contractor selection. This TO amendment will include Construction administration, construction observation, construction surveying and staking services, and record drawing preparation services.**

Description of Modifications:

**See Exhibit A – Scope of Work**

Agreement Summary:

- Original agreement amount: $29,500.00
- Net change for prior amendments: $0.00
- This amendment amount: $106,100.00
- Adjusted Agreement amount: $135,600.00

Change in time for services (days or date, as applicable): **See Exhibit A, Part 3 - Schedule**
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
Signature: ____________________________
Name:  Vida Keller
Title:  Chair/Board of County Commissioners
Date Signed: ____________________________

Address for giving notices:
Lyon County
34 Lakes Boulevard
Dayton, NV 89403

ENGINEER:
Signature: ____________________________
Name:  Brent Farr, P.E.
Title:  President
Date Signed: 7/13/21

Address for giving notices:
Farr West Engineering
5510 Longley Lane
Reno, NV 8951
EXHIBIT A - SCOPE OF WORK

TASK ORDER #112 - AMENDMENT NO. 1
LYON COUNTY
HWY 50 WATER MAIN REPLACEMENT PHASE 1A

INTRODUCTION
The County has requested Farr West Engineering to provide construction administration, construction observation, construction surveying and staking services, and record drawing preparation for the Hwy 50 Water Main Replacement Phase 1A project. The tasks associated with this Scope of Work continue the same numerical sequencing as initiated in Task Order #112.

The breakdown for task added or revised under this amendment are as follows:
- Task 5 – Construction Administration (new task)
- Task 6 – Construction Observation (new task)
- Task 7 – Construction Surveying (new task)
- Task 8 – Record Drawing Preparation (new task)
- Task 99 – County Directed Services (existing task)

PART 1 – SERVICES

Task 5 – Construction Administration

Objectives
Farr West will monitor the project and keep the County informed of the project status at all times, utilizing construction meetings and preparing minutes, field orders, work change directives, and review of pay requests and submittals. Farr West will assist in tracking progress, as well as work, to identify and proactively resolve issues. This phase also includes assisting the County with the construction close out of the construction process and construction contract.

Approach
The following activities will be performed as part of this task:
- Preparation and distribution of Conformed Construction Documents that will include all addenda items.
- Manage and direct the project team (including survey and subcontractors).
- Provide routine project management and communications (scope, schedule, budget, invoicing, etc.).
- Establish and maintain a SharePoint site to store project documentation for all parties to retrieve through the duration of the project.
- Prepare agenda and meeting minutes for the pre-construction meeting with the County and Contractor. Meeting will be administered by Farr West.
• Schedule and manage weekly construction meeting in assistance with the County to provide a forum for and foster open communication between all parties (i.e., Contractor, County, and Farr West). Prepare all agendas and meeting minutes for weekly construction meetings.

• Review Contractor work plans and provide recommendations for approval or acceptance.

• Review Contractor progress schedule.

• Review and respond to the Contractor’s material submittals, catalog cut sheets, and shop drawings as required.

• Review and respond to applicable Contractor’s Requests for Information (RFIs).

• In conjunction with the County, coordinate changes in the contract and issue change orders to the Contractor in an efficient manner. Change Orders will be approved by the County. Force account procedures may be used if the County elects.

• Process Contractor pay requests monthly.

• Collect, and forward Certified Payrolls to County. County staff will review and process the CPRs.

• Prepare and distribute Work Change Directives (if deemed necessary) in association with any field orders.

• Attend additional project meetings and site visits to discuss specific issues; resolve construction related issues that arise; develop engineering solutions to construction conflicts and unforeseen conditions; and prepare necessary documentation.

• Maintain all project documentation for the duration of the project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, Field Orders, Work Change Directives, Change Orders, etc. Provide a complete electronic set of documentation at project completion (burned on CD or saved to thumb drive).

• Conduct a substantial completion inspection and prepare a final punch-list of work items to be completed by the Contractor prior to final inspection.

• Conduct a final inspection to verify that all outstanding work items are complete and certify substantial completion of the project

• Recommend project final acceptance to the County.

Assumptions
The following assumptions apply:

• County Roads staff will review Temporary Erosion and Sedimentation Control (TESC) Plan and Traffic Control Plan by the County Roads Department as part of the County permit process.

• Construction is assumed to be 60 calendar days (8 weeks) to reach substantial completion. Following substantial completion, construction is assumed to be 30 calendar days (4 weeks) to reach final completion.

• Weekly construction meetings will be administered by the Project Engineer, followed by a site visit to observe work progress and answer/resolve any engineering related issues. Weekly meetings are estimated to require 5 hours (agenda, travel, site visit, minutes).
• Project Engineer and engineering support staff will also be required to perform a site visit every other week to address construction related issues. These site visits are estimated to require 3.5 hours (travel, site visit).

• Five (5) requests for information (RFIs) are estimated to be completed for this project.

• Two (2) field orders (FO) or work change directives (WCD) are estimated to be completed for this project.

• Two (2) change orders are estimated to be completed for this project.

**Deliverables**
The following deliverables will be submitted under this task.

• Seven (7) sets of Conformed Construction Documents (plans & specs).

• Electronic copies of responses to material submittals, cutsheets, and construction plan review.

• Electronic copies of responses to work plans, RFIs, and requests for change orders.

• Draft and final notice of substantial completion.

**Task 6 – Construction Observation**

**Objective**
Farr West will provide one (1) full-time observer to monitor construction activities. This individual will also be assisting with the County’s Dayton Tank rehabilitation project, but only on a minimal level of effort (approximately 24 hours total).

**Approach**
The following approach will be taken:

• Provide daily oversight to verify work is in accordance with the contract documents, the design represented therein, and its intent.

• Prepare field reports describing the Contractor’s activities that identify the site conditions, the effort in which the Contractor executed the work, the work performed, and any issues of concern.

• Monitor records of daily work completed. Meet with the County and Contractor monthly to review unit pay quantities for partial payment requests.

• Collect truck tickets of imported and exported materials.

• Take digital photographs of construction progress and issues and provide to County as attachments to daily reports.

• Assist Project Engineer/County Project Manager in reviewing redlines marked by the Contractor that depict the deviations to the design conditions of the work as it progresses.

• Monitor the Contractor’s construction activities daily.

• Notify Construction Project Manager of any issues in the field as or before issues occur to allow quick resolution.
Assumptions
The following assumptions apply:

- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.
- Construction inspection through substantial completion is assumed to require an average of 40 hours per week, less the 24-hours of effort towards the Dayton Tank project. Assume 8-weeks of construction observation will be required, corresponding to the Construction Contract.
- Construction inspection through between substantial and final completion is assumed to require an average of 16 hours per week over a 4-week construction period.

Deliverables
The following deliverables will be submitted under this task:

- Daily construction inspection reports in electronic form.
- Field records and documentation received.

Task 7 – Construction Surveying

Objective
Provide construction survey staking of the water main improvements in support of construction activities.

Approach
Activities under this task will include the following elements:

- Coordinate with the Construction Manager and the Contractor for staking the line and grades of the water main, meters, fire hydrants, curb & gutter, and sidewalk.
- Offset stakes and hubs will be provided at 50’ intervals and on appropriate angle points along the water main alignments and concrete work.

Assumptions
The following assumptions apply:

- Cost estimates associated with this task are based on a minimum of four days by a one-man survey crew (6 hours) with associated office support.
- Cost estimates contained herein are based on a one-time staking effort for all features described above. Stakes that become destroyed and require replacement will be charged to the contractor on a time and expense basis according to rates based on the prevailing wage rates for Lyon County at the time services are performed, per State funding requirements for construction related activities.
- Traffic control necessary for construction staking will be provided by the Contractor.
- Farr West survey crews will follow an on-site safety plan provided by Contractor.
• The above work described that falls within the definition of a “Construction Site Survey” will be performed under the prevailing wage rate at the time the prime contract was awarded.

• Construction staking will not include “as-built” surveying, unless requested by the County and reimbursed through the County Directed Services task.

• Additional requested layout that is beyond this scope of work will be charged at a time and material basis. The minimum charge will be 4 crew hours. Reimbursement will be from the Contractor through the Construction Contract as a deduct under the Force Account bid item.

Task 8 – Record Drawing Preparation

Objective
Compile and produce record drawings depicting project construction.

Approach
Activities under this task will include the following elements:

• Review completeness of Contractor’s redlines on the project conformed drawings.

• Revise construction document drawings based on redlines provided by the Contractor. Revisions will be made in the AutoCAD files.

• Submit draft of Record Drawings to the County for review and comment. Farr West will incorporate these comments and finalize the Record Drawings.

• Prepare and submit record drawings to the County.

• As and when feasible on-site, Project Engineer will review redlines made by Contractor on the confirmed drawings and initial them with the progress of the project construction.

Assumptions
The following assumptions apply:

• The Contractor will provide complete and accurate redlines to Farr West.

Deliverables
The following deliverables will be submitted under this task:

• One full-size bond set of Record Drawings.

• Three half-size bond sets of the Record Drawings.

• Electronic file transfer of the AutoCAD drawings over SharePoint or similar.

Task 99 – County Directed Services

To cover the costs of project work items that are unforeseen by the County, a task budget of $9,900 is added to the existing Task 99 budget. Labor effort will not be charged to this task unless authorized in writing by the County. Budget includes $2,600 for additional construction observation work if additional Farr West staff is required at the Dayton Tank project and can’t be pulled from this project.
PART 2 – COMPENSATION

The County shall pay Farr West on a time and materials basis, including travel, not to exceed One Hundred Six Thousand and One Hundred Dollars ($106,100.00) for this amendment, as noted in the table below. Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates).

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<th>Amended Budget</th>
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PART 3 – SCHEDULE

The following is a proposed schedule to be used as a general guideline only.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Notice to Proceed</td>
<td>September 2021</td>
</tr>
<tr>
<td>Water &amp; Sewer Construction Phase:</td>
<td>September 2021 – November 2021</td>
</tr>
<tr>
<td>Project Close-out and Record Drawings:</td>
<td>November – December 2021</td>
</tr>
</tbody>
</table>
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.d

Subject:
For Possible Action: Approve a contract to Lumos & Associates for materials testing services for the highway 50 water main replacement phase 1A project in Dayton for an amount not to exceed $28,000 with funding from the Dayton Water Fund (David Bruketta).

Summary:
This contract provides the required material testing services for the highway 50 water main replacement, phase 1A project that was approved by the Board of Commissioners on July 15, 2021.

Financial Department Comments:
This will be paid from the Dayton Water Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to award contract as presented.

ATTACHMENTS
• Contract with Lumos and Associates for materials testing
INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES

For Lyon County Utility Department Tracking:
Contract #
Title: Hwy 50 Water Main Replacement - Phase IA Material Testing Services

This Agreement is made by and between Lyon County, a political subdivision of the State of Nevada, (hereinafter "County"), and Lumos & Associates, Inc. (hereinafter "Contractor").

1. SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for County:
Provide materials testing services for the Hwy 50 Water Main Replacement Phase IA project, Dayton, NV, in accordance with the proposal shown in Exhibit 1.

2. TERM

Contractor shall begin performance of services as provided herein on September 1, 2021, and shall complete all services no later than December 31, 2021, unless this Agreement is terminated sooner in accordance with its terms.

3. PAYMENT

In consideration of the services to be performed by Contractor, County agrees to pay Contractor the total sum of an amount not to exceed $28,000. Such payment will be made in accordance with the following schedule: Net 30.

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees; memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

4. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent contractor relationship:

a. Contractor has the right to perform services for others during the term of this Agreement.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described
services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Contractor or Contractor's employees or contact personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license # is 026402. Contractor must provide Federal Tax or Social Security Number on required Form W-9. OR Contractor is not licensed as Contractor and is exempt because NA.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

5. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

6. INSURANCE

County shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall procure and maintain general liability coverage in an amount of not less than $1,000,000 and auto liability coverage in an amount of not less than $1,000,000 to cover Contractor's activities with respect to services provided pursuant to this Agreement.

7. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement.

8. BACKGROUND INVESTIGATION

If required by County, Contractor agrees to submit to a full background investigation prior to the performance of any services under this Agreement, which may include but is not limited to, a criminal history check and fingerprinting. Any cost associated with the background investigation will be paid by
Contractor. Notwithstanding the provisions of paragraph 8 below, the discovery of an undisclosed criminal conviction may be grounds for immediate termination of this Agreement without prior notice by the County, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

10. **MISCELLANEOUS PROVISIONS**

   a. This Agreement shall be entered into in Lyon County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.
   b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
   c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
   d. Contractor may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.
   e. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties hereto.

---

**CONTRACTOR**

By:
Mitch Burns, P.E.
Materials Engineering Manager
Lumos & Associates, Inc.
308 N. Curry Street, Suite 200
Carson City, Nevada 89703

Tel: (775) 883-7077
Email: mburns@lumosinc.com

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**LYON COUNTY**

By:
Vida Keller
Chairman Lyon County Board of Commissioners

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Signature

Date
June 18, 2021

Lyon County Utilities
Attn: Sean Sinclair
34 Lakes Blvd.
Dayton, NV 89403
Email: ssinclair@lyon-county.org

Subject: Proposal to provide Materials Testing Services
Hwy 50 Water Main Replacement – Phase IA
Dayton, NV

Dear Mr. Sinclair,

Lumos & Associates, Inc. is pleased to have the opportunity to provide this proposal for the above mentioned project. We understand our scope of services is to provide materials testing services (on a part time basis) as required by the plans, specifications and "The Standard Specifications for Public Works Construction”.

The following is our estimated cost to provide the required materials tests:

- Backfill, Subgrade, and Base Compaction – 15 site visits x 3 hrs/visit x $100/hr = $4,500
- Concrete – 2 site visits x 3 hrs/visit x $100/hr = $600
- AC Compaction – 2 site visits x 8 hrs/visit x $100/hr = $1,600

In addition to the above mentioned field materials tests, we will provide the laboratory testing as follows:

- 20 Mercury/Lead/Arsenic Series x $400 each = $8,000
- 10 Concrete Compression tests x $40 each = $400
- 3 Proctors x $425 each = $1,275
- 3 Soils Classifications (SA/PI) x $475 each = $1,425
- 3 AC Series x $1,000 each = $3,000

We will also provide a technician to pick up and deliver samples to the laboratory.

- 28 trips x 1 hr/trip x $100/hr = $2,800

At the conclusion of the project we will provide a final materials testing report that will be reviewed by a professional engineer. The estimated cost to provide this report is $770.
Administrative Services associated with the above scope of work is estimated to be 15% of the above costs. Administrative Services include (Technical Typist, Construction Services Engineer, and Construction Services Supervisor). We can provide these services for an estimated cost of $3,630.

Our total estimated cost to provide the above mentioned Schedule A scope of work is $28,000.

Administrative Services associated with the above scope of work is estimated to be 1% of the above costs. Administrative Services include (Technical Typist, Construction Services Engineer, and Construction Services Supervisor). We can provide these services for an estimated cost of $4,660.

Additional tests and inspections, outside of this scope of work, can be provided on a time and materials basis per our current fee schedule. Re-inspection and standby time are not part of our estimated cost and will be billed on a time and materials basis. Prevailing wages were not assumed for our inspectors/technicians. If prevailing wages are required, the above additional costs will be adjusted accordingly.

We request all scheduling be done prior to 3:00 p.m., the preceding day of the required inspections by notifying our office.

If you have any questions, please do not hesitate to contact me at 775.883.7077.

Sincerely,

Mitch Burns, P.E., C.E.M.
Materials Engineering Manager

CC: Jared Trowbridge
    jared@farrwestengineering.com
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.e

Subject:
For Possible Action: Approve amendment No. 1 to Task Order 107 to Farr West Engineering for engineering services during construction of the Upper Dayton Tank and Lower Dayton Tank Rehabilitation Project in an amount not to exceed $71,300 with funding from the Dayton Water Fund (David Bruketta).

Summary:
Task Order No. 107 was to develop plans and specifications and bid support services for the Upper Dayton Tank and Lower Dayton Tank Rehabilitation Project for $52,700. This project was awarded to Resource Development Company on July 15, 2021, and construction is expected to begin in September. Amendment to Task Order 112 is a continuation of service from Farr West Engineering to provide construction administration and observation, coating inspection, and record drawings support for $71,300, which brings the total task order amount to $124,000.

Financial Department Comments:
This will be paid out of the Dayton Water Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to approve the contract as presented.

ATTACHMENTS
- Amendment No 1 to Task Order 107 to Farr West
AMENDMENT TO TASK ORDER 107
Amendment No. 1

The Effective Date of this Amendment is: August 5, 2021

Background Data

Effective Date of Task Order 107: December 23, 2020

Owner: Lyon County Utilities

Engineer: Farr West Engineering

Project: Upper Dayton Tank and Lower Dayton Tank Rehabilitation

Nature of Amendment:

Provide construction administration, management, and record drawing preparation for the project.

Description of Modifications:

See Exhibit A – Scope of Work

Agreement Summary:

- Original agreement amount: $52,700.00
- Net change for prior amendments: $0.00
- This amendment amount: $71,300.00
- Adjusted Agreement amount: $124,000.00

Change in time for services (days or date, as applicable):

See Exhibit A – Scope of Work
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Owner: Lyon County

Signature: ____________________________

Name: Vida Keller

Title: Chair/Board of County Commissioners

Date Signed: __________________________

Address for giving notices:

Lyon County
34 Lakes Boulevard
Dayton, NV 89403

Engineer: Farr West Engineering

Signature: ____________________________

Name: Brent Farr, P.E.

Title: President

Date Signed: 7-16-21

Address for giving notices:

Farr West Engineering
5510 Longley Lane
Reno, NV 89511
EXHIBIT A - SCOPE OF WORK

TASK ORDER #107 - AMENDMENT NO. 1
LYON COUNTY

UPPER DAYTON TANK AND LOWER DAYTON TANK REHABILITATION

INTRODUCTION

The County has requested Farr West Engineering to provide construction administration and record drawing preparation for this project. The design and permitting efforts for this project were performed under Task #107 – Upper Dayton Tank and Lower Dayton Tank Rehabilitation. The tasks associated with this Scope of Work continue the same numerical sequencing as initiated in Task Order #107.

The work is defined by the following:

- Task 4 – Construction Administration
- Task 5 – Construction Observation
- Task 6 – Coating Inspection
- Task 7 – Record Drawings
- Task 99 – County Directed Services

PART 1 – SERVICES

Task 4 – Construction Administration

Objectives

Farr West will provide engineering services during construction of the project that includes but not limited to monitoring the project and keeping the County informed of the project status at all times, conducting construction meetings and preparing minutes, and processing field orders, work change directives, pay requests and submittals. Farr West will assist in tracking progress, as well as work, to identify and proactively resolve issues. This task also includes assisting the County with the close out of the construction contract.

Approach

The following activities will be performed as part of this task:

- Manage and direct the project team.
- Provide routine project management and communications (scope, schedule, budget, invoicing, etc.).
- Establish and maintain a SharePoint site to store project documentation for all parties to retrieve through the duration of the project.
• Prepare agenda and meeting minutes for the pre-construction meeting with the County and Contractor. Meeting will be administered by Farr West and held at the County’s Dayton office.

• Schedule and manage bi-weekly construction meetings in assistance with the County to provide a forum for and foster open communication between all parties (i.e., Contractor, County, and Farr West). Prepare all agendas and meeting minutes for bi-weekly construction meetings.

• Review Contractor work plans and provide recommendations for approval or acceptance.

• Review Contractor progress schedule.

• Review and respond to the Contractor’s material submittals, catalog cut sheets, and shop drawings, as required.

• Review and respond to applicable Contractor’s Requests for Information (RFIs).

• In conjunction with the County, coordinate changes in the contract and issue change orders to the Contractor in an efficient manner. Change Orders will be approved by the County.

• Review and process Contractor pay requests monthly.

• Collect and log Certified Payrolls and forward to County. County will process the Payrolls.

• Prepare and distribute Work Change Directives (if deemed necessary) in association with any field orders.

• Attend additional project meetings and site visits to discuss specific issues; resolve construction related issues that arise; develop engineering solutions to construction conflicts and unforeseen conditions; and prepare necessary documentation.

• Maintain all project documentation for the duration of the project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, Field Orders, Work Change Directives, Change Orders, etc.

• Conduct a substantial completion inspection and prepare a final punch-list of work items to be completed by the Contractor prior to final inspection.

• Conduct a final inspection to verify that all outstanding work items are complete and certify completion of the project.

• Coordinate with NDEP-BSDW to receive approval to operate water system following water sampling testing results.

• Recommend project final acceptance and final payment to the County.

• Prepare Release and Certificate of Final payment for County and Contract to sign.

File project completion reports to the Labor Commission and other agencies as necessary.

Assumptions
The following assumptions apply:

• Construction is assumed to be 70 calendar days (10 weeks) to reach substantial completion. Following substantial completion, construction is assumed to be 5 calendar days (1 week) to reach final completion.
• Bi-weekly construction meetings will be administered by Farr West, followed by a site visit to observe work progress and answer/resolve any engineering related issues. Bi-weekly meetings are estimated to require 5 hours (agenda, travel, site visit, minutes).

• Project Engineer and engineering support staff will also be required to perform up to two site visits to address construction related issues. These site visits are estimated to require 3 hours (travel, site visit).

• Two (2) change orders are estimated to be completed for this project.

• Four (4) requests for information (RFIs) are estimated to be completed for this project.

• Two (2) field orders (FO) or work change directives (WCD) are estimated to be completed for this project.

• County will be responsible for reviewing Contractor Certified Payroll Reports (CPRs).

• Farr West will prepare and coordinate notifying the Office of the Labor Commissioner, BSDW, and other agencies as needed.

**Deliverables**

The following deliverables will be submitted under this task:

• Three (3) sets of Conformed Construction Documents (plans & specs) and electronic copies

• Electronic copies of remaining documents produced during the construction period, including but not limited to responses to material submittals, cut sheets, and construction plan review, responses to work plans, RFIs, payment requests, work change directives, and change orders, punch list, Notice of substantial completion. Construction photos/videos.

**Task 5 – Construction Observation**

**Objective**

Farr West will provide one (1) part-time observer to monitor construction activities.

**Approach**

The following approach will be taken:

• Provide general oversight to verify work is in accordance with the contract documents, the design represented therein, and its intent.

• Prepare field reports for the days on-site describing the Contractor’s activities that identify the site conditions, the effort in which the Contractor executed the work, the work performed, and any issues of concern.

• Take digital photographs of construction progress and issues and provide to County as attachments to daily reports.

• Monitor the Contractor’s construction activities as needed on a weekly basis.

• Notify Construction Project Manager of any issues in the field as or before issues occur to allow quick resolution.
Assumptions
The following assumptions apply:

- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor’s construction means and methods; project site safety; Contractor’s failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.
- Construction inspection through substantial completion is assumed to require up to six visits at 4 hours each.
- Coating inspections will be provided under Task 6.

Deliverables
The following deliverables will be submitted under this task:

- Daily construction inspection reports in electronic format, including photos/videos – electronic jpg files with annotations.

Task 6 – Coating Inspection

Objective
Farr West, through its subconsultant, will provide one (1) part-time NACE Level III Coating Inspector to observe and document select coating activities to ensure compliance with the contract specifications.

Approach
The following approach will be taken:

- Review coating specifications and Contractor coating submittals to verify compliance with the contract requirements.
- Surface preparation – Verify proper degree of cleaning and surface profile or scarification is achieved.
- Coating application – The dry film thickness of each coat to assure that it complies with the specification requirements and manufacturer’s instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM D1186, SSPC-PA2, or as required.
- Holiday detection – Witness holiday detection performed by Contractor and confirm performance of 100 percent holiday detection in accordance with NACE International’s “Recommended
Practice for Discontinuity (Holiday) Testing of Protective Coatings;” (RP 0188-99), AWWA D102, and the specified requirements.

- Final inspection – Perform a final inspection to evaluate the Contractor’s final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.

**Assumptions**
The following assumptions apply:

- Fee estimate is based on the assumption that 18 full-day inspections may be required.
- The fee includes 15% markup for subconsultant use.

**Deliverables**
The following deliverables will be submitted under this task:

- Daily coating inspection reports in electronic format, including photos/videos – electronic jpg files with annotations.

**Task 7 – Record Drawings**

**Objective**
Compile and produce record drawings depicting project construction.

**Approach**
Activities under this task will include the following elements:

- Review completeness of Contractor’s redlines on the project conformed drawings.
- Revise construction document drawings based on redlines provided by the Contractor. Revisions will be made in the AutoCAD files.
- A record drawing note will be added to each sheet. Farr West will coordinate with the County for the preferred wording.
- Submit draft of Record Drawings to the County for review and comment. Farr West will incorporate these comments and finalize the Record Drawings.
- Prepare and submit record drawings to the County.
- As and when feasible onsite, Project Engineer will review redlines made by Contractor on the confirmed drawings and initial them with the progress of the project construction.

**Assumptions**
The following assumptions apply:

- The Contractor will provide complete and accurate redlines to Farr West.
**Deliverables**

The following deliverables will be submitted under this task:

- One full-size bond set of Record Drawings.
- Three half-size bond sets of the Record Drawings.
- Electronic file transfer of the AutoCAD drawings over SharePoint or similar.

**Task 99 – County Directed Services**

To cover the costs of project work items that are unforeseen by the County, a task budget of $5,000 is incorporated into the contract as shown in Part 2 of this Scope of Work. Labor effort will not be charged to this task unless authorized in writing by the County.

**PART 2 – COMPENSATION**

The County shall pay Farr West on a time and materials basis, including travel, not to exceed **Seventy-One Thousand and Three Hundred Dollars ($71,300)**, as noted in the table below. Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates).

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<th>Construction Administration</th>
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<td>Task 5</td>
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<td>Task 6</td>
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<td>Task 99</td>
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<td><strong>PROJECT TOTAL:</strong></td>
<td><strong>$71,300</strong></td>
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**PART 3 – SCHEDULE**

The following is a proposed schedule to be used as a general guideline only:

- Contractor Notice to Proceed: September 2021
- Construction Phase: September 2021 – November 2021
- Project Close-out and Record Drawings: December 2021
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.f

Subject:
For Possible Action: Approve a contract for $4,000 with Reno Vegas Entertainment LLC to provide entertainment services at the Lyon County Fair & Rodeo.

Summary:
This contract has been recommended by the Fair Board for approval for entertainment purposes.

Financial Department Comments:
This is in the Fair & Rodeo Fund budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract for $4,000 with Reno Vegas Entertainment LLC to provide entertainment services at the Lyon County Fair & Rodeo.

ATTACHMENTS
  • - Reno Vegas Entertainment Contract 2021
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 Commissioners

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

and

Reno Vegas Entertainment LLC
2290 Peavine Valley Road
Reno, NV 89523
Email: frankgarrettloc@gmail.com

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 August 21, 2021, subject to approval by the Board of County Commissioners, and expire on August 22, 2021, unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until _15_ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

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

   ATTACHMENT A: SCOPE OF WORK

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost not to exceed $4,000. 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

*Page 2 of 8*
or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. **Winding Up Affairs Upon Termination.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. **LIMITED LIABILITY.** The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum “not to exceed” value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs,
arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. Insurance Coverage The Contractor shall, at the Contractor’s sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or
ii. Such time as the insurance is no longer required by the County under the terms of this Contract. Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor by the County. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County in writing and immediately replace such insurance or bond with an insurer meeting the requirements.

b. Workers’ Compensation and Employer’s Liability Insurance
i. Contractor shall provide proof of worker’s compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
ii. Employer’s Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.
iii. If this contract is for temporary or leased employees, an “Alternate Employer” endorsement must be attached to the Contractor’s workers’ compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State 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:
      - $1,000,000.00 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 be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil 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:  
      - $5,000,000.00 Each Occurrence for bodily injury and property damage.
   ii. Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).
   iii. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage.

iv. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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:  
      - $500,000.00 Loss for Employee Dishonesty.
   ii. This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Vendor regardless of position or category.

h. **Performance Security**
   i. Amount required:  
   ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to “Lyon County” only.
   iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
   iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. **General Requirements**
   i. Amount required:  
   ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
   iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
   iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be 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 State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

2. Currently rated by A.M. Best as “A-VII” or better.

j. Evidence of Insurance
Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the
performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any
defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of
this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties
under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests,
manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer
code (which is intended to be consideration under the Contract), or any other documents or drawings, pre-
pared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations
under this Contract shall be the exclusive property of the State and all such materials shall be delivered
into State possession by Contractor upon completion, termination, or cancellation of this Contract.
Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than
performance of Contractor’s obligations under this Contract without the prior written consent of the State.
Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use
by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from
Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a
particular record is made confidential by law or a common law balancing of interests. Contractor may label
specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS
333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a
designation. The failure to so label any document that is released by the State shall constitute a complete
waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this
Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently
debarmed, 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
adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific
regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of
1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-
specific regulations, and shall not discriminate against any employee or offeror for employment because of
race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and
AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or
otherwise, that no funding associated with this contract will be used for any purpose associated with or
related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board
member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission,
counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product
under this Contract shall be completed in a workmanlike manner consistent with standards in the trade,
profession, or industry; shall conform to or exceed the specifications set forth in the incorporated
attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not
experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating
and testing of the business of the State. This warranty includes, without limitation, century recognition,
calculations that accommodate same century and multicentury formulas and data values and date data
interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to
any failure of any incorrect date being produced, calculated or generated by a computer or other
information system.
27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

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

Independent Contractor’s Signature ________________________________ Date _______________

Independent Contractor’s Title _____________________________________________

APPROVED BY LYON COUNTY

By: County Manager
Lyon County

APPROVED AS TO FORM ONLY

District Attorney ________________________________ Date _______________

Legal Counsel for Independent Contractor ________________________________ Date _______________
RENO, VEGAS ENTERTAINMENT
ENTERTAINMENT CONTRACT & BOOKING AGREEMENT

THIS CONTRACT, (2 pages) entered into this 24th day of June 2021 between the undersigned Purchaser of entertainment (hereinafter called the "Purchaser") and the undersigned Artist(s) as described below, an independent contractor(s), (hereinafter called the "Artist").

The Purchaser hereby engages the Artist and Artist hereby agree to perform the engagement hereinafter provided with all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions".

NAME OF ARTIST: Left Of Centre

NAME OF PURCHASER: Lyon County Fair (Lisa Tibbals)

PERFORMANCE VENUE: Lyon Co. Fairgrounds 100 US Highway 95a E Yerington, NV 89447

DATE(S) OF ENGAGEMENT: August 21st, 2021 8:30pm to 12:00pm

FULL WAGE AGREED UPON: $4,000.00 (plus 2 double hotel rooms for day of event)

PAYABLE in full on date of engagement: Reno Vegas Entertainment LLC

IN CASE OF DEFAULT BY PURCHASER: Liquidated damages of the Artist will be the amount stated in BALANCE, plus any attorney’s fees and costs incurred in recovering BALANCE. Agent will retain deposit for services rendered.

IN CASE OF RETURNED CHECK: In the event the Purchaser’s check is not honored, the Purchaser shall make good the debt and pay an additional 5% of the amount for which the check is written.

INDEPENDENT CONTRACTOR: Artist acknowledges that they shall perform their obligations hereunder as an independent contractor and not as an employee of Purchaser. Artist further acknowledges that they are not on Purchaser’s payroll, social security, or tax withholding rolls. Artists shall have sole control of Performance.

DAMAGE: Purchaser shall be liable for any and all damages to Artist’s instruments or equipment caused by Purchaser, his guests, members of his organization, business invitees, or employees.

PROMOTION: Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance. Artist acknowledges that Purchaser may rely on the terms hereof in all such promotions and advertising both in print and broadcast setting forth the names, dates, and times of all performances to be held. Artist hereby acknowledges and agrees that Purchaser may use their names, photographs, likeness, facsimile signature, and any other promotional materials in all of such promotions, advertising, or other activities used to increase attendance at the Performance.

PARKING: Purchaser shall provide parking space for equipment and passenger vehicle(s) in a location of close proximity and with direct or reasonably unobstructed access to the stage area where Performance will take
RENO, VEGAS ENTERTAINMENT
ENTERTAINMENT CONTRACT & BOOKING AGREEMENT

place on the date(s) of Performance. Parking will be available for Artist for a period of time prior to the
Performance sufficient to allow for equipment load in and again immediately
following the Performance to allow for equipment load out.

OUTDOOR PERFORMANCE: If performance is outdoors, an alternate inside location will be provided or
purchaser assumes all weather-related risk. Artist will be due full wage agreed upon in the event of inclement
weather unless the event is moved to alternate location prior to set-up. Artist will only set up once and will not
be required to move the equipment to alternate location after set-up has began.

THIS CONTRACT constitutes the sole, complete, and binding agreement between the Artist and the Purchaser.
Agent and its employees act only as agent, consultant or manager, and assume no responsibility or liability as
between the Purchaser and the Artist. Covenants herein contained between said Artist, their leader, manager
or representative, and Agent are intended to be binding as between said Artist, their leader, manager or
representative, and Agent.

PURCHASER AND ARTIST agree that this Contract is not subject to cancellation unless both Purchaser and
Artist have agreed to such cancellation in writing. It’s further agreed that any cancellation by Purchaser will
result in forfeiture of deposit. This forfeiture of deposit is in addition to any other remedies enumerated in this
Contract or afforded by law to the Artist. Additionally, nonpayment of deposit shall not relieve the Purchaser of
the obligations set forth herein.

PURCHASER AND ARTIST agree that this and any future booking dates between Artist and Purchaser (even if
Artist or Purchaser changes their name) will be contracted through Reno, Vegas Entertainment, Frank Garrett
(hereinafter called the “AGENT”). ARTIST agrees to pay the AGENT 15% commission of the gross amount of
contracted price within 10 days of final performance date.

THIS AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State
of Nevada.

ADDITIONAL TERMS AND CONDITIONS: Artist shall provide full PA and Lighting. Purchaser shall provide 6
cokes, 6 diet cokes, 8 sugar free red bulls, 8 bottles of water, and 4 hot meals.

Purchaser: Lyon Co. Fair (Lisa Tibbals)
100 US 95a E (775) 221-4087
Yerington, NV 89447 Lbtibs@hotmail.com
Sign;_________________________

Artist: Left Of Centre
2290 Peavine Valley Road
Reno, NV 89523 or frankgarrettloc@gmail.com
Sign;_________________________

www.RenoVegasEntertainment.com

7/7/2021 - Board recommended.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

**Agenda Item Number:**
13.g

**Subject:**
For Possible Action: Approve a contract for $5,000 with A Walk on the Wild Side to provide entertainment services at the Lyon County Fair & Rodeo.

**Summary:**
This contract has been recommended by the Fair Board for approval for entertainment purposes.

**Financial Department Comments:**
This is in the Fair & Rodeo Fund budget.

**Approved As To Legal Form:**

**County Manager Comments:**

**Recommendation:**
Approve a contract for $5,000 with A Walk on the Wild Side to provide entertainment services at the Lyon County Fair & Rodeo.

**ATTACHMENTS**
- Walk on the Wild Side Contract 2021
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 Commissioners

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

and

A Walk on the Wild Side
10200 N Virginia St.
Reno, NV 89506

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 August 19, 2021, subject to approval by the Board of County Commissioners, and expire on August 22, 2021, unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

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

ATTACHMENT A: SCOPE OF WORK

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost not to exceed $5,000. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.
7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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

9. **INSPECTION & AUDIT.**
   a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.
   b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
   c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**
   a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
   b. **State Termination for Non-appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
   c. **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
      i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
      ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. **Winding Up Affairs Upon Termination.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

   i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

   ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

   iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

   iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. **LIMITED LIABILITY.** The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract, County’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. Insurance Coverage The Contractor shall, at the Contractor’s sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
   i. Final acceptance by the County of the completion of this Contract; or
   ii. Such time as the insurance is no longer required by the County under the terms of this Contract.
Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor by the County. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County in writing and immediately replace such insurance or bond with an insurer meeting the requirements.

b. Workers’ Compensation and Employer’s Liability Insurance
   i. Contractor shall provide proof of worker’s compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
   ii. Employer’s Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.
   iii. If this contract is for temporary or leased employees, an “Alternate Employer” endorsement must be attached to the Contractor’s workers’ compensation insurance policy.
iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State 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:
      
      - **$1,000,000.00** 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 be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil 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. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage.

iv. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. **Professional Liability Insurance**
   i. Minimum Limit required: $________ Each Claim.
   ii. Retroactive date: Prior to commencement of the performance of the contract.
   iii. Discovery period: Three (3) years after termination date of contract.
   iv. A certified copy of this policy may be required.

f. **Umbrella or Excess Liability Insurance**
   i. May be used to achieve the above minimum liability limits.
   ii. Shall be endorsed to state it is “As Broad as Primary Policy”


g. **Commercial Crime Insurance**
   i. Minimum Limit required: $________________ Loss for Employee Dishonesty.
   ii. This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Vendor regardless of position or category.

h. **Performance Security**
   i. Amount required: $________
   ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to “Lyon County” only.
   iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
   iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. **General Requirements**
   i. Amount required: $________
   ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
   iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
   iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be 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 State of Nevada, 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 mail to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

2. Currently rated by A.M. Best as “A-VII” or better.

j. Evidence of Insurance
Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its sub-contractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach
of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or released 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. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the
State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereof 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 Office of the Attorney General and the State Board of Examiners.

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

Independent Contractor’s Signature

Independent Contractor’s Title

APPROVED BY LYON COUNTY

By: County Manager
Lyon County

APPROVED AS TO FORM ONLY

District Attorney

Legal Counsel for Independent Contractor

Date

Date

Date

Date

Page 8 of 8
EVENT INFORMATION

CLIENT: Lisa Tibbals

CLIENT CONTACT: 775-221-4087

LOCATION: Lyon County Fair 27 S. Main Street, Yerington, NV 89447

DATE OF EVENT: 8/19/21 through 8/22/21

SET-UP TIME: 8 - 17 - 21 BREAKDOWN: 8 - 22 - 21 STARTING TIME: 8 - 14 - 21

FACILITY PHONE: 775-221-4087

SERVICES TO BE PROVIDED BY: A walk on the wild side, Staff, Decorations

SERVICES TO BE PROVIDED BY CLIENTS:

ENGAGEMENT FEE AGREEMENT: 2 Hotel Rooms Aug 17-22, (2) Swamp Coolers, Water, electric (As much as necessary to run our show), Ice (as needed). All proceeds on photo booth will go to A Walk on the Wild Side.

EVENT TOTAL: $ 5,000

*CONTRACT NOT VALID UNTIL SIGNED AND RECEIVED BY BOTH PARTIES

A Walk On the Wild Side

PRINT NAME: Steven Higgins

SIGNATURE: 7-12-21

DATE: 7-12-21

CLIENT:

PRINT NAME

SIGNATURE

DATE

7/26 - Board Recommended.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
13.h

Subject:
For Possible Action: Approve a contract for $2,000 with Caleb Kondor to provide entertainment services at the Lyon County Fair & Rodeo.

Summary:
This contract has been recommended by the Fair Board for approval for entertainment purposes.

Financial Department Comments:
This is in the Fair & Rodeo Fund budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract for $2,000 with Caleb Kondor to provide entertainment services at the Lyon County Fair & Rodeo.

ATTACHMENTS
- Caleb Kondor Contract 2021
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Board of Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

and

Caleb Kondor
P.O. Box 301
Lovelock, NV 89419

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3. CONTRACT TERM. This Contract shall be effective from August 19, 2021, subject to approval by the Board of County Commissioners, and expire on August 22, 2021, unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

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

ATTACHMENT A: SCOPE OF WORK

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost not to exceed $2,000. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.
7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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

9. INSPECTION & AUDIT.
   a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.
   b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
   c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.
   a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
   b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
   c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
      i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
      ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. **Winding Up Affairs Upon Termination.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. **REMEDIERS.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys’ fees and costs.

12. **LIMITED LIABILITY.** The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum “not to exceed” value. Contractor’s tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County’s right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident thereunto. 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 State 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:
      - $1,000,000.00 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 be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. **Business Automobile Liability Insurance**
   i. Minimum Limit required:
      - $1,000,000.00 Each Occurrence for bodily injury and property damage.
   ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
   iii. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage.

iv. 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: $1,000,000.00 Loss for Employee Dishonesty.
   ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

h. **Performance Security**
   i. Amount required: $1,000,000.00
   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: $1,000,000.00
   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 NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
   iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
   iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
   v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically
agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any
deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per
occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.

vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance
policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada,
c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced
or materially altered, and shall provide that notices required by this paragraph shall be sent by certified
mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible
surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process
may be made, and

2. Currently rated by A.M. Best as “A-VII” or better.

j. Evidence of Insurance

Prior to the start of any Work, Contractor must provide the following documents to the contracting
State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially
similar must be submitted to the State to evidence the insurance policies and coverages required of
Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26),
signed by an authorized insurance company representative, must be submitted to the State to evidence
the endorsement of the State as an additional insured per General Requirements, Subsection a above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply
with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may
be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval
by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure
to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full
responsibility to provide the insurance required by this Contract. Compliance with the insurance
requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or
agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to
the State under this Contract or otherwise. The State reserves the right to request and review a copy of
any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the
duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification
or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the
goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments,
fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the
responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be
responsible for payment of any such government obligations not paid by its subcontractors during
performance of this Contract. The State may set-off against consideration due any delinquent government
obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of
the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party
of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court
of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability
of such provision shall not be held to render any other provision or provisions of this Contract
unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract
changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the
performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any
defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach
of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
   a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
   c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
   a. Any federal, state, county or local agency, legislature, commission, counsel or board;
   b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
   c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.
   a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
   b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the
State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

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

______________________________  ______________________________
Independent Contractor’s Signature  Date

______________________________
Independent Contractor’s Title

APPROVED BY LYON COUNTY

______________________________  ______________________________
By:  County Manager  Date
   Lyon County

APPROVED AS TO FORM ONLY

______________________________  ______________________________
District Attorney  Date

______________________________  ______________________________
Legal Counsel for Independent Contractor  Date
The Jolly Juggler – Caleb Kondor
Entertainers Contract of Agreement

1. Name of Entertainer: “The Jolly Juggler” or “Artist”
2. Name & Address of Engagement: Lyon County Fair (Purchaser),
   Lyon County Fair
   27 S. Main Street
   Yerington, NV 89447
   Physical Address: Lyon County Fairgrounds 100 Hwy 95 East, Yerington

3. Date of Engagement: Thursday, Friday, Saturday, Sun, August 19-22, 2021.
4. Hours of Engagement: “Artist” agrees to perform juggling entertainment
   6- half hour shows – 2 each Thursday, Friday & Sunday – Time TBD
   3- half hour shows Saturday – Time TBD
   2 hours of street juggling per day Thursday-Sunday, to be done at separate times
   – Time Flexible/TBD

5. Type of Engagement: Entertainment: Juggling shows & street juggling
6. Wage Agreed Upon: $2000 flat fee for 9 shows & 8 hours of street juggling over
4 days on event
   - Discount for # of shows/hours
   - No travel fee because # of shows/hours minimum met

7. Payment to be made as follows: Check Payable to (Caleb Kondor) or cash
   (SS# __see w9____) To be paid by check or cash on Sunday August 22, 2021 by end of
   final show.
8. Additional Terms:
   a) Free Parking in Parking Lot at Fairgrounds.
   b) Artist to be professional at all times, and take breaks in appointed areas.
   c) Artist is allowed to accept tips (via the "hat")
   d) Artist is allowed to give out business cards if guests ask for it.
   e) Artist is allowed to gift wooden coins to patrons.

9. Artist’s provisions: The undersigned agent is acknowledged to have fully performed
   upon the commencement of this engagement agreement. Lyon County Fair agrees to
   indemnify and hold Artist, Caleb Kondor, harmless from and against any and all
   damages, loss, costs, attorney’s fees or liability that may be caused either directly or
   indirectly from purchaser’s employment of Artist.
10. Independent Contractor: Artist executes this agreement as an independent
    contractor, not as an employee of the purchaser or agent. Insurance will be provided by
    ‘Purchaser’ i.e. Lyon County Fair.
11. Weather/Other conditions: Artist will be paid if he is present and there to work
    regardless of event issues or weather.
12. Release of Liability: Artist releases Purchaser from any liability related to
    participation in this event for any injury or damage to or loss of personal property.

X________________________________________
Signature of Artist /Date

X________________________________________
Lyon County Fair Representative/ Date

7/26 - Board Recommended.
From Addendum/Additional Terms:

13. **Overtime** (extra work) must be requested by 'Purchaser'. If Artist is requested to perform beyond the above timeframe, than an additional overtime fee of $150 per half hour or portion thereof will be charged. Overtime Payment must be added to the final check to be given to Caleb Kondor or paid in Cash immediately onsite. Maximum allowed over time would be 2.5 hours per day.

14. **Schedule** – Schedule will be provided by Purchaser to Artist prior to event.

*With over 15 years of experience performing all of the West, the Jolly Juggler with amaze and amuse you with delightful juggling and sometimes silly antics.*
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
14.a

Subject:
For Possible Action: Accept grant award amendment from Housing Division of the Department of Business and Industry, State of Nevada, for Low-Income housing Trust Funds increasing the award period to June 30, 2022.

Summary:
This is an increase to the Notice of Grant Award (NGA) funding period for Low-Income Housing Trust Funds, and is utilized to provide housing assistance to low-income individuals and families in Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award amendment from Housing Division of the Department of Business and Industry, State of Nevada, for Low-Income housing Trust Funds increasing the award period to June 30, 2022.

ATTACHMENTS
- 2019 LIHTF LCHS 1st Amendment BOCC
2019 AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING TRUST FUNDS BY LYON COUNTY HUMAN SERVICES

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, ("NHD"), is the administering agency for the Account for Low-Income Housing Trust Funds, ("Account"); and

WHEREAS, NHD, is responsible for the planning, administration, implementation, and evaluation of the Account for Low-Income Housing Trust Funds Program ("Program"); and

WHEREAS, Lyon County Human Services, is a Nevada political subdivision; and

WHEREAS, NHD desires to assist Lyon County Human Services by providing funds from the Account ("Trust Funds") to assist with qualified projects under NRS 319.500, and NAC 319.885 through 319.319.950, inclusive; and

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between NHD and the Lyon County Human Services that Trust Funds be conveyed to Lyon County Human Services by NHD, subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. Scope of Services

A. NHD will provide Trust Funds not to exceed the total of $50,000.00 to Lyon County Human Services to assist with qualified Trust Fund projects or activities ("Projects"). These Trust Funds will be used to assist individuals and families at risk for homelessness or already homeless in obtaining and/or maintaining affordable housing. All households assisted must have gross incomes below 60% of median incomes, however, when funds are used for "match" for the Emergency Solutions Grant (ESG), the client must be ESG eligible. All funds must be expended by June 30, 2020.

B. Lyon County Human Services agrees that any program costs, unless otherwise specified, exceeding the $50,000.00 provided by NHD pursuant to this Agreement, will be the responsibility of Lyon County Human Services. An amount not to exceed ten percent (10%) of the Trust Funds conveyed pursuant to this Agreement may be used for project delivery costs. Any ongoing project costs, such as maintenance and operations, shall be the sole responsibility of Lyon County Human Services or if delegated, subgrantees, but in any event not that of NHD.

C. Lyon County Human Services agrees that fifteen percent (15%) of all families served by Trust Funds must have incomes at or below poverty level, and all families must have incomes at or below 60% of area median income as determined annually by the Department of Housing and Urban Development.

D. Changes in the Scope of Services as outlined herein must be in accordance with applicable sections of NRS chapter 319 and NAC chapter 319, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize the Account.

II. Division General Conditions
A. Lyon County Human Services has requested the financial support of NHD that is provided for in this Agreement in order to enable Lyon County Human Services to provide affordable housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Lyon County Human Services shall be an independent contractor only.

B. Lyon County Human Services shall obtain, or require any subgrantee or subrecipient to obtain, any and all federal, state, and local permits and licenses required to execute any individual project as described in this Agreement’s Scope of Services. Lyon County Human Services further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Lyon County Human Services will provide NHD with client usage records per project on a quarterly basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including Black or African American, White, American Indian or Alaskan Native, Asian and Native Hawaiian or other Pacific Islander;
3. If client is or is not Hispanic;
4. Number and percentage of low- and very low-income clients.
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head of household served;
9. Number of persons in each household served; and
10. Rent charged each household served.

D. Lyon County Human Services will not use any portion of the allocated Trust Funds for other than Trust Fund qualified projects, as defined in NRS chapter 319, and NAC chapter 319.

E. If the qualified projects or activities, or any portion thereof, are converted to non-qualified Trust Fund projects or activities without the prior written approval of NHD Lyon County Human Services shall, upon the request of NHD, repay to NHD, without interest, the amount of Trust Funds expended on the non-qualified project.

F. Lyon County Human Services may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

G. Lyon County Human Services shall carry, or require any subgrantee or subrecipient to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.
H. Lyon County Human Services shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

J. Visits by NHD to Projects shall be announced to Lyon County Human Services in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Lyon County Human Services which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

K. Subject to NRS Chapters 41 and 354, Lyon County Human Services will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Lyon County Human Services or its agents pursuant to this Agreement.

L. Lyon County Human Services will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify NHD of any legal action which is filed by or against it.

M. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to Lyon County Human Services under this Agreement must be expended by June 30, 2020.

N. In the event that Lyon County Human Services expended and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

O. Lyon County Human Services agrees that no officer or employee of Lyon County Human Services may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
P. Lyon County Human Services agrees that no officer or employee of Lyon County Human Services may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. Lyon County Human Services agrees that no officer or employee of Lyon County Human Services may participate as an agent of Lyon County Human Services in the negotiation or execution of any contract between Lyon County Human Services and any private business in which he or she has a financial interest.

R. Lyon County Human Services agrees that no officer or employee of Lyon County Human Services may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. Lyon County Human Services, and any subgrantee or subrecipient, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

T. Lyon County Human Services, and any subgrantee or subrecipient, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Trust Fund Program or are required by HUD, NHD, or any combination thereof.

U. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by Lyon County Human Services pursuant to this Agreement, or any part thereof.

V. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

W. Upon the revocation of this Agreement or the expiration of its terms, Lyon County Human Services shall transfer to NHD any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by NHD.

III. Financial Management

A. Lyon County Human Services agrees, and shall require any subgrantee or subrecipient to agree, that all costs of any project receiving funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

B. Lyon County Human Services agrees to submit requests for funds monthly, in the
event there are no Trust Fund expenses, the draw total should read $0.00.

C. Lyon County Human Services agrees that it may not request disbursement of funds under this Agreement until required Agreements are signed.

D. Lyon County Human Services agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to NHD.

IV. Modification or Revocation of Agreement

A. NHD and Lyon County Human Services will amend or otherwise revise this Agreement should such modification be required NRS 319 or NAC 319.

B. In the event that any of the Trust Fund for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD or Lyon County Human Services may revoke this Agreement.

B. NHD may suspend or terminate this Agreement if Lyon County Human Services fails to comply with any of its terms.

C. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement. It is not intended for the benefit of any third parties.

E. The Lyon County Human Services shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide NHD with a copy of the complete audit report. When complying with the Single audit Act and 2 CFR Part 200, Subpart F, the audit must include funds that were disbursed from the Account and require all subgrantees and subrecipients who must comply with the Single Audit Act to include Trust Funds.

IV. Homeless Management Information System (HMIS) and Centralize - Coordinated Intake and Referral System

A. Lyon County Human Services 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 Trust Funds within one (1) week of assistance. Furthermore, Lyon County Human Services 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 Lyon County Human Services uses Trust Funds for a shelter, Lyon County Human Services agrees to collect and enter required Data Elements for clients served in shelters regardless if funds are expended.
C. Lyon County Human Services 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. Lyon County Human Services 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. Lyon County Human Services agrees to complete the HMIS Self-Assessment Worksheet (located under the Exhibit’s Section of this Notice) 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.

F. 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 Trust Fund assistance. Sample notices and forms can be downloaded from the HMIS Lead Agency website.

G. Lyon County Human Services shall execute a Data Sharing Agreement with the HMIS Lead Agency to ensure duplication of services do not occur at a statewide level.

H. Lyon County Human Services shall utilize HMIS to track goals and document outcomes for Trust Fund 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.

I. Lyon County Human Services 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.
J. Lyon County Human Services shall comply with the Division’s requirement to participate in local Continuum of Care centralized assessment system or a coordinated assessment system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this __th day of August, 2018.

LYON COUNTY HUMAN SERVICES

Bob Hastings
Chairman
Board of Lyon County Commissioners

State of Nevada )
Lyon County )

On this __th day of August, 2018 before me, a Notary Public, personally appeared Bob Hastings, who did say he is the Chairman of the Board of Lyon County Commissioners, named in the foregoing instrument, and acknowledged that he executed the same.

Erin Lopez
Notary Public

ROBERT LEFEVER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 18-6075-2 - Expires October 26, 2020

NEVADA HOUSING DIVISION

Steve Aichroth
Administrator

State of Nevada )
Carson City )

On this __th day of August, 2018, before me, a Notary Public, personally appeared Steve Aichroth, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

Robert Leffew
Notary Public
STATE OF NEVADA
DEPARTMENT OF BUSINESS & INDUSTRY
HOUSING DIVISION
1830 College Parkway Ste. 200
Carson City, Nevada 89706

C.J. MANTHE
Director

STEVE ACHIROTI
Administrator

July 23, 2018

PROGRAM BULLETIN

Low-Income Housing Trust Fund

TO: Low-Income Housing Trust Fund Applicant

RE: FY 2019 Low-Income Housing Trust Fund Allocation

******************************************************************************

Lyon County
Silver Springs, NV

The Nevada Housing Division is pleased to inform Lyon County Human Services of the FY 2019 Low-Income Housing Trust Fund (LIHTF) allocation award. Please see the allocation information below:

Per grant application: Requested Award
Rental, utility, security deposit, $70,000 $50,000
and emergency housing assistance,
application fees, moving costs, etc.

Total Requested: $70,000
Total Award Amount: $50,000

Lyon County Human Services will receive a copy of the 2019 Written Agreement (via email) that needs to be executed and returned to NHD. Once the document has been executed by all parties, one original document will be returned for your records.

Please contact Martha Welden via email at mwelden@housing.nv.gov or by telephone at (775) 687-2231 with any questions regarding this Program Bulletin.

Thank you,

Nevada Housing Division.

(775) 687-2240 or (800) 227-4960
Fax: (775) 687-4040
TDD Number (800)326-6868
www.housing.nv.gov
FIRST AMENDMENT TO
2019 AGREEMENT TO USE LOW-INCOME HOUSING TRUST FUNDS BY LYON COUNTY HUMAN SERVICES

WHEREAS, the NEVADA HOUSING DIVISION ("Division") and the Lyon County Human Services ("Lyon County Human Services") entered into an Agreement to use funds from Low-Income Housing Trust Funds to provide Low-Income Housing Trust Funds for use on eligible Account for Low-Income Housing Trust Funds Program activities;

WHEREAS, the Division and Lyon County Human Services wish to modify that Agreement with this First Amendment; and

WHEREAS, this First Amendment serves to modify and supplement the previous Agreement entered into on August 16, 2018, between NHD and the Lyon County; and

WHEREAS, Paragraph A of Section I of the previous Agreement is hereby deleted in its entirety and replaced with the following language:

A. NHD will provide Trust Funds not to exceed the total of $50,000.00 to Lyon County Human Services to assist with qualified Trust Fund projects or activities ("Projects"). These Trust Funds will be used to assist individuals and families at risk for homelessness or already homeless in obtaining and/or maintaining affordable housing. All households assisted must have gross incomes below 60% of median incomes, however, when funds are used for “match” for the Emergency Solutions Grant (ESG), the client must be ESG eligible. All funds must be expended by June 30, 2022.

WHEREAS, Paragraph M of Section II of the previous Agreement is hereby deleted in its entirety and replaced with the following language:

M. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to Lyon County Human Services under this Agreement must be expended by June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _______ day of ________, 2021.

LYON COUNTY HUMAN SERVICES

Vida Keller
Chairman

NEVADA HOUSING DIVISION

Steve Aichroth
Administrator

Digitally signed by: Steve Aichroth
DN: CN = Steve Aichroth email = saichroth@housing.nv.gov C = AD O = Housing Division OU = Administrator Date: 2021.06.24 12:30:27 -07'00'

Page 1 of 1
FIRST AMENDMENT TO 2019 LYON COUNTY TRUST FUND AGREEMENT
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
14.b

Subject:
For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Office of Grants Management Unit for SFY2022, in the amount of $67,830 for Family Planning.

Summary:
The Family Planning grant is intended to provide family planning and reproductive health services to help individuals in Lyon County with difficulties obtaining such services.

Lyon County Human Services will contract with Healthy Communities Coalition of Lyon and Storey Counties to provide family planning education, awareness and outreach activities to the community on targeted family planning topics, and care coordination in collaboration with the Department of Public and Behavioral Health (DPBH) Community Health Nursing program throughout Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from Nevada Department of Health and Human Services, Office of Grants Management Unit for SFY2022, in the amount of $67,830 for Family Planning.

ATTACHMENTS
- SFY22 Family Planning Services Notice of Subaward
NOTICE OF SUBAWARD

Program Name/Source of Funds: Account for Family Planning
Julia Peek, Deputy Administrator / jpeek@health.nv.gov

Subrecipient's Name: Lyon County, Nevada
Shayla Holmes / sholmes@lyon-county.org

Address: 4126 Technology Way, Suite #100
Carson City, NV 89706-2009

Address: 27 South Main Street
Yerington, NV 89447-2206

Subaward Period: 07/01/2021 through 6/30/2023

Purpose of Award: Provide family planning and reproductive health services to help individuals with difficulties obtaining such services.

Region(s) to be served: ☒ Statewide ☐ Specific county or counties: __Lyon County__________________

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<td>Total Federal Funds Awarded to Date:</td>
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<td>4. Equipment</td>
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Source of Funds: State General Fund: Account for Family Planning
% Funds: 100

CFDA: 88-6000097
FAIN: T40156600A

EIN: 88-6000097
Vendor #: T40156600A
Dun & Bradstreet: 009959677

Research and Development (R&D) ☐ Y ☒ N

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: DHHS Confidentiality Addendum; and
Section H: Matching Funds Agreement (optional: only if matching funds are required)
mu 7/7/2021

Vida Keller
Chairman, Board of County Commissioners, Lyon County, Nevada

Signature
Date

Connie Lucido, Chief
Grants Management Unit
Department of Behavioral and Public Health

For Julia Peek, MHA, CPM

Deputy Administrator
SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.

   - The Department may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

   - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers’ compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) as amended, and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); as amended, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.


7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee’s fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section E of this notice of subaward must be completed.
9. Certification that neither the Recipient 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.

11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
   
   - Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.
   
   - Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
   
   - Any attempt to influence:
     - The introduction or formulation of federal, state, or local legislation; or
     - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
   
   - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
   
   - Any attempt to influence:
     - The introduction or formulation of federal, state, or local legislation;
     - The enactment or modification of any pending federal, state, or local legislation; or
     - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
   
   - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
   
   - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

   - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

   - Not specifically directed at:
     - Any member or employee of Congress, the Nevada Legislature, or a local governmental entity responsible for enacting local legislation;
     - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
     - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.

Lyon County Human Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

**Scope of Work for: Lyon County Human Services**
(form amended 2.4.2021)

| Goal 1: Provide family planning and reproductive health services in Lyon County, Nevada. |
|---|---|---|---|---|
| **Objective** | **Activities** | **Expected Outcomes** | **Timeline: Begin-Completion** | **Target Population** | **Evaluation Measure (indicator)** |
| 1.1 Increase availability of family planning and reproductive health services, including education and outreach throughout Lyon County. | 1.1 Community Health Work (CHW) Program will increase the provision of family planning services in Dayton, Fernley, and Yerington per month. CHWs will provide family planning and outreach activities to employers, schools, before and after school programs, and the Boys and Girls Club of Mason valley for Truckee meadows. | Increased connection to services and referrals for family planning health services. | 7/1/2021 – 6/30/2023 | Lyon County Residents | CHW’s will provide a minimum of 1 outreach activity per month in each community with at least 10 contacts logged at each event. |
| 1.2 Increased access by reducing barriers to family planning services in Lyon County. | 1.2 Remove barriers for patients by proving assistance with insurance co-pays and fees. | Increased access to family planning services (e.g., sexually transmitted infection screening/treatment, | 7/1/2021 – 6/30/2023 | Lyon County Residents | 75% of individuals seeking assistance with service fees will receive connection to an authorized provider. |
reproductive health, preconception and conception health, and contraceptive options).
Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 3155 from the General State Fund, Account for Family Planning Grant.

All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.

Subrecipient agrees to adhere to the following budget:

**Application Name: Lyon County Human Services**

**BUDGET NARRATIVE SFY 22**

All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19. Large events (10 or more people in attendance) will require a written plan for COVID-19 compliance no less than 30 days prior to the date of the event, and must be emailed to gmu@dhhs.nv.gov.

<table>
<thead>
<tr>
<th>Total Personnel Costs</th>
<th>including fringe</th>
<th>Total:</th>
<th>$0</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
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</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>$0</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Total Fringe Cost</th>
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</table>

<table>
<thead>
<tr>
<th>Total Budgeted FTE</th>
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</table>

<table>
<thead>
<tr>
<th>Travel</th>
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</tr>
</thead>
</table>

**Out-of-State Travel**

<table>
<thead>
<tr>
<th>Title of Trip &amp; Destination such as CDC Conference: San Diego, CA</th>
<th>Cost</th>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare: cost per trip (origin &amp; designation) x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Baggage fee: $ amount per person x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Per Diem: $ per day per GSA rate for area x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Ground Transportation: $ per r/trip x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff</td>
<td>$0.000</td>
<td>0</td>
<td>0</td>
<td>$0</td>
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<tr>
<td>Parking: $ per day x # of trips x # of days x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
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</table>
### In-State Travel

<table>
<thead>
<tr>
<th>Origin &amp; Destination</th>
<th>Cost</th>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare: cost per trip (origin &amp; designation) x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Baggage fee: $ amount per person x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Per Diem: $ per day per GSA rate for area x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Motor Pool: ($ car/day + ## miles/day x $ rate per mile) x # trips x # days</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Parking: $ per day x # of trips x # of days x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total:** $8,000

### Medical supplies / Pharmaceuticals, average: $250 per individual x 32

$8,000.00

### Equipment

<table>
<thead>
<tr>
<th>Describe equipment</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total:** $0

### Contractual

| 3 Community Health Workers: Stipend $4,500 per year                                | $13,500.00 |
| Healthy Communities Coalition: 3 Community Health Workers (CHW)                     | Total $13,500 |

**Method of Selection:** competitive bid

**Period of Performance:** 07/01/2021 - 03/30/2022

**Scope of Work:** Community Health Workers will increase availability of family planning and reproductive health services, including education and outreach throughout Lyon County.

**Sole Source Justification:** Define if sole source method, not needed for competitive bid

### Budget

| Personnel (stipend $4,500/year x 3)                                                | $13,500.00 |
| Travel                                                                            | $0.00       |

**Total Budget** $13,500.00
Method of Accountability: The community health workers are supervised by Health Communities coalition

<table>
<thead>
<tr>
<th>Training</th>
<th>Total:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Total:</td>
<td>$9,332</td>
</tr>
<tr>
<td>Barrier removal supports (co-pays &amp; fees) - $49.90 x 187 supports</td>
<td>$9,331.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL DIRECT CHARGES</th>
<th>$30,832</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Charges</td>
<td>Indirect Rate: 10.000%</td>
</tr>
<tr>
<td>Indirect Methodology:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL BUDGET</th>
<th>Total:</th>
<th>$33,915</th>
</tr>
</thead>
</table>
### A. PROPOSED BUDGET SUMMARY SFY 22

**FUNDING SOURCES**

<table>
<thead>
<tr>
<th></th>
<th>GMU</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
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<th>Percent of Subrecipient</th>
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<tr>
<td>SECURED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER TOTAL REQUEST</td>
<td>$33,915</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXPENSE CATEGORY**

- **Personnel**: $0
- **Travel**: $0
- **Operating**: $8,000
- **Equipment**: $0
- **Contractual/Consultant**: $13,500
- **Training**: $0
- **Other Expenses**: $9,332
- **Indirect**: $3,083

**TOTAL EXPENSE**

|                | $33,915 | $0 | $0 | $0 | $0 | $0 | $0 |                         |

**Total Indirect Cost**

|                | $3,083 |

These boxes should equal 0

|                | $0 | $0 | $0 | $0 | $0 | $0 | $0 |                         |

Total Agency

Percent of Subrecipient

---

Subaward Packet (CA) Revised 4/23/2021

Page 9 of 18

Agency Ref. #: 1209
All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19. Large events (10 or more people in attendance) will require a written plan for COVID-19 compliance no less than 30 days prior to the date of the event, and must be emailed to gmu@dhhs.nv.gov.

### Total Personnel Costs

<table>
<thead>
<tr>
<th>Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Annual</th>
<th>Fringe Cost</th>
<th>Total</th>
<th>% of Time</th>
<th>Months</th>
<th>Annual</th>
<th>Requested</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0.00%</td>
<td></td>
<td>0.00%</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Fringe Cost:** $0

**Total Salary Cost:** $0

### Travel

**Total Budgeted FTE:** 0.00000

#### Out-of-State Travel

<table>
<thead>
<tr>
<th>Title of Trip &amp; Destination such as CDC Conference: San Diego, CA</th>
<th>Cost</th>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare: cost per trip (origin &amp; designation) x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Baggage fee: $ amount per person x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Per Diem: $ per day per GSA rate for area x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Ground Transportation: $ per r/trip x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff</td>
<td>$0.000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Parking: $ per day x # of trips x # of days x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Cost:** $0

#### In-State Travel

<table>
<thead>
<tr>
<th>Origin &amp; Destination</th>
<th>Cost</th>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare: cost per trip (origin &amp; designation) x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

**Cost:** $0
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Grants Management Unit
NOTICE OF SUBAWARD

Baggage fee: $ amount per person x # of trips x # of staff $0 0 0 0 $0
Per Diem: $ per day per GSA rate for area x # of trips x # of staff $0 0 0 0 $0
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff $0 0 0 0 $0
Motor Pool: ($ car/day + # miles/day x $ rate per mile) x # trips x # days $0.00 0 0 $0
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff $0.00 0 0 $0
Parking: $ per day x # of trips x # of days x # of staff $0 0 0 0 $0

<table>
<thead>
<tr>
<th>Operating</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8,000</td>
</tr>
</tbody>
</table>

Medical supplies / Pharmaceuticals, average: $250 per individual x 32 $8,000.00

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Total:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
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<table>
<thead>
<tr>
<th>Contractual</th>
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<tbody>
<tr>
<td>$13,500</td>
<td>$13,500</td>
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</tbody>
</table>

3 Community Health Workers: Stipend $4,500 per year $13,500.00
Healthy Communities Coalition: 3 Community Health Workers (CHW) Total $13,500

Method of Selection: competitive bid
Period of Performance: 07/01/2022 - 03/30/2023

Scope of Work: Community Health Workers will increase availability of family planning and reproductive health services, including education and outreach throughout Lyon County.

*Sole Source Justification: Define if sole source method, not needed for competitive bid

<table>
<thead>
<tr>
<th>Budget</th>
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<tbody>
<tr>
<td>$13,500.0</td>
<td>$13,500.0</td>
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<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Method of Accountability: The community health workers are supervised by Healthy Communities Coalition.
### Other

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barrier removal supports (co-pays &amp; fees) - $49.90 x 187 supports</td>
<td>$9,332</td>
</tr>
</tbody>
</table>

### TOTAL DIRECT CHARGES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$30,832</td>
</tr>
</tbody>
</table>

### Indirect Charges

| Indirect Methodology: | Indirect Rate: | $ 3,083 |

### TOTAL BUDGET

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$33,915</td>
</tr>
</tbody>
</table>
## PROPOSED BUDGET SUMMARY SFY 21

**Applicant Name:** Lyon County Human Services

### A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>GMU</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$33,915</td>
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</tbody>
</table>

**EXPENSE CATEGORY**

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<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
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<tr>
<td>Travel</td>
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<tr>
<td>Operating</td>
<td>$8,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$13,500</td>
</tr>
<tr>
<td>Training</td>
<td>$0</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$9,332</td>
</tr>
<tr>
<td>Indirect</td>
<td>$3,083</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSE**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>TOTAL EXPENSE</td>
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</table>

**These boxes should equal 0**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Indirect Cost**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Indirect Cost</td>
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</table>

**Percent of Subrecipient Budget**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Department agrees:

Additionally, the Subrecipient agrees to provide:

The Department agrees:

Both parties agree:

Financial Reporting Requirements

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

Additionally, the Subrecipient agrees to provide:

The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

Financial Reporting Requirements

The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.

All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination is to be in effect for the term of this subaward.

Any work performed after the BUDGET PERIOD will not be reimbursed.

If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.

If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

The site visit/monitoring will occur once every two years, unless multiple visits are deemed necessary.

The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.

All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the following month.

Reimbursement is based on actual expenditures incurred during the period being reported.

Payment will not be processed without all reporting being current.

Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.
## SECTION D
### Request for Reimbursement

<table>
<thead>
<tr>
<th>Program Name/Source of Funds</th>
<th>Subrecipient Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

### Subaward Period:

**Subrecipient’s:**
- **EIN:**
- **Vendor #:**

### FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

*(must be accompanied by expenditure report/back-up)*

<table>
<thead>
<tr>
<th>Approved Budget Category</th>
<th>A Approved Budget</th>
<th>B Prior Requests</th>
<th>C Current Request</th>
<th>D Year to Date Total</th>
<th>E Budget Balance</th>
<th>F Percent Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>5. Contractual/Consultant</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>6. Training</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>7. Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>8. Indirect</td>
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<td>$0.00</td>
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<td>-</td>
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### MATCH REPORTING

<table>
<thead>
<tr>
<th>Approved Match Budget</th>
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<th>Current Match Reported</th>
<th>Year to Date Total</th>
<th>Match Balance</th>
<th>Percent Completed</th>
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<tr>
<td>INSERT MONTH/QUARTER</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
</tbody>
</table>

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

### FOR DEPARTMENT USE ONLY

- **Is program contact required?** ______ Yes ______ No
- **Contact Person:** ____________________________
- **Reason for contact:** ____________________________
- **Fiscal review/approval date:** ____________________________
- **Scope of Work review/approval date:** ____________________________
- **ASO or Bureau Chief (as required):** ____________________________
  Date

---

**SECTION E**
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Grants Management Unit
NOTICE OF SUBAWARD

Audit Information Request

1. Non-Federal entities that expend $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization’s most recent fiscal year?
   
3. When does your organization’s fiscal year end?

4. What is the official name of your organization?

5. How often is your organization audited?

6. When was your last audit performed?

7. What time-period did your last audit cover?

8. Which accounting firm conducted your last audit?

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Grants Management Unit
NOTICE OF SUBAWARD

SECTION F

Notification of Utilization of Current or Former State Employee

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees’ Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES □ If “YES”, list the names of any current or former employees of the State and the services that each person will perform.

NO □ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

<table>
<thead>
<tr>
<th>Name</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
SECTION G
Confidentiality Addendum
BETWEEN
Nevada Department of Health and Human Services
Hereinafter referred to as “Department”

and

Lyon County
Hereinafter referred to as “Subrecipient”

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS
The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. Agreement shall refer to this document and that agreement to which this addendum is made a part.
2. Confidential Information shall mean any individually identifiable information, health information or other information in any form or media.
3. Subrecipient shall mean the name of the organization described above.
4. Required by Law shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM
The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW
Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed, or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT
Subrecipient shall be permitted to use and/or disclose information accessed, viewed, or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION
Subrecipient may use information as stipulated in the primary agreement if necessary, for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT
1. Agents and Subcontractors. Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
2. Appropriate Safeguards. Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. Reporting Improper Use or Disclosure. Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. Return or Destruction of Confidential Information. Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
14.c

Subject:
For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $58,143.00.

Summary:
Annual grant funding that provides for the FASTT multi-disciplinary team that provides in-reach case management and supports to incarcerated individuals with services that include evidence-based behavioral health and risk/needs screening and assessments, educational groups, medical referrals, and reentry service plan development. The outcomes of this program are to increase community safety and awareness by promoting engagement in treatment, improve quality of life, and preventing risk of arrest and re-arrest for individuals involved with the criminal justice system.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $58,143.00.

ATTACHMENTS
  • - FY2022 FASTT Grant Award
NOTICE OF SUBAWARD

Program Name: Division of Public and Behavioral Health
Subrecipient’s Name: Lyon County Human Services
Address: 4126 Technology Way, Suite #200
                        27 S Main St
Yreka, CA 97090-0089
                        Yerington NV 89447
Subaward Period: July 1, 2021 through June 30, 2022
Subrecipient’s:
                        EIN: 88-6000097
                        Vendor #: T40158600A
                        Dun & Bradstreet: 071540355

Purpose of Award: To fund Forensic Assessment Services Triage Team (FASTT).
Region(s) to be served: ☐ Statewide ☑ Specific county or counties: Lyon County

<table>
<thead>
<tr>
<th>Approved Budget Categories</th>
<th>FEDERAL AWARD COMPUTATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$37,924.00</td>
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<tr>
<td>2. Travel</td>
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<td>3. Operating</td>
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</tr>
<tr>
<td>4. Equipment</td>
<td>$0.00</td>
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<tr>
<td>5. Contractual/Consultant</td>
<td>$15,912.00</td>
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<tr>
<td>6. Training</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. Other</td>
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<tr>
<td>TOTAL DIRECT COSTS</td>
<td>$53,836.00</td>
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<tr>
<td>8. Indirect Costs</td>
<td>$4,307.00</td>
</tr>
<tr>
<td>TOTAL APPROVED BUDGET</td>
<td>$58,143.00</td>
</tr>
</tbody>
</table>

Source of Funds: State Liquor Tax

Agency Approved Indirect Rate: 7.9%
Subrecipient Approved Indirect Rate: 8%

Terms and Conditions:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal regulations.
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Fund must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: DHHS Business Associate Addendum;
Section H:...

Name: Vida Keller, Chairman
Board of County Commissioners

Name: Signature: Date:
Vida Keller, Chairman
Board of County Commissioners

for Lisa Sherych
Administrator, DPBH
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD  

SECTION A  
GRANT CONDITIONS AND ASSURANCES

General Conditions
1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
   - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
   - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department’s grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers’ compensation and employer’s liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).


7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee’s fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section 8 of this notice of subaward must be completed.

8. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Recipient 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 regulations.

10. No funding associated with this grant will be used for lobbying.

11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

- Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

- Any attempt to influence:
  - The introduction or formulation of federal, state or local legislation; or
  - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

- Any attempt to influence:
  - The introduction or formulation of federal, state or local legislation; or
  - The enactment or modification of any pending federal, state or local legislation; or
  - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

- Not specifically directed at:
  - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
  - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
  - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and any amendments to either such documents, which are funded by funds allotted in this agreement.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work, and Deliverables

Brief Description of Program: The program intends to divert individuals from jail and place them into appropriate treatment programs to become successful and less likely to end up in the justice system due to their mental illness.

Problem Statement: Nevadas inmates are often incarcerated due to mental health in substance abuse issues and then released without supportive services to help the underlying cause of their incarceration mental illness or substance abuse disorders. Lacking services, an understanding of mental health has led to a problem of over-incarcerated rather than effective treatment.

Lyon County Human Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the attached timelines:

Scope of Work for Lyon County Human Services

Goal 1: Increase community health and wellbeing by reducing recidivism in Lyon County.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Community Health Worker (CHW) to complete evidence-based screenings and assessments for 75% of the jail population to allow rehabilitation services to be provided prior to inmates being released to the community.</td>
<td>1. Community Health Worker to work 15 hours per week conducting evidence-based Community Supervision Screening Tool (CSST) to determine the criminogenic risk levels. a. FASTT CHW will complete the intake form, including the following evidence-based screenings: Columbia Suicide Severity Rating Scale, CAGE, AUD, and Brief Jail Mental Health Screen for individuals who score a high risk to recurivate. b. FASTT Case Manager will conduct the full Community Supervision Tool (CST) assessment with high-scoring inmates to determine overall high-risk domains contributing to criminal behavior and activities.</td>
<td>06/30/2022</td>
<td>1. Data entry and reporting to be entered and extracted from OMS database and internal spreadsheets.</td>
</tr>
</tbody>
</table>

Subaward Packet (BAA) Revised 6/19
Page 4 of 15
Agency Ref #: SG 25283
**Goal 2:** Provide rehabilitation supports to criminally justice-involved individuals through the use of evidence-based tools.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
</tr>
</thead>
</table>
| 1. Increase service plan development, implementation, and follow-ups with inmates by at least 50% | 1. FASTT Case Manager to develop and implement service plans, per CST assessment results and inmate Personal Reflection sheets before the inmate release date.  
   a. Service plans will be shared and monitored by the FASTT Case manager with internal service providers to ensure the inmate is connected with all available service providers and programs while the inmate is incarcerated (substance groups, medical, mental health, education, employment, vocational, housing, etc.)  
   b. FASTT Case Manager will share, coordinate, and provide follow up on post-release and transition service plans in conjunction with the jail staff with appropriate service providers (VA, substance abuse, mental health, education, housing, etc.) to ensure the inmate is provided rehabilitation services according to the evidence-based tools.  
   c. FASTT Case Manager and CHW will conduct post-release follow-ups for high to very high scoring inmates to ensure program connectivity. | 06/30/2022 | 1. Data entry and reporting to be entered and extracted from CMIS database and internal spreadsheets. |
| 2. FASTT will implement TCU evidence-based group programming in the jail to increase rehabilitation efforts to inmates who score mod-very high. | 2. FASTT Program Coordinator will review the material with SAPTA before developing and implementing the groups in the jail.  
   a. Staff will be trained before facilitating groups.  
   b. FASTT will conduct a minimum of two 1.5-hour groups per week. | 06/30/2022 | 2. Training records and group sign-in sheets. |

Note: This document should not contain any red text when completed

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through State Liquor Tax. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor the State of Nevada."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Nevada State Liquor Tax.

Subrecipient agrees to adhere to the following budget:

<table>
<thead>
<tr>
<th>Total Personnel Costs</th>
<th>including fringe</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Shoell</td>
<td>$52,640.00</td>
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<tr>
<td>Case Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Control #61200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Apply and adhere to Lyon County Human Services (LCHS) policies and procedures; facilitate educational groups in the jail; receive and respond to referrals for FASTT; conduct person-centered intakes; identify barriers and need with consumers; provide information and referral services to consumers; develop and provide consumers with case plans; coordinate and monitor service delivery with consumers and service providers; provide team members with regular updates regarding existing consumers; conduct additional field visits to consumers; implement community education and outreach plans; participate in case reviews and corresponding meetings; complete required reports; close cases as identified in policies and procedures; and ensure all referrals and required information is recorded in the designated data collection system.

<table>
<thead>
<tr>
<th>Total Fringe Cost</th>
<th>$10,835.00</th>
<th>Total Budgeted FTE</th>
<th>1.2640</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td></td>
<td>Total:</td>
<td>$0</td>
</tr>
<tr>
<td>Operating</td>
<td></td>
<td>Total:</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td>Total:</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual</td>
<td></td>
<td>Total:</td>
<td>$15,912.00</td>
</tr>
</tbody>
</table>

Name of Contractor, Subrecipient: Healthy Communities
Method of Selection: Sole Source
Period of Performance: July 1, 2021 - June 30, 2022
Scope of Work: Community Health Worker would conduct CSST assessments in the Lyon County Jail 5 days a week @ 3/hr a day at $17/hr with 20% fringe (15/hr week). The assessments would allow for more individuals to be screened and assessed for FASTT services.

* Sole Source Justification: Existing contractor, the only applicant originally that expressed interest with required credentials.

Budget
Personnel $15,912.00
Travel $0.00
Total Budget $15,912.00

Training
Total: $0

Other
Total: $0

TOTAL DIRECT CHARGES $53,836.00

Indirect Charges
Indirect Rate: 8.000% $4,307.00
Indirect Methodology: N/A

TOTAL BUDGET $58,143.00
### STATE OF NEVADA
#### DEPARTMENT OF HEALTH AND HUMAN SERVICES
##### DIVISION OF PUBLIC & BEHAVIORAL HEALTH
##### NOTICE OF SUBAWARD

**Applicant Name:** Lyon County Human Services  
**PROPOSED BUDGET SUMMARY**  
(Form Revised May 2019)

#### A.

**PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERIDE - SEE INSTRUCTIONS**

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>Liquor</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>County 303</td>
<td>County 304</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCCURRED</td>
<td>$58,143.00</td>
<td>$11,049.00</td>
<td>$11,784.00</td>
<td>$9,217.00</td>
<td>$3,884.00</td>
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<td></td>
<td>$93,877.00</td>
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#### EXPENSE CATEGORY

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Personnel</th>
<th>Travel</th>
<th>Operating</th>
<th>Equipment</th>
<th>Contractual/Consultant</th>
<th>Training</th>
<th>Other Expenses</th>
<th>Indirect</th>
<th>TOTAL EXPENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$37,924.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$15,912.00</td>
<td>$0</td>
<td>$0</td>
<td>$4,307.00</td>
<td>$58,143.00</td>
</tr>
<tr>
<td></td>
<td>$11,049.00</td>
<td>$11,784.00</td>
<td>$9,217.00</td>
<td>$3,884.00</td>
<td>$15,912.00</td>
<td>$0</td>
<td>$0</td>
<td>$4,307.00</td>
<td>$73,858.00</td>
</tr>
</tbody>
</table>

**These boxes should equal 0**

| Total Indirect Cost | $4,307.00 |

**B. Explain any items noted as pending:**

The FY22 NOFO for ESG is in process, the CSBG NOFO has not yet been received, and the County budget is in the review process, however, we anticipate these funding streams to continue.

**C. Program Income Calculation:**

N/A

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Subaward Packet (BAA)
Revised 8/19

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Agency Ref #: SG 25283
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:
To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $58,143.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Technical assistance, upon request from the Subrecipient;
- Prior approval of reports or documents to be developed;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- At least one site visit will be scheduled during the budget period.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD
SECTION D

Request for Reimbursement

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Subrecipient's Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Public and Behavioral Health</td>
<td>Lyon County Human Services</td>
</tr>
<tr>
<td>Bureau of Behavioral Health Wellness and Prevention</td>
<td>Shayla Holmes <a href="mailto:sholmes@lyon-county.org">sholmes@lyon-county.org</a></td>
</tr>
<tr>
<td>Yezenia Pacheco <a href="mailto:ypacheco@health.nv.gov">ypacheco@health.nv.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4126 Technology Way, Suite #200 Carson City, NV 89706-2009</td>
<td>27 S Main St Yerington NV 89447</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subaward Period:</th>
<th>Subrecipient's:</th>
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</thead>
<tbody>
<tr>
<td>July 1, 2021 through June 30, 2022</td>
<td>EIN: 88-6000097</td>
</tr>
<tr>
<td></td>
<td>Vendor #: T40156800A</td>
</tr>
</tbody>
</table>

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

<table>
<thead>
<tr>
<th>Month(s)</th>
<th>Calendar year</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Approved Budget Category</th>
<th>A Approved Budget</th>
<th>B Total Prior Requests</th>
<th>C Current Request</th>
<th>D Year to Date Total</th>
<th>E Budget Balance</th>
<th>F Percent Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$37,924.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$37,924.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>2. Travel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>3. Operating</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>5. Contractual/Consultant</td>
<td>$15,912.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$15,912.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>6. Training</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>7. Other</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
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<tr>
<td>8. Indirect</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Total</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$58,143.00</td>
<td>0.0%</td>
</tr>
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</table>

**MATCH REPORTING**

<table>
<thead>
<tr>
<th>Approved Match Budget</th>
<th>Total Prior Reported Match</th>
<th>Current Match Reported</th>
<th>Year to Date Total</th>
<th>Match Balance</th>
<th>Percent Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSERT MONTH/QUARTER</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature

Title

Date

FOR Department USE ONLY

Is program contact required? Yes No Contact Person:

Reason for contact:

Fiscal review/approval date: ____________________________

Scope of Work review/approval date: ______________________

Chief (as required): ____________________________ Date

Subaward Packet (BAA) Revised 6/19

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Agency Ref. #: SG 25283
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION E
Audit Information Request

1. Non-Federal entities that expend $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization’s most recent fiscal year? [X] YFS  [ ] NO

3. When does your organization’s fiscal year end? June 30

4. What is the official name of your organization? Lyon County Human Services

5. How often is your organization audited? Annually

6. When was your last audit performed? November 2020

7. What time-period did your last audit cover? July 1, 2019 - June 30, 2020

8. Which accounting firm conducted your last audit? Sciarani & Co. (sciarani.com)

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD  

SECTION F  
Current or Former State Employee Disclaimer  

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.  

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.  

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?  

YES ☐  If "YES", list the names of any current or former employees of the State and the services that each person will perform.  

NO ☒ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.  

Name Services  

________________________________________ ________________________________  

________________________________________ ________________________________  

________________________________________ ________________________________  

________________________________________ ________________________________  

________________________________________ ________________________________  

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.  

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION G
Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (“the HITECH Act”), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. Breach means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.

2. Business Associate shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.


4. Agreement shall refer to this Addendum and that particular agreement to which this Addendum is made a part.

5. Covered Entity shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

6. Designated Record Set means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.

7. Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

8. Electronic Protected Health Information means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.

9. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.

10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.

11. Individual means the person who is the subject of protected health information and is defined in 45 CFR 160.103.

12. Individually Identifiable Health Information means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.

13. Parties shall mean the Business Associate and the Covered Entity.

14. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.

15. Protected Health Information means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

16. Required by Law means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.

17. Secretary shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.

18. Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.

19. Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or inaccessible to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.

20. USC stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.

2. Access to Records. The Business Associate shall maintain its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).

3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or otherwise, must be made in a manner consistent with the requirements as outlined under 45 CFR 164.528(b).

4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain policies against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.

6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.

7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individuals whose information was disclosed inappropriately.

8. Breach Notification Requirements. If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. Breach Pattern or Practice by Covered Entity. Pursuant to 42 USC 17934, if the Business Associate knows of a pattern or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Agreement, the business associate must immediately report the problem to the Secretary.

10. Data Ownership. The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.

11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost.
to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. Minimum Necessary. The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).

13. Policies and Procedures. The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.

14. Privacy and Security Officer(s). The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate’s HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

15. Safeguards. The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(iii).

16. Training. The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. Use and Disclosure of Protected Health Information. The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:
   a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(ii)(A) and 42 USC 17935 and 17936.
   b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(4)(ii)(A), and 164.504(e)(2)(ii)(B).
   c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
   d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(4)(1).

2. Prohibited Uses and Disclosures:
   a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
   b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity’s Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of protected health information.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate’s use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate’s use or disclosure of protected health information.

4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:
   a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
   b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
   c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.

2. Term. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.

3. Termination for Breach of Agreement. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

2. Clarification. This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.

3. Indemnification. Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
   a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
   b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party’s performance under this Addendum.

4. Interpretation. The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

5. Regulatory Reference. A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.

6. Survival. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
14.d

Subject:
For Possible Action: Accept grant award from Nevada Department of Health and Human Services, for FY2022 in the amount of $105,251.00, with no county match required, for the Fund Healthy Nevada – ILG Program.

Summary:
This is an annual grant for the Fund Health Nevada – ILG program through Nevada Department of Health and Human Services. This grant funding will provide case management services and medical transportation throughout the county.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from Nevada Department of Health and Human Services, for FY2022 in the amount of $105,251.00, with no county match required, for the Fund Healthy Nevada – ILG Program.

ATTACHMENTS
- FY22 Lyon County FHN-ILG
### Grantee Name:
Lyon County Human Services (Independent Living)

### Physical Address:  
620 Lake Avenue  
Silver Springs, NV 89429

### Mailing Address:  
620 Lake Avenue  
Silver Springs, NV 89429

### Contact:  
Shayla Holmes  
Email: sholmes@lyon-county.org

### Telephone:  
775-577-5009 x .3301

### Initial Grant Term:  
7/1/2021 to 6/30/2022

### EIN:  
88-6000097

### NCS Grant #:  
210525

### Dun & Bradstreet #:  
071540355

### Purpose of Award:
Lyon County Human Services will increase the Adult Services division capacity to expand intake, assessments, and comprehensive case management activities for individuals living with disabilities, with the primary goal of reducing barriers and increasing self-sufficiency. The Senior Services Division will provide individuals over the age of 60 with a disability or individuals caring for someone over the age of 60 that have a disability services and supports identify needs, information and referrals to meet those needs, skills training in areas of scope such as technology assistance, basic mental health coping skills, and more. Case managers also advocate on behalf of clients.

### Region(s) to be served:
- Statewide
- Specific County or Counties: Lyon County

### Approved Annual Budget:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$91,433.00</td>
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<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$4,250.00</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$0.00</td>
</tr>
<tr>
<td>Training</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect</td>
<td>$9,568.00</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$105,251.00</strong></td>
</tr>
</tbody>
</table>

### Disbursement of funds will be as follows:
Nevada Clinical Services (“NCS”) and Grantee agree to enter this Grant Agreement for the year from July 1, 2021 through June 30, 2022 (“Initial Grant Term”). Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this grant. Total reimbursement will not exceed $105,251.00 over the duration of the Initial Grant Term. NCS has designated the Nevada Department of Health and Human Services (“Manager”) to provide professional services to assist NCS in administering and managing this Grant Agreement.
Terms and Conditions: In accepting these grant funds, the grantee understands and agrees to the following.

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with applicable state and federal law and the terms of this Grant Agreement.
3. Expenditures must be consistent with the narrative, goals and objectives, budget, and other terms as specified in this Grant Agreement and any Incorporated Documents.
4. Grantee must comply with NCS’ Grant Conditions and Assurances, and NCS’ Grant Instructions and Requirements.
5. Grantee must comply with all applicable Federal regulations.
6. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by NCS or Manager.
7. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by NCS or Manager.
8. NCS may extend the term of this Grant for an additional 12-month term (“Renewal Grant Term”) at the same terms and conditions upon written notification to the Grantee.
9. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services (“DHHS”) upon seven (7) days’ written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS’ assignment of this Agreement to DHHS, NCS and Grantee agree that the amendments reflected in Section F shall become effective immediately.

Source of Funds: NCS 100

Incorporated Documents:

Section A: NCS Grant Conditions & Assurances
Section B: Description of Services, Scope of Work, and Deliverables
Section C: Budget
Section D: Confidentiality Agreement
Section E: NCS Grant Instructions and Requirements (GIRS)
Section F: Assignment

Authorized Grantee Official (Printed Name, Title):
Vida Keller, Chairman
Lyon County Board of Commissioners

Signature: Date:

Nevada Clinical Services:
Karla Perez, Secretary

Signature: Date:

#210525
SECTION A

NCS GRANT CONDITIONS & ASSURANCES
NEVADA CLINICAL SERVICES, INC.

GRANT CONDITIONS AND ASSURANSES

SECTION A

Effective July 1, 2018

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. Nevada Clinical Services, Inc. (hereafter referred to as “NCS”) shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Grantee is an independent entity.

2. The Grantee shall hold harmless, defend, and indemnify NCS from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee’s performance or nonperformance of the services or subject matter called for in this Agreement.

3. NCS or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release NCS or Grantee from its obligations under this Agreement.

NCS may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both NCS and Grantee.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work may only be undertaken with the prior approval of NCS. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of NCS, become the property of NCS, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

NCS may also suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or with any NCS policies, terms or provisions referred to herein; and NCS may declare the Grantee ineligible for any further participation in NCS’ Grant Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable law or NCS policies, NCS may withhold funding as outlined in the current Grant Instructions and Requirements.

Grant Assurances

A signature below indicates that the Grantee is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with NCS insurance requirements for general, professional, and automobile liability; workers’ compensation and employer’s liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).


7. It is the policy of NCS that any Grantee required under federal regulations to complete an audit that meets the standards set forth in Subpart F of 2 CFR 200 must provide Manager, on behalf of NCS, with a copy of the final audit report.

8. No funding associated with this grant will be used for lobbying.

9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

11. Compliance with NCS Grant Instructions and Requirements.

- An organization receiving grant funds through NCS shall not use grant funds for any activity related to the following.

  1. Any attempt to influence the outcome of any Federal, State or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

  2. Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

  3. Any attempt to influence:

     (a) The introduction or formulation of Federal, State or local legislation; or

     (b) The enactment or modification of any pending Federal, State or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

  4. Any attempt to influence the introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity.

  5. Any attempt to influence:
(a) The introduction or formulation of Federal, State or local legislation;
(b) The enactment or modification of any pending Federal, State or local legislation; or
(c) The introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

6. Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

7. Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

• An organization receiving grant funds through NCS may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

1. Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

2. Not specifically directed at:
   (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
   (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
   (c) Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a grantee or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to Manager, on behalf of NCS.

Lyron County Human Services

___________________________________________________________________________________
Signature of Authorized Representative

___________________________________________________________________________________
Vida Keller, Chairman, Lyon County Board of Commissioners

>Name and Title (Please Print)
SECTION B
SCOPE OF WORK
### Goal 1: Lyon County residents with disabilities will have access to available services and supports.

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Activities</th>
<th>Expected Outcomes</th>
<th>Timeline (Begin-Completion)</th>
<th>Target Population</th>
</tr>
</thead>
</table>
| 1.1 Increase availability of staff to provide information, referral, skill building, and advocacy. | 1a. Hire Case Manager for Senior Services.  
1b. Train new hire in Person Centered Planning model of case management and other items required by the Senior Services Division position specific training calendar. | Staff member is hired.  
New staff member is trained in Person Centered Planning model and resources available within and outside of Lyon County. | 1a. 8/15/2021  
1b. 10/30/2021 | Individuals seeking employment                                               |
| 1.2 Increase availability and access to medical transportation.           | 2a. Hire part time transportation specialist.  
2b. Train new hire according to the position specific training calendar which includes ADA service delivery. | Staff member is hired.  
New staff member is trained according to position | 1.2a. 8/15/2021  
1.2b. 10/30/2021 | Individuals seeking employment                                               |
<table>
<thead>
<tr>
<th>Objectives</th>
<th>Activities</th>
<th>Expected Outcomes</th>
<th>Timeline (Begin-Completion)</th>
<th>Target Population</th>
</tr>
</thead>
</table>
| 2.1 Assess individuals with disabilities for barriers and eligibility. | 1a. Schedule community and self-referrals for intake and assessment within 5 days.  
1b. Conduct intake and assessment with individuals and identify needs and barriers. | All individuals referred (through any means) with an initial appointment scheduled will be asked if they have a disability and be provided resources and assistance meet their needs. | 2.1a. 7/6/2021 and ongoing  
2.1b. 7/6/2021 and ongoing | Lyon county residents (18 and over) with disabilities |

**Goal 2:** Lyon County residents with disabilities will be able to live as independently with lowest level of supports necessary in their community.

**Objectives**

**Activities**

**Expected Outcomes**

**Timeline (Begin-Completion)**

**Target Population**

**1.3 Expand Adult Services Case Management to include home visits.**

3a. Purchase cell phones for staff to execute home visits safely.
3b. Train Adult Services Case Managers in department Home Visiting Safety policy.
3c. Provide home visits to individuals with disabilities that have barriers to in office appointments.

Adult Services clients with disabilities will receive access to services in their homes.

1.3a 7/30/2021  
1.3b. 7/30/2021  
1.3c. 8/1/2021 and ongoing  

Lyon County residents with disabilities unable to access office spaces.

**1.4 Ensure offices (environment and services) are set up to maximize access for individuals with disabilities.**

4a. Division Managers will complete the ADA Checklist for existing facilities.
4b. An action plan will be developed to address concerns.

LCHS office spaces will be enhanced and altered to better meet the needs of individuals with disabilities.

1.4a. 8/30/2021  
1.4b. 9/30/2021  

Lyon County residents with disabilities across the lifespan.
<table>
<thead>
<tr>
<th>2.2 Assist clients in goal setting through the PCP model to reduce barriers and meet the needs of the client.</th>
<th>2a. Engage client in intentional conversation regarding aspirations, wants, and viewpoints on needs identified from assessment.</th>
<th>Individuals receiving services will have personalized goals.</th>
<th>2.2a 7/6/2021 and ongoing</th>
<th>Lyon county residents (18 and over) with disabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>2b. Guide client through realistic goal setting to include who is responsible for the goal and target completion date.</td>
<td></td>
<td></td>
<td>2.2b 7/6/2021 and ongoing</td>
<td></td>
</tr>
<tr>
<td>2.3 Assist clients in achieving goals.</td>
<td>3a. Schedule regular follow up appointments with clients to provide assistance and monitor progress of goals.</td>
<td>Individuals receiving services will achieve their goals.</td>
<td>2.3a 7/6/2021 and ongoing</td>
<td>Lyon county residents (18 and over) with disabilities</td>
</tr>
<tr>
<td>3b. Provided necessary information, application assistance, and referrals for services.</td>
<td></td>
<td></td>
<td>2.3b 7/6/2021 and ongoing</td>
<td></td>
</tr>
<tr>
<td>3c. Assist clients in skill building such as healthy habits, budgeting, everyday technology, self-advocacy, soft skills for interpersonal relationships and to gain or retain employment.</td>
<td></td>
<td></td>
<td>2.3c 7/6/2021 and ongoing</td>
<td></td>
</tr>
<tr>
<td>3d. Advocate for and with clients to</td>
<td></td>
<td></td>
<td>2.3d 7/6/2021 and ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2.3e 8/30/2021 and ongoing</td>
<td></td>
</tr>
</tbody>
</table>
maximize benefits with service providers.

3e. Increase collaboration with Lyon County Multi-Disciplinary Team (MDT) to streamline care coordination.

Compliance with this Section is acknowledged by signing the cover page of this Grant Agreement packet.
SECTION C
BUDGET
## Grantee Name: FHN Lyon County Human Services - Independent Living

### BUDGET NARRATIVE

<table>
<thead>
<tr>
<th>Total Personnel Costs</th>
<th>including fringe</th>
<th>Total:</th>
<th>$91,433</th>
</tr>
</thead>
</table>

List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Months worked</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sharyn Duncan</td>
<td>$47,017.00</td>
<td>44.346%</td>
<td>10.000%</td>
<td>12</td>
<td>$6,787</td>
</tr>
<tr>
<td>Case Manager</td>
<td></td>
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</tr>
<tr>
<td>Position Control #60203</td>
<td></td>
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</table>

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mikelynn McKinney</td>
<td>$51,702.00</td>
<td>38.677%</td>
<td>10.000%</td>
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<td>$7,170</td>
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<td>Case Manager</td>
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<td>Position Control #60206</td>
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<tr>
<td>Title of position &amp; Position Control Number</td>
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Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lucrecia Salguero</td>
<td>$50,223.00</td>
<td>39.323%</td>
<td>10.000%</td>
<td>12</td>
<td>$6,997</td>
</tr>
<tr>
<td>Case Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Position Control #60202</td>
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Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

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<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Shoell</td>
<td>$50,223.00</td>
<td>39.323%</td>
<td>10.000%</td>
<td>12</td>
<td>$6,997</td>
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<td>Case Manager</td>
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<tr>
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Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Be Determined</td>
<td>$47,017.00</td>
<td>44.346%</td>
<td>10.000%</td>
<td>12</td>
<td>$6,787</td>
</tr>
<tr>
<td>Case Manager</td>
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<tr>
<td>Position Control #00000</td>
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</tbody>
</table>

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Be Determined</td>
<td>$23,200.00</td>
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<td>$6,960</td>
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</tr>
<tr>
<td>Position Control #00000</td>
<td></td>
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</tbody>
</table>

Provide transportation to medical services for individuals with disabilities.

<table>
<thead>
<tr>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>Diana Moore</td>
<td>$39,202.00</td>
<td>22.466%</td>
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<td>Transportation Specialist</td>
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<td>Position Control #61400</td>
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</table>

Provide transportation to medical services for individuals with disabilities.
<table>
<thead>
<tr>
<th>Cheri Roberts</th>
<th>$51,808.00</th>
<th>41.795%</th>
<th>25.000%</th>
<th>12</th>
<th>100.00%</th>
<th>$18,365</th>
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provide person centered planning and case management services for individuals over the age of 60 with disabilities.

<table>
<thead>
<tr>
<th>To Be Determined</th>
<th>$47,017.00</th>
<th>44.346%</th>
<th>25.000%</th>
<th>12</th>
<th>100.00%</th>
<th>$16,967</th>
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provide person centered planning and case management services for individuals over the age of 60 with disabilities.

<table>
<thead>
<tr>
<th>Total Fringe Cost</th>
<th>$23,388</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salary Cost:</td>
<td>$68,045</td>
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<tr>
<td>Total Budgeted FTE</td>
<td>1.60000</td>
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<tr>
<td>Travel</td>
<td>Total:</td>
</tr>
<tr>
<td>Operating</td>
<td>Total:</td>
</tr>
<tr>
<td>Equipment</td>
<td>Total: $4,250</td>
</tr>
<tr>
<td>5 cell phones @ $100 ea./1 yr. service @ $750 x 5 to allow for safety during home visits with clients.</td>
<td>$4,250.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td>Total:</td>
</tr>
<tr>
<td>Other</td>
<td>Total:</td>
</tr>
<tr>
<td>TOTAL DIRECT CHARGES</td>
<td>$95,683</td>
</tr>
<tr>
<td>Indirect Charges</td>
<td>Indirect Rate: 10.00% $9,568</td>
</tr>
<tr>
<td>Indirect Methodology: 10% of direct charges.</td>
<td></td>
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| TOTAL BUDGET | Total: $105,251 |
SECTION D
CONFIDENTIALITY ADDENDUM
SECTION D

CONFIDENTIALITY ADDENDUM

BETWEEN

Nevada Clinical Services, Inc.
Hereinafter referred to as “NCS”

and

Lyon County Human Services
Hereinafter referred to as “Grantee”

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between NCS and Grantee.

WHEREAS, Grantee may have access, view or be provided information, in conjunction with goods or services provided by Grantee to NCS or its designee that is confidential and must be treated and protected as such.

NOW, THEREFORE, NCS and Grantee agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. Agreement shall refer to this document and that agreement to which this addendum is made a part.
2. Confidential Information shall mean any individually identifiable information, health information or other information in any form or media.
3. Grantee shall mean the name of the organization described above.
4. Required by Law shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the Grant Period and shall expire when all information provided by NCS or created by Grantee from that confidential information is destroyed or returned, if feasible, to NCS or Manager pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Grantee hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by NCS or Manager for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY GRANTEE

Grantee shall be permitted to use and/or disclose information accessed, viewed or provided from NCS or Manager for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Grantee may use information as stipulated in the primary agreement if necessary for the proper management and administration of Grantee; to carry out legal responsibilities of Grantee; and to provide data aggregation services relating to the health care operations of NCS or Manager. Grantee may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Grantee has obtained written approval from NCS.
VI. OBLIGATIONS OF GRANTEE

1. **Agents and Subcontractors.** Grantee shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Grantee and are contained in Agreement.

2. **Appropriate Safeguards.** Grantee will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Grantee will immediately report in writing to NCS any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Grantee will return or destroy all confidential information created or received by Grantee on behalf of NCS. If returning or destroying confidential information at termination of Agreement is not feasible, Grantee will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Grantee maintains will not be used or disclosed.

IN WITNESS WHEREOF, Grantee and NCS have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>NCS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Vida Keller</td>
<td></td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Chairman, Lyon County Board of Commissioners</td>
<td></td>
</tr>
</tbody>
</table>
SECTION E
NCS GRANT INSTRUCTIONS & REQUIREMENTS (GIRS)
### SECTION E
NCS Grant Instructions and Requirements

Effective July 1, 2018

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</tr>
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<td>2</td>
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<td>GIR-19-4 Confidentiality</td>
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<td>GIR-19-5 Controlling Documents</td>
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<td>GIR-19-6 Grantee Rights and Responsibilities</td>
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<tr>
<td>Gir-19-7 Fiscal Request for Funds Instructions</td>
<td>4</td>
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<tr>
<td>GIR-19-8 Cost Sharing or Matching Requirements</td>
<td>5</td>
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<tr>
<td>GIR-19-9 Cost Allocation</td>
<td>5</td>
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<tr>
<td>GIR-19-10 Direct and Indirect Costs</td>
<td>6</td>
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<tr>
<td>GIR-19-11 Program Income Accounting Procedures</td>
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<tr>
<td>GIR-19-12 Allowability and Allocability of Costs</td>
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<td>GIR-19-13 Allowability of Specific Costs</td>
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<td>GIR-19-14 Disbursement of Funds</td>
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<td>GIR-19-15 Travel Reimbursement</td>
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<td>GIR-19-16 Budget Modifications</td>
<td>13</td>
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<tr>
<td>GIR-19-17 End of Grant Year Instructions</td>
<td>14</td>
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<tr>
<td>GIR-19-19 Procedures for Processing Carryover of Funds</td>
<td>14</td>
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<td>Gir-19-20 Equipment and Inventory Requirements</td>
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<tr>
<td>GIR-19-21 Retention and Disposal of Project Documents</td>
<td>15</td>
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<tr>
<td>GIR-19-22 Procedures for Fiscal Monitoring and Review</td>
<td>17</td>
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<tr>
<td>GIR-19-23 Procedures for Program Site Visits and Monitoring</td>
<td>17</td>
</tr>
<tr>
<td>GIR-19-24 Corrective Actions</td>
<td>19</td>
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</tbody>
</table>
Grant Instructions and Requirements  
Effective July 1, 2018

GIR-19-1  SUBJECT: GIRS DEFINED

Nevada Clinical Services, Inc. ("NCS") has adopted these Grant Instructions and Requirements (GIRS) to provide Grantees with essential information relative to financial and administrative requirements for programs funded through NCS. The GIRS apply to all Grantees.

This edition of the GIRS applies to all grants awarded from July 1, 2018 forward.

Sections of the GIRS are identified by the term GIR (a single provision in the Grant Instructions and Requirements), and numbered serially.

Each Grantee is instructed to maintain a copy of the GIRS, which will be verified during program and/or fiscal monitoring. Programs that do not follow the instructions and requirements outlined in the GIRS will jeopardize their receipt of funds.

GIR-19-2  SUBJECT: GRANTOR AND GRANTEE DEFINED

NCS is the Grantor of the awarded funds and is responsible for oversight of the awarded funds. NCS is party to a Management Services Agreement with the Department of Health and Human Services of Nevada, referenced herein as "Manager", to provide management and professional services to assist NCS in administering and managing its obligations under various agreements, which include NCS' grant agreement.

The Grantee is the recipient of the funds awarded by NCS for the specific purposes set forth in the Grantee’s Grant Agreement with NCS and any incorporated documents and/or attachments. The Grantee includes all employees, board members and designated representatives of the recipient organization or agency.

An entity that receives a portion of these funds through the Grantee is known as the Subcontractor.

GIR-19-3  SUBJECT: GRANTOR AUTHORITY

The Grantor cannot be limited in its rights by the Grantee, as Grantor rules and regulations shall supersede Grantee rules and regulations. The ability of NCS or NCS' designee to evaluate the grant includes full access to any document and/or record pertinent to the program and the right to interview staff, clients, agency personnel or board members in accordance with the procedures of confidentiality as described in GIR-19-4 and any pertinent policies prescribed by NCS, either directly or through its Manager.

GIR-19-4  SUBJECT: CONFIDENTIALITY

All Grantees are required to comply with applicable State and Federal confidentiality and privacy rules. Grantees shall collect, maintain, and transmit personal information about service
recipients in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on any information submitted to the Grantor or designees). Any Grantee that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191 (45 CFR 160 and 164). Such safeguards shall not restrict the Grantor’s access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d)(1)(iii)].

GIR-19-5 SUBJECT: CONTROLLING DOCUMENTS

For purposes of administration and decisions regarding compliance and operations, the approved grant proposal (including scope of work, outputs and outcomes), budget, assurances, GIRS, any pertinent policies prescribed by NCS (either directly or through its Manager), and any applicable Federal or State regulations and requirements constitute the controlling documents. Both the Grantee and the Grantor shall reference these documents when interpreting or applying rules.

Any questions regarding the administration of this grant should be directed to NCS or its Manager.

GIR-19-6 SUBJECT: GRANTEE RIGHTS AND RESPONSIBILITIES

1. The Grantee organization assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant applications.
2. The Grantee shall maintain effective control and accountability for all grant funds, property, and other assets.
   a. Source documentation for all transactions, controls and other significant events must be clear and readily available for examination. All documentation such as invoices, contracts, grant awards, etc., should be maintained at the Grantee’s principal place of business. Timelines for record retention are addressed in GIR 19-20.
   Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from NCS and may require a written amendment to the grant agreement.
3. Grantee must notify NCS immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach. (In this case, “immediately” means as soon as the Grantee becomes aware of such legal action or negative publicity.)
4. All instructions, requirements, rules and regulations for grants administered through NCS are applicable to subawards, mini-grants, contracts or other mechanisms passing on these funds. Although NCS or its designee will conduct reviews and/or audits of Grantee, it is the primarily responsibility of the Grantee to establish and carry out policies and procedures for monitoring.
5. Grantee must establish policies and procedures for procurement that comply with the guidelines and direction prescribed by NCS, either directly or through its Manager.
6. Decisions made by NCS must be based on the GIRS, grant agreements, approved budgets, and grant assurances. If a Grantee disagrees with a decision, the Grantee has the option to dispute the decision by taking the following steps.
   a. Request in writing that NCS either directly or through its Manager, provide the specific documentation upon which a decision is based.
b. If this does not resolve the disagreement, the Grantee may request in writing that NCS or it designees conduct a further review of the issues. Written response will be made within seven (7) working days.

c. NCS’ decision will be final and will not be open to further discussion or challenge.

7. All interactions between Grantee and NCS or its designee will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.
   a. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the grant.

8. Technical assistance within the capacity of NCS, either directly or through its Manager, will be provided to Grantees.
   At the request of the Grantee.

9. All Grantees that provide direct services to clients are required to submit organizational and service information to Nevada 2-1-1 and to update that information annually. Proof of submission and/or updates will be required as part of the Grantee’s second quarter progress report to NCS. (Instructions about how to submit updates will be provided before proof of update is due.)

GIR-19-7 SUBJECT: REQUEST FOR FUNDS INSTRUCTIONS

1. All Monthly Financial Status and Request for Funds Report must be submitted in the workbook provided by the 15th of the month for the previous month. There is a worksheet for each month; select the worksheet for the month the reimbursement is for. The workbook has been protected to ensure that formulas are not altered and to minimize the required input each month.

2. Contact Information
   a) Contact information has been entered and automatically carries forward, so it doesn’t have to be retyped. However, if you need to change the address, phone number or contact information, notify Manager.

3. Grant Reporting Information
   a) Grant information has been entered. Verify accuracy and that the right month/year is entered. Are you on the right tab?

4. Final Report: Indicate whether this is a final report for the grant by marking an "X" next to Yes or No.

5. Amended Report: Indicate whether this is an amended report for the period by marking an "X" next to Yes or No.

6. Prepared By: Enter the name of the preparer of the report even if they are not the person that signs the report.

7. Expenditures

8. Approved Budget: Approved Budget amounts will be pre-populated based on the proposal and scope of work. If this does not match current scope of work and/or budget, notify Manager.

9. Previously Reported Expenditures: Total expenditures for all previous reimbursement periods for each category. The field is formula-driven and will auto-populate the amount from previous reimbursements.

10. Current Period Expenditures: Enter the current month’s expenses for each of the budgeted categories based on approved scope of work. Please note that reimbursement may only be requested for expenditures within approved budget categories. Enter WHOLE dollar amounts.

11. Personnel: Required documentation includes activity-based timesheets
12. **Travel/Training**: Required documentation includes mileage logs, invoices, training description, registration, receipts and State Travel Reimbursement Form.
13. **Operating Supplies**: Includes communication, public information and supplies. This includes required purchase orders, invoices.
14. **Equipment**: Required documentation includes purchase orders, invoices, receipts.
15. **Contractual**: Required documentation includes activity-based timesheets.
16. **Other Expenses**: Required documentation includes purchase orders, invoices, receipts.
17. **Indirect Expenses**: Required documentation includes purchase orders, invoices, receipts.
18. **Current Request for advance funds**: Advance funds requires prior approval.
19. **Verification of amounts**: You must verify expenditure amounts match cash flow amounts.

**GIR-19-8 SUBJECT: COST SHARING OR MATCHING REQUIREMENTS**

Any match requirements will be discussed in the grant agreement, its attachments and/or other incorporated documents. Match may be cash contributions or in-kind. Proposed matches are checked during site reviews. Grantees must maintain documents substantiating any cost sharing or matching. All matches must directly benefit the program for which the funds are granted.

**GIR 19-9 SUBJECT: COST ALLOCATION**

Cost allocation means that if a Grantee incurs a cost for goods or services used by more than one program, the cost must be charged to all programs. Each program will be charged for the percentage of the cost of the goods or services used by each program. The method for determining that percentage is discussed below.

This requirement must be taken into consideration when a Grantee incurs a cost that benefits more than one cost objective (program). One example would be having one employee who works for two different programs. Another example would be a utility bill for a building used for two different programs, each with separate and distinct funding.

When there are multiple cost objectives, the Grantee must do the following.

1. Develop and document a reasonable methodology for determining how each applicable cost will be allocated to each cost objective (program) involved. This method must be designed to allocate to a program the portion of the cost that benefits the program. Examples of reasonable methodologies include, but are not limited to the following.
   a. The salary of a single person performing duties for multiple programs will be allocated based on the time the person spends on each program as documented by time studies or on timesheets indicating time actually spent on each program.
   b. Facility expenses for a building housing multiple programs will be allocated based on the number of square feet used by each program as documented by a building-use study or by determining a reasonable percentage of the space utilized by staff associated with the funded program.
   c. General office supplies should be allocated based upon the number of FTE working on each funding source and the same percentages used to allocate salaries to different
programs. For example, if a position is working 100% of the time for a specific grant, that
grant should be charged 100% of the per FTE charge for general office supplies. If a
position is allocated 25% to one grant and 75% to another grant, the per FTE charge for
general office supplies for that position should be split in the same 25% / 75% ratio. The
per FTE charge for general office supplies is the total amount spent on office supplies
divided by total FTEs.

Resources for more in-depth and authoritative guidance for cost allocation include the following.
Although the intent is to justify federal indirect rates, the principles may be useful for Grantees in
budgeting NCS grants.

- Code of Federal Regulations – 2 CFR 200
  http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5
- Sample Indirect Cost Proposal – Health and Human Services
  https://rates.psc.gov/fms/dca/np_exall2.html
- U.S. Department of the Interior – Indirect Cost Services for Non-Profits
  http://www.doi.gov/ibc/services/indirect_cost_services/nonprofit_orgs.cfm

2. Maintain documentation that supports the allocation of a cost to each program. NCS or
   its designee may ask to review this documentation before approving the project budget
   or Budget Modification Requests, during fiscal reviews, to support Requests for Funds,
   or at any other time deemed necessary to verify that allocations are reasonable and
   equitable.

Examples of this type of documentation include, but are not limited to the following.
(1) Time studies
(2) Vehicle use studies
(3) Building use studies

GIR-19-10  SUBJECT:  DIRECT AND INDIRECT COSTS

1. In addition to the explanation provided in these GIRS, NCS uses the same definitions,
   explanations, and principles for direct and indirect costs, as described in 2 CFR 200.412-
   415, to the extent they are applicable to NCS’ grants.
   a. NCS funded grants may request a maximum of 8% indirect on the direct
      expenses in the approved budget, unless otherwise approved by NCS, in
      writing.

2. Direct costs can be identified specifically with particular cost objectives such as a grant,
   contract, project, function or activity. Direct costs generally include, but are not limited to, the
   following:
   a. Salaries and wages including vacations, holidays, sick leave, and other excused
      absences of employees working specifically on objectives of a grant or contract (e.g.,
      direct labor costs)
   b. Other employee fringe benefits allocable to direct labor employees
   c. Consultant services contracted to accomplish specific grant/contract objectives
   d. Travel of employees that is directly related to the grant objectives
   e. Materials, supplies and equipment purchased directly for use on a specific grant or
      contract (such as telephones, cell phones, fax machines, and computers)
   f. Communications costs identifiable with a specific award or activity
   g. Rent or occupancy costs

[See GIR-19-9 for details on how to allocate costs across different funding streams.]

As illustrated by the list above, direct costs may be considered either “programmatic” or
“administrative” in nature. Administrative costs that can be traced directly back to the
program should be identified within the grant budget as a line item expense. For example, a Director of a non-profit who has completed a time study (i.e., has maintained a detailed record of the hours/minutes spent on his/her work tasks for a representative span of time) may be able to directly relate a certain percentage of time to a particular grant. This would be considered a direct administrative cost. Rent can be considered a direct cost but is normally allocated among all grants or projects managed by a Grantee.

3. Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. Indirect costs include, but are not limited to: Depreciation and use allowances, facility operation and maintenance, memberships and general administrative expenses such as management and or administration, accounting, payroll, legal and data processing expenses that cannot be traced directly back to the grant project.

In order to compensate Grantees for indirect costs associated with managing their grants, NCS allows Grantees to charge an indirect cost rate computed on total direct expenses. NCS has adopted a maximum of 8% for all grants, unless otherwise approved by NCS, in writing. Grantees may include an indirect charge of up to 8% of direct charges listed on Requests for Funds. This is separate from, and in addition to, administrative costs that can be traced directly to the program.

To be eligible for reimbursement of indirect costs, indirect rates must be included in a Grantee’s original, approved budget and the rate may not be renegotiated during the grant year (unless the indirect is a federally negotiated rate that increases or decreases during the grant year). Reimbursement may not exceed the agreed-upon rate. Grantees must calculate and request indirect based on the direct expenses listed in each Request for Funds. Quarterly or annual requests for reimbursement of indirect costs are not allowed.

GIR-19-11 SUBJECT: PROGRAM INCOME ACCOUNTING PROCEDURES

1. Program income is money received by the Grantee specifically for the project funded by this grant. Examples of program income include fees for service in accordance with a sliding fee scale or contributions for a particular event related to the grant-funded project.

2. At the beginning of each grant year, the anticipated program income must be reported on the Budget Summary page submitted to Manager along with the project budget and approved by NCS. Funds must be listed by budget category (e.g., Personnel, Communications, Travel).

3. Each program must maintain a system that assures donor confidentiality.

4. All participant contributions, fees or other income generated through the use of grant funds must be credited to the appropriate grant and used to support that grant. Program income may not be used to support other grant-funded programs or general operations.

5. The Grantee’s procedures must ensure full accountability for all program contributions and fees. The Grantee must clearly document the amount and source(s) of program income, and exactly how the money was used for the grant purpose. Income should be reconciled within the grant period.

GIR-19-12 SUBJECT: ALLOWABILITY AND ALLOCABILITY OF COSTS
For a cost to be allowable as a charge against grant funds, it must first be specifically included in the approved grant budget, must benefit (or be allocable) to the grant, and must be consistent with the goals and objectives of the grant. If a reimbursed cost is later disallowed, for example through a retrospective fiscal review, it must be repaid to NCS. Refer to GIR-13, below, for explanations about costs for which NCS has established special policies.

GIR-19-13 SUBJECT: ALLOWABILITY OF SPECIFIC COSTS

This section provides more detailed information about costs that NCS Grantees frequently wish to include in budgets and budget modifications. These policies shall be binding on Grantees for purposes of costs under an NCS grant, unless otherwise agreed to by NCS, in writing.

1. Meals and Food
   a. Meals for an employee are reimbursable only when the employee is in travel status and when the final destination is more than 50 miles from the employee’s work station. Reimbursement is subject to a determination by NCS or its designee that the amount is reasonable.
   b. Meals or refreshments served during meetings to employees, boards of directors, professional associations or members of the public are not allowable. This policy applies regardless of the purpose of the meeting.
   c. General host funds are not allowable.
   d. Meals, snacks or beverages provided to program participants are allowable provided that these expenses are included in the Grantee approved budget. For example, a program that offers parenting classes in the evening may be allowed to serve a casual supper to parents and children as an attendance incentive. An after-school or summer activity program for youth may be allowed to provide healthy snacks. A program that organizes or sponsors a professional conference may be allowed to provide a meal or snacks to registered participants. In any case, only food or beverages directly related to program activity is allowable. Grantee will be reimbursed only for eligible participants. This excludes guests, conference attendees who are not Nevada residents and Grantee employees.

2. Bottled water or distilled water delivered by a vendor for routine use is not allowable unless documentation is provided indicating that the domestic water available at the Grantee’s place of business is unsafe or that the water delivery system is inadequate. [The only exception is bottled water provided as a direct program supply, as described in GIR-19-11(2).]

3. Kitchen supplies (including, but not limited to, paper products, cleaning supplies, and beverage service) are not allowable unless they are direct program supplies.

4. Volunteer recognition is allowable (may include gifts, award banquets or a combination). The cost must be included in the Grantee’s approved budget and may not exceed $25 per volunteer per year. Program employees and members of boards or commissions are not covered under this provision.

6. Grantees that include audit costs in their budgets must allocate the expense equitably across all funding sources.

7. Late fees, NSF fees, credit card interest charges, and reconnect fees are not allowable.

8. Travel costs are allowable only if they provide direct benefit to the grant-funded project and are included in the Grantee’s approved budget. (See GIR-19-14 for details about travel reimbursement.)
9. Grantees are discouraged from contracting with State employees for work that pertains to the grant. Grantee shall ensure, to the extent possible, that any State employee complies with all State rules and regulations regarding outside employment.

10. Grant funds may not be used:
   a. To purchase real property (e.g., real estate, land, buildings);
   b. To make donations to organizations or individuals; or
   c. For employee/staff funds that typically cover expenses such as birthday gifts, holiday parties, retirement congratulations, and bereavement condolences.

11. Use of grant funds to pay out accrued leave and/or compensatory time upon an employee’s separation from service requires prior review and approval by NCS. Extended use of leave for illness, family illness or maternity is allowable, but Grantees are still responsible for meeting outcomes. When extended leave is taken by an employee whose salary is paid in full or in part with grant funds, the Grantee must submit a plan to Manager, on behalf of NCS, stating how the work will be accomplished in the employee’s absence.

GIR-19-14  SUBJECT: DISBURSEMENT OF FUNDS

1. All NCS grant programs may be eligible to receive grant payments in advance upon approval by NCS; however, reimbursement is the preferred method. Payment amounts are to be requested to meet actual cash needs of the project.

   - To be eligible to receive grant payments in advance, the grantee must have a written procedure that minimizes the time elapsing between the transfer and disbursement of grant funds by the grantee.
   - The advances to the grantee shall be limited to the minimum amount needed and be timed to be in accordance with the actual immediate cash requirements of the organization in carrying out the purpose of the approved program or project.
   - The request for grant payments may be quarterly, however, all payments will be calculated and made monthly (Quarterly request to include amounts for the 3 months in the quarter, each month is paid separately.)
   - If it is determined there is cash on-hand greater than a month’s amount, then the subsequent request for funds will be adjusted accordingly. For most grants that are funded for a twelve-month period and to assure that the program has sufficient funds to operate the entire grant award period, monthly requests for funds should average around 1/12 of the grant award amount.
   - If the grantee does not have a written procedure for minimizing the time elapsing between receiving grant funding and disbursement of funds, they may be placed on a reimbursement basis.
   - Grant funds are disbursed using the reimbursement method. Advance payments may be approved under certain circumstances.

2. Requests for Funds must be submitted on NCS’ approved reimbursement form and are required to be submitted within thirty (30) days after the end of each month. Deviation from the monthly reimbursement schedule may be possible but only with prior written approval from NCS, either directly or through its Manager.

4. Multiple Requests for Funds for the same grant award should not be submitted simultaneously since each must be processed chronologically. Any changes made to or errors corrected in a Request for Funds will necessitate revisions to subsequent Requests for Funds.

5. The Request for Funds form must be completed in full. Late submission, questionable costs, incomplete fields, missing documentation, or mathematical inaccuracies will result in a delay
of funds being issued. Correction of errors identified by the Grantor is NCS’ responsibility. Note that it is also the Grantee’s responsibility to ensure that their records are updated and/or revised to avoid inaccuracies on future Requests for Funds.

6. **With the exception of the final Request for Funds at the end of the grant year (see GIR 19-16), Grantees must not submit requests with a negative number in the Balance Remaining column for any budget category.**

7. For categorized budgets, documentation supporting the Request for Funds must be submitted along with the request in the form of a detailed transaction list, by budget expense category. The transaction list may be in the form of an Excel spreadsheet if the Grantee does not have an accounting software package that generates a transaction list. The detailed transaction list MUST reconcile completely to the Request for Funds. It is the Grantee’s responsibility to include appropriate subtotals and totals on the transaction list to demonstrate that it does, in fact, reconcile completely to the Request for Funds. The transaction list and supporting documents must be kept on file for review at the time of NCS' fiscal monitoring. The detailed transaction list must include, at a minimum:
   a. Every single item the NCS is asking to be reimbursed for by expense category
   b. Brief description of the expense (internal note: to be able identify that the expense is allowable, included in the budget, and charged to the correct budget category)
   c. Check number or other transaction identifier
   d. Date of payment
   e. Payee
   f. Total amount of payment
   g. Amount charged to grant with cost allocation

   The transaction list must be grouped by budget category and have totals that reconcile to the amounts shown on the RFF. RFFs will not be approved without a transaction list.

The following information must also be included on the transaction list or attached to the Request for Funds.

   1. Payroll Backup- Employees names and position that are being charged to the grant, % of time charged, and amount requested. If employees or positions change, Manager must be notified and it must be noted on the backup.
   2. Match must be attached using the Match Table Template.
   3. All backup for Travel to include the state approved travel claim form as required on the NCS travel claim form. Hotel, air and ground transportation including rental cars, motor pool, public transportation/taxis/shuttles, meals unless using the per diem rate. If travel is due to a meeting, convention, training, etc., required backup includes a copy of the agenda. Travel expenses consisting of local mileage only can be noted on the transaction list with name of traveler, date, miles and rate.
   4. Any purchases of Equipment must have a copy of the receipt attached.
   5. Any large purchases over $5000.00 such as gift cards, food, etc. purchased for distribution to clients require receipts to be attached.
   6. If the NCS received a rebate or credit associated with an expense charged to the grant, the amount must be included on the transaction list and deducted from the reimbursement request.

8. For fee-for-service budgets, documentation supporting the units of service provided during the reimbursement period does not need to be submitted along with the Request for Funds. However, documentation **does** need to be maintained for review during site visits and program monitoring by NCS and/or Manager. Specific documentation will depend on the kind of service provided and will be determined by NCS, either directly or through its Manager, prior to submission of the first Request for Funds. Grantees will be reimbursed on
9. In special circumstances, advances may be allowed.
   a. A fully executed Notice of Grant Award must be in place before an advance will be considered.
   b. A Grantee may submit a request for advance funds if the Grantee does not have sufficient working capital to operate the program on a reimbursement basis. Advances may be utilized to cover up 30 days of expenses that are part of the approved grant budget. Examples include routine operating expenses, payroll, and equipment purchases. **Advances will not be approved for the sole purpose of providing the Grantee with a financial cushion.**
   c. An NCS Advance Request form must be submitted indicating the reason for the advance along with Commercial Crime Insurance coverage that covers the amount of the advance.
   d. An advance will be paid upon approval of the completed request form.
   e. Grantees must establish and maintain policies and procedures that minimize the time elapsed between the transfer of advance funds and disbursement.
   f. The amount must be accounted for and reduced from the total and available funds on the following Requests for Funds. **Advances must be fully repaid on or before the final Request for Funds for the grant period.**
   g. NCS and/or Manager will closely monitor the use of the advance to ensure it is used solely for the purposes of the grant that funded the advance.
   h. **A specific condition of receiving an advance is the Grantee’s agreement to attach a copy of the most recent bank statement into which the advance was deposited to each subsequent Request for Funds. Advances may not be deposited in any bank account other than the Grantee’s main operating checking account.**
   i. Misappropriation of advance funds will result in denial of future advance requests and may result in immediate termination of the grant.

**GIR-19-15 SUBJECT: TRAVEL REIMBURSEMENT**

Grantees **must** follow these instructions in order to be reimbursed for allowable travel expenses that are allocable to the grant and are included in the Grantee’s approved budget.

1. Forms for travel reimbursement, and instructions for completing the forms, will be provided by NCS or Manager, upon request.

2. Reimbursement is allowed in accordance with the Grantee’s established policies or up to the U.S. General Services Administration (GSA) rate established for the employee’s destination, whichever is less. Information on GSA rates may be found on the GSA website: [https://www.gsa.gov/portal/category/26429](https://www.gsa.gov/portal/category/26429). NCS allows an exception to the GSA rates for lodging that is procured at a prearranged place such as a hotel when a meeting, conference or training session is held. The following rules apply.
   a. An exception may be made for all out-of-state travel and for in-state non-surveyed areas.
   b. There are **no** exceptions for in-state surveyed areas.

3. **Least Expensive Means**
   As a general rule, Grantees should always execute travel by the most economic means reasonably available. For example, the use of courtesy shuttles from airport to hotel is preferable to the expense of taxis.

4. Grant funds may not be used to cover fees for early flight check-in or excessive baggage.

5. **All expenses related to a single trip must be submitted on the same Request for Funds in order to avoid duplication of payment on different elements of the same trip. NCS may approve exceptions on a case-by-case basis.**
6. Trips That Include Expenses Beyond Local Mileage
   When billing for a trip that includes any expense other than local mileage reimbursement, NCS' Travel Expense Reimbursement Claim form (NCS) must be utilized to detail the specific trip.
   a. The following documents must be attached to the associated Request for Funds.
      (1) An agenda if the purpose of the trip was to attend a conference or meeting.
      (2) A printout of the GSA rate for the area visited (showing allowable hotel and per diem costs).
      (3) Receipts for parking, airfare, baggage fees, lodging, conference registration, internet access for business purposes, and car rental or other ground transportation (e.g., taxi or shuttle).
      (4) Note that the receipt for lodging reimbursement must include a hotel front desk receipt obtained at checkout. If a room is booked via a service such as Expedia or hotels.com, that receipt must also be attached. (Providing both the front desk receipt and the booking receipt verifies that the employee not only paid for the hotel but also made the trip and used the hotel room.)
      The amount charged to the grant must be limited to the lodging rate plus applicable taxes and fees, and must either be limited to the GSA rate for the destination or meet the exception criteria set forth in Item 2 of this Section. Personal expenses such as movies, internet access for personal use and charges to deliver meals via room service will not be reimbursed.
   b. Receipts are not required for incidental expenses (e.g., fees for luggage carts, metered parking, toll charges and tips). Reimbursement will be limited to the GSA approved amount per night. Incidentals are only paid for overnight trips ($5 per night).

7. Meals
   a. Meals will be reimbursed at the GSA rate for the employee’s destination (whether in-state or out-of-state). A printout of the GSA rate for the area visited must be attached to the Request for Funds.
   b. If a Grantee’s written travel policies require that the employee be reimbursed for actual costs, then meal receipts must be attached to the Request for Funds. NCS will reimburse the Grantee for the actual cost or the GSA rate, whichever is less. The Grantee may not submit a mix of GSA rate reimbursement and meal receipts. Only one reimbursement method will be accepted.
   c. To be allowed reimbursement, the employee must:
      (1) Travel to a destination that is at least 50 miles from his/her work station;
      (2) Depart at or before 7 a.m. for breakfast;
      (3) Depart at or before 11 a.m. and return to the work site after 1:30 p.m. for lunch, and
      (4) Depart at or before 5:30 p.m. and return to the work site after 7 p.m. for dinner.
      Note that departure and return are defined as the time that the employee left or returned to his/her work station or his/her home, whichever is closer to the final destination (or to the airport if flying).
   d. Meals provided as part of the meeting or conference agenda are not eligible for reimbursement, should not be claimed, and a note should be included indicating that the employee is not requesting reimbursement for that reason. Continental breakfasts are not considered meals so per diem for breakfast is allowed in such circumstances.

8. Local Mileage Reimbursement
   When submitting a request for local mileage reimbursement, Grantees do not have to submit a Travel Expense Reimbursement Claim form. However, on the transaction list, Grantees must include a breakout of the number of miles traveled and the reimbursement rate. Any travel that includes expenses beyond local mileage reimbursement must be submitted in accordance with GIR 19-13-6 above.

9. Mileage Reimbursement Standards
a. Mileage will be reimbursed at the current State rate or the rate in the Grantee’s written policies and procedures, whichever is less.
b. Mileage will not be paid for travel to/from the employee’s home and work station.
c. An employee using his own personal vehicle will be compensated for any miles driven in excess of their normal commute. An employee’s normal commute is the roundtrip mileage between the employer’s residence and their official duty station.
d. Special reimbursement rules apply when an employee chooses to use a personal vehicle for his/her own convenience when other, less costly options are available.
   (1) Reimbursement will be at half the regular rate if a personal car is used for Grantee business when an employee could have used a less costly means of transportation such as a company car or motor pool vehicle.
   (2) In the circumstance listed in Item 9(d)(1) above, if the employee could have flown to the destination at a cost that would have been less than half the regular mileage rate, reimbursement should be limited to the cost of the airfare.

GIR-19-16  SUBJECT:  BUDGET MODIFICATIONS

1. Changing line items within a budget category requires prior approval by NCS, which must be documented in writing (may be via e-mail). Approval must be received before expenses are incurred.
2. All transfers of funds between budget categories require an NCS Budget Modification Request (BMR) form and a copy of the updated budget. Proposed expenditures must be consistent with approved goals for the current grant agreement. Approved BMRs must be received by the Grantee prior to implementation of request.
3. The Indirect rate /category total may not be renegotiated or changed.
4. Requests for budget modifications must be made prior to expenditure of funds for non-budgeted items. Failure to request modifications in advance of expenditures may result in not receiving reimbursement for the expenditures, and/or corrective action.
5. Justification for modifications must be complete and include an explanation of why funding has become available in certain categories, why funding is needed in other categories, and how the changes will affect the Grantee’s ability to meet established goals. Simply stating that costs were over-estimated or under-estimated is insufficient justification.
6. If a BMR is initially declined, NCS, either directly or through its Manager, may direct the Grantee to make corrections or provide additional justification for reconsideration. All revisions are the responsibility of the Grantee and cannot be completed by NCS or Manager.

GIR-19-17  SUBJECT:  END OF GRANT YEAR INSTRUCTIONS

1. Each grant year, final Budget Modification Requests must be submitted by the last Friday of April. On rare occasions, and with reasonable justification, an extension may be allowed.
2. All goods and services received by the last day of the program’s grant year, but not yet paid, are to be treated as an accounts payable of that grant year.
3. Final Requests for Funds must be submitted to Manager for review 15 days after the end of the grant year (i.e., by July 15th).
4. On the final Request for Funds, NCS may approve a negative balance shown in one or more budget categories as long as the following conditions are met.
   a. There is no negative balance in the Indirect category.
   b. The total negative balance from all categories does not exceed $2,000.
   c. Total expenditures from all categories do not exceed the total grant budget.
d. The Grantee submits a detailed request/justification to Manager, on behalf of NCS, via e-mail prior to over-expending funds for the category (or categories) in question.
e. The budget variances do not constitute substantive changes to the original agreement or scope of work.
f. NCS pre-approves the request via e-mail.
g. Grantees that over-expend budget categories and then ask for approval may be denied.

**GIR-19-18 SUBJECT: PROCEDURES FOR PROCESSING CARRYOVER OF FUNDS**

a. Funds may not be carried over from one grant year to the next, unless otherwise approved in writing by NCS. Unless otherwise approved in writing, NCS grant funds not expended at the end of the grant year will not be eligible for payment.

**GIR-19-19 SUBJECT: EQUIPMENT AND INVENTORY REQUIREMENTS**

1. Grantees must establish a system of accounting for all equipment purchases of $5,000 or more and for computer purchases of any amount. The system must include, at a minimum, a listing of all equipment purchased with grant funds, the date purchased, the funding source, the cost, the serial number or other identifying number, the physical location, and disposition.

2. An ongoing inventory must be maintained for all items purchased with grant funds that meet all the following criteria.
   a. Has an anticipated useful life extending beyond one year
   b. Is not consumed in use
   c. Is not attached permanently as a non-movable fixture
   d. Had a purchase price of $5,000 or more or (as noted in GIR 19-19-1 above) or is a computer regardless of cost.

3. NCS, either directly or through its manager, may also request that Grantees inventory certain other items (e.g., furniture, GPS systems, computer-related devices, digital cameras and video equipment).

4. Grantees should conduct a physical inventory periodically (no less than annually) and compare it to the written records. If a Grantee has equipment or property purchased with grant funds they no longer use, a listing of the items must be sent to Manager, on behalf of NCS, for review and follow up.

5. Following termination of a grant issued by NCS, NCS may direct the Grantee to retain, transfer, or liquidate equipment and non-consumable materials purchased with grant funds. If equipment is liquidated, use of the proceeds must be approved by NCS.

**GIR-19-20 SUBJECT: SPECIAL REQUIREMENTS FOR GIFT CARDS, VOUCHERS, AND OTHER LIKE ITEMS**

1. Programs that use grant funds to purchase gift cards, gift certificates, bus passes, vouchers, and other like items for clients must establish internal controls in the form of written policies and procedures that, at a minimum:
   a. Ensure the security of the items; and
   b. Address appropriate distribution to clients.

2. Programs are required to use a log to inventory and track distribution and use of the cards, certificates, passes, vouchers, etc. (hereafter collectively referred to as “item”). A log
template is available from NCS or Manager, but the Grantee may create one of its own as long as it tracks the following information:

a. Source of each item (e.g., Wal-Mart, Safeway);
b. Individual serial number or other identifier of each item;
c. Denomination (value) of each item;
d. Date each item was purchased (if applicable);
e. Date issued to client;
f. Date item was documented in client’s case file;
g. Identification of client (name or confidential identifier);
h. Name of case manager;
i. Purpose of item or description of products or service to be purchased with item; and
j. In the case of gift cards, a checkmark to indicate whether a receipt was returned to the Grantee by the client.

3. The written policies and procedures, as well as the log, must be made available to NCSS or Manager upon request and may be reviewed during program site visits.

GIR-19-21 SUBJECT: RETENTION AND DISPOSAL OF PROJECT DOCUMENTS

1. Financial records, supporting documents, statistical records, and all other records pertinent to a grant agreement (whether in electronic or hard copy form) must be retained in accordance with agency guidelines or other applicable retention rules for a minimum of three years from the date of the submission of the final expenditures report. If no litigation, claims, or audits are pending that involve project records, Grantee staff may dispose of materials three or more years subsequent to the submission of the final expenditures or financial status reports. If any litigation, claim, or audit is started before the end of the three-year period, then all pertinent documents must be retained until all actions involving the records have been resolved.

2. During the three-year retention period or any extended period resulting from litigation, claims, or audits, NCS or its designee, shall have access to any pertinent books, documents, papers, or records of Grantees to review audits, examinations, excerpts, and transcripts.

GIR-19-22 SUBJECT: PROCEDURES FOR FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF EXTERNAL AUDITS

1. NCS or its designee may, at its discretion, conduct a fiscal monitoring of a Grantee at any time during or up to three years after the close of a grant year.

2. For scheduled fiscal monitoring, each Grantee will be notified in writing at least fifteen (15) working days prior to the visit. A letter will be sent indicating the types of documents that must be made available to the person conducting the fiscal monitoring prior to their visit and/or during their visit to the Grantee’s location.

3. If NCS or its designee attempt to perform a fiscal monitoring and discovers that adequate records do not exist, or the condition of the records is such that a fiscal monitoring cannot be completed, NCS will issue written notification that the Grantee:
   a. Will be placed on probation, and
   b. May be subject to withholding of any further funding from NCS until the deficiencies are corrected and the fiscal monitoring is completed.

4. Within thirty (30) calendar days following completion of the NCS fiscal monitoring, the Grantee will receive a preliminary report that specifies the findings of NCS or its designee, subsequent recommendations, and a deadline for responding to the preliminary report.
5. If the Grantee is in agreement with the preliminary report, it will be considered the final report.

6. If the Grantee is not in agreement, the Grantee must submit, within the timeframe specified in the preliminary report, a written response addressing any disagreement of adverse findings. Adverse findings are defined as follows.
   a. Lack of Adequate Records: NCS determines that either sufficient records do not exist or the records are not in a condition to allow NCS to perform a fiscal monitoring.
   b. Administrative Findings: Findings that represent weaknesses in the internal accounting and administrative controls but do not include questioned costs or costs recommended for disallowance.
   c. Questioned Costs: Costs charged to a grant that cannot be supported by documentation. With approved documentation, questioned costs may become allowable. Without documentation, they will become disallowed costs and repayment to NCS may be required.
   d. Costs Recommended for Disallowance: Costs that are not within the scope of the grant agreement and grant budget. Repayment to NCS may be required.

7. The Grantee must submit to NCS a listing of each point of disagreement and explanations for each disagreement. Within two weeks of receipt of the Grantee’s written response, NCS, either directly or through its Manager, will review and consider the points and justification of disagreement. If warranted, NCS will make corrections and/or adjustments to the report and issue an amended final report.

8. External Audit Requirements
   a. It is the policy of NCS that any Grantee required under federal regulations to complete an audit that meets the standards set forth in subpart F of 2 CFR 200 must provide Manager, on behalf of NCS, with a copy of the final audit report.
   b. All Grantees that conduct audits, for either Federal or business purposes, are required to submit a copy of the audit to the Grantor no less than thirty (30) days after the Grantee receives the auditor’s report. This is required even if the grant is closed.
   c. The Grantor, either directly or through Manager, will perform an administrative review of the audits to determine if there are any findings that may negatively affect NCS funds.
   d. If adverse findings are identified, the Grantor will issue a management decision letter that may:
      - Inquire about expected action (e.g., repayment of questioned costs or policy revision);
      - Request a corrective action plan;
      - Establish a timetable for resolution;
      - Require a fiscal review;
      - Suggest training or offer technical assistance; and/or
      - Inform the Grantee of their right to appeal (if any).

GIR-19-23 SUBJECT: PROCEDURES FOR PROGRAM SITE VISITS AND MONITORING

1. Site visits without advance notice may be performed at a Grantee location at any time.
2. Formal site visits with program monitoring will be conducted by NCS and/or Manager at a predetermined and mutually agreed upon time.
3. A minimum of fifteen (15) working days prior to the visit date, Grantee will be provided with a copy of the monitoring template to review and prepare for the meeting. Documentation requested in the monitoring template must be available at the meeting.
4. Site visits will be documented with a standard report provided to the Grantee within thirty (30) calendar days of the site visit. Grantee will be notified in writing if exceptions to the 30-day rule are necessary.

5. Reports become an official part of the grant record and may result in corrective action if deficiencies are identified.

GIR-19-24 SUBJECT: CORRECTIVE ACTIONS

If a Grantee does not meet expectations, NCS may require the Grantee to develop and implement a Corrective Action Plan, apply special award conditions, place the Grantee on probation, or terminate the grant. This section describes the reasons, consequences, and process associated with each corrective action. In each case, enforcement of the appropriate consequences is at the discretion of NCS. Any level of corrective action may be applied at any time; options may not be applied sequentially.

1. Corrective Action Plans
   a. Corrective Action Plans are generally required when deficiencies are identified as a result of program or fiscal monitoring. However, NCS reserves the right to impose this option under other circumstances if the need arises.
   b. The process for a Corrective Action Plan includes the following steps.
      (1) The Grantee must submit comments on areas of disagreement within fifteen (15) working days of receipt of the report.
      (2) Within thirty (30) working days of receipt of the report, the Grantee must submit a Corrective Action Plan.
      (3) The fifteen (15) day period and the thirty (30) day period set forth in Items 1b(1) and 1b(2) are concurrent rather than consecutive.
      (4) Within fifteen (15) working days of receipt of the Corrective Action Plan, NCS will respond and, if necessary, work with the Grantee on any required revisions.
      (5) A target date for completion will be established by NCS and progress will be monitored at established intervals.
      (6) Completion of the Corrective Action Plan will be documented in NCS’ grant file.
   c. Failure to complete the Corrective Action Plan may result in special award conditions, probation, or termination as described in this section.

2. Special Award Conditions
   a. Reasons a Grantee may be subject to special award conditions include, but are not limited to, the following.
      (1) History of poor performance or poor management
      (2) Financial instability
      (3) Management system that does not reasonably assure grant compliance and accurate accounting records
      (4) Insufficient governance structure
      (5) Non-compliance with the terms and conditions of a grant award
   b. Consequences related to special award conditions may include, but are not limited to, the following.
      (1) Additional reporting
      (2) Additional backup documentation
      (3) Audit
      (4) Accreditation requirement
      (5) Additional site visits by program and/or fiscal staff, with or without advance notice
   c. Special conditions and/or requirements may be imposed, as needed, at the beginning of the grant period or at any time within the grant period. If NCS determines that special
conditions and/or requirements are necessary, the Grantee will be provided with written notification that includes the following.
(1) Nature of the additional requirements
(2) Reason(s) for the additional requirements
(3) Nature of the corrective actions needed
(4) Time allowed for completing the corrective actions
d. The special conditions and/or requirements will remain in force until NCS determines that the precipitating issues have been resolved.
e. The consequence of failure to comply with special conditions and/or requirements is probation.

3. Probationary Status
a. Reasons a Grantee may be placed on probation include, but are not limited to, the following.
   (1) Unwillingness or inability to comply with special conditions and requirements as described in this section, GIR-19-23, Items 1, 2 or 3
   (2) Non-compliance with applicable Federal or State laws or regulations
   (3) Non-compliance with these GIRS
   (4) Inability or unwillingness to properly manage the program
   (5) Non-compliance with the approved grant agreement terms and conditions
   (6) Non-submission of required reporting or failure to submit reports in a timely manner
   (7) Significant findings by an independent auditor that affect the programs funded by NCS and/or classification as high-risk by an independent audit
   (8) Classification by NCS as high risk with no significant improvement to correct deficiencies
b. Consequences related to probationary status may include, but are not limited to, the following.
   (1) The Grantee may not be eligible for any additional funding.
   (2) The Grantee may not be allowed to receive any grant payments in advance but may be reimbursed on an actual cost basis.
c. The process for implementing probationary status and monitoring progress toward corrective action is as follows.
   (1) NCS will notify the Grantee of probationary status in writing, citing the reasons for that action, and will meet with the Grantee within ten (10) working days to determine the current status of the program with regard to budget, original goals or any other areas of concern.
   (2) Within ten (10) working days following the meeting, the Grantee will be required to submit new goals, budgets, or other corrective plans and a strategy for achieving those goals to NCS for approval.
   (3) NCS will respond to the corrective action plan within ten (10) working days of receipt. The Grantee may be asked to make modifications. If so, a timeline will be established by NCS.
   (4) Progress on the corrective action plan will be reviewed by NCS at a minimum of every sixty (60) calendar days.
   (5) When the corrective actions have been completed, NCS may remove the probationary status.
   (6) The consequence of failure to meet the terms of probation is termination of the grant.

4. Involuntary Termination
Grants may be terminated by NCS in accordance with the General Conditions that are incorporated with the Grant Agreement. A grant may be terminated at any time during the grant year.
a. Reasons a Grantee may be subject to termination include, but are not limited to, the following.
   (1) Unwillingness or inability to comply with special award conditions and requirements as described in this section, GIR-19-23, Item 1, 2 or 3
   (2) Unwillingness or inability to meet the terms of probation as described in this section, GIR-19-23, Item 4
   (3) Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services
   (4) Illegal activity of any kind
   (5) Insolvency
   (6) Failure to disclose a conflict of interest
   (7) Influence by a gratuity
   (8) Any violations of the terms of the grant agreement
   (9) Substantiated fraud, abuse, or misappropriation of grant funds

b. Consequences of termination may include, but are not limited to, the following.
   (1) Repayment to NCS of any outstanding advance
   (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date
   (3) Transfer or liquidation of all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of $1,000 or more, all computers and software regardless of original purchase price, and any other items NCS has required the Grantee to inventory during the course of the grant)
   (4) Surrender of any and all documents related to the grant that NCS deems necessary
   (5) Repayment to NCS of all grant funds found to be unallowable costs

c. NCS will notify the Grantee in writing of any grant termination under this Section. GIR-19-23, Item 5a.

5. **No-Fault Termination**

a. A no-fault termination may occur at any time during the grant year. Reasons a grant may be terminated on a no-fault basis include, but are not limited to, the following.
   (1) NCS and the Grantee mutually agree to termination without cause.
   (2) Other extenuating circumstances exist that render continuation by NCS or Grantee impossible.

b. Consequences of termination may include, but are not limited to, the following.
   (1) Repayment to NCS of any outstanding advance
   (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date
   (3) Transfer or liquidation of all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of $1,000 or more, all computers and software regardless of original purchase price, and any other items NCS has required the Grantee to inventory during the course of the grant)
   (4) Surrender of any and all documents related to the grant that NCS deems necessary

c. The process for implementing a no-fault termination is as follows.
   (1) NCS will notify the Grantee in writing.
   (2) Termination will be effective immediately upon receipt of the written notice (or any date specified therein).
SECTION F
ASSIGNMENT
**SECTION F**

**ASSIGNMENT**

Per Item #9 in the “Terms and Conditions” section on the second page of the Agreement between NCS and Grantee, entitled “Notice of Grant Award,” in the event NCS assigns the agreement to DHHS, the parties agree the amendments reflected in this Section F shall become effective concurrent with the assignment:

1. All references to “grant” shall be understood to mean “subaward” and all references to “grantee” shall be understood to mean “subrecipient.”

2. The following shall replace “NCS” in the “Source of Funds” field on the first page of the Agreement, entitled “Notice of Grant Award”:
   
   FHN

3. Items 2 through 4 shall replace existing Items 2 through 4 in the “Terms and Conditions” section on the second page of Agreement, entitled “Notice of Grant Award”:
   
   2. Expenditures must comply with any statutory guidelines, the OCPG Grant Instructions and Requirements, and the Nevada State Administrative Manual.

   3. Expenditures must be consistent with the approved Budget and Outreach Plan.

   4. Subrecipient must comply with the OCPG Grant Conditions and Assurances, and Grant Instructions and Requirements.

4. The following language shall be added as Item #5 under the “Grant Conditions” subsection of Section A – Assurances:

   The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. The following language shall be added as Item #6 under the “Grant Conditions” subsection of Section A – Assurances:

   - If subaward facilitates the development or distribution of written materials, identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada Department of Health & Human Services [and any specific Division within the Department, as applicable]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department or its Divisions.”

   - Any activities performed under this subaward shall acknowledge the funding was provided through the Nevada Department of Health & Human Services and any specific Division within the Department, as applicable.

   - The Subrecipient must notify and obtain written, prior authorization from the Department or any specific Division, if applicable, for any modification to allow the shifting of funds from one category to another.
• Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

• Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

6. The following language shall be added after “inclusive” to Item #6 under the “Grant Assurances” subsection of Section A – Assurances:

   and any relevant program-specific regulations.

7. The following language shall be added as Item #12 under the “Grant Assurances” subsection of Section A – Assurances:

   It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending $750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

   State of Nevada Office of Community Partnerships and Grants
   4126 Technology Way
   Carson City, NV 89706

   This copy of the final audit must be sent to the Division within nine (9) months of the close of the Subrecipient’s fiscal year. To acknowledge this requirement, Section F of this notice of subaward must be completed.

8. The following language shall be added as Item #13 under the “Grant Assurances” subsection of Section A – Assurances:

   Subrecipient certifies, by signing this notice of subaward, 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every Subrecipient receiving any payment in whole or in part from federal funds.

9. The following language shall be added as Item #14 under the “Grant Assurances” subsection of Section A – Assurances:

   Subrecipient agrees to comply with the requirements of the Title XII Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
10. Section E – Grant Instructions & Requirements shall be replaced by DHHS’ Grant Instructions & Requirements document in effect at the time of assignment.

11. The documents attached hereto below shall be added as Section G – Audit Information Request and Section H – Current or Former State Employee Disclaimer.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
15.a

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

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

ATTACHMENTS
- Cash Report 7-15-21
- Claims Report 7-1-21 to 7-15-21
### LYON COUNTY

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### SUMMARY

- Lyon County: 77,050,090.39
- Trust & Agency: 11,507,080.69

### BANK ACCOUNTS AND PETTY CASH

- Wells Fargo Bank Checking: 37,483,869.15
- Local Government Investment Pool: 51,033,262.37
- Inmate Trust: 1,000.00
- Fernley Swimming Pool Imprest: 300.00
- Dayton Utilities Imprest: 500.00
- Silver Springs GID Imprest: 500.00
- Petty Cash: 8,558.00

**TOTAL**: 88,527,989.52
## Claims Report

### Lyon County

### Bills and Payroll

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### Trust and Agency

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<td>Lyon County Bond</td>
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<td>Coroner Estate Proceeds</td>
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<td>County Trust Property</td>
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<td>Social Security Payee Program</td>
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<td>Central Lyon County Fire Protection District</td>
<td>74</td>
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<tr>
<td>Carson Water Sub-Conservancy District</td>
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<td>Dayton Valley Ground Water</td>
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</tr>
<tr>
<td>Smith Valley Artesia</td>
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<tr>
<td>Mason Valley Artesia</td>
<td></td>
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<tr>
<td>Churchill Valley Ground Water</td>
<td></td>
</tr>
<tr>
<td>Truckee Carson Irrigation District</td>
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<tr>
<td>Fernley Ground Water</td>
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<td>Lyon County School District</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>1,459,678.91</td>
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### Summary

<table>
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<th>Bill</th>
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</thead>
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<td>Lyon County</td>
<td>2,123,375.74</td>
</tr>
<tr>
<td>Trust &amp; Agency</td>
<td>1,459,678.91</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,583,054.65</td>
</tr>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number: 15.b

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation: Approval Recommended

ATTACHMENTS
  • Travel Report 7-1-21 to 7-15-21
## LYON COUNTY TRAVEL REPORT
### July 1-15, 2021

<table>
<thead>
<tr>
<th>Department / Name</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peter Whitten</td>
<td>Advanced SRO Richland, WA 07/18-07/22/2021 -Registration</td>
<td>395.00</td>
</tr>
<tr>
<td>Donna Cupp</td>
<td>Spillman Conference Orlando, FL 10/10-10/15/2021 -Registration</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Commissioners</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wes Henderson</td>
<td>NACO Annual Conference Washington, DC 07/08-07/13/2021 -Registration, Flight</td>
<td>1,113.40</td>
</tr>
<tr>
<td>Library</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ramona Campbell</td>
<td>Coverage for Dayton 06/01-06/05 &amp; 06/08 &amp; 06/11/2021 -Mileage</td>
<td>305.76</td>
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<tr>
<td>District Attorney</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steve Rye</td>
<td>DA Conference Elko, NV 06/23-06/24/2021 -Lodging</td>
<td>218.88</td>
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<tr>
<td>Juvenile Probation</td>
<td></td>
<td></td>
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<td>Chris Gentine</td>
<td>ASP Training Las Vegas, NV 06/24-06/26/2021 -Lodging, Parking</td>
<td>109.36</td>
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<td>Amber Valencia</td>
<td>Peer Support Training Las Vegas, NV 06/14-06/17/2021 -Lodging</td>
<td>483.08</td>
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<td></td>
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<td>3,625.48</td>
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Total: 3,625.48
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
15.c

Subject:
For Possible Action: Appoint Commissioner Dave Hockaday to the Nevada Secure Rural Schools Resource Advisory Committee of the Humboldt-Toiyabe National Forest

Summary:
Commissioner Hockaday's district includes the Humboldt-Toiyabe National Forest. District 5 has served as the County representative for the RAC in the past

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
15.d

Subject:

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Jail Inspection Report of June 2021
## DETENTION FACILITY INSPECTION REPORT

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Lyon County Jail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>911 Harvey Way</td>
</tr>
<tr>
<td>Jail Administrator</td>
<td>Captain Clanton</td>
</tr>
<tr>
<td>Sheriff / Chief</td>
<td>Sheriff Hunewill</td>
</tr>
<tr>
<td>Inspection Date</td>
<td>6/16/21</td>
</tr>
<tr>
<td>Inspected By</td>
<td>Lyon County Commissioner Dave Hockaday</td>
</tr>
<tr>
<td>Year Built</td>
<td>2012</td>
</tr>
</tbody>
</table>

| Maximum Designed Jail Capacity | 265                                  |
| Current Jail Capacity          | 184                                  |
| Average Daily Jail Capacity    | 80                                   |

### FACILITY MANAGEMENT

**Does the facility have a jail operations policy and procedure manual?**

1. Is the jail operations manual reviewed and updated at least annually? **[x] Yes  [ ] No**
2. Have the jail operations manual been reviewed by the jail's legal counsel? (e.g. DA) **[x] Yes  [ ] No**
3. Does the jail operations manual contain the following policy and procedures?
   a. Medical intake **[x] Yes  [ ] No**
   b. Suicide prevention **[x] Yes  [ ] No**
   c. Mental illness **[x] Yes  [ ] No**
   d. Strip search **[ ] Yes  [x] No**
4. Is jail operation manual distributed to all staff? **[ ] Yes  [x] No**
5. Is regular training conducted on policy and procedures? **[ ] Yes  [x] No**

**Staffing levels:**

1. Adequate personnel to provide 24 hour supervision covering all posts? **[ ] Yes  [x] No**

**Arrestee intake & screening procedures:**

1. Are intake officers trained to recognize suicidal tendencies, mentally ill, developmentally disabled, or emotionally disturbed arrestee? **[x] Yes  [ ] No**
2. Are intake officers trained on medical screening for medical services? **[x] Yes  [ ] No**
3. Are intake officers trained to identify substance abusers, drunks and addicts? **[x] Yes  [ ] No**
4. Are intake officers trained on use of force & restraints? **[x] Yes  [ ] No**
5. Are intake officers trained on searches and strip searches?
   a. Does policy require the documentation or all strip searches, including documentation of justification? **[x] Yes  [ ] No**
6. Is all training adequately documented? **[x] Yes  [ ] No**

### COMMENTS

Only 3 supervisors on jail staff, not enough for 24/7 supervision.
### JAIL SECURITY

1. Are detainees searched prior to exiting and entering the jail?  
   - Yes ☒  No ☐
2. Does the facility have and use audio/video system 24 hours/day?  
   - Yes ☒  No ☐
3. Are all locks, doors, bars, windows, and other security equipment frequently inspected?  
   - Yes ☒  No ☐
4. Are all unoccupied cells and rooms kept locked at all times?  
   - Yes ☒  No ☐
5. Is a master population record maintained?  
   - Yes ☒  No ☐
6. Are there policy and procedures to check for contraband in the jail environment?  
   - Yes ☒  No ☐
7. Are eating utensils accounted for after each meal?  
   - Yes ☒  No ☐
8. Is a physical head count made and recorded?  
   - Yes ☒  No ☐
9. Are keys not in use stored in a secure key locker?  
   - Yes ☒  No ☐
   - a. Is a record of all keys inventoried and issued maintained?  
     - Yes ☒  No ☐
   - b. Is there an extra set of emergency keys accessible to designated jail staff?  
     - Yes ☒  No ☐
10. Are weapons prohibited in the secure section of the jail?  
    - Yes ☒  No ☐
    - a. Are weapons secured outside of the security area?  
      - Yes ☒  No ☐
    - b. Are reserve firearms, ammunition, chemical agents, etc. stored in a secure area?  
      - Yes ☒  No ☐

### COMMENTS


### SAFETY

1. Does the facility have an automatic fire alarm and smoke detection system?  
   - Yes ☒  No ☐
2. Are extinguishers readily accessible to staff but not detainees?  
   - Yes ☒  No ☐
3. Are extinguishers examined at least once a year and tagged with dates of inspection?  
   - Yes ☒  No ☐
4. Are all jail personnel familiar with the operation of all types of extinguishers in the jail?  
   - Yes ☒  No ☐
5. Does the jail have a posted fire plan and evacuation procedures?  
   - Yes ☒  No ☐
6. Are fire drills and evacuation drills held quarterly and the records of such maintained?  
   - Yes ☒  No ☐
7. Is smoking prohibited or confined to special areas?  
   - Yes ☒  No ☐
8. Are noncombustible containers provided for smoking materials and other combustible refuse?  
   - Yes ☒  No ☐
9. Are all emergency exits known to jail personnel and exit keys immediately available?  
   - Yes ☒  No ☐
10. Are there two exits from each housing area or cell block?  
    - Yes ☒  No ☐
    - a. Are all means of egress kept clean and open?  
      - Yes ☒  No ☐
11. Does the facility have emergency lighting, power and communications capabilities?  
    - Yes ☒  No ☐
12. Is there a written plan for release and security of inmates from locked areas in emergencies?  
    - Yes ☒  No ☐

### COMMENTS

Limited outdoor security area to safely relocate all inmates. Not enough manpower to maintain security of all inmates while they are outside the jail.  
F Pod has one door welded shut.
## DETENTION FACILITY INSPECTION REPORT

### MEDICAL

1. Are medical, dental and mental health services available?  
   - Yes ☑  No ☐

2. Are professional medical, dental or mental health services secured through agreements with local and regional providers or independent contracts?  
   - Yes ☑  No ☐

3. Is jail staff prohibited from recommending or furnishing advice concerning medical, dental and mental health clinical judgments?  
   - Yes ☑  No ☐

4. Do all inmates, without exception, have access to 24-hour emergency medical care?  
   - Yes ☑  No ☐

5. Are medical services trainings provided for all staff through a qualified health authority?  
   - Yes ☑  No ☐

6. Does medical services training include:
   - Recognition of signs and symptoms?  
     - Yes ☑  No ☐
   - First Aid and Cardio-pulmonary resuscitation (CPR)?  
     - Yes ☑  No ☐
   - Methods of obtaining assistance?  
     - Yes ☑  No ☐
   - Transfer to appropriate medical facilities?  
     - Yes ☑  No ☐

### HEALTH AND SANITATION

1. Do staff and other appropriate personnel conduct and document timely sanitation inspections?  
   - Yes ☑  No ☐

2. Does the facility have adequate water supply?  
   - Yes ☑  No ☐

3. Is drinking water accessible to all inmates?  
   - Yes ☑  No ☐

4. Are plumbing fixtures (i.e., toilets, sinks, etc.) clean, sanitary, and properly maintained?  
   - Yes ☑  No ☐

5. Are all floors, walls, ceilings, windows, door, etc. of the structure properly maintained, clean and free from offensive odors?  
   - Yes ☑  No ☐

6. Is there a preventative maintenance program established?  
   - Yes ☑  No ☐

7. Are all containers, storage areas, and surrounding premises clean and free of vermin?  
   - Yes ☑  No ☐

8. Are there written policies and procedures for adequate disposal of liquid and solid wastes, such as chemicals, greases, oils, etc.?  
   - Yes ☑  No ☐

9. Are cleaning supplies/facilities clean, well vented, and appropriately stored?  
   - Yes ☑  No ☐

10. Are facility garbage, trash, and rubbish collected and removed regularly?  
    - Yes ☑  No ☐

11. Does the facility have adequate heating and cooling?  
    - Yes ☑  No ☐

12. Is mechanical ventilation or cooling systems clean and properly maintained?  
    - Yes ☑  No ☐

13. Where laundry facilities are provided:
   - Is there adequate laundry equipment to insure ample quantities of clean clothing, bed linens, and towels?  
     - Yes ☑  No ☐
   - Is the laundry well maintained and clean, with exterior ventilation for dryers?  
     - Yes ☑  No ☐

14. Are beds, bedding and clothing in good repair, clean, and properly stored?  
    - Yes ☑  No ☐

### COMMENTS

- 3 -
## FOOD SERVICES

1. Are there policy and procedures covering safe food handling?  
   - Yes  
   - No

2. Are meals of sufficient nutritional value?  
   - Yes  
   - No

3. Are meals served at reasonable intervals?  
   - Yes  
   - No

4. Are there policy and procedures covering special dietary needs?  
   - Yes  
   - No

5. Are ranges, stoves, and ovens equipped with accurate thermostats or temperature gauges?  
   - Yes  
   - No

6. Are refrigerators and freezers equipped with accurate thermometers?  
   - Yes  
   - No

## INMATE RIGHTS

1. Are inmates provided with written rules and regulations concerning conduct and behavior?  
   - Yes  
   - No
   a. Does facility administrator acknowledge inmates rights to basic medical care?  
      - Yes  
      - No
   b. Does management recognizes inmate’s rights of protection from personal abuse, injury and disease?  
      - Yes  
      - No
   c. Does the facility have a program to provide regular exercise for inmates?  
      - Yes  
      - No
   d. Do reading materials include applicable law library made available to inmates?  
      - Yes  
      - No
   e. Do inmates have formal means by which to voice complaints and grievances?  
      - Yes  
      - No

2. Are rules and regulations provided in English and Spanish?  
   - Yes  
   - No

3. Does the facility administrator review inmate’s grievances?  
   - Yes  
   - No

## COMMENTS
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
15.e

Subject:
For Possible Action: Adopt Resolution joining with the District Attorney to refer a case to the Nevada Attorney General for investigation and/or prosecution because of an actual or perceived conflict of interest in the District Attorney's Office.

Summary:
A close relative of an employee in the District Attorney's Office was arrested by the Yerington Police Department. The District Attorney is requesting that the BOCC adopt a resolution joining in the request for the Nevada Attorney General to handle the investigation and/or prosecution in this case because of an actual or perceived conflict of interest if the District Attorney's Office handles the case. This is the process outlined in NRS 228.130. This process was changed by the Nevada Legislature during the 2021 session but the Attorney General's Office is not using the new process until October 1, 2021.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Resolution requesting assistance of the Attorney General

ATTACHMENTS
- NRS 228.130
- Transfer Case to AG Resolution - 21YE-0385
NRS 228.130 District attorney may request assistance from Attorney General in criminal prosecutions; appointment of special prosecutor under certain circumstances; compensation.

1. In all criminal cases where, in the judgment of the district attorney, the personal presence of the Attorney General or the presence of a deputy attorney general or special investigator is required in cases mentioned in subsection 2, before making a request upon the Attorney General for such assistance the district attorney must first present his or her reasons for making the request to the board of county commissioners of his or her county and have the board adopt a resolution joining in the request to the Attorney General.

2. In all criminal cases where assistance is requested from the Attorney General’s Office, as described in subsection 1, in the presentation of criminal cases before a committing magistrate, grand jury, or district court, the board of county commissioners of the county making such request shall, upon the presentation to the board of a duly verified claim setting forth the expenses incurred, pay from the general funds of the county the actual and necessary traveling expenses of the Attorney General or his or her deputy attorney general or his or her special investigator from Carson City, Nevada, to the place where such proceedings are held and return therefrom, and also pay the amount of money actually expended by such person for board and lodging from the date such person leaves until the date he or she returns to Carson City.

3. This section must not be construed as directing or requiring the Attorney General to appear in any proceedings mentioned in subsection 2, but in acting upon any such request the Attorney General may exercise his or her discretion, and his or her judgment in such matters is final.

4. In addition to any payment of expenses pursuant to subsection 2, the Attorney General may charge for the costs of providing assistance in the prosecution of a category A or B felony pursuant to this section. Such costs must be agreed upon by the Attorney General and the district attorney for the county for which the Attorney General provides assistance.

5. If the Attorney General:
   (a) Is requested, pursuant to subsection 1, to provide assistance to a district attorney in the presentation of a criminal case before a committing magistrate, grand jury or district court; and
   (b) Determines at any time before trial that it is impracticable or uneconomical or could constitute a conflict of interest for the Attorney General or a deputy attorney general to provide such assistance,

   the Attorney General may, with the concurrence of the board of county commissioners and the district attorney, appoint a special prosecutor to present the criminal case.

6. Except as otherwise provided in subsection 7, compensation for a special prosecutor appointed pursuant to subsection 5 must be fixed by the Attorney General, subject to the approval of the State Board of Examiners.

7. For the prosecution of a category A or B felony, compensation and other terms and conditions must be agreed upon by the Attorney General and the district attorney of the county for which the special prosecutor is appointed to provide assistance.

RESOLUTION NO. 21-________

RESOLUTION OF THE BOARD OF LYON COUNTY COMMISSIONERS
REQUESTING ASSISTANCE FROM THE NEVADA ATTORNEY GENERAL

Whereas, the Lyon County District Attorney has informed the Lyon County Commission that he has been presented an Arrest Report/Declaration of Probable Cause (Yerington Police Department Case No. 21YE-0385) where the suspect in the case is a relative of an employee in the District Attorney’s Office within the first degree of consanguinity;

Whereas, the Nevada Rules of Professional Conduct for lawyers provide that a lawyer shall not represent a client if such representation involves a conflict of interest;

Whereas, the Lyon County District Attorney has informed the Lyon County Commission that the prosecution of this case by the Lyon County District Attorney’s Office has created an actual or perceived conflict of interest because a close relative of an employee in the District Attorney’s Office is the suspect in the case;

Whereas, NRS 228.130 provides that a request for assistance by the Lyon County District Attorney’s Office in a criminal prosecution from the Nevada Attorney General’s Office requires the concurrence of the Lyon County Commission in the request.

NOW, THEREFORE BE IT RESOLVED that the Lyon County Board of Commissioners join with the Lyon County District Attorney to request the Nevada Attorney General to assume the investigation and prosecution of the above case for the reasons stated herein.

BE IT FURTHER RESOLVED that upon presentation to the Lyon County of a duly verified claim setting forth the expenses incurred, Lyon County agrees to pay from the general fund of Lyon County, the actual and necessary traveling expenses of the Attorney General or his deputy or his special investigator from Carson City, Nevada, to the place where such proceedings are held and return therefrom, and to also pay the amount of money actually expended by such person for board and lodging from the date such person leaves until the date he returns to Carson City.
PASSED, ADOPTED and APPROVED this 5th day of August, 2021, by the following vote of the Lyon County Board of Commissioners.

AYES: ____________________________________________________

NAYS: ___________________________________________________

ABSENT: __________________________________________________

ABSTENTIONS: _____________________________________________

LYON COUNTY BOARD OF COMMISSIONERS

By: Vida Keller
Title: Chair

Attest:

__________________________
Clerk of the Board
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
15.f

Subject:
For Possible Action: Approve the Pig Fest 2021 Outdoor Festival Permit to be held at the Dayton Rodeo Grounds, 500 Schaad Ln. Dayton NV 89403. Estimated 400-500 people September 17th from 6pm-11pm & 18th from 12am-11pm.

Summary:
There will be 15 bands. Security will be on site as well as port a potties and hand washing stations. A dumpster will be delivered and a clean up crew will be on site Sept. 19th to leave the facility as clean as it was previously. The County is providing a fresh water truck.

Financial Department Comments:
There will be rental income of $400 per day to Lyon County for this two day event.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the Pig Fest 2021 Outdoor Festival Permit to be held at the Dayton Rodeo Grounds, 500 Schaad Ln. Dayton NV 89403. Estimated 400-500 people September 17th from 6pm-11pm & 18th from 12am-11pm.

ATTACHMENTS
- Outdoor Festival Application
LYON COUNTY OUTDOOR FESTIVAL APPLICATION
RETURN TO: LYON COUNTY CLERK AND TREASURER, 27 S. MAIN STREET, YERINGTON, NV 89447
Phone: (775) 463-6501 FAX (775) 463-5305

The Applicant is a:
☒ Individual ☐ Corporation ☐ Association ☐ Partnership ☐ Limited Liability Company ☐ Other

Corporate/Entity Name __________________________ Telephone __________________________ Federal Tax ID #  
Corporate/Entity Address __________________________ State of Incorporation or Formation __________________________
Nevada name (DBA) __________________________ Business telephone __________________________ Fax __________________________
Email address __________________________ Assessor’s parcel # __________________________
Mailing address __________________________
Location of Lyon County operation __________________________ Telephone # __________________________

List responsible person, i.e Manager, Officer, etc. This person should be an authorized representative who can make decisions regarding the event.

Last, First, M. __________________________________________ Title __________________________ Tel. (775) 280-2400
Contact Address (street, city, state, zip): 525 Yellowjacket Rd. Dayton, NV 89403

Last, First, M. __________________________________________ Title __________________________ Tel. (775) 443-5484
Contact Address (street, city, state, zip): 525 Yellowjacket Rd. Dayton, NV 89403

Statement of the kind, character or type of festival: Music & Arts

The address or legal description of the location of the festival: 500 Schaad Way, Dayton, NV 89403
(The applicant must provide proof of ownership or a statement signed by the owner of the premises indicating consent that the site may be used for the proposed festival.)

The date or dates and the hours during which the festival is conducted: 09/17/2021, 09/18/2021

An estimate of the number of customers, spectators, participants and other persons expected to attend the festival for each day it is conducted: Estimated 400 to 500 people

Describe the applicant’s plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, venice parking space, venice access and on-site traffic control, provision for cleanup of the premises and removal of rubbish. LCC 5.07.04, NRS 244.3543 (Attach additional sheets if necessary.

We will have a security team on site at all times. We will have porta potties and hand washing on site for the event. We will also have a dumpster and a trash can. We will have a clean up crew on the 19th of September to ensure the facility is clean as we leave.

I CERTIFY AND DECLARE THAT THE INFORMATION PROVIDED IS TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. $100 Per Day License Fee Upon Issuance of Permit. I further declare that I have received a copy of LCC Title 5, Chapter 7, and NRS 244.354-244.3548.

**Signatures must be that of a responsible party. If a general partnership or joint venture, more than one signature is required. Legal signatures include: sole proprietor/owner, corporate officer and managing member.**

☐ COUNTY HEALTH OFFICER APPROVED () DENIED () __________________________

☐ COUNTY ENGINEER APPROVED () DENIED () __________________________

☐ SHERIFF APPROVED () DENIED () __________________________

Print name and title: Jason D. Selleski Date 7-2-2021
Print name and title: Genoveva K. Selleski Date 7-8-2021

Signature

Signature

Signature
Pig Fest 2021  September 17th & 18th
Dayton Rodeo Grounds

- Main Entrance
- Parking
- Restrooms
- Dumpsters
- Stage
- Cargo Area
- Camping Area
Lyon County Lease Agreement

Dayton Valley Events Center

This agreement made and entered into this 21 day of June 2021, between the County of Lyon, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY”, by and through the Dayton Valley Events Center Board, hereinafter referred to as “DVEC”, and

Jason Seleski

NAME
525 yellow jacket rd
ADDRESS
Dayton, Nv 89403
CITY, STATE, ZIP
775-230-2400
PHONE

Hereinafter referred to as “LESSEE”, for the use of the Dayton Valley Events Center for the time and purpose stated herein.

WITNESSETH:

WHEREAS, the term “CHAIRMAN” will throughout this agreement refer to the Chairman of the Dayton Valley Events Center Board; and

WHEREAS, the COUNTY grants to LESSEE, permission to use the herein named portions of the Dayton Valley Events Center for the period and purpose as set forth below.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

1. That the description of the property leased is as per attached Exhibit “A”, and hereinafter referred to as “FACILITY”.

2. That the purpose for which COUNTY is leasing to LESSEE is for _______ out door event

2-3. ____________________
3.4. That LESSEE may use the FACILITY for its event from September 17, 2021 through September 18, 2021.

4.5. That the leased portions of the Dayton Valley Events Center will be available for setup at the hour of __________ on the ________ day of __________. Take down and clean up must be completed by the hour of __________ on __________ the ________ day of __________ to avoid additional charges for clean up.

5.6. That LESSEE agrees to pay to COUNTY the sum of $400 a day representing a minimum rent amount, or 10% of the gross gate receipts, whichever is greater. This amount is due three weeks before scheduled event.

The above fee shall be paid according to the following schedule:
A. That the deposit sum of $50.00 is due and payable upon COUNTY ratification of this agreement. **This amount is nonrefundable if the event is cancelled less than 60 days before the scheduled event.*** *(Fee must be paid when event is booked)*
B. A refundable Five Hundred dollar ($500.00) Cleaning/Damage Deposit will be due and payable at time of ratification of this agreement. Deposit will be refunded as long as the facility is left clean and undamaged.
C. Rental fees are due three weeks before the scheduled event.
D. That the final settlement shall occur within twenty-four hours after scheduled clean up is to occur. Final settlement will include the unpaid balance and any additional charges that may accrue under this agreement. Final settlement will occur between LESSEE and the designated representative of DVEC Board.
E. That LESSEE agrees to pay COUNTY for any actual cost incurred by COUNTY including, but not limited to, equipment, personnel costs, cleaning fees and repair costs which are incurred due to the use by LESSEE of the aforementioned property.
F. That the sum of $35.00 will be assessed for all returned checks. A returned check must be replaced immediately with either cash or money order.
G. That the sum of $35.00 will be assessed for any lost keys that were delivered to LESSEE.
H. That the sum of $10.00 per day may be assessed for late payments.
I. See attachments.

6.7. That insurance shall be required for this event. LESSEE agrees to provide a public liability insurance policy in which both LYON COUNTY and LESSEE are named as co-insured prior to the **August 25, 2021**. This policy shall contain minimum policy limits of $1.5 million for injuries, including death, sustained by one person; and **1.5 million** for property damage.

7.8. The LESSEE agrees to take out all licenses and permits for use of the leased space as required by federal, state or local laws or ordinances and provide evidence of such to DVEC Board.
8.9. That LESSEE and his agents or employees will comply with all laws, ordinances and regulations established by federal, state or local government agencies or bodies, and by all facility rules and regulations as provided by DVEC Board.

9.10. That LESSEE will indemnify and hold harmless COUNTY and DVEC Board for any loss or damage to LESSEE’s property or property of any third party on the property during the time covered by this agreement.

40.11. That COUNTY reserves the right to eject or cause to be ejected from the premises an objectionable person or persons; and neither COUNTY nor any of its officers, agents or employees shall be liable to LESSEE for any damages that may be sustained by LESSEE through the exercise by COUNTY of this right.

44.12. That LESSEE will be responsible for the provision of adequate security for the safety of its invitees and their property. LESSEE shall also be responsible to protect other LESSEE’s and FACILITY users from the actions of its invitees and to keep its invitees within the area designated under this agreement. Uniformed security will be provided by

*****In addition to necessary non-sworn uniformed security, lessee will be responsible to provide uniformed Sheriff’s Deputies at all events at which alcoholic beverages are served. Sheriff’s Deputies will be required during the event and for a minimum of one hour following the event. A minimum of two Sheriff’s Deputies will be required for each event, up to a maximum of three hundred (300) expected guests. The number of required Sheriff’s Deputies may be increased by the Lyon County Sheriff or his designee. The lessee is responsible for making arrangements for Sheriff’s Deputies, through the Lyon County Sheriff or his designee. The lessee will contact the Lyon County Sheriff’s Office (246-6200) for the employment of Sheriff’s Deputies; will make payment to the Lyon County Sheriff’s Office, in advance of the signing of this agreement; and will provide confirmation of aforementioned personnel to the Dayton Valley Events Center Board prior to the signing of this agreement. Cost of employing Sheriff’s Deputies will be based on an average of current wages, at an overtime rate, plus minimal costs associated with the use of Sheriff’s Office vehicles, dispatch services, and other related expenses. Or hire a security firm.

42.13. That LESSEE shall designate an agent located within the COUNTY to receive all notices or legal papers. That agent’s name address and telephone number is

43.14. That this agreement shall consist of this document and attachments.

44.15. That the rights under this agreement may not be assigned nor the duties delegated thereunder by LESSEE or COUNTY without written consent by the other party.

45.16. All paperwork needs to be turned in, and fees must be paid at least two weeks before event.
Important Notes:

** No hot shots or electric prods allowed.
** If livestock come in the night before they must be watered and fed.
** Must arrange to have the brand inspector there before your event starts.
** No Horse Tripping—It is unlawful for any person to intentionally trip or fell any equine animal by the legs or by any means whatsoever for the purpose of entertainment or sport.
** It is unlawful for any owner, operator or agent of any rodeo or event of any type to use any live animal as or for a target or in any cruel or unusual manner.

I agree to abide by all of the above conditions

__________________________
jason seleski

__________________________
SIGNATURE OF LESSEE

__________________________
DATE

Approved and accepted by the Dayton Valley Events Center Board acting through its duly authorized chairman, this ________________ day of ____________________.

Lyon County Facilities: Buildings & Grounds

ATTEST:

__________________________
By: Lyon County Buildings & Grounds

__________________________
eleski

Lessee
DVEC
Fee Chart

A. Fees are as follows

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena</td>
<td>$200.00 for up to 6 hours ( \times 2 ) $(400)</td>
</tr>
<tr>
<td>Grounds only (fees charged)</td>
<td>$200.00 a day ( \times 2 ) $(400)</td>
</tr>
<tr>
<td>(Non-profits)</td>
<td>$100.00 a day</td>
</tr>
<tr>
<td>Employee &amp; water truck extra</td>
<td>$50.00 a day ( n/a )</td>
</tr>
<tr>
<td>(done the work day before free)</td>
<td></td>
</tr>
<tr>
<td>Arena Dragged</td>
<td>$50.00 a day ( n/a )</td>
</tr>
<tr>
<td>Concession Stand</td>
<td></td>
</tr>
</tbody>
</table>

Non-refundable Deposit to hold event date $50.00 \( \checkmark \) \$(50) 
(Deposit is refundable only if event is cancelled more than 60 days before event)

Cleaning / Damage Deposit \( \text{(Refundable)} \)
$500.00 \( \checkmark \) \$(500)

Key deposit for restrooms / Concession ea. $35.00 \( ? \) 
(Refundable when key returned)

*****$1,000,000 ($1,500,000 if selling alcohol) insurance policy for property and personal liability naming Lyon County as additional insured

**For large events applicant will need to bring in portable toilets, our restrooms can’t handle a lot of use**
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
15.g

Subject:
For Possible Action: Approve budgets for Churchill, Dayton, Fernley, Mason Valley and Smith Valley groundwater basins.

Summary:
The State Engineer sets budgets for each groundwater basin and we collect the amounts for each parcel on the tax bills.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
approve as presented

ATTACHMENTS
  • 2022 State Engineer groundwater basins letter
August 5, 2021

Adam Sullivan, P.E., Acting 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 various Groundwater Basins within Lyon County for Fiscal Year July 1, 2021, to June 30, 2022, in the amount of Two Hundred Seventy Eight Thousand Two Hundred Fifty Two Dollars and Twenty Nine Cents ($278,252.29), has been received by LYON COUNTY in accordance with the provisions of NRS § 534.040.

The budget was acted upon by the COUNTY COMMISSIONERS OF LYON COUNTY on the ___5th___ day of ___August ___, 2021, and the amount contained therein was certified to the ASSESSOR OF LYON COUNTY.

Fernley Groundwater Basin (076) $18,972.38
Churchill Groundwater Basin (102) $12,472.00
Dayton Groundwater Basin (103) $19,995.92
Smith Valley Groundwater Basin (107) $64,279.69
Mason Valley Groundwater Basin (108) $162,532.30

$278,252.29

Respectfully submitted,

Nikki Bryan
Lyon County Clerk/Treasurer
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
16.a

Subject:
For Possible Action – Lyon County Community Development Department – 2020 Lyon County Comprehensive Master Plan update – Discussion and possible action regarding adoption of the 2020 update of Lyon County Comprehensive Master Plan.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
•  Presentation
2020
MASTER PLAN UPDATE
PROJECT SCOPE

1. Public Outreach
2. Preparation of Draft Master Plan
3. Public Review of Draft Master Plan
4. Preparation of Final Draft Master Plan

Plan Approval
PUBLIC OUTREACH

- 4 public workshops (December 2019 – February 2020)

- Public survey available (December 2019 – December 2020), posted on Lyon County’s website and Facebook page.

- Draft Master Plan posted August 2020; survey available from August – December 2020

- Virtual Town Hall Mound House/Silver City- Oct. 2020

- Virtual Town Hall Mason Valley/Smith Valley- Oct. 2020

- Virtual Town Hall Silver Springs/Stagecoach- Oct. 2020

- Virtual Town Hall Dayton- Nov. 2020

- Planning Commission Meetings
  - November 17, 2020
  - December 8, 2020
  - January 12, 2021
  - February 9, 2021
  - February 17, 2021
  - June 9, 2021
  - July 13, 2021

- 418 survey responses and 37 comment cards received to date
GOALS

- Updated the goals and policies to reflect changes in the area since the last update in 2010, including the Highway 50 corridor, growth in Dayton, Pumpkin Hollow, and general changes.
- Incorporated Master Plan Amendments and Specific Plans adopted since 2010.
- Removed 2010 Goals and Policies that were achieved.

IMPLEMENTATION

- Provided a clear outline to guide future growth in Lyon County through Implementation.

Title 15 Consistency

- Ensured consistency with the Title 15 Land Use and Development Code with consistent Land Use designations, tables, and policies.
- Removed policies in the Master Plan that were achieved with Title 15 adoption.

User-Friendly & Consistent

- Reformatted and consolidated chapters to create a user-friendly document.
- Refreshed all Land Use, Character District and Transportation maps.
- Modified maps to be consistent with Master Plan policies and existing uses.
- Provided new photos throughout the document.

Focus on Communities

- Focused on the identity of each community with updated Community Descriptions, reflecting the community’s identity and values and integrating relevant Goals and Policies.
- Incorporated feedback from public participation.

Guide Future Growth

- Provided a clear outline to guide future growth in Lyon County through Implementation.
Combined and eliminated redundant chapters to create a more user-friendly document.

**2010 CHAPTERS**

- Introduction
- Vision and Guiding Principals
- Land Use, Economy and Growth
- Transportation
- Community Character and Design
- Natural Resources and Environment
- Parks, Recreation and Open Space
- Public Facilities and Services
- Regional Coordination
- Communities and Planning
- Implementation

**2020 MASTER PLAN UPDATE CHAPTERS**

- Introduction
- Communities
- Land Use
- Transportation
- Natural Resources and Environment
- Parks, Recreation and Open Space
- Public Facilities and Services
- Regional Coordination and Implementation
USER-FRIENDLY FORMATTING CHANGES

- Added aerial images
- Updated the color scheme so land uses are easier to differentiate
- Made the land use color transparent so the underlying land is visible
- Added a clear community boundary
- Removed land uses outside of the community boundary
LAND USE MAPS

Dayton
LAND USE MAPS

User-Friendly & Consistent

Mason Valley
LAND USE MAPS
LAND USE MAPS

Silver City
LAND USE MAPS

User-Friendly & Consistent
LAND USE MAPS
TRANSPORTATION MAPS

North

Central

South
Example- AIRPORT INFLUENCE AREA MAP

Dayton Airpark
Focus on Communities

- Chapters focus on communities
- Updated community descriptions
- Relevant community Goals and Policies
- Updated Community Land Use Maps
- Updated Character District Maps
- New photos of each community
PUBLIC REVIEW

Maintained a List of All Comments
- Virtual Town Halls (4)
- Planning Commission Meetings (7)
- Survey

Addressed and Provided Responses to Comments
- +/-100 comments related to the Master Plan.

Provided a PDF of all Survey Comments
- Provided all comments received through two separate surveys.

Identified Significant Comments (scope and number)
- List of Parks facilities.
- Review mining policies.
- Incorporate Historical Goals.
- Desire to focus on rural character of communities.
- Ten Mile Hill Land Use designations.
- Clarification of Transfer of Development Rights (TDRs) policies.
**NEXT STEPS**

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<table>
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<td><strong>2</strong></td>
<td><strong>3</strong></td>
<td><strong>4</strong></td>
</tr>
<tr>
<td><strong>December-June</strong>&lt;br&gt;MP Evaluation, Public Outreach &amp; Workshops</td>
<td><strong>July</strong>&lt;br&gt;Provide Draft Master Plan</td>
<td><strong>August-November</strong>&lt;br&gt;Public Review of Draft Master Plan</td>
<td><strong>November</strong>&lt;br&gt;Preparation of Final Draft Master Plan</td>
</tr>
</tbody>
</table>

- Planning Commission recommendation
- Board of County Commissioners review
Q & A
Chair Keller and Members of the
Lyon County Board of Commissioners
27 South Main Street
Yerington, NV 89447

August 5, 2021

RE: 2020 Lyon County Comprehensive Master Plan Update Former Silver Springs Conservation Camp

The purpose of this letter is to outline the Nevada Division of State Lands’ comments on the 2020 Lyon County Comprehensive Master Plan update. The State of Nevada owns the land associated with the former Silver Springs Conservation Camp located at 4950 Shirlee Avenue on APN 015-202-01 in Silver Springs. For many years the Silver Springs Conservation Camp was operated on this property until its closure in 2008, due to State budget cuts.

The Nevada Department of Corrections, Nevada Division of Forestry, and State of Nevada no longer have use for this property. The State of Nevada intends to dispose of this property. Prior to the disposal of the former Silver Springs Conservation Camp property, the State plans to remove the existing infrastructure and clean up the site.

This property has a current master plan land use designation of Public/Quasi-Public and zoning designation of RR-3T (Third Rural Residential – 5 acres minimum w/ manufactured home overlay). The surrounding properties to the North, West and East of the former Silver Springs Conservation Camp property are proposed to be designated as Rural Residential under the comprehensive master plan update. Many of these surrounding properties contain existing large lot single family residential homes along with vacant properties.

With the future disposal of this property, the Division feels that a Rural Residential land use on this site would be a more compatible land use in this area than the proposed Public/Quasi-Public land use. Additionally, given the property’s existing RR-3T zoning, the Division feels that a Rural Residential land use would be more compatible to the surrounding properties in this area and its future use than the proposed Public/Quasi-Public land use.

The Division of State Lands would like to respectfully request that the land use designation on APN 015-202-01 be changed from Public/Quasi-Public to Rural Residential under the 2020 Lyon County Comprehensive Master Plan update. Below is a map showing the location of the former Silver Springs Conservation Camp property and the proposed land uses identified in the draft plan.
Thank You for the opportunity to provide comments on the 2020 Lyon County Comprehensive Master Plan update and considering our request to change to the land use designation on the former Silver Springs Conservation Camp property to Rural Residential.

The Division looks forward to continuing to work with Lyon County in the future to achieve the goals and polices of the Lyon County Comprehensive Master Plan. If you have any questions or would like to discuss the Division’s comments further please feel free to contact me at 775-684-2723 or scarey@lands.nv.gov.

Thank You,

Scott Carey, AICP
State Lands Planner
Nevada Division of State Lands
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
16.b

Subject:
For Possible Action – Lyon County Community Development Department - Review, proposal and Discussion regarding an amendment to Title 15 – An Ordinance Amending Lyon County Code Title 15, Chapter 312 Section 6, NR (Neighborhood Residential 4,500 square foot minimum) and NR-H Neighborhood Residential 4,500 square foot minimum) limiting the instances where the NR zoning and the NR land use and development standards are allowed.

Summary:
See attached memorandum

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Staff Memo
- Draft Ordinance Title 15 Land Use & Development Code Amendments NR Zoning
MEMORANDUM

TO: Lyon County Board of Commissioners
FROM: Rob Pyzel, Senior Planner
SUBJECT: For Possible Action: Review and Discussion revisions to Lyon County Code Title 15, Chapters 15.312.06 – Neighborhood Residential – 4,500 square foot minimum and NR –H Neighborhood Residential 4,500 square foot – Historic); to limit the use of single family residential lots of less than 9,000 sq. ft to specific circumstances.
DATE: August 5, 2021

Background:

On November 1, 2018 the Board of County Commissioners adopted Title 15, a comprehensive land use and development code that had been in development for four and one-half years with four different editors.

On September 19, 2019 the Board of Commissioners adopted numerous minor amendments to Title 15 in order to correct and clarify several items and issues that had become apparent to staff in the time since adoption of Title 15 in November 2018.

In continuing to work with the adopted land use and development code and the public, staff anticipates that minor amendments would need to be brought forward in order to correct and clarify items and issues that had become apparent as staff continued to work with the adopted land use and development regulations.

In addition, on January 4, 2021 County Commissioner Keller requested a reoccurring agenda item be placed on the Board of Commissioners’ agendas to give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto on their regularly scheduled meetings.

At their July 13, 2021 meeting, the Planning Commission voted 4-1 to recommend denial of the code amendment (Hendrix – nay; Allan - absent; Keating - abstained).

Overview:

On January 4, 2021, the Board of Commissioners requested that staff prepare a code amendment that restricted the minimum lot size standards for detached single family residential developments to not less than nine thousand square feet (9,000 sq. ft.).

On February 8, 2021, the Board of Commissioners held a workshop to discuss and take public comments on Title 15, the 2010 Comprehensive Master Plan, the 2020 Comprehensive Master Plan update and the operations of the Community Development Department to provide the County Manager with direction to amend or sustain the current language or practices.

On May 6, 2021, the Board of Commissioners adopted a resolution (Resolution 21-09) directing staff to bring forth language to amend Title 15 to reduce the usage of NR (Neighborhood Residential – 4,500 square foot minimum lot size) and NR-H (Neighborhood Residential-Historic – 4,500 square foot minimum lot size).

In essence, Resolution 21-09 restricts the use of the NR and NR-H zoning and land use and development standards in Chapter 15.312.06 to the following:
- Existing and new development within the Silver City community boundary for parcels less than 9,000 square feet in size;
- Existing and new development in that portion of Dayton located within the Comstock Historic District for parcels less than 9,000 square feet in size;
- Property within the unincorporated area of Lyon County already having an NR-1 zoning designation (which would utilize the NR land use and development standards per the Exhibit A - Zoning Consistency Matrix adopted with Title 15 by the Board of Commissioners on November 18, 2018);
- Those parcels zoned NR (Neighborhood Residential - 4,500 square foot minimum) as of May 7, 2021;
- As a template for small lot subdivision development standards within a new Planned Unit Development application.
- Property within the unincorporated area of Lyon County which has a vested development right for residential lots smaller than 9,000 square feet, such as an approved specific plan.

Within the proposed zoning text amendment, staff proposes to add a new section B that lists the limitations enumerated above within the development standards in Chapter 15.312.06 (B)

If you have any questions, please contact me either by telephone at (775) 463-6592; X-2473 or by e-mail at rpyzel@lyon-county.org.

Thank you.
SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15 – LAND USE AND DEVELOPMENT CODE; CHAPTER 15.312.06 NEIGHBORHOOD RESIDENTIAL, 4,500 SQ. FT. MINIMUM (NR) AND NEIGHBORHOOD RESIDENTIAL – HISTORIC (NR-H); TO LIMIT THE USE OF SINGLE FAMILY RESIDENTIAL LOTS OF LESS THAN 9,000 SQ. FT TO SPECIFIC CIRCUMSTANCES.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, THE LYON COUNTY LAND USE AND DEVELOPMENT CODE; CHAPTER 15.312.06 NEIGHBORHOOD RESIDENTIAL, 4,500 SQ. FT. MINIMUM (NR) AND NEIGHBORHOOD RESIDENTIAL - HISTORIC (NR-H); TO LIMIT THE USE OF SINGLE FAMILY RESIDENTIAL LOTS OF LESS THAN 9,000 SQ. FT. TO CERTAIN SPECIFIC CIRCUMSTANCES AND PROVIDING FOR THE SEVERABILITY, CONSTITUTIONALITY AND EFFECTIVE DATE THEREOF; AND OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

Section 1. The Lyon County Land Use and Development Code, Title 15, Chapter 15.312.06 is hereby amended to add a new section limiting the use of the NR and NR-H zoning district and its associated land use and development standards as follows:

15.312.06: NEIGHBORHOOD RESIDENTIAL, 4,500 SQ. FT. MINIMUM (NR) AND NEIGHBORHOOD RESIDENTIAL - HISTORIC (NR-H):

A. Purpose: This zone is intended for the development of a variety of single-family attached and detached units in a traditional town or commercial mixed-use setting with a minimum lot size of four thousand five hundred (4,500) square feet and a maximum density of 9.68 units per gross acre. Unless otherwise specified in this title, no more than one primary residence per parcel is permitted in this zoning district. The NR Zone implements the suburban residential land use designation of the Master Plan in Suburban Character Districts.

B. Limitations: The minimum lots size in Neighborhood Residential is 9,000 square foot minimum, unless one or more of the following conditions is met:

1. Existing and new development within the Silver City community boundary for parcels less than 9,000 square feet in size;
2. Existing and new development in that portion of Dayton located within the Comstock Historic District for parcels less than 9,000 square feet in size;
3. Property within the unincorporated area of Lyon County already having an NR-1 zoning designation (which would utilize the NR land use and development standards per the Exhibit A - Zoning Consistency Matrix adopted with Title 15 by the Board of Commissioners on November 18, 2018);
4. Those parcels zoned NR (Neighborhood Residential - 4,500 square foot minimum) as of May 7, 2021;
5. As a template for small lot subdivision development standards within a new Planned Unit Development application.
6. Property within the unincorporated area of Lyon County which has a vested development right for residential lots smaller than 9,000 square feet, such as an approved specific plan.

Building Placement Requirements:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>Variable with a minimum of 20 feet to garage/10 feet to house&lt;sup&gt;HD1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Side street</td>
<td>20 feet to garage. May be reduced to 10 feet provided no driveway or garage access is permitted in the street side yard&lt;sup&gt;HD1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Rear</td>
<td>10 feet subject to the limitations listed below for alley loaded housing development&lt;sup&gt;HD1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Side</td>
<td>5 feet&lt;sup&gt;HD1&lt;/sup&gt;</td>
</tr>
</tbody>
</table>

<sup>HD1</sup> - In Historic Districts new construction on existing, legal non-conforming lots shall maintain a minimum five foot (5') setback from the foundation/stem wall to all property lines. Existing and/or historic structures from the date of this title enactment shall be allowed to use the existing distances from building walls to the property lines, so long as they are not encroaching on a neighboring property or right-of-way.

C. Building Form Requirements:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building height (see subsection 15.330.03E of this title)</td>
<td>35 feet</td>
</tr>
<tr>
<td>Floor area ratio</td>
<td>n/a</td>
</tr>
</tbody>
</table>

D. Parking Requirements: See chapter 401, "Off-Street Parking And Loading", of this title.

E. Minimum Lot Requirements:

<table>
<thead>
<tr>
<th>Lot Size</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot size</td>
<td>Variable with a minimum lot size of 4,500 square feet (net)</td>
</tr>
<tr>
<td>Lot street frontage width</td>
<td>30 feet&lt;sup&gt;HD2&lt;/sup&gt;</td>
</tr>
<tr>
<td>Minimum lot width</td>
<td>40 feet/50 feet for corner lots&lt;sup&gt;HD2&lt;/sup&gt;</td>
</tr>
<tr>
<td>Average lot depth</td>
<td>n/a</td>
</tr>
</tbody>
</table>

<sup>HD2</sup> - In Historic Districts, lots that are less than the lot street frontage width and average lot width shall not be considered non-conforming so long as they were legally established prior to the enactment of this title.

F. Miscellaneous Requirements:

1. Duplex development in conformance with the provisions of chapter 342 of this title is permitted subject to the following:
   a. Minimum lot size shall be no less than eight thousand (8,000) square feet.
2. Townhouse development in conformance to the provisions of chapter 345 of this title is permitted subject to the following:
   a. No fewer than three (3) units per structure shall be permitted per development site.
3. Zero lot-line housing development in conformance to the provisions of chapter 346 of this title is permitted.

4. Alley loaded housing development in conformance to the provisions of chapter 347 of this title is permitted subject to the following:
   a. A garage may be constructed on the rear property line, provided the garage covers no more than forty percent (40%) of the rear lot width.
   b. Residential structures shall be constructed within the setbacks established for this zoning district.

Section 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

Section 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

THIS RESOLUTION was proposed on the __ day of ________, 2021 by the following County Commissioner(s): ______________.

THIS RESOLUTION has been PASSED, ADOPTED and APPROVED this ___ day of ________, 2020 by the following vote of the Board of County Commissioners, Lyon County:

AYES: __________________________
NAYS: __________________________
ABSENT: __________________________
ABSTENTIONS: __________________________

Board of County Commissioners
Lyon County

By: Chairman

Attest:

____________________________
Clerk of the Board
July 28, 2021

Vida Keller, Chairman
Lyon County Board of County Commissioners
27 South Main Street
Yerington, NV 89447

RE: Lyon County Board of County Commissioners Meeting August 5, 2021 Agenda Item 16.a, 16.b, 16.c, 16.d

Dear Ms. Keller:

On behalf of the Board of Directors and member companies of the Nevada Builders Alliance I am writing to request that you support and uphold the decisions of the Lyon County Planning Commission at its meeting of July 13 relative to Agenda items 8.b, 8.c, 8.d and 8.e.

Specific to item 8.c, housing is already facing severe inflationary pressure due to labor, materials and limited available land. To consider reducing potential density in the interest of preserving rural character is a tremendous waste of resources and infrastructure. As noted in the attached studies from Urban Land Institute and American Planning Association the justification cited by yourself, and others is pure inuendo and rhetoric.

The economic impact of such policies will eliminate viable housing options for our community’s at-risk population, which is a discriminatory cause of action. As years of home sales in Lyon County have shown, lot sizes below 9000 square feet are not only highly desirable, but they provide affordable opportunities for our most critical community members to seek attainable housing options. Increasing the minimum lot size and ultimately reducing density does nothing more than create maintenance nightmares for property owners, inflate infrastructure maintenance/replacement expenses for the jurisdictions and drive-up housing costs for the most vulnerable in our communities.

Knowing Lyon County’s desire for economic development and diversification, this policy reduces access to attainable workforce housing which highly disincentivizes opportunities for future industry and thus the potential economic benefit.

Thank you for consideration of our concerns and we look forward to thoughtful conversation on the potential and needs of Lyon County moving forward.

Sincerely,

Aaron West, CEO
Higher-Density Development

MYTH AND FACT
About NMHC—the National Multi Housing Council

NMHC is a national association representing the interests of the nation’s larger and most prominent apartment firms. NMHC advocates on behalf of rental housing, conducts apartment-related research, encourages the exchange of strategic business information, and promotes the desirability of apartment living. One-third of Americans rent their housing, and 15 percent of all U.S. households live in an apartment home.

Doug Bibby, President

About Sierra Club

The Sierra Club’s members are 700,000 of your friends and neighbors. Inspired by nature, we work together to protect our communities and the planet. The Club is America’s oldest, largest, and most influential grass-roots environmental organization.

Larry Fahn, President

About AIA—the American Institute of Architects

Since 1857, the AIA has represented the professional interests of America’s architects. As AIA members, more than 75,000 licensed architects, emerging professionals, and allied partners express their commitment to excellence in design and livability in our nation’s buildings and communities. Members adhere to a code of ethics and professional conduct that assures the client, the public, and colleagues of an AIA-member architect’s dedication to the highest standards in professional practice.

Douglas L. Steidl, President

About ULI—the Urban Land Institute

ULI—the Urban Land Institute is a nonprofit educational and research institute supported by its members. Its mission is to provide responsible leadership in the use of land to enhance the total environment. ULI sponsors educational programs and forums to encourage an open exchange of ideas and sharing of experiences; initiates research that anticipates emerging land use trends and issues and proposes creative solutions based on that research; provides advisory services; and publishes a wide variety of materials to disseminate information on land use and development. Established in 1936, the Institute has more than 24,000 members and associates from more than 80 countries representing the entire spectrum of the land use and development disciplines.

Richard M. Rosan, President
ULI Review Committee

Elinor R. Bacon
President
ER Bacon Development, LLC
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As this country continues to grow and change, communities are left to figure out where all these new people will live, work, and shop. New markets are emerging for real estate that offers a more convenient lifestyle than is offered by many low-density sprawling communities. New compact developments with a mix of uses and housing types throughout the country are being embraced as a popular alternative to sprawl. At the core of the success of these developments is density, which is the key to making these communities walkable and vibrant.

Unfortunately, in too many communities higher-density mixed-use development is difficult to construct because of zoning and building codes that favor low-density development with segregated uses and because of opposition from the community. This publication looks at several myths surrounding higher-density development and attempts to dispel them with facts to help dismantle the many barriers such developments face.

ULI is proud to have partnered with NMHC—the National Multi Housing Council, Sierra Club, and AIA—the American Institute of Architects on this publication. This convergence of interests highlights the importance each organization has placed on finding a new development pattern that better fits the needs of a growing and changing country.

ULI will continue to provide forums in which all stakeholders can explore and debate issues about growth and development patterns and how properly designed and incorporated density can be used to accommodate new growth. ULI will conduct research, produce well-balanced information, and identify best practices on issues relevant to growth and density. Through these efforts, ULI and its partners hope to play a role in planning a better development pattern for the future.

Harry H. Frampton III
Chair
America’s changing population is creating demand for new types of homes, offices, and retail outlets. Better solutions are needed to the challenges created by changing demographics, dwindling natural areas, smog and public health issues, shrinking municipal budgets, and traffic congestion. Communities that answer these challenges will develop into great places to live.

America will add roughly 43 million new residents—that’s 2.7 million new residents per year—between now and 2020. America is not only growing but also undergoing dramatic demographic changes. The traditional two-parent household with children is now less than a quarter of the population and getting proportionally smaller. Single-parent households, single-person households, empty nesters, and couples without children make up the new majority of American households, and they have quite different real estate needs. These groups are more likely to choose higher-density housing in mixed-density communities that offer vibrant neighborhoods over single-family houses far from the community core.

The fact is that continuing the sprawling, low-density haphazard development pattern of the past 40 years is unsustainable, financially and otherwise. It will exacerbate many of the problems sprawl has already created—dwindling natural areas and working farms, increasingly longer commutes, debilitating traffic congestion, and harmful smog and water pollution. Local officials now realize that paying for basic infrastructure—roadways and schools, libraries, fire, police, and sewer services—spread over large and sprawling distances is inefficient and expensive.

Most public leaders want to create vibrant, economically strong communities where citizens can enjoy a high quality of life in a fiscally and environmentally responsible manner, but many are not sure how to achieve it. Planning for growth is a comprehensive and complicated process that requires leaders to employ a variety of tools to balance diverse community interests. Arguably, no tool is more important than increasing the density of existing and new communities, which includes support for infill development, the rehabilitation and reuse of existing structures, and denser new development. Indeed, well-designed and well-integrated higher-density development makes successful planning for growth possible.

Density refers not only to high-rise buildings. The definition of density depends on the context in which it is used. In this publication, higher density simply means new residential and commercial development at a density that is higher than what is typically found in the existing community. Thus, in a sprawling area with single-family detached houses on one-acre lots, single-family houses on one-fourth or one-eighth acre are considered higher density. In more densely populated areas with single-family houses on small lots, townhouses and apartments are considered higher-density development. For many suburban communities, the popular mixed-use town centers being developed around the country are considered higher-density development.
Most land use professionals and community leaders now agree that creating communities with a mix of densities, housing types, and uses could be the antidote to sprawl when implemented regionally. And across the country, the general public is becoming more informed and engaged in making the tough land use choices that need to be made while understanding the consequences of continuing to grow as we have in the past. Many have also come to appreciate the “place-making” benefits of density and the relationship between higher-density development and land preservation. Media coverage of the topic of growth and development has also evolved. Past media coverage of growth and development issues was often limited to the heated conflicts between developers and community residents. Many in the media are now presenting more thoughtful and balanced coverage, and several editorial boards support higher-density developments in their communities as an antidote to regional sprawl.

Yet despite the growing awareness of the complexity of the issue and growing support for higher-density development as an answer to sprawl, many still have questions and fears related to higher-density development. How will it change the neighborhood? Will it make traffic worse? What will happen to property values? And what about crime? Ample evidence—documented throughout this publication—suggests that well-designed higher-density development, properly integrated into an existing community, can become a significant community asset that adds to the quality of life and property values for existing residents while addressing the needs of a growing and changing population.

Many people’s perception of higher-density development does not mesh with the reality. Studies show that when surveyed about higher-density development, those interviewed hold a negative view. But when shown images of higher-density versus lower-density development, people often change their perceptions and prefer higher density. In a recent study by the National Association of Realtors® and Smart Growth America, six in ten prospective homebuyers, when asked to choose between two communities, chose the neighborhood that offered a shorter commute, sidewalks, and amenities like shops, restaurants, libraries, schools, and public transportation within walking distance. They preferred this option over the one with longer commutes and larger lots but limited options for walking. The 2001 American Housing Survey further reveals that respondents cited proximity to work more often than unit type as the leading factor in housing choice. Such contradictions point to widespread misconceptions about the nature of higher-density development and sprawl. Several of these misconceptions are so prevalent as to be considered myths.

To some degree, these myths are the result of memories people have of the very-high-density urban public housing projects of the 1960s and 1970s that have been subsequently deemed a failure. Somehow, the concept of density became associated with the negative imagery and social problems of depressed urban areas. The reality
is that complex interrelated factors such as the high concentration of poverty and poor educational and employment opportunities combined to doom the public housing projects. Even very-high-density housing can be practical, safe, and desirable. For example, the mixed-income apartments and condominiums or luxury high rises in New York and Chicago—some of the safest and most expensive housing in the country—prove that density does not equal an unsafe environment.

The purpose of this publication is to dispel the many myths surrounding higher-density development and to create a new understanding of density that goes beyond simplistic negative connotations that overestimate its impact and underestimate its value. Elected officials, concerned citizens, and community leaders can use this publication to support well-designed and well-planned density that creates great places and great communities that people love. With the anticipated population growth and continuing demographic and lifestyle changes, consensus is building that creating communities with a mix of densities, housing types, and uses will be both necessary and desirable.

*Higher-Density Development: Myth and Fact* is the sixth in a series of Urban Land Institute myth and fact booklets. The series is intended to clarify misconceptions surrounding growth and development. Other topics covered have included transportation, smart growth, urban infill housing, environment and development, and mixed-income housing.

*Higher-Density Development: Myth and Fact* examines widespread misconceptions related to higher-density development and seeks to dispel them with relevant facts and information. Although the benefits of higher-density development are often understated, so are the detrimental effects of low-density development. The advantages and drawbacks of higher-density development are compared throughout this publication with the alternative of low-density development. In the process, misconceptions regarding low-density development are also addressed.
Higher-density development overburdens public schools and other public services and requires more infrastructure support systems.

The nature of who lives in higher-density housing—fewer families with children—puts less demand on schools and other public services than low-density housing. Moreover, the compact nature of higher-density development requires less extensive infrastructure to support it.

Public officials across the country struggle to afford the infrastructure needed to support sprawling development. A recent study analyzing the costs of sprawl estimated that more than $100 billion in infrastructure costs could be saved over 25 years by pursuing better planned and more compact forms of development. The issue has transcended political parties and ideologies and has become an issue of basic fiscal responsibility. California’s Republican Governor Arnold Schwarzenegger has criticized “fiscally unsustainable sprawl,” while Michigan’s Democratic Governor Jennifer Granholm has noted that sprawl “is hampering the ability of this state and its local governments to finance public facilities and service improvements.”

<table>
<thead>
<tr>
<th>TYPE OF HOUSING</th>
<th>NUMBER OF CHILDREN PER 100 UNITS OF NEW HOUSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid- to High-Rise Apartments</td>
<td>19</td>
</tr>
<tr>
<td>Garden Apartments</td>
<td>21</td>
</tr>
<tr>
<td>Owner-Occupied Single-Family Homes</td>
<td>64</td>
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</tbody>
</table>

Progressive and conservative groups have identified sprawl as a real problem. Charter of the New Urbanism states that “placeless sprawl” is an “interrelated community building challenge.”

Conservative groups have concluded that “sprawl is in fact a conservative issue” with “conservative solutions” and that “sprawl was in large part created through government intervention in the economy.”

Indeed, numerous government policies over the last half century have led to and supported sprawl. Historically, federal spending for transportation has subsidized large-scale highway construction over other modes of transportation. Financing policies from the Federal Housing Administration have promoted suburban subdivisions across the nation. Large lot exclusionary zoning has forced the artificial separation of land uses, leading to large distances between employment centers, housing, and retail. But many government agencies now realize they cannot afford to continue providing the infrastructure and public services that sprawl demands.

Not only do local governments absorb much of the cost of more and more roadways, profoundly longer water and electrical lines, and much larger sewer systems to support sprawling development, they must also fund public services to the new residents who live farther and farther from the core community. These new residents need police and fire protection, schools, libraries, trash removal, and other services. Stretching all these basic services over ever-growing geographic areas places a great burden on local governments. For example, the Minneapolis/St. Paul region built 78 new schools in the suburbs between 1970 and 1990 while simultaneously closing 162 schools in good condition located within city limits. Albuquerque, New Mexico, faces a school budget crisis as a result of the need to build expensive new schools in outlying areas while enrollment in existing close-in schools declines.

The Market Common Clarendon

Located on the site of a former parking lot and occupying roughly ten acres of land, the Market Common in Clarendon, Virginia, just outside Washington, D.C., provides 300 Class A apartments, 87 townhouses, 100,000 square feet of office space, and 240,000 square feet of prime retail space. Located within walking distance of the Orange Line of Washington’s extensive subway system, residents can leave their cars parked while they take public transit to work. They can also walk to a Whole Foods grocery store adjacent to the highly successful development. Prominent national retailers occupy the ground level of the building, and structured parking is provided. The compact development form of the Market Common promotes walking, biking, and using public transit over autos. The apartments are attractive to young professionals without children, lessening the impact on the county’s school system. The project is the result of a successful collaboration of McCaffery Interests, Arlington County officials, and citizens of the Clarendon neighborhood; it has spurred new retail, office, and residential construction on neighboring sites.
Unfortunately for local governments, a growing body of evidence shows that sprawling development often does not pay enough property tax to cover the services it requires. A study conducted for a suburban community outside Milwaukee found that public services for an average-price single-family house in that community cost more than twice as much as the property taxes paid by the homeowner.12

One reason for the disparity between property tax revenue and the cost of public services is expenditures for public schools. Low-density suburbs and exurban areas generally attract families with more school-age children. In fact, single-family developments average 64 children for every 100 units, compared with only 21 children for every 100 units of garden apartments and 19 children for every 100 units of mid- to high-rise apartments.13 The reason is that multifamily housing attracts predominantly childless couples, singles, and empty nesters.

And although apartment renters do not pay property tax directly, apartment owners do. Apartments are also usually taxed at a higher commercial real estate tax rate,14 so a typical mixed-use development with retail, office, and apartments may subsidize the schools and other public services required by residents of low-density housing in the same community. This phenomenon is further exacerbated because many multifamily developments and retail and office establishments pay for their own trash disposal, shuttle buses, and security.

Reducing the distance between homes, shops, and offices also reduces the cost of public infrastructure. According to one of many studies, “The public capital and operating costs for close-in, compact development [are] much lower than they [are] for fringe, scattered, linear, and satellite development.”15 And many of these studies do not take into account the advantages created by making public transit

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**PROJECTED HOUSEHOLD GROWTH: 2000–2010**

<table>
<thead>
<tr>
<th>TYPE OF HOUSEHOLD</th>
<th>PERCENTAGE GROWTH RATE</th>
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</thead>
<tbody>
<tr>
<td>Families with No Children</td>
<td>16.0%</td>
</tr>
<tr>
<td>Nonfamily Households</td>
<td>14.0%</td>
</tr>
<tr>
<td>Families with Children Under 18</td>
<td>-3.0%</td>
</tr>
</tbody>
</table>

more feasible as well as making delivery of basic services like mail delivery, trash collection, and police and fire protection more efficient.

Another emerging body of research suggests that higher-density development is an important component of economic development initiatives and helps attract new employers. “Information economy” is a term used to define the growing industries based on the economics of the Internet, information goods, and intellectual property. Workers in this field are known as “knowledge workers,” and many believe they are the future of the American economy. These workers are comfortable with the latest technology and, because their skills are transferable, choose their jobs based on the attributes of the town or city where they are located. They seek out vibrant, diverse urban centers that offer access to technology, other knowledge workers, and lifestyle.16

The economic development game has changed. Employers now follow the workers rather than the other way around. Therefore, communities that focus on providing a high quality of life with the energy and vitality created by urban centers will be much more likely to attract these highly prized, talented, and productive workers than communities of faceless sprawl. Companies that understand the appeal of these communities are making relocation decisions with these workers in mind. Studies have shown that increasing employment density increases labor productivity, generally by reducing commuting times.17

Thus, introducing higher-density projects into a community will actually increase that community’s revenue without significantly increasing the infrastructure and public service burdens. Blending apartments into low-density communities can help pay for schools without drastic increases in the number of students. Diversifying housing options and adding amenities like shops and offices close by will improve the quality of life and attract businesses and people that will strengthen the community’s economic stability. Increasing density provides a real economic boost to the community and helps pay for the infrastructure and public services that everybody needs.

### Highlands’ Garden Village

Highlands’ Garden Village reuses some structures from the amusement park previously located on the site. The compact development, combined with a variety of uses and housing types, uses public infrastructure more efficiently than low-density sprawling development.

Built on the site of the Elitch Gardens amusement park in Denver, Highlands’ Garden Village is a walkable, transit-linked community and a financially viable model for environmentally responsible infill development. New York–based developer Jonathan Rose & Companies developed single-family homes, townhouses, seniors’ and multifamily apartments, cohousing, offices, and retail space on the site. At the center, a historic theater and carousel from the original amusement park are being transformed into a community performing arts center and a walking labyrinth. Berkeley, California–based Calthorpe Associates designed a plan that put new homes on three sides of a square-shaped village and a commercial “main street” on the fourth. Restaurants, studios, and shops line the street with live/work townhouses and offices above, giving residents the opportunity to live, work, and shop in the same community. The proximity of amenities, location near downtown, and convenience of public bus lines encourage people to walk and reduce travel costs.
No discernible difference exists in the appreciation rate of properties located near higher-density development and those that are not. Some research even shows that higher-density development can increase property values.

The precise value of real estate is determined by many factors, and isolating the impact of one factor can be difficult. Although location and school district are the two most obvious determining factors of value, location within a community and size and condition of the house also affect value. Several studies have examined whether multifamily housing has any impact on the value of nearby single-family detached houses. These studies have shown either no impact or even a slightly positive impact on appreciation rates.

PROFILE

Haile Plantation

Haile Plantation is a Gainesville, Florida, icon. Although it is denser than surrounding communities, the values of homes in Haile Plantation are often higher than the values of houses in neighboring lower-density communities, because the traditional neighborhood design employed there makes Haile Plantation more desirable and valuable. Beginning with the master plan in 1979, Haile Plantation has been called one of the first new urbanist communities in the country. Developers Bob Rowe and Bob Kramer in conjunction with the Haile Plantation Corporation developed the 1,700-acre site to include more than 2,700 units, ranging from single-family homes to townhouses and garden apartments. The sense of community has only grown with the expansion of the development to include a town center, a village green, trails, civic uses, and offices. Indeed, it is density and diversity that together add value to this popular Florida community.

Homes in Haile Plantation sell for more than neighboring homes because prospective buyers view the traditional neighborhood design as a valuable and desirable amenity.
For instance, one study by the National Association of Home Builders looked at data from the American Housing Survey, which is conducted every two years by the U.S. Census Bureau and the Department of Housing and Urban Development. It found that between 1997 and 1999, the value of single-family houses within 300 feet of an apartment or condominium building went up 2.9 percent a year, slightly higher than the 2.7 percent rate for single-family homes without multifamily properties nearby.

Another study, commissioned by the Family Housing Fund in Minnesota, studied affordable apartments in 12 Twin Cities neighborhoods and found “little or no evidence to support the claim that tax-credit family rental developments in [the] study eroded surrounding home values.” And a long-term study by Harvard University’s Joint Center for Housing Studies published in 2003 also confirms that apartments pose no threat to nearby single-family house values, based on U.S. Census data from 1970 to 2000.

Not only is there compelling evidence that increased density does not hurt property values of nearby neighbors: researchers at Virginia Tech University have concluded that over the long run, well-placed market-rate apartments with attractive design and landscaping actually increases the overall value of detached houses nearby. They cite three possible reasons. First, the new apartments could themselves be an indicator that an area’s economy is vibrant and growing. Second, multifamily housing may increase the pool of potential future homebuyers, creating more possible buyers for existing owners when they decide to sell their houses. Third, new multifamily housing, particularly as part of mixed-use development, often makes an area more attractive than nearby communities that have fewer housing and retail choices.

Echelon at Lakeside is the only multifamily development in an upscale, master-planned single-family suburban neighborhood of Lakeside on Preston in Plano, Texas a suburb of Dallas. Florida-based developers Echelon Communities, LLC, overcame initial community opposition from area residents through high-quality innovative design. The award-winning architecture blends seamlessly with the surrounding neighborhood’s traditional style. Larger-than-normal floor plans, individual entries, and attached garages combine to mirror the grand estates in the surrounding communities. Although street elevations make the buildings appear to be one single-family home, they actually house several multifamily units. Memphis-based architects Looney Ricks Kiss used five building types and three building styles. All units include high-quality interior finishes; community amenities include a resort-style pool, fitness facility, clubroom, business and conference center, and full-time concierge.
Concerned citizens should use the entitlement process to demand high-quality development in their communities while understanding that density and adjacent property values are not inversely related. Higher-density real estate developers and investors in higher-density real estate need to appreciate the fact that most Americans’ wealth is held in their home equity. Therefore, changes in property values can have very real consequences to existing property owners. Likewise, homeowners would benefit from knowing that developers make a substantial financial commitment when investing in new higher-density projects. This investment is an incentive to make the project successful, which can give the community leverage in working with the developer. Such interrelated and overlapping economic interests among these stakeholders make it all the more likely that a mutually beneficial agreement can be reached. Such an agreement can result in a project that enhances the existing community, ensures the appreciation of residents’, developers’, and the local government’s financial interests, and addresses the needs of current and future residents of the community and region.

Higher-density development generates less traffic than low-density development per unit; it makes walking and public transit more feasible and creates opportunities for shared parking.

Most people assume that higher-density development generates more traffic than low-density development and that regional traffic will get worse with more compact development. In fact, the opposite is true. Although residents of low-density single-family communities tend to have two or more cars per household, residents of high-density apartments and condominiums tend to have only one car per household. And according to one study using data from the National Personal Transportation Survey, doubling density decreases the vehicle miles traveled by 38 percent.

Mockingbird Station

The residents of Mockingbird Station in Dallas, Texas, are far less dependent on their cars, because they have a whole host of amenities at their doorstep. Dallas developer Ken Hughes partnered with Denver-based Simpson Housing Group to create the ten-acre pedestrian-oriented urban village, which includes 216 loft apartments, an eight-screen film center and café, more than 90 shops and restaurants, offices, an enclosed public plaza, and parking, all directly linked to the Dallas Area Rapid Transit (DART) light-rail system. Mockingbird Station provides direct platform access to DART trains, which offer residents an eight-minute commute to Dallas’s central business district and a single train connection to the Dallas Convention Center, Reunion Arena, and other downtown entertainment. The new village is also immediately adjacent to the campus of Southern Methodist University and within walking distance of the university’s new stadium and sports center. RTKL created architecture reminiscent of historic train stations but with a modern twist to the materials and detailing. Although only limited driving is necessary, a parking garage is provided but placed out of sight and underground. The myriad materials, architectural styles, and amenities create a vibrant transit-oriented community.

Residents of Mockingbird Station can leave their cars in the garage and take an eight-minute train ride to downtown Dallas; they can also walk to shops, offices, and a movie theater.
The reason is that higher-density developments make for more walkable neighborhoods and bring together the concentration of population required to support public transportation. The result is that residents in higher-density housing make fewer and shorter auto trips than those living in low-density housing. Condominium and townhouse residents average 5.6 trips per day and apartment dwellers 6.3 car trips per day, compared with the ten trips a day averaged by residents of low-density communities. (A trip is defined as any time a car leaves or returns to a home.) Increasing density can significantly reduce dependency on cars, but those benefits are even greater when jobs and retail are incorporated with the housing. Such mixed-use neighborhoods make it easier for people to park their car in one place and accomplish several tasks, which not only reduces the number of car trips required but also reduces overall parking needs for the community. But if retail uses are to survive, they must be near households with disposable income. Having those households within walking distance of the shops builds in a market for the stores. One study indicates that in some markets, 25 to 35 percent of retail sales must come from housing close to shops for the shops to be successful.

**PROFILE**

**Southwest Station**

The Southwest Metro Transit Commission is a small suburban bus system near Minneapolis that serves downtown Minneapolis and numerous other employment and recreation centers, including Minnesota Twins baseball games. The American Public Transportation Association calls it the “best small system in the country.” In an effort to capitalize and expand on the success of the system, the commission has encouraged transit-oriented development at its bus stops. In Eden Prairie, Minnesota, the commission completed a bus depot and five-story parking garage on 22 acres of excess right-of-way. In 2001, it started selling land around the transit complex for retail and residential development. Restaurants, shops, and more than 250 apartments, condominiums, and townhouses soon followed. The new development generated revenue for the commission, new public transit riders, affordable convenient housing, and a suburban lifestyle with the amenities usually afforded only to city dwellers.
With a typical family now making more car trips for family, personal, social, and recreational reasons than for commuting to work, reducing the number of noncommuting trips takes on greater importance in the battle to reduce traffic congestion and parking problems. A case study in Washington, D.C., found that workers in dense downtown Washington made 80 percent of their mid-day trips by foot while suburban workers made 67 percent of their mid-day trips by car. Although a suburban office park would never reach the density levels of a downtown area, planners can still reduce the auto dependency of suburban office workers by using some of the same design techniques. Concentrating density around suburban offices, allowing and encouraging retail and restaurants in and near the offices, and planning for pedestrian and bike access can all reduce the number of lunchtime car trips required by office workers.

Higher-density mixed-used developments also create efficiencies through shared parking. For example, office and residential uses require parking at almost exact opposite times. As residents leave for work, office workers return, and vice versa. In addition, structured parking becomes feasible only with higher-density developments.

Higher-density development also makes public transit more feasible. When a community that includes residences, shops, and offices reaches a certain threshold of density, public transit-shuttles, bus service, trams, or light rail becomes an option for residents. It is estimated that a minimum density of seven dwelling units per acre is needed to make local bus service feasible with an intermediate level of service. Light rail needs a minimum density of nine dwelling units per acre to be feasible. When a community can take advantage of these options and increase the transportation choices for residents, relief is greater as total car dependency is further broken. Such choices are impossible for low-density developments.
**MYTH**

Higher-density development leads to higher crime rates.

**FACT**

The crime rates at higher-density developments are not significantly different from those at lower-density developments.

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People sometimes associate density with crime, even though numerous studies show that no relationship exists between the two. A study in Irving, Texas, using geographic information systems and crime statistics, found no link between crime and density. In fact, it found that single-family neighborhoods are “not all associated with lower crime rates.” Another study conducted by the University of Alaska found no relationship between housing density and crime in Anchorage.

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**PROFILE**

**Westminster Place**

Although today Westminster Place is a thriving, safe community in midtown St. Louis, it was not always the case. The area, approximately 90 acres, was well known by the St. Louis police department for its high rate of violent crime, which led to the area’s becoming blighted. McCormack Baron Salazar, a St. Louis–based developer, brought the community back through the addition of higher-density mixed-income housing comprising affordable and market-rate units. The master plan included for-sale and rental housing, garden apartments, townhouses, single-family homes, and even an assisted living facility for seniors. A new community pool, a bustling retail center, and a magnet school are included as well. The new plan slowed traffic through the community, added landscaping and street and parking lot lighting, and new “eyes on the street,” making it more difficult for criminals to go unnoticed. The area blossomed into a place where people once again feel safe walking. The success of the community spurred the revitalization of surrounding areas.
East Village

East Village is a small urban revitalization project on the edge of downtown Minneapolis. Before the project was built, the neglected 2.9-acre site contained several deteriorating rental homes, old commercial buildings, and abandoned surface parking lots. The neighborhood wanted to improve the area and the image of one of the city’s oldest neighborhoods, Elliot Park. The developers of the project, Central Community Housing Trust and East Village Housing Corporation, developed the new mixed-income housing and commercial community to encourage a sense of community and ownership. East Village now features community green space, pedestrian paths, and neighborhood businesses. Buildings surround the greenway that leads to Elliot Park, a city park with year-round activities and a community center. Brick, bay windows, and French balconies complement historic buildings in the area. In addition, all buildings have multiple entrances to encourage interaction among neighbors. An underground 350-space parking garage frees up space for landscaped areas. This once neglected area has won two awards for innovation and design and become an exceedingly successful vibrant and safe community.

The additional “eyes on the street” created by the development of East Village in Minneapolis has led to a safer vibrant community.
Arizona researchers found that when police data are analyzed per unit, apartments actually create less demand for police services than a comparable number of single-family houses. In Tempe, Arizona, a random sample of 1,000 calls for service showed that 35 percent originated from single-family houses and just 21 percent came from apartments. Similarly, a random sample of 600 calls for service in Phoenix, Arizona, found that an apartment unit’s demand for police services was less than half of the demand created by a single-family house.\(^{35}\)

One reason for the misperception that crime and density are related could be that crime reports tend to characterize multifamily properties as a single “house” and may record every visit to an apartment community as happening at a single house. But a multifamily property with 250 units is more accurately defined as 250 houses. To truly compare crime rates between multifamily properties and single-family houses, the officer would have to count each household in the multifamily community as the equivalent of a separate single-family household. When they do so, many find what the previous studies prove: that crime rates between different housing types are comparable.

Higher-density developments can actually help reduce crime by increasing pedestrian activity and fostering a 24-hour community that puts more “eyes on the street”\(^{34}\) at all times. Many residents say they chose higher-density housing specifically because they felt more secure there; they feel safer because there are more people coming and going, making it more difficult for criminals to act without being discovered. This factor could explain why a ULI study of different housing types in Greenwich, Connecticut, shows that higher-density housing is significantly less likely to be burglarized than single-family houses.\(^{35}\) The relationships among design, management, and security became better understood in the past few decades with the publication of several seminal works, including *Defensible Space: Crime Prevention through Urban Design* by Oscar Newman\(^{36}\) and *Fixing Broken Windows: Restoring Order and Reducing Crime in our Communities* by George Kelling and Catherine Coles.\(^{37}\) Many new higher-density developments include better lighting plans and careful placement of buildings and landscaping to reduce opportunities for crime, contributing to a safer community.

With the emergence of better-quality designs, higher-density mixed-use development is an attractive and safe addition to a community, one that is increasingly attracting a professional constituency seeking safety features. In fact, the luxury segment is one of the fastest-growing components of the multifamily industry.\(^{38}\)
Low-density sprawl takes an enormous toll on our air, water, and land. The United States is now losing a staggering 2 million acres of land a year to haphazard, sprawling development. More than 50 percent of Americans live in places where the air is unhealthy to breathe, and childhood asthma and other respiratory diseases are on the rise. Almost half the damage to our streams, lakes, and rivers is the result of polluted runoff from paved surfaces.

It is inefficient land use, not economic growth, that accounts for the rapid loss of open space and farms. Since 1994, housing lots larger than ten acres have accounted for 55 percent of the land developed. This loss of land often causes unexpected economic challenges for rural communities, where farmland, forests, ranchland, and open space tend to be the economic drivers that attract businesses, residents, and tourists. Low-density sprawl compromises the resources that are the core of the community’s economy and character. The majority of American homeowners think it is important to stop these trends. In fact, 76 percent of local ballot initiatives related to land conservation passed in November 2004, making $2.4 billion in funding available for protection of parks and open space. But purchasing land is only part of the solution and not always an option for financially strapped governments.

Higher-density development offers the best solution to managing growth and protecting clean air and clean water. Placing new development into already urbanized areas that are equipped with all the basic infrastructure like utility lines, police and fire protection, schools, and shops eliminates the financial and environmental costs of stretching those services farther and farther out from the core community. Compact urban design reduces driving and smog and preserves the natural areas that are assets of the community: watersheds, wetlands, working farms, open space, and wildlife corridors. It further minimizes impervious surface area, which causes erosion and polluted stormwater runoff. Two studies completed for the state of New Jersey confirm that compact development can achieve a 30 percent reduction in runoff and an 83 percent reduction in water consumption compared with conventional suburban development.
Prairie Crossing

The developers of Prairie Crossing, George and Vicky Ranney, saved $1 million in infrastructure costs through environmentally sensitive design. The 677-acre conservation community is located in Grayslake, Illinois, 40 miles northwest of Chicago and one hour south of Milwaukee. The community features 350 acres of open space, including 160 acres of restored prairie, 158 acres of active farmland, 13 acres of wetlands, a 22-acre lake, a village green, and several neighborhood parks. Houses are sited to protect natural features such as hedge-rows, native habitat, and wetlands. Designed with colors and architecture inspired by the landscape, every home has a view of open space and direct access to ten miles of on-site walking and biking trails. Wide sidewalks, deep front porches, and rear garages encourage neighbors to meet. The homes were built with U.S. Department of Energy–approved green building techniques. As a result, they are 50 percent more energy efficient than other homes in the Chicago area, and they sell for a 33 percent sales premium. Station Village is the last phase of Prairie Crossing. When complete, it will include residential, retail, and office space, all within walking distance of two commuter train stations. Residents can ride Metra’s North Line to Chicago’s Union Station or the Central Line to downtown Chicago and O’Hare Airport.
Higher-Density Development

The Preserve

USS Real Estate originally held a 550-acre tract of land in Hoover, Alabama, but sold 250 acres to the city, intending to create the Moss Rock Nature Preserve. The 680 single-family homes, 50,000 square feet of retail, and 50,000 square feet of office space are concentrated on the remaining 311-acre site. Before development of the Preserve, Hoover was characterized by sprawling conventional development and lacked a town center. The Preserve’s future town center is planned to include 34 live/work units, 14 retail units, and two restaurants: at the heart of the community is the village green, an impressive eight-acre park with a town hall, a fitness center, a junior olympic swimming pool, and a kiddie pool. Residents have access to 15 acres of parks and seven miles of trails that connect to award-winning Hoover schools and the newly created Moss Rock preserve.

Clustering development at the Preserve in Hoover Alabama, enabled the creation of the 250-acre Moss Rock Nature Preserve.
Many communities employ techniques such as infill and brownfield development to transform unused, abandoned lots into vibrant, revenue-generating components of the community. Some create direct incentives for higher-density development. The city of Austin, Texas, for example, created a program that rewards developers for locating projects in the city’s existing neighborhoods and downtown. Others award points for a variety of attributes, such as transit access, the redevelopment of empty lots, and an increase in pedestrian facilities. By employing standards for factors like open space, dense development, and impact on water quality, communities can facilitate good urban design that preserves natural resources.

Although a well-designed higher-density community offers residents a higher-quality environment, poorly planned sprawl does the opposite. Because low-density sprawl gobbles up so much land through large-lot zoning, it ends up destroying the very thing most people moved there for in the first place—the natural areas and farmland. It forces people to drive longer distances, increasing regional air quality problems. The average American man spends 81 minutes behind the wheel every day, while women average 63 minutes. And surveys show that the time spent driving has been consistently increasing every year. The national road network, currently at 4 million miles according to the U.S. Department of Transportation, is still growing at an alarming rate, mainly for the purpose of connecting new low-density suburbs back to core communities. Along with the water and air pollution, construction of these highways perpetuates the cycle of sprawl, fragments wildlife habitats, and dries up a community’s financial coffers.

Increasing density not only improves air and water quality and protects open space but also redirects investments to our existing towns and cities. It can revitalize existing communities and create more walkable neighborhoods with access to public transit and hiking and biking trails. Pedestrian-friendly higher-density developments offer general health benefits as well. Mixed land uses give people the option to walk and bike to work, shops, restaurants, and entertainment. The convenience of compact communities may help fight diseases related to obesity. Higher-density communities are vital to preserving a healthy environment and fostering healthy lifestyles.
Attractive, well-designed, and well-maintained higher-density development attracts good residents and tenants and fits into existing communities.

Higher-density development comes in many forms. Some of the most attractive well-planned modern development is built at a high density. Across America, appealing higher-density mixed-use town centers have been wildly popular with the public. Lushly landscaped boulevards, fountains, and showcase architecture have created a sense of place in areas previously known only for faceless, uninteresting low-density development. The enduring appeal

Profile

Post Riverside

Atlanta is often called the poster child for suburban sprawl. However, it is also the home of Post Riverside, a revolutionary new mixed-use pedestrian-oriented community developed by Atlanta-based Post Properties, Inc., and located on the banks of the Chattahoochee River between Atlanta’s bustling Buckhead and Vinings communities. As is the trend nationally, 65 percent of all vehicle trips in Atlanta are to run errands, not to commute to work. With offices, shops, and restaurants within walking distance of the apartments, Post Riverside residents depend on autos much less than their neighbors in lower-density areas. In addition, the community is connected to Atlanta’s MARTA subway system and the Cobb County transit system. This award-winning 85-acre mixed-use development includes 25,000 square feet of retail space, 225,000 square feet of office space, and 535 apartments, all designed around a gracious town square. For many people, this amenity-rich, low-maintenance lifestyle better suits their needs than a traditional single-family home in a low-density neighborhood.

Post Riverside in Atlanta demonstrates that higher-density development can be attractive and successful in a community known for lower-density development.
and desirability of older and more gracious higher-density neighborhoods—Georgetown in Washington, D.C., Beacon Hill and Back Bay in Boston, and Lincoln Park in Chicago—attest to the fact that some of the more desirable neighborhoods in America historically have been of higher density than that found in typical outer suburbs.

This return to the design principles of the past is at the core of the new urbanist movement that took hold in the 1990s. The movement grew as many people came to miss the sense of community that was created by the mixed-density and mixed-use communities of the past. They realized that low-density subdivisions isolated their owners not only from pedestrian access to shops and offices but also from their neighbors. The growing sense of social alienation, highlighted in books like Robert Putnam’s *Bowling Alone,* has led many back to the comfort of communities that are a reminder of the places where many of us grew up. These new communities combine the best design ideas of the past with the modern conveniences of today to provide residents with what has been missing from many sprawling areas—a sense of community.

Today’s developers, architects, and planners know that to attract customers and to secure zoning approvals and community acceptance, they must produce attractive and innovative properties that complement their surroundings. Design professionals are driven to produce projects that meet users’ demands, understand and respond to the context of a site, enhance its neighborhood, and are built to last. In fact, attendance at a recent American Institute of Architects–sponsored conference on density far surpassed expectations, speaking to the interest among land use professionals in addressing the design issues associated with density.

It is plausible that the high level of citizens’ opposition to density may be based on an outdated notion of what higher-density development looks like. A University of North Carolina study revealed that when given a choice between two attractively designed communities, one higher density and the other low density; the majority preferred the higher-density option. Other visual preference surveys confirm that there is an almost universal negative reaction to the visual appearance of commercial strip sprawl and an almost universal positive reaction to traditional town-like communities of the past, communities that almost invariably included a mix of densities and uses.

**Myth and Fact**

### Myth Six

**FACT SIX**

**The Plaza at the Arboretum**

This award-winning mixed-use project in Santa Monica, California, developed by California-based Legacy Partners, achieves a density of 97.5 dwelling units per acre. The attractive seven-story building includes 10,000 square feet of retail space and 350 apartment units ranging from 612 to 1,555 square feet. The architecture firm Meeks and Partners used strong geometric forms to create a playful architectural character that fits nicely in the avant-garde Hollywood studio section of Santa Monica. The development includes a swimming pool, spa, fitness center, and clubhouse.
Our population is changing and becoming increasingly diverse. Many of these households now prefer higher-density housing, even in suburban locations.

When many of us think of the American Dream, we envision married couples with children living in single-family detached houses in the suburbs. The notion is that the only people who want to live in higher-density areas are those who cannot afford a traditional house with a back yard or who want to live in the middle of the city. Both perceptions are flawed.

This country’s population is changing, and so are its real estate preferences. These lifestyle changes have significant implications for suburban development. For the first time, there are more single-person households (26.4 percent) than married-
couple-with-children households (23.3 percent). The groups growing the fastest, people in their mid-20s and empty nesters in their 50s, are the groups most likely to look for an alternative to low-density, single-family housing.

A growing number of Americans are redefining their American Dream. They are seeking a more convenient and vibrant lifestyle. And while some seek this lifestyle in cities, many others seek the same lifestyle in the suburbs. According to a 2002 study by the National Association of Home Builders, more than half the renters questioned said they wanted to live in the suburbs. Moreover, a national survey of homebuyers’ community preferences found that nearly three-quarters of all

King Farm

This 430-acre community is characterized by the historic architecture of the region but offers an assortment of modern conveniences as well. Developed by King Farm Associates, LLC, King Farm is located in Rockville, Maryland, five miles from the Washington, D.C., beltway, 15 miles from downtown D.C., and walking distance from the Shady Grove Metro station. The neighborhood was designed for pedestrians, but the King Farm shuttle makes getting around even easier. The shuttle runs a complimentary route between the King Farm Village Center, the Metro station, and the Irvington Center, a 90-acre commercial complex next to the Metro. In addition, two types of public bus service are available at King Farm. At the Village Center, 120,000 square feet of retail space is within walking distance from both residential and commercial development. The center also includes 47 loft apartments and a one-acre village green. Watkins Pond and Baileys Common are King Farm’s two residential villages. They offer single-family homes, townhouses, condominiums, and luxury apartments intertwined with natural areas. The center of Watkins Pond is a 12-acre city park with tennis and basketball courts, a soccer and softball field, two playgrounds, several picnic areas, benches, and paths.
Victoria Gardens

The city of Rancho Cucamonga, located roughly 60 miles east of Los Angeles in California’s Inland Empire, has a rich agricultural history and, more recently, a history of low-density sprawl with no real city center. This situation is changing, however, with the opening of the first phases of a huge new mixed-use development known as Victoria Gardens. The development, designed by L.A.–based architects, Altoon + Porter, and being developed jointly by California-based developers Forest City California and the Lewis Investment Company, will create a vibrant higher-density downtown where none previously existed. Rapidly growing Rancho Cucamonga has been traditionally underserved by restaurants and entertainment options. The long-awaited addition of a “place” in the city has been well received by residents. The 147-acre development will eventually contain 1.3 million square feet of commercial and community space, including retail, entertainment, office, and civic uses with a cultural center and a library. Twenty acres of housing on site will allow people to live within walking distance of all the amenities of Rancho Cucamonga’s new downtown.
buyers prefer to live in a community where they can walk or bike to some destinations. The 2001 American Housing Survey further reveals that respondents cited proximity to work more often than unit type as the leading factor in housing choice. These surveys confirm that many people prefer the suburbs but want the amenities traditionally associated with cities, including living close to work.

With the continuing decentralization of cities and the rise of suburban communities with urban-like amenities, many people find that they can live and work in the suburbs with all the attributes of suburbia they desire without giving up walkability and convenience. A recent study confirms that in many regions, more office space is located in suburban locations than downtowns, providing an opportunity for people to live near their jobs. Communities and developers that have recognized and responded to the dual trends of decentralized offices and a growing desire for a more convenient lifestyle have been rewarded. Well-placed mixed-use, higher-density developments in the suburbs are increasingly popular, creating a new sense of place.

Communities are being developed using the best concepts of traditional communities—smaller lots, a variety of housing types, front porches and sidewalks, shops and offices within walking distance, and public transit nearby. Communities like Celebration in Florida and King Farm in Maryland have been so popular with the homebuying public that past worries over whether the demand exists for them have been replaced by concerns about their rapid price appreciation, putting them out of the reach of all but the highest-income households. Today's real demographic and lifestyle changes are inspiring a return to traditional development styles that offer walkable, bikeable, and more dynamic communities that put residents closer to shops, offices, and parks.
Multifamily housing is not the housing of last resort for households unable to afford a single-family house. Condominiums, for instance, are often the most sought after and highly appreciating real estate in many urban markets. The luxury segment of the apartment market is also rapidly expanding. Most people are surprised to learn that 41 percent of renters say they rent by choice and not out of necessity, and households making more than $50,000 a year have been the fastest-growing segment of the rental market for the past three years. Multifamily housing throughout the world has historically been the housing of choice by the wealthiest individuals because of the access and convenience it provides. From Manhattan to Miami to San Francisco, higher-density housing has been prized for the amenity-rich lifestyle it can provide.

Higher-density development can be a viable housing choice for all income groups and people in all phases of their lives. Many financially secure baby boomers, who have seen their children leave the nest, have chosen to leave behind the yard maintenance and repairs required of a single-family house for the more carefree and convenient lifestyle multifamily housing provides. Interestingly, their children, the echo boomers, are entering the age where many will likely live in multifamily housing. Just starting careers, many are looking for the flexibility of apartment living to follow job opportunities. Their grandparents, likely on a fixed income, may also prefer or need to live in multifamily housing as physical limitations may have made living in a single-family house too challenging.

Providing balanced housing options to people of all income groups is important to a region’s economic vitality. The availability of affordable multifamily housing helps attract and retain the workers needed to keep any economy thriving. In many American towns and cities, rapidly rising house prices are forcing working families to live farther away from their jobs. In fact, the lack of affordable housing is mentioned as the number one problem facing working families today.
Rollins Square

Rollins Square, a mixed-use development in Boston’s South End, is a truly mixed-income community that provides housing for a wide spectrum of people in all income brackets. Twenty percent of the overall units are reserved for people whose income is 30 to 60 percent of the Boston area median income (AMI), 40 percent are for-sale condominiums reserved for working households with incomes 80 to 120 percent of the AMI, and the remaining 40 percent are market-rate units selling for up to $750,000. The residences occupy two city blocks and integrate seamlessly into the existing neighborhood. The varying heights and diverse exterior materials give the appearance that the development was constructed over time. Rollins Square was developed by the Planning Office for Urban Affairs, Inc., a nonprofit developer associated with the Archdiocese of Boston.
I’On

I’On is a 244-acre master-planned community along the deep-water marshes of Hobcaw Creek in Mount Pleasant, South Carolina. Just six miles east of Charleston, the community features 700 single-family homes, community facilities, and a small-scale commercial area. Vince Graham, principal with the I’On Company, is developing six residential neighborhoods connected by narrow streets, pedestrian corridors, and community spaces. An I’On Guild member, one of 18 builders selected for experience, talent, and financial strength, builds each individual home. The architecture is inspired by classic Lowcountry style with large balconies, deep front porches, and tall windows on even taller homes. Homes now sell for $685,000 to $1.7 million. Community facilities include I’On Square, I’On Club, the Creek Club, and the Mount Pleasant Amphitheater. Residents also enjoy easy access to the Cooper and Wando rivers, the Charleston harbor, and the Atlantic Ocean. One neighborhood boat ramp and four community docks are available for crabbing and fishing. Two miles of walking trails are available for residents; a five-acre pond, the Rookery, is a protected nesting site for wading birds. In addition, the public and private schools in Mount Pleasant are some of the best in the area. Some home prices in the well-planned higher-density community of I’On are approaching $2 million. The traditional neighborhood design combined with the community amenities made possible by higher densities have made the community one of the most desirable in the Charleston area.

As the problem of affordability worsens, workers on the lower end of the salary scale may move to more affordable cities, leaving a labor shortage in their wake. Such shortages make a region less desirable as an employment center. According to PricewaterhouseCoopers, access to a large and diverse labor pool is the most important factor in making corporate decisions on locations. Communities that do not provide housing for all income groups become less desirable corporate locations.
NOTES

12. Ibid., p. 8.
30. Ibid.
34. 1000 Friends of Oregon, Do Four-Plexes Cause Cannibalism? Winter 1999, pp. 2–3.
Higher-Density Development
Myth and Fact

Richard Haughey

No one likes sprawl and the traffic congestion it creates, yet proposals for increasing density in new and existing neighborhoods often are squashed by community fears of public housing, crime, and ugly high rises. Higher-Density Development: Myth and Fact dispels these negative connotations, by comparing the advantages and drawbacks of higher- and low-density development. The definition of higher-density development is relative to the community the development is in—it could be single-family homes on smaller lots, or townhouses and apartments in more populated areas. Eight widespread misconceptions about higher-density development are examined and dispelled with well-researched facts and examples of high-quality, compact developments.

Debunk these common myths about density:
• Higher-density development overburdens public schools and other public services and requires more infrastructure support systems.
• Higher-density developments lower property values in surrounding areas.
• Higher-density development creates more regional traffic congestion and parking problems than low-density development.
• Higher-density development leads to higher crime rates.
• Higher-density development is environmentally more destructive than lower-density development.
• Higher-density development is unattractive and does not fit in a low-density community.
• No one in suburban areas wants higher-density development.
• Higher-density housing is only for lower-income households.

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Zoning is broken. There is a discussion taking place right now, in real life and spurred by housing (un)affordability, urban gentrification, and overall societal change, about whether local zoning should be replaced or even eliminated (Manjoo 2019). On social media sites, in newspapers, and in scholarly discussion, people who care very deeply about their communities are examining the long-term results of zoning, and they don’t like what they see. The growing consensus seems to be to blame zoning.

Blaming zoning, though, is too simple a conceptualization of the problem. Eliminating zoning, as some propose, for a newer or better approach will most likely substitute a different unfair result for the current unfair result. The development patterns that zoning creates in our communities are a result of the local inputs and decisions made by residents, planners, and elected officials. “Zoning” does not make land-use decisions, communities do. We do. And we can make zoning do something different.

This article assumes that zoning is here to stay. The following sections (1) try to understand why modern zoning has worked the way it has (what’s broken?); (2) identify development outcomes that would be more equitable for local communities; and (3) determine what we need to change to get there.

**ZONING DOES WHAT IT IS DESIGNED TO DO**

Let’s back up a minute and put zoning into historical perspective. The British system of law is more than 900 years old. The American system of law is around 250 years old (post-Revolutionary War), and zoning is about 100 years old. It is a relative newcomer in the overall legal scheme of things. And like all laws in our system, it is open to interpretation and change.

The **Legal Scope of Zoning**

The purpose of zoning is to restrict some of the rights of property owners for the purpose of protecting the public welfare. The concept of zoning as a means to accomplish this was not enabled by either our federal constitution or most state constitutions, although some have been amended over the years to address land-use issues. Without explicit authority to create zoning regulations, courts and commentators found support for zoning in the local governmental exercise of their police powers. Police powers are granted by the state to local government for the purpose of adopting laws that protect the public health, safety, and general welfare.

To help state and local governments better define how to use this authority within the bounds of the law, model enabling legislation was created. The first models were copied from one state to another until a U.S. Department of Commerce advisory committee on zoning prepared the Standard State Zoning Enabling Act (SZEA) (APA 2002). Published in 1924 and revised and reissued in 1926 (roughly the same time that *Village of Euclid v. Ambler Realty Co.*, 272 U.S. 365, 47 S. Ct. 114, 71 L. Ed. 303 (1926) was moving through the courts), the SZEA specifically enabled municipal use of zoning to regulate buildings, lots, density, site layout, and use through the establishment of districts. Districts could be used to regulate the “erection, construction, reconstruction, alteration, repair, or use of buildings, structures, or land.” According to the SZEA, districts had to be internally “uniform” or consistent in the regulation of buildings, but different districts could include different regulations.

The SZEA was adopted by all 50 states and still forms the basis for zoning authority in most (APA 2002). The SZEA grant of authority reaches well beyond uses and it has been interpreted to permit a wide range of zoning requirements that are not specifically identified in the 1926 language, including concepts as broad as growth management (*Golden v. Planning Bd. of Ramapo*, 30 N.Y.2d 359, 285 N.E.2d 291, 334 N.Y.S.2d 138 (1972)) and standards as current as short-term rental restrictions (*Whitman v. City of San Buenaventura*, 2d Civil No. B289106 (Cal. Ct. App. Mar. 21, 2019)). Some states have refined and updated their zoning authority since 1926; it does not appear, though, from a cursory search of the planning literature, that any states have reduced their zoning authority to focus only on uses.

**Sidetracked by Euclid**

The wide range of zoning purposes identified by the SZEA collapsed into a single purpose in the wake of *Euclid*. Zoning gained an elevator speech: “The purpose of zoning is to separate uses.” Like all elevator speeches, this one so oversimplifies the range of outcomes that zoning can achieve that it would have been better had we all taken that elevator ride in silence.

*Euclid* is both a landmark case in American land-use law and easily the biggest contributor to this limited understanding and use of zoning. *Euclid*, planners and planning attorneys will all remember, is the case where the U.S. Supreme Court upheld zoning as a legal tool for addressing incompatible land uses. Humans, on the whole, don’t do well living in proximity to a range of industrial uses. Better for both, the logic went, if they are separated. Following the *Euclid* decision, local zoning took hold and spread. Local governments across the country established local zoning ordinances. Most of which, sticking with the perceived legal safety of Euclid, Ohio’s approach, focused on separating the places where people live from uses that could potentially cause harm.

Preventing this particular harm, though, ensured that early zoning was designed to reinforce both the separation of uses and the separation of communities. Over time, we have used zoning to create walls and fortresses that separate income groups, racial groups, gender groups, and people of different ages and abilities. To reimagine the role of zoning, we need to understand how to draft better zoning and realign the role it plays in our communities. We already have models of zoning approaches that are not strictly use based, including smart growth, sustainable development codes, performance zoning, and form-based codes. And we know that there is still a broad grant of authority to draw from to move our local zoning codes to produce different outcomes.
CHANGING DIRECTION: TOWARD GREATER EQUITY IN ZONING

To think in metaphors, zoning is more like an app and it is producing the outcomes that we have programmed into it for the past century. And if we see it as an app, this outcome is part of the algorithm that “runs” zoning code. So, let’s change the algorithm.

To reset the zoning algorithm, we need to identify both different inputs and a different outcome. It is probably easier to start by identifying the new outcome: more equitable development and development processes in our communities. APA’s Planning for Equity Policy Guide defines equity as “just and fair inclusion into a society in which all can participate, prosper, and reach their full potential. Unlocking the promise of the nation by unleashing the promise in us all” (APA 2019). For the purposes of changing our approach to zoning, APA’s identification of inequity is useful:

- **Disproportionality.** When the outcomes of a project or plan create or amplify disparities in only part of a community, the disproportionate impacts can lead to further social and economic impairment of some groups while others receive the full benefit of the effort.
- **Institutionalized.** Inequity is often embedded in methods that justify systemic policies, ignore negative outcomes and disproportionate impacts, and do not extend adequate support to the affected areas and their residents.

Like APA, communities across the country have also been considering what more equitable planning would look like. Portland, Oregon, for example, has a broad policy in its 2035 Comprehensive Plan that calls for the city to: “[e]nsure plans and investments promote environmental justice by extending the community benefits associated with environmental assets, land use, and public investments to communities of color, low-income populations, and other under-served or under-represented groups impacted by the decision. Maximize economic, cultural, political, and environmental benefits through ongoing partnerships.” Similarly, but in a somewhat more targeted approach, the Athens-Clark County, Georgia, 2018 Comprehensive Plan has number of goals that include equity, such as the land-use goal of “[a] vibrant and physically attractive community with a variety of places and equitable access to parks, open space, and other community gathering places. Development and redevelopment—with redevelopment as a priority—are well considered, appropriately placed, and have a positive and thoughtful economic, social, and environmental impact.” This goal is supported by specific equity strategies such as: “[c]reate a menu of appropriate incentive options that encourage responsible redevelopment of existing land uses and that guide new development to follow a shared community vision of equity and sustainability,” and policies, including: “[d]evelop zoning standards and incentives to develop and/or redevelop quality multifamily options for a diverse group.”

To turn these policies into equity outcomes, they need to be redrafted into regulatory language. Many policies have multiple potential regulatory approaches, including both standards and procedures, so local planners will need to consider which specific aspects of the zoning code need to be changed in order to move the outcome from status quo to greater equity.

REIMAGINING ZONING AS EQUITABLE ZONING

Equitable zoning will look different in communities of different sizes, locations, and populations. In each of the following sections we identify how an equity policy can be moved into one or more zoning regulations or processes.

**Gentrification: Make Zoning a More Dynamic Process**

The Planning for Equity Policy Guide provides a list of definitions for gentrification that focus the key themes of rapid redevelopment, increasing property values, and displacement of current residents and neighborhood culture. What role does zoning play in supporting gentrification? Zoning helps to define what “could” be developed on the property, creating the opportunity for undervalued property to be purchased and redeveloped at a much higher value. This can be through permitting larger structures or more density by right, allowing changes in development character from mixed use neighborhood business to single-use multifamily or commercial, or even just encouraging the speculative ownership disinvestment waiting game that allows properties to go unused and upzoned for faster sale.

**Option 1: Retrofit Zoning to Better Reflect Built-Out Neighborhoods.** Communities can make two key changes to their current zoning to protect areas that will likely be subject to gentrification in a hot real estate market. The first change is to update the zoning in areas that are at risk for gentrification to a zone district that reflects the size, scale, and character of the current neighborhood. We treat zoning as a “one and done” process when it should evolve with the community. Not infrequently, a community puts a zone district in place anticipating development change that doesn’t happen, while also still permitting development that is “something else.” Something else develops (or stays) but the original zoning is left in place. A frequent example of this is multifamily zoning applied to a single-family neighborhood.

The problem is not that it is happened, the problem is that it wasn’t fixed, particularly in the context of promoting zoning equity. Where there is a neighborhood with low property values and a disconnect between the current building scale and the permitted zoning, we are creating a target for redevelopment. Correcting the zoning to reflect the built-out scale and use mix of the neighborhood will not stop redevelopment, but it will limit the types of development that can take place by right and can trigger a public discussion process for new development that is out of character. This approach would allow the neighborhood to place limits on intrusion from large-scale development, preserve affordable small business commercial space, and help maintain housing stock that is currently occupied. This could be accomplished in one of three ways: revisions to the currently applicable zone district, creation and application of a new zone district, or creation of an overlay zone that corrects the out-of-scale standards.

**Option 2: Invite Neighborhoods into the Zoning Process.** The second change in how we use zoning is found in the process of correcting the existing zoning. The Planning for Equity Policy Guide includes a list of community engagement and empowerment policies that can be met in the creation of a thoughtful community outreach process to create and apply new zoning regulations, either for a specific neighborhood or for a group
of areas that might be subject to gentrification. One of the big problems with outreach in zoning is that engagement takes place too late in the process. If planners do not engage with the members of a neighborhood until the mandatory public hearing prior to adoption, they have missed the opportunity to collect input and feedback during the drafting process that will make the zoning update meaningful. An excellent starting place for considering how to more fully engage a community in a zoning process can be found in the PAS Report Planning with Diverse Communities (Garcia et al. 2019).

Environmental Justice

The U.S. Environmental Protection Agency defines environmental justice as: “[t]he fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies” (2019). In very broad terms, development practices related to housing, land use, infrastructure, and sanitation have resulted in lower-income neighborhoods being “overburdened by pollution” (Eley 2016). That summary is rather euphemistic—the outcome of being overburdened by pollution was the end result of zoning approvals that allowed both developers and decision makers to walk down the path of least resistance when it came to oversight of both difficult and important projects.

Environmental laws in zoning are triggered primarily in the placement of polluting or hazardous uses (facility siting), but also in requirements for and investments in stormwater management, and in the provision of water and sewer infrastructure. There is a significant body of scholarly work on the issue of environmental justice. And, like many planning-related issues, a great deal of thought has been devoted to policy approaches to achieving environmental justice and not as much effort is placed into converting those policies to regulatory strategies.

Two changes to how we identify the districts in which uses are permitted might be helpful in support of more equitable outcomes. The first change is to tighten up, clearly define, and specifically limit the uses permitted by right in heavy commercial and industrial districts. The second change is to refine the conditional (or similar) use review process to specifically include equity review criteria.

Option 1: Take a More Specific Approach to Allocating Industrial Uses in the Use Table. The current best practice for use allocation in zoning codes (yes, there is one) is to broadly define use categories and permit the full range of uses in a general category in a district. For example, we no longer list beauty shops, barber shops, and laundromats as permitted uses, instead allowing all of these uses in the category of “personal services.” Many similar uses have nearly identical planning impacts, and there is no reason to list all of them in a zoning code when the substitution of one use for another in a given location will not matter, as is the case for most retail or personal service uses. This is not the outcome, though, when considering heavy impact and industrial uses.

The range of impacts for substituting industrial uses can be much wider, so the uses should be considered more carefully. A typical heavy industrial district might allow “heavy industrial uses” by right, which could range from a contractor’s service yard to a waste incineration plant. While many communities have spent years refining use tables to distinguish antique stores from flea
markets from art galleries, many do not give that level of attention to industrial uses until somebody wants to open a landfill.

To change this approach, we first need to identify the “major impact” that the community wants to regulate, which could be either (1) the individual industrial uses or (2) the types of impacts that a use could produce (e.g., water pollution, air pollution, or ground vibration). Then for each major impact item, we would establish use-specific and location-specific standards that would reflect our equity criteria. These should be objective, measurable criteria that are uniformly applicable and should be designed to address new major uses and changes to major uses.

For example, the zoning code could include criteria such as: “No neighborhood (or area with a 10-mile radius) will be burdened with more than one major impact use,” or “Existing residential, mixed use, or commercial zoning may not be rezoned heavy industrial for the purpose of locating a major impact use,” or “Structural changes to nonconforming major uses require at least 50 percent of the nonconformity to be brought into conformance with current regulations.”

Another option for better allocating uses is to make major impact uses subject to conditional (or whatever the higher level of use review is called in your jurisdiction) and then add equity criteria to the conditional use process. Again, this needs to be specific and measurable criteria, like those described in the previous paragraph, not a general policy statement like “Ensuring equitable distribution is a preferred result.” There are communities who do not have review criteria included in their conditional use review process; consider this a gentle reminder that adding review criteria is beneficial to helping decision makers avoid a challenge of arbitrary decision making. The second gentle reminder is that once the review criteria are in place, they need to be used consistently.

**Option 2: Identify Opportunities to Improve Conditions Over Time.** If zoning has a secret superpower, it is the ability of future zoning to require improvements in past zoning approvals. This weird time machine aspect of zoning is very much overlooked and underutilized and is usually lost somewhere in the nonconformity regulations. Why? Despite what we are all taught in planning school—when a community identifies a use or structure as a nonconformity it will “go away” over time—the reality is that nonconformities rarely go away. Instead they become frozen in time. Nonconforming status, especially for a structure, makes it hard for property owners to maintain, redevelop, and reinvest in the property.

Instead of designating a use or structure as nonconforming when new or revised regulations are adopted, communities have the option of taking a more flexible approach, requiring the owner to bring the use or structure into partial or complete compliance with the new regulations at any point that a new zoning or building approval is issued for the site. Sometimes called trigger provisions or proportionate compliance requirements, a zoning code can include the requirement that if a property owner is doing “x” amount of work on the site, the site will be brought into “x” amount of compliance with new or changed regulations. This approach is seen most often as applied to parking or landscaping standards, but it can be applied much more extensively. In an environmental justice context, it could be used to address on-site improvements, such as increased buffering, or off-site impacts, such as improving streets that have been degraded by heavy truck traffic.

This approach is incremental in nature and may not lead to change quickly (unless it is teamed with a funding source, such as some of the brownfields programs), but it is at least a pathway to change rather than a guarantee of no change. If a community uses both of the suggested environmental justice updates to the zoning code in tandem—establishing a more detailed set of standards and requiring incremental improvements to conditions over time—there will be a more complete record of the requirements that were approved for the use and structure originally so that each change will be easier to document and to attach appropriate updated standards.

**Climate Change and Resilience**

The Planning for Equity Policy Guide states that “[c]limate change means that planners and the populations for whom we plan will be confronted with hazardous conditions, repetitive losses, and shocks that may not be endurable.” Rethinking how we create communities to work with this new reality is referred to as climate resilience, and it has a slightly more positive spin on our climate-impacted future. Equity and climate resilience planning share a need to understand and address how our vulnerable, low income, and marginalized community members will be impacted by climate change.

**Option 1: Compact Development Addresses Multiple Climate Resilience Considerations.** Old school and still cool. Literally, in this category. Requiring compact development (preferably higher density and mixed use) is a best practice for climate resilience to address wildfire, extreme heat events, drought, and when designed in conjunction with low impact development stormwater standards, extreme precipitation events. What is the benefit to compact development? Keeping the structures closer together allows more opportunity to design for community-based approaches to some of events that climate resilience plans for, such as extreme heat. Compact development can be easier and more efficient to shade with either structures or trees; can more easily spread the benefit from small-scale alternative energy, such as wind or solar that could still work during a utility brownout; and may require less overall pavement, limiting the overall heat island effect. Some research has shown that compact development gives off less heat energy to the surrounding air than more dispersed development (EPA 2001).

Newly constructed compact developments can also benefit from the use of cool and energy saving construction materials.

Nice from an environmental perspective, and also nice from an equity perspective. Compact development is typically more walkable than sprawl, meaning that vehicle ownership may not be necessary where work and day care are within walking distance. A network of compact development is also easier to serve with public transportation. Mixed use, compact development can also be designed to include emergency community cooling centers, such as a theater or community center, for those who do not have air conditioning, along with medical facilities and local emergency services. And while this article is not focused on affordable housing, research seems to show that compact development may support the expansion of housing opportunities in a community.

Compact development can be encouraged through zoning by the creation of a
compact or mixed-density/mixed use zone district type and through the use of form-based code. Compact development requires the creation of smaller lots, reduction of setbacks or the use of build-to lines, and increases to maximum heights to accommodate taller structures.

Depending on your local zoning code, the overall lot coverage standards may also need to be adjusted. More than just encouraging compact development, it can also be incentivized through expedited development approvals, height or square footage bonuses for mixed use development, and public-private partnerships to address infrastructure costs.

**Option 2: Quantify the Positive Returns of Green Spaces in Our Built Environment.**

Climate resilience requires changes to our built environment and incorporating more of our natural environment into our communities is very beneficial. Trees, in particular, are excellent climate multitaskers.

And while the trees are keeping things cooler, communities can also consider the use of strategically placed “non-built” spaces that are enjoyable when the weather is nice and functional for stormwater and flood mitigation when the weather is less pleasant. Good landscaping standards that include native and xeric plans materials combined with water conserving irrigation standards help landscapes live through periods of drought. Overall, landscaping approaches can be adapted to address just about every category of climate resilience, including extreme heat, wildfire, flooding, drought, and extreme precipitation.

Incorporating improved landscaping, public places (hardscape), public parks (greenspace), and trails into a community can also help accomplish some of the public spaces and places policies in the Planning for Equity Policy Guide. In many communities, significant changes to the overall amount of landscaped area and park space that citizens experience during their daily routines could be accomplished through revisions to landscape standards that focus on street trees, perimeter landscaping, and parking lot landscaping. Changes to landscape regulations are not nearly as challenging to draft as the changes to the use standards described in the environmental justice section would be, but this approach does not seem to be front line in the equity discussion. Experience tells me that this is because green spaces and public spaces are one of the first things that are negotiated out of a development approval in communities that place low value on these amenities. Many developers see trees and landscaping as an afterthought that is completed last. Some business owners dislike trees because they block signs, and public-sector staff often find landscaping regulations difficult to enforce because landscaping is not the enforcement officer’s area of expertise. And where development negotiation is taking place during the town council meeting, decision makers often believe that the site landscaping is pretty but not functional, so it becomes a bargaining chip in the design negotiations.

Cue the Lorax, in the form of identifying and quantifying the positive financial returns of green space to a community. There is no rule that zoning has to be adopted without education or commentary, and providing local decision makers with an education about the measurable benefits of landscaping can be very eye-opening. The economic benefit of trees can be found in numerous studies, such as the study that showed Berkeley, California; Bismarck, North Dakota; Cheyenne, Wyoming; Fort Collins, Colorado; and Glendale, Arizona spend $13–$65 annually per tree, but experienced benefits of $31–$89 per tree (McPherson et al. 2005).

Similarly, The Trust for Public Land did a study that shows parks can be valued in multiple ways, including increases to surrounding property values, tourism value, direct use value, health value, community cohesion value, reduced costs for stormwater management, and removal of air pollution (Harnick and Welle 2009). Portland, Oregon, went one step further and prepared a detailed study about a more equitable urban forest that took a GIS-based look at the relationship between tree canopy and neighborhood composition. The study team found a measurable correlation between tree canopy and income, shown in the illustration below (Portland Parks & Recreation 2018).

So if the cost/benefit of trees, parks, and public spaces has been studied for years and is valuable information, why isn’t this information included in zoning codes? This is most likely because zoning is legal in nature and older zoning codes still read like legislation. This is one place where old-school is problematic.

A more helpful approach to a thoughtful decision-making process might instead be to incorporate relevant information into
the zoning code through purpose or intent statements. The purpose statement(s) can be both simple and meaningful, such as “we recognize both the quality of life and financial benefits provided to our community by conserving the existing tree canopy.”

**ZONING EQUITY NEXT**

Incorporating equity considerations into zoning codes is not a new idea but it is not yet a well-defined idea and is probably hampered by a narrow understanding of how zoning can work. As more communities incorporate equity policies into their comprehensive plans, we hope to see planners take the next step and convert the policies into standards and regulations. This needs to include a more critical look at both the inputs and outcomes of zoning.

Achieving more equity will require planners to focus more on the neighborhood building and supporting functions of zoning than the use-separating function. This might mean creating new zone districts that mix structures and uses at a range of scales; undertaking a targeted, proactive rezoning process in neighborhoods that could be harmed through gentrification; making zoning processes more inclusive; and, yes, rethinking the use section of the zoning regulations.

Zoning is not only not broken, it can be a very powerful tool to achieve equity outcomes if it is reprogrammed correctly.

**REFERENCES**


Athens-Clarke County (Georgia), City and County of. 2018. 2018 Comprehensive Plan. Available at athensclarkecounty.com/844/Comprehensive-Plan.


**ABOUT THE AUTHOR**

Elizabeth Garvin, AICP, is a planner, attorney, and the founding principal of Community ReCode in Denver. Her personal elevator speech is that she drafts zoning codes for cities and counties across the country. Her work has included traditional and FBC/hybrid zoning codes, topic-specific regulations such as sustainable design practices, zoning and diplomacy along urban growth boundaries, and sign codes. Prior to starting Community ReCode, Garvin was the planning director for a corporate consulting practice, practiced law, and worked as a senior staff member at a boutique planning firm. She is an advisory board member for the Rocky Mountain Land Use Institute. She thanks Don Elliott, FAICP, for inviting her to participate in the APA NPC19 Bettman Symposium session that led to this article and Bob Freilich for many lessons about the possibilities embedded in zoning law.
IS YOUR ZONING PROMOTING EQUITABLE DEVELOPMENT OUTCOMES?
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
16.c

Subject:
For Possible Action – Lyon County Community Development Department - Review, proposal and Discussion regarding an amendment to Title 15 – An Ordinance Amending Lyon County Code Title 15, Chapter 349 Planned Unit Development (PUD) amending the calculation of allowable residential density based on net acreage to gross density.

Summary:
See attached Memorandum

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Staff Memo
- Draft Ordinance Title 15 Land Use & Development Code Amendment PUDs
MEMORANDUM

TO: Lyon County Board of Commissioners
FROM: Rob Pyzel, Senior Planner
SUBJECT: For Possible Action: Review and Discussion revisions to Lyon County Code Title 15, Chapters 15.349 – Planned Unit Development (PUD); to amend calculation of allowable residential density based on net acreage to gross acreage.
DATE: August 5, 2021

Background:
On November 1, 2018 the Board of County Commissioners adopted Title 15, a comprehensive land use and development code that had been in development for four and one-half years with four different editors.

On September 19, 2019 the Board of Commissioners adopted numerous minor amendments to Title 15 in order to correct and clarify several items and issues that had become apparent to staff in the time since adoption of Title 15 in November 2018.

On January 4, 2021 County Commissioner Keller requested a reoccurring agenda item be placed on the Board of Commissioners’ agendas to give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto on their regularly scheduled meetings.

In continuing to work with the adopted land use and development code and the public, staff anticipates that minor amendments would need to be brought forward in order to correct and clarify items and issues that had become apparent as staff continued to work with the adopted land use and development regulations.

At their July 13, 2021 meeting, the Planning Commission voted to recommend approval 6-0 (6 ayes; 1 absent – Allan)

Overview:
In ongoing discussions with staff, the development community and the Board of Commissioners regarding the proposed Title 15 amendments to the NR and NR-H zoning districts, staff became aware that the current language in Section 15.349.03 (D) contained the following language:

“D. Density: The allowable residential density shall be established for the subject property, using the net density acreage as defined in chapter 1200 of this title, appendix A. An increase in residential density above the maximum residential density allowed in the existing underlying zoning district may be proposed and can be permitted. The applicant must mitigate increased density, and the level of mitigation shall increase as the proposed density increases. At a minimum, the applicant must explain how the increase can be offset through provision of usable open space and amenities, innovative site design, architectural variety, and quality of construction or promulgates a master plan goal/policy/strategy and demonstrate that any adverse impacts can be mitigated. If the PUD is to be developed in phases, the County may allow for a greater concentration of density or intensity of land use within a section of the development as long as the increase is offset by a reciprocal decrease in density or intensity of land use in any completed prior section of
development or by an appropriate reservation of common open space on the remaining land by a grant of permanent protective easement as proscribed in subsection 15.340.08 (A) (4) of this title or by covenant in favor of the County."

Staff would point out that the current PUD language allows an applicant to propose an increase in the overall residential density in a PUD application above what the underlying zoning would allow as long as the applicant proposes some form of mitigation that offsets the proposed increase in residential density including: “… the increase can be offset through provision of usable open space and amenities, innovative site design, architectural variety, and quality of construction or promulgates a master plan goal/policy/strategy and demonstrate that any adverse impacts can be mitigated.”

Chapter 15.1200.05: Part 2 includes the definitions of both net and gross acreage:

“ACRE, GROSS: A gross acre consists of forty three thousand five hundred sixty (43,560) square feet of land, and includes any public streets and alleys or other rights-of-way or easements.

Gross Acreage (shaded area)

ACRE, NET: A net acre consists of forty three thousand five hundred sixty (43,560) square feet of land, exclusive of any public streets and alleys or other rights-of-way, but inclusive of public utility, drainage, or irrigation maintenance easements. Unless otherwise stated, "acre" means "net acre" wherever used in this title.
Net Acreage (shaded area)"

In determining the maximum amount of residential density for Planned Unit Development (PUD) applications, the code currently requires this determination to be based on the net acreage and the underlying existing zoning, removing proposed (not existing) public rights-of-way from the acreage used to calculate the maximum residential density from the calculation as shown in the net acreage illustration above.

Within the proposed zoning text amendment, staff proposes to change the amount of acreage used to calculate the residential density allowed for a Planned Unit Development application to be based on the underlying zoning and the gross acreage of the project site.

Currently, the Lyon County Land Use and Development Code has two sets of residential development standards, rural and suburban. The rural residential development standards for residential zoning between 20 acres to 5 acres (RR-20, RR-10 and RR-5) as determined by gross acreage while all of the zoning districts (rural and suburban) requiring less than 5 acres minimum lot sizes use net acreage.

With PUD applications, there is a requirement contained in Section 15.249.03 (1) that the PUD application demonstrate the provision of a minimum of twenty percent (20%) of the total development site as open space:

"15.349.03: STANDARDS AND CRITERIA:
The following standards and criteria shall govern PUD proposals within Lyon County:

1. Open Space: The minimum amount of area to be designated and preserved as common open space in any planned unit development shall be twenty percent (20%). Each planned unit development proposal shall identify all areas proposed as common open space meeting the requirements contained in section 15.340.08 of this title. Where a decrease in the required common open space is proposed the applicant shall provide a detailed justification addressing the criteria for exception to the common open space requirement outlined in subsection M of this section. For nonresidential development the common open space requirement can be met by providing a minimum of twenty percent (20%) of the development as landscaped area, which exceeds the minimum standards imposed.

   1. Usable common open space in residential PUDs shall be sited and improved to provide active recreational amenities intended to provide appropriate opportunities for physical activity and interaction among residents within the development. Except where inventoried significant natural resources or Flood Hazard Zone are present on site, one hundred percent (100%) of the required usable common open space area shall be improved for active or passive recreational use. Usable common open space in Rural Character Areas of Lyon County may retain agricultural/ranching uses, operations and related support structures to continue the agricultural/ranching uses subject to a restrictive covenant recorded on the common open space areas outlining the remaining agricultural/ranching uses and activities to continue on the open space areas while extinguishing any residual development rights from the designated open space areas.

   2. Development within Historic Character Areas shall provide usable common open space improvements which enhance the pedestrian environment and are appropriate to these higher density areas. Such improvements may include, but are not limited to, the following: hardscaped courtyards; weather canopies; water features and drinking fountains; benches or low walls with seating areas; free-
standing planters; play structures; public art or other pedestrian space or design features integrated into the overall design of the development.

3. Open space deemed unusable shall be placed under permanent protective easement as proscribed in section 15.340.08 of this title, with evidence provided at the time of application that the proposed easement holder has or will accept the easement and perpetual management and maintenance as required by section 15.340.08 of this title.

When taken into consideration with the current requirement that PUD applications base their residential density on the net acreage (removing the public rights-of-way to be installed) as well as provide a minimum of twenty percent (20%) of the gross acreage of the development site, complying with the maximum allowed density of the existing underlying zoning limited the residential density development potential. While there is a remedy outlined in Section 15.239.03 (D) as emphasized by staff above, there may be instances where this cannot be addressed by the options listed in this section of the current code.

If you have any questions, please contact me either by telephone at (775) 463-6592; X-2473 or by e-mail at rpyzel@lyon-county.org.

Thank you.
SUMMARY:  AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15 – LAND USE AND DEVELOPMENT CODE; CHAPTER 349 – PLANNED UNIT DEVELOPMENT (PUD); TO AMEND THE RESIDENTIAL DENSITY CALCULATION FROM NET ACREAGE TO GROSS ACREAGE OF A SUBJECT PROPERTY; AND OTHER MATTERS PERTAINING THERETO.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, THE LYON COUNTY LAND USE AND DEVELOPMENT CODE; CHAPTER 15.349 TO AMEND THE RESIDENTIAL DENSITY CALCULATION FROM NET ACRES TO GROSS ACRES OF A SUBJECT PROPERTY; AND OTHER MATTERS PROPERLY RELATED THERETO.

Explanation: Matters underlined and in blue are new or added language; matters struck out and in red are deletions or removed language.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

Section 1. The Lyon County Land Use and Development Code, Title 15, Chapter 15.349.03 is hereby amended as follows:

15.349.03: STANDARDS AND CRITERIA:

The following standards and criteria shall govern PUD proposals within Lyon County:
A. Proposed Uses: The use (or uses) proposed is (are) consistent with the goals and policies of the Lyon County Comprehensive Master Plan.
B. Site Area: The minimum site area required for a proposed PUD is five (5) acres. The tract or tracts of land included in a proposed PUD must be in a single ownership or under the development control of a joint application of owners or authorized agents of the property involved.
C. Design: The PUD will comply with the Lyon County Design Criteria and Improvement Standards and specifications contained in appendix B on file in the County.
D. Density: The allowable residential density shall be established for the subject property, using the net gross density acreage as defined in chapter 1200 of this title, appendix A. An increase in residential density above the maximum residential density allowed in the existing underlying zoning district may be proposed and can be permitted. The applicant must mitigate increased density, and the level of mitigation shall increase as the proposed density increases. At a minimum, the applicant must explain how the increase can be offset through provision of usable open space and amenities, innovative site design, architectural variety, and quality of construction or promulgates a master plan goal/policy/strategy and demonstrate that any adverse impacts can be mitigated. If the PUD is to be developed in phases, the County may allow for a greater concentration of density or intensity of land use within a section of the development as long as the increase is offset by a reciprocal decrease in density or intensity of land use in any completed prior section of development or by an appropriate reservation of common open space on the remaining land by a grant of
permanent protective easement as proscribed in subsection 15.340.08A4 of this title or by covenant in favor of the County.

E. Bulk Requirements: Building and parking area setbacks, minimum lot area, lot coverage and building height must conform to the requirements of the equivalent zoning district or the existing underlying zoning for a majority of the PUD unless deviations from those underlying zoning development standards are proposed, considered and approved as a part of the review process. Any such deviation(s) must be justified by the applicant by addressing the allowable modifications contained in chapters 340 through 349 of this title where appropriate, and the exceptions criteria of subsection M of this section.

F. Commercial Design: Commercial building placement and architectural design shall conform to the intent of chapter 360 of this title, commercial design standards.

G. Residential Design: Multi-family housing placement and design shall conform to the intent of chapter 348, "Multi-Family Residential Design Standards", of this title.

H. Parking: Parking shall be provided as required by chapter 401 of this title, parking and loading. Further reductions in the amount of parking to be provided may be proposed by the applicant but shall be approved only if they meet the exceptions criteria of subsection M3 of this section.

I. Open Space: The minimum amount of area to be designated and preserved as common open space in any planned unit development shall be twenty percent (20%). Each planned unit development proposal shall identify all areas proposed as common open space meeting the requirements contained in section 15.340.08 of this title. Where a decrease in the required common open space is proposed the applicant shall provide a detailed justification addressing the criteria for exception to the common open space requirement outlined in subsection M of this section. For nonresidential development the common open space requirement can be met by providing a minimum of twenty percent (20%) of the development as landscaped area, which exceeds the minimum standards imposed.

1. Usable common open space in residential PUDs shall be sited and improved to provide active recreational amenities intended to provide appropriate opportunities for physical activity and interaction among residents within the development. Except where inventoried significant natural resources or Flood Hazard Zone are present on site, one hundred percent (100%) of the required usable common open space area shall be improved for active or passive recreational use. Usable common open space in Rural Character Areas of Lyon County may retain agricultural/ranching uses, operations and related support structures to continue the agricultural/ranching uses subject to a restrictive covenant recorded on the common open space areas outlining the remaining agricultural/ranching uses and activities to continue on the open space areas while extinguishing any residual development rights from the designated open space areas.

2. Development within Historic Character Areas shall provide usable common open space improvements which enhance the pedestrian environment and are appropriate to these higher density areas. Such improvements may include, but are not limited to, the following: hardscaped courtyards; weather canopies; water features and drinking fountains; benches or low walls with seating areas; free-standing planters; play structures; public art or other pedestrian space or design features integrated into the overall design of the development.

3. Open space deemed unusable shall be placed under permanent protective easement as proscribed in section 15.340.08 of this title, with evidence provided at the time of application that the proposed easement holder has or will accept the easement and perpetual management and maintenance as required by section 15.340.08 of this title.

J. Connectivity: Planned unit developments shall provide vehicular, bicycle, pedestrian or equestrian connections to adjacent and nearby residential areas, transit stops, neighborhood activity centers and other neighborhood facilities in the following manner:
1. In PUDs that are five (5) acres or more in size, full street connections with spacing of no more than six hundred feet (600') between these connections shall be provided except where barriers such as topography, railroads, or pre-existing development prevent their construction.

2. Within PUDs in which full street connections are not possible, bicycle and pedestrian connection on public easements or rights-of-way shall be provided with spacing of no more than four hundred feet (400') between connections except where barriers such as topography, railroads, or pre-existing development prevent their construction.

3. In PUDs, opportunities to incrementally extend and connect proposed new streets with existing streets in adjacent or nearby areas shall be considered in addition to addressing street connectivity recommendations shown on the County-Wide Integrated Roadway Network Maps contained within appendix B of the Lyon County Comprehensive Master Plan on file in the County.

4. The use of cul-de-sac designs and closed street systems shall be limited to circumstances in which barriers such as topography, railroads, arterial highways, or pre-existing development prevent full street extensions. When permitted, cul-de-sacs shall have a maximum length of two hundred feet (200') and shall serve no more than twenty-five (25) dwelling units.

5. Narrow street designs for local streets may be permitted with approval of the County Engineer, Road Superintendent and Fire Chief of the local Fire Protection District, provided that other minimum dimensional requirements are met for travel lanes, bike lanes, parking lanes and sidewalk widths or other suitable alternative facilities (such as grade-separated bike lanes and sidewalks, designated parking areas, etc.) are provided.

6. Where site conditions are favorable to stormwater infiltration "green streets" designs may be utilized. Permissible design elements and facilities include, but are not limited to, minimizing paving and/or using pervious paving materials, maximizing street tree coverage, using multi-functional open drainage systems in lieu of more conventional curb-and-gutter systems, reducing cul-de-sac radii and using vegetated islands in the center, and minimizing the negative effects of stream crossings.

K. Employment Or Commercial Designations: Planned unit development in areas designated employment or commercial on the Lyon County Comprehensive Master Plan Map may allow mixed industrial, commercial, and residential uses subject to the following:

1. The site proposed for the PUD is not less than twenty (20) gross acres in size.

2. The PUD preliminary development plan shall indicate the approximate size, general location, and character of use of all areas of the site which the applicant designates for uses other than those allowed by the Lyon County Comprehensive Master Plan Map and this title.

L. Buffers: Planned unit developments shall establish adequate buffer zones between dissimilar uses within the development and between dissimilar uses and/or densities exterior to the planned unit development. Special design considerations such as height controls, density controls, architectural modifications, and landscaping buffers shall be incorporated in any portion of the development which adjoins a previously approved land use or division of land.

M. Exceptions:

1. Building Setback Or Yard Requirements: The commission may grant an exception to the dimensional building setback or yard requirements of the applicable standards based on findings that the approval will result in the following:

   a. No adverse effect to adjoining properties in terms of light, air circulation, noise levels, privacy, and fire hazard.

   b. At least one of the following:

      (1) A more efficient use of the site;
(2) The preservation of natural features which have been incorporated into the overall design of the project;

(3) Safe vehicular and pedestrian access to the site and safe on-site vehicular and pedestrian circulation.

In the instance where adjoining properties to the planned unit development are zoned Residential, all structures within the PUD shall be set back from adjoining properties to the minimum setback or yard required in the underlying zone.

2. Building Height: The commission may grant an exception to the applicable height requirements for a specified and defined area within the PUD, based on findings that:
   a. The applicant provides a compelling land use reason that would necessitate additional building height; and
   b. Solar access is maintained to existing solar energy devices on adjacent property.

3. Parking: The commission may grant an exception to the off-street parking dimensional and minimum number of space requirements of the applicable standard based on findings that the approval will result in one of the following:
   a. An exception which is not greater than ten percent (10%) of the required parking.
   b. At least one of the following:
      (1) A proposed use which is designed for a specific purpose, is intended to be permanent in nature (for example, a nursing home), and has a low demand for off-street parking;
      (2) An opportunity for sharing of parking including written evidence that the property owners will enter into a binding legal agreement (e.g., a joint non-concurrent parking agreement);
   (3) Public transportation is available to the site.

4. Open Space: The commission may grant a reduction to the minimum open space requirements of this section upon a finding that:
   a. The development is within one-fourth (1/4) mile (measured in actual walking distance) of a publicly accessible active open space area such as a regional open space area or a regional public park; or
   b. Additional amenities are provided in perpetuity to the residents that are determined to sufficiently compensate for the loss of open space are included in the PUD and available to all lots and users of the PUD.

5. Density: The commission may grant an exception to allow an increase from the maximum density of the underlying zone, up to a maximum of one hundred twenty percent (120%) of the underlying density, upon finding that:
   a. Existing and proposed streets and pedestrian/bicycle systems within and connecting to the development are adequate to support the proposed density;
   b. Existing and proposed water, sanitary sewer and storm drainage facilities within and connecting to the development are adequate to support the proposed density;
   c. The increase does not necessitate unnecessary topographic alterations or impact significant natural resource areas;
   d. The development will provide usable common open space and other amenities of exceptional quality or quantity, especially active recreational areas; and
   e. The additional density will be located internal to the project in a manner which decreases the visual impact on adjacent properties.

In addition to findings in subsections M5a through M5e of this section, the commission also finds that:
   f. The development demonstrates innovative site design, outstanding architectural variety, and quality of construction;
   g. The development demonstrates a high level of compliance with habitat friendly, low impact development practices;
h. The development demonstrates a high level of compliance with recognized practices for sustainable development, such as (but not limited to) the following: lot and structure orientation for passive and/or active solar energy use; covenants ensuring maintenance of future solar access; use of wind turbines or wind collectors for power generation or passive ventilation; provision of community greenhouses, gardens, or orchards; use of water conserving landscaping; use of stormwater harvesting or diversion for irrigation; enhanced tree plantings; and use of green roofs; or

i. The development would provide for the implementation of a master plan goal in a significant manner (e.g., provides that a quarter of the proposed residential units are to be reserved to address the County’s need for affordable workforce housing).

N. Existing Projects: Existing projects may be considered for planned unit development if, in the opinion of the Director, they do not pose any health, safety or welfare problems and can comply with the minimum acreage, open space and amenities requirements of a new planned unit development proposal.

O. Land Dedication: Any land or interest therein within a planned unit development may be dedicated to the County or school district for public use and maintenance, although the County or school district is under no obligation to accept such dedication. In no event does land dedicated to and accepted by the County or school district constitute common open space for the purposes of this chapter.

Section 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

Section 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

THIS RESOLUTION was proposed on the ___ day of ________, 2021 by the following County Commissioner(s): _____________.

THIS RESOLUTION has been PASSED, ADOPTED and APPROVED this ___ day of ________, 2021 by the following vote of the Board of County Commissioners, Lyon County:

AYES: __________________________________________

NAYS: __________________________________________

ABSENT: _________________________________________

ABSTENTIONS: ___________________________________
Board of County Commissioners
Lyon County

By: Chairman

Attest:

Clerk of the Board
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
16.d

Subject:
For Possible Action – Lyon County Community Development Department – Review, proposal and Discussion regarding an amendment to Title 15 – An Ordinance Amending Lyon County Code Title 15, Chapter 203 Variances amending the authority of the final decision on a major variance application from the Planning Commission to the Board of Commissioners.

Summary:
See attached memorandum

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
•  - Staff Memo
•  - Draft Ordinance Title 15 Land Use & Development Code Amendment Variances
MEMORANDUM

TO: Lyon County Board of Commissioners
FROM: Rob Pyzel, Senior Planner
SUBJECT: For Possible Action: Review and Discussion revisions to Lyon County Code Title 15, Chapters 15.203 – Variances; to amend the final decision-making body for major variance applications from the Planning Commission to the Board of Commissioners.
DATE: August 5, 2021

Background:
On November 1, 2018 the Board of County Commissioners adopted Title 15, a comprehensive land use and development code that had been in development for four and one-half years with four different editors.

On September 19, 2019 the Board of Commissioners adopted numerous minor amendments to Title 15 in order to correct and clarify several items and issues that had become apparent to staff in the time since adoption of Title 15 in November 2018.

On January 4, 2021 County Commissioner Keller requested a reoccurring agenda item be placed on the Board of Commissioners’ agendas to give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto on their regularly scheduled meetings.

At their July 13, 2021 meeting, the Planning Commission voted to recommend denial of the code amendment 6-0 (1 absent – Allan).

Overview:
At the same January 4, 2021 Board of Commissioners meeting, Commissioner Henderson requested an amendment to Title 15 that would change the final decision-making body for major variance applications from the Planning Commission to the Board of Commissioners. Below is a snapshot of the approved January 4, 2021 BOC Minutes:

As the BOC minutes reflect (as well as staff’s recollection of all of the discussion of this agenda item), Commissioner Henderson did not state a specific reason as to his request to bring forward this Title 15 amendment at the January 4, 2021 BOC meeting.
If you have any questions, please contact me either by telephone at (775) 463-6592; X-2473 or by e-mail at rpyzel@lyon-county.org.
SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15 – LAND USE AND DEVELOPMENT CODE; CHAPTER 203 – VARIANCES; TO AMEND THE FINAL DECISION-MAKING BODY FROM THE PLANNING COMMISSION TO THE BOARD OF COMMISSIONERS; AND OTHER MATTERS PERTAINING THERETO.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, THE LYON COUNTY LAND USE AND DEVELOPMENT CODE; CHAPTER 15.203 TO AMEND THE FINAL DECISION-MAKING BODY FOR MAJOR VARIANCES FROM THE PLANNING COMMISSION TO THE BOARD OF COMMISSIONERS; AND OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

**Section 1.** The Lyon County Land Use and Development Code, Title 15, Chapter 15.203.05 is hereby amended as follows:

15.203.05: PROCEDURES FOR MAJOR VARIANCE:

A. The Director must submit a report to the Board containing the County staff's findings and recommendations on each application for a major variance in the manner provided in chapter 3 of this title.

B. The Board must hold a public hearing not later than sixty five (65) days after the application has been deemed complete. Published and personal notice of the public hearing must be given in the manner provided in chapter 9 of this title. The public hearing must be conducted in accordance with chapter 10 of this title.

C. When a variance is associated with an application that requires a hearing by the Board or on appeal, the application shall be processed in accordance with chapter 7 of this title.

**Section 2.** The Lyon County Land Use and Development Code, Title 15, Chapter 15.203.06 is hereby amended as follows:

15.203.06: FINDINGS FOR VARIANCES:

A. Minor Variance Findings: The Director must not approve a minor variance unless undue hardship is self-evident and the following findings are made:

1. The granting of the variance will not substantially impair the intent and purpose of this title or the goals, policies and objectives embodied in the master plan;

2. The variance is not requested exclusively on the basis of economic hardship to the applicant; and

3. The variance does not result in the establishment of a use not permitted within the specific zoning district.
B. Major Variance Findings: The commission Board must not approve a major variance unless it finds that:

1. By reason of exceptional narrowness, shallowness, or shape of the property in question, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the property in question, the strict application of the provisions of this title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the applicant;

2. The circumstances or conditions do not apply generally to other properties in the same land use district; and

3. The granting of the variance will not result in material damage or prejudice to other properties in the vicinity, substantial impairment of natural resources or be detrimental to the public health, safety and general welfare.

Section 3. The Lyon County Land Use and Development Code, Title 15, Chapter 15.203.07 is hereby amended as follows:

15.203.07: DECISION ON VARIANCE:
The commission Board must approve, conditionally approve or deny the application for major variance. The commission Board may impose conditions in accordance with chapter 8 of this title and section 15.203.08 of this chapter. Appeal of the Board’s decision must be to the Board in accordance with chapter 12 of this title. The Board is the final decision maker.

Section 4. The Lyon County Land Use and Development Code, Title 15, Chapter 15.203.08 is hereby amended as follows:

15.203.08: LIMITATIONS ON VARIANCE:
A. No minor or major variance shall be granted that allows a land use prohibited in the zoning district in which it is located or that changes any boundary of the district, nor shall any variance be granted that changes the density of residential use or that changes the intensity of non-residential use. Any variance so granted is null and void, and any activities undertaken pursuant to such variance must be deemed in violation of this title.

B. The commission Board, in approving a major variance, and the Director, in approving a minor variance, must impose the following conditions:

1. Where no other discretionary permit is required, the variance will expire and become null or void if the project does not comply with the provisions of chapter 13 of this title, expiration of approved permits.

2. Where approved concurrent with another discretionary permit, the variance shall run with the time established for the other permit; and

3. Conformance to plans approved as a part of the variance.

C. No variance shall be granted which alters or modifies the procedures under chapters 1 to 199 of this title.

Section 5. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

Section 6. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are hereby repealed.
Section 7. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

THIS RESOLUTION was proposed on the ___ day of __________, 2021 by the following County Commissioner(s): ____________.

THIS RESOLUTION has been PASSED, ADOPTED and APPROVED this ___ day of __________, 2021 by the following vote of the Board of County Commissioners, Lyon County:

AYES: ___________________________________________________________________
NAYS: ___________________________________________________________________
ABSENT: ___________________________________________________________________
ABSTENTIONS: ___________________________________________________________________

Board of County Commissioners
Lyon County

By: Chairman

Attest:

Clerk of the Board
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
17.a

Subject:
For Possible Action: Accept resignation from Donnette Huselton from the Smith Valley Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Donnette Huselton, Letter of Resignation
resigning
1 message

Donnette <donnettebooks@gmail.com>
To: Erin Lopez <elopez@lyon-county.org>

Wed, Jul 7, 2021 at 12:21 PM

Please use this email as my resignation from the Smith Valley and Cemetery board. I will not sit on a board that is hostile. The board has become hostile over the past year. As well as the minutes have not been downloaded to the county website, so you don't know what is right or wrong. There have been several open meeting violations on this board that has not been addressed.

Thank You

Donnette Iluselton
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
17.b

Subject:
For Possible Action: Accept resignation from Rachel Henderson from the Silver City Advisory Board and the Central Lyon County Parks Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Rachel Henderson, Letter of Resignation
Hello Erin,

I am writing to notify you that after careful consideration, I need to withdraw from my role in both the Silver City Citizen Advisory Board and the Lyon County Parks Advisory Board. I can no longer keep up with the responsibilities of these volunteer positions in addition to working and preparing for our first baby.

I so appreciate your help and guidance through the years. Let me know if there's anything else I need to do to finalize this; I was planning on attending tonight's meeting and making it my last one.

All the best,

--

Rachel (Lainey) Henderson
Thriving Roots, NVMT #9625
(775) 443-6167
www.thrivingrootswellness.com
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
17.c

Subject:
For Possible Action: Appoint a member to the Stagecoach Advisory Board, with a term expiring December 31, 2022.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Neil Block, Application
- Grace Frank, Application
Lyon County
Application to Serve on Board or Commission

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

Check the Board or Commission for which you are applying:

☐ 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 Town Advisory Board
☐ Silver Springs Advisory Board
☐ Smith Valley Advisory Board
☐ Smith Valley Cemetery Board
☐ Smith Valley Park & Recreation Board
☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Neil Block

Address: 5935 Apache Drive

Phone: (775) 629-9444 Email: baret1967@hotmail.com

How long have you been a resident of Lyon County? 5 years

Are you currently registered to vote? Yes ☑ No ☐

How many board or commission meetings have you attended in the last year? 0.0

Have you ever been convicted of a felony or misdemeanor other than minor traffic violations? Yes ☑ No ☐

If yes please list conviction dates and nature:
charge with making a false report that I believed true at time of report done, fine, community service California
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:
High school grad 40+ years service in BSA now Scouting Eagle rank in 85 Woodbadge 2000 Committe Chairman Scoutmaster Firearms Instructor

Explain briefly why you would like to be appointed to this board or commission:
I am a business owner in my community and I care about our way of life and our citizens in Lyon County & the state of Nevada
By signing this application you agree to attend training classes as scheduled.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed.

Signature: ___________________________ Date: 07/09/2021

Please return the application to:

Email: elopeza@lyon-county.org
Or
Lyon County Manager’s Office
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

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

Signature: ___________________________ Date: 07/09/2021

Name: Neil Block
Lyon County
Application to Serve on Board or Commission

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

Check the Board or Commission for which you are applying:

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

Contact Information:

Name: Grace Frank
Address: 5390 Meadow Ln, Stagecoach, NV 89439
Phone: 775-276-2470  Email: celticpanda56@gmail.com

How long have you been a resident of Lyon County? 10 yrs
Are you currently registered to vote? ☐ Yes  ☐ No

How many board or commission meetings have you attended in the last year? ☐ Due to COVID

Have you ever been convicted of a felony or misdemeanor other than minor traffic violations? ☐ Yes  ☐ No

If yes please list conviction dates and nature:
List boards or commissions you presently serve on or have served on in the past including dates of service:

Whole Health Committee thru VA Just Joined Mental Health Board Representing Veterans Just Started

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

No Education Have a Associate Degree in Accounting

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

I Love my Community, I Love home and I would love to be a part of my community and help keep our community safe and informed as to what is going on to start a discussion on how to keep our community safe.
By signing this application you agree to attend training classes as scheduled.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed.

Signature: Grace A. Frank Date: 7-25-2021

Please return the application to:

Email: elopez@lyon-county.org
Or
Lyon County Manager’s Office
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

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

Signature: Grace A. Frank Date: 7-25-2021

Name: Grace A. Frank
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

**Agenda Item Number:**
17.d

**Subject:**
For Possible Action: Appoint a member to the Mound House Advisory Board, with a term expiring December 31, 2022.

**Summary:**

**Financial Department Comments:**

**Approved As To Legal Form:**

**County Manager Comments:**

**Recommendation:**

**ATTACHMENTS**
- John A. Diffenbaugh Application
Lyon County
Application to Serve on Board or Commission

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

Name: JOHN A. DIFFENBAUGH

Check the Board or Commission for which you are applying (one per application):

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

Home Address:

Address: 11 McClellan Peak Dr. Mound House, NV 89426

Phone: (661) 340 3580  Email: piromm@aol.com

Occupation and Business Address:

Job Title: retired

Business Name:

Address:

Phone:  Email:

Contact Information: if appointed, the address, phone number and email address you wish to use for your contact information?

☐ Business  ☒ Home

How long have you been a resident of Lyon County? 10 yrs.

Are you currently registered to vote? yes

Have you attended any board or commission meetings in the last year? If yes how many? yes all
Have you ever been convicted of a felony or misdemeanor other than minor traffic violations?
   Yes____   No X

If yes please list conviction dates and nature:

________________________
________________________
________________________

Board or Commission Application

List boards or commissions you presently serve on or have served on in the past (include dates of service)

MOUND HOUSE ADVISORY BOARD 2002 - 2016

________________________

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

Public meeting
rules; reg's; fire planning during my previous
fire dept employment.

________________________

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

Help be an advocate for my community by using my knowledge and expertise to help Mound House develop responsibly.
By signing this application you agree to attend training classes as scheduled.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed.

Name: JOHN A. DIFFENBAUGH

Signature: [Signature] Date: 6-29-2021

Please return the application to:

Lyon County Manager’s Office
27 South Main Street
Yerington, Nevada 89447
775.463.6531 Fax: 775.463-6533

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

Dated: _____________________________ By: _____________________________
Printed Name: _____________________________
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
18.a

Subject:
For Possible Action: To approve the United States Forest Service proposal to merge the Lyon-Mineral Resource Advisory Committee with the 2 other Nevada Rural Resource Advisory Committees to form 1 Resource Advisory Committee.

Summary:
I would like to introduce myself as the acting Bridgeport District Ranger. Jan Cutts left for another job with the Forest Service to be closer to her family in New Mexico and I will be in the Ranger role through September. I am reaching out to you with regards to a proposal to merge together 3 Humboldt-Toiyabe National Forest RACs that would include Lyon-Mineral cty and would like to gain your support or other feedback on this. I was not sure who to specifically talk with so I am sending an email. The main reason we are proposing this is that it will help us continue to utilize and receive funding for projects. The Lyon-Mineral RAC currently lacks sufficient members to meet and recommend projects and this merger will allow us to continue to be functional. In many of our rural counties in NV it has become more and more difficult to keep an adequate number of members per the current rules.

Below are some further talking points on this topic that may help provide a little more context to the proposal for merging.

RACs require 15 members -- 5 members from each of 3 categories. In the past, the Humboldt-Toiyabe National Forest has been asked to provide 2 nominees per seat and to show diversity in our candidate slate. Standing up 3 separate Humboldt-Toiyabe National Forest RACs in Nevada’s rural counties (Humboldt, Lyon-Mineral and White Pine-Nye) has been an ongoing challenge. Many likely candidates are already fulfilling multiple roles in the community and can’t assume additional obligations. Conducting member outreach, organizing and facilitating meetings and fulfilling mandatory reporting requirements for 3 Nevada RACs requires a significant time commitment from the designated federal officials and committee coordinators, which, in the case of the Humboldt and Lyon-Mineral RAC, is disproportionate to the amount of funding we receive. Without a merger, these RACs may not meet the September 30, 2022 deadline to recommend projects, which will result in funds meant for on the ground work in Nevada being returned to the U.S. Treasury. Merging the 3 Nevada RACs will reduce the administrative burden on our rural communities and on Forest Service staff, while allowing us to more effectively channel Secure Rural Schools Title II funds to on-the-ground projects. We’re seeking the counties’ approval to request merger of all 3 in the upcoming national charter renewal. The new RAC would be called the “Rural Nevada RAC”.

Both the Forest Supervisor and the Deputy Forest Supervisor have experience with merged RACs operating successfully to recommend Title II funding. The Forest commits to working with the counties to ensure that each county’s Title II funds are recommended for projects in that county and on ensuring adequate representation on the new RAC.

The deadline to request RAC mergers in this charter renewal was June 4, so there’s a chance we won’t be successful in asking for an extension. In that case, only the already submitted merger of the White Pine-Nye and Humboldt County RACs would be processed in this renewal, and we would need to wait another two years (until the next charter
renewal) to complete the merger with the Lyon-Mineral RAC. If the late request for merger is refused, our only option will be to attempt to outreach for sufficient members, process a nomination package and organize the necessary RAC meetings to recommend projects by the September 30, 2022 deadline. It’s possible that deadline could be extended as in the past, but that’s at the discretion of Congress.

If all goes to plan and you support this proposal we could be up and running/functional (1 NV RAC) and able to recommend projects starting October 1.

Please let me know if you support this or if you have further questions or concerns as soon as you can. My cell number is below. This will allow me to put forward the proposal to make this all happen efficiently.

Thanks

Forest Service Shield

Duncan Leao

Bridgeport District Ranger (acting)

Forest Service

Humboldt-Toiyabe National Forest

c: 775-842-3113

duncan.leao@usda.gov

HC62, Box 1000

Bridgeport, CA, 93517

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Proposal
Proposal to merge the NV Secure Rural Schools Resource Advisory Committees

Leao, Duncan -FS <duncan.leao@usda.gov>
To: Jeff Page <jpage@lyon-county.org>
Cc: "Gabor, Cheva -FS" <cheva.gabor@usda.gov>, "Dunkelberger, William -FS" <william.dunkelberger@usda.gov>

Wed, Jul 14, 2021 at 8:04 AM

Hello Jeff, we request that the county approve the proposal to merge the Lyon-Mineral RAC with the 2 other NV rural RACs to form 1 RAC that will allow for Lyon-Mineral to be able to move forward with important projects. I have been speaking with Dave Hockaday and he has relayed our conversations with Vida Keller. Below is an email message that I sent to Vida, Dave, and the other County Supervisors. You can reach me by email or my cell is below.

I would like to introduce myself as the acting Bridgeport District Ranger. Jan Cutts left for another job with the Forest Service to be closer to her family in New Mexico and I will be in the Ranger role through September. I am reaching out to you with regards to a proposal to merge together 3 Humboldt-Toiyabe National Forest RACs that would include Lyon-Mineral city and would like to gain your support or other feedback on this. I was not sure who to specifically talk with so I am sending an email. The main reason we are proposing this is that it will help us continue to utilize and receive funding for projects. The Lyon-Mineral RAC currently lacks sufficient members to meet and recommend projects and this merger will allow us to continue to be functional. In many of our rural counties in NV it has become more and more difficult to keep an adequate number of members per the current rules.

Below are some further talking points on this topic that may help provide a little more context to the proposal for merging.

- RACs require 15 members -- 5 members from each of 3 categories. In the past, the Humboldt-Toiyabe National Forest has been asked to provide 2 nominees per seat and to show diversity in our candidate slate.

- Standing up 3 separate Humboldt-Toiyabe National Forest RACs in Nevada’s rural counties (Humboldt, Lyon-Mineral and White Pine-Nye) has been an ongoing challenge. Many likely candidates are already fulfilling multiple roles in the community and can’t assume additional obligations.

- Conducting member outreach, organizing and facilitating meetings and fulfilling mandatory reporting requirements for 3 Nevada RACs requires a significant time commitment from the designated federal officials and committee coordinators, which, in the case of the Humboldt and Lyon-Mineral RAC, is disproportionate to the amount of funding we receive.

- Without a merger, these RACs may not meet the September 30, 2022 deadline to recommend projects, which will result in funds meant for on the ground work in Nevada being returned to the U.S. Treasury.

- Merging the 3 Nevada RACs will reduce the administrative burden on our rural communities and on Forest Service staff, while allowing us to more effectively channel Secure Rural Schools Title II funds to on-the-ground projects. We’re seeking the counties’ approval to request merger of all 3 in the upcoming national charter renewal. The new RAC would be called the "Rural Nevada RAC".

- Both the Forest Supervisor and the Deputy Forest Supervisor have experience with merged RACs operating successfully to recommend Title II funding. The Forest commits to working with the counties to ensure that each county’s Title II funds are recommended for projects in that county and on ensuring adequate representation on the new RAC.

- The deadline to request RAC mergers in this charter renewal was June 4, so there’s a chance we won’t be successful in asking for an extension. In that case, only the already submitted merger of the White Pine-Nye and Humboldt County RACs would be processed in this renewal, and we would need to wait another two years (until the next charter renewal) to complete the merger with the Lyon-Mineral RAC. If the late request for merger is refused, our only option will be to attempt to outreach for sufficient members, process a nomination package and organize the necessary RAC meetings to recommend projects by the September 30, 2022 deadline. It’s possible that deadline could be extended as in the past, but that’s at the discretion of Congress.

If all goes as plan and you support this proposal we could be up and running/functional (1 NV RAC) and able to recommend projects starting October 1.

Please let me know if you support this or if you have further questions or concerns as soon as you can. My cell number is below. This will allow me to put forward the proposal to make this all happen efficiently.

Thanks.
Humboldt-Toiyabe National Forest

c: 775-842-3113
duncan.leao@usda.gov

HC62, Box 1000
Bridgeport, CA, 93517
w.fs.fed.us

Caring for the land and serving people

[Quoted text hidden]
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
18.b

Subject:
For Possible Action: Approve the Nevada Agreement on Allocation of Opioid Recoveries.

Summary:
The State of Nevada is proposing an agreement with counties and cities on the methodology for how opioid recoveries by the State would be shared with local governments. Any lawsuits that individual governments have that are not settled at the State level would be distributed as outlined in the lawsuit.

NACO worked with the counties and the State to come to this proposed methodology. Much of it is based on a "universally accepted" (in opioid lawsuits) methodology based opioid prescriptions per capita, opioid deaths per capita, and opioid mental health cases per capita of each local government.

Financial Department Comments:
Any funding from a settlement was not included in the budget. We can use the funding to cover past costs. It looks like a significant portion will be used for future opioid addiction prevention and treatment programs.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- One Nevada Agreement on Opioid Recoveries
ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada though its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in opioid-related litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, and/or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to remediate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this One Nevada Agreement on Allocation of Opioid Recoveries ("Agreement") relating to the resolution or partial resolution of opioid-related litigation and the allocation and use of the proceeds of any Recoveries as described; and

NOW THEREFORE, the Parties agree and desire to be bound as follows:
A. Definitions

As used in this Agreement:

1. The "State" or "State of Nevada" shall mean the State of Nevada acting through its Attorney General.

2. “Local Governments” shall mean the Local Governments listed in Exhibit A, attached.

3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;

4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;

5. “Litigating Cities and Districts” shall mean the Cities and Districts listed in Exhibit B, attached;

6. “Counsel” shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts for their respective opioid-related litigation.

7. "The Parties" shall mean the State of Nevada and the Local Governments.

8. "Defendant" or "Defendants" shall mean one or more entities and/or individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in Exhibit C, attached.

9. "Lead Litigator Costs" shall mean the costs incurred to date for opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities
and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.

10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigator Costs that may be asserted, and only if determined to be recoverable, against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.

11. “Negotiating Committee” shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members") in their respective opioid-related litigation.

12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in Exhibit C, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the opioid-related litigation in Exhibit C to the extent the bankruptcy court allows for use of this Agreement to allocate Recoveries.

13. "Approved Purposes" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 (SB 390) as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court that are not otherwise inconsistent with SB 390.
B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, or unless otherwise limited by Court Order, all Recoveries must be used for Approved Purposes.

2. Any Recovery, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, shall be divided into percentages and allocated within these percentages as follows:

1) "State of Nevada Allocation": 43.86% to the State of Nevada;

2) "Local Governments Allocation": 38.77% to the Local Governments to be allocated by percentage of claims data for the Local Governments as outlined in Exhibit D, attached; and

3) "Medicaid Match Allocation": 17.37% representing what is referred to as the Medicaid Match which amount shall be allocated among the Counties as follows: a) 65% to Clark County, b) 14% to Washoe County, and c) 21% to the remaining Litigating and Non-Litigating Counties by population, as outlined in Exhibit E, attached.
3. Unless otherwise directed by court order, the State of Nevada shall receive and divide and allocate any Recoveries described in Paragraph 2.

4. The State of Nevada and Local Governments shall exercise due diligence to complete a release against any Defendant, if necessary, as a result of a Recovery pursuant to this Agreement.

5. The State of Nevada and Local Governments shall make every reasonable effort to coordinate any related press releases and/or press interaction concerning any settlement or other disposition under this Agreement.

6. The State of Nevada and Local Governments are, after deduction of Lead Litigator Costs unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery after allocation.

7. The State of Nevada and Local Governments are each responsible, unless otherwise directed by court order, for payment of any attorney fees for the use of their Counsel in maintaining their respective opioid-related litigation from their share of the Recoveries after allocation pursuant to the terms of their respective contingency fee agreements. However, in the event Counsel is eligible to apply for attorney fees or costs from a national fund created by one or more Defendants in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement.

8. Additionally, a fee adjustment of 25% shall be deducted from the share of each of the allocation amounts to the Non-Litigating Counties described in Paragraph 2 of
this Agreement. The total amount of the fee adjustment deducted pursuant to this paragraph shall then be allocated to the Litigating Counties by total percentage of claims data for those Litigating Counties as outlined in Exhibit F, attached.

9. In the event a Local Government merges, dissolves, ceases to exist, opioid-related litigation is dismissed with prejudice including the exhaustion of any and all appeals related to the Court's order of dismissal, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:

a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District’s allocated share shall be added to the share of the County in which the Litigating City or District is located in addition to the County’s allocated share.

b. If a Local Government excluded under this paragraph is a County, then that County’s allocated share shall be added to the State’s share minus the allocated shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.

10. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on Exhibit C, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.

11. The State of Nevada’s share of Recoveries, after deduction of any remaining costs and attorney fees, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).
12. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Governments to pursue its own claims against any Defendant through that Parties' separate opioid-related litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants in the State of Nevada or Local Governments opioid-related litigation for the benefit of all Parties to this Agreement.

C. Waiver of Conflict of Interest. Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel’s representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. Reporting. Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, to the attention of Mark J. Krueger, Chief Deputy Attorney General at mkrueger@ag.nv.gov, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

E. Miscellaneous

1. Construction. With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall
be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.

2. **Severability Clause.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

3. **Entire Agreement.** This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

5. **Amendments.** Any and all amendments to this Agreement must be in writing which must be signed by all Parties and must be approved by their respective Commissions, Councils, or Boards.

6. **Signature in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

7. **Legal Advice.** The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively “Government Attorneys”) and the
Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties’ opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties’ opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this ________ day of________, 2021.

STATE OF NEVADA

By: _______________________________ Dated:__________________
NEVADA ATTORNEY GENERAL

CHURCHILL COUNTY

By: _______________________________ Dated:__________________
REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CLARK COUNTY

By: _______________________________  Dated:__________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

DOUGLAS COUNTY

By: _______________________________  Dated:__________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

ELKO COUNTY

By: _______________________________  Dated:__________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

ESMERALDA COUNTY

By: _______________________________  Dated:__________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

EUREKA COUNTY

By: _______________________________  Dated:__________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: _______________________________  Dated:__________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT
LANDER COUNTY

By: _______________________________  Dated:_________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

LINCOLN COUNTY

By: _______________________________  Dated:_________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

LYON COUNTY

By: _______________________________  Dated:_________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

MINERAL COUNTY

By: _______________________________  Dated:_________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

PERSHING COUNTY

By: _______________________________  Dated:_________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

STOREY COUNTY

By: _______________________________  Dated:_________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

11
WASHOE COUNTY

By: _______________________________  Dated: ________________
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WHITE PINE COUNTY

By: _______________________________  Dated: ________________
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

BOULDER CITY

By: _______________________________  Dated: ________________
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NYE COUNTY

By: _______________________________  Dated: ________________
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CARSON CITY

By: _______________________________  Dated: ________________
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF HENDERSON

By: _______________________________  Dated: ________________
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT
CITY OF LAS VEGAS

By: _______________________________  Dated:__________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF MESQUITE

By: _______________________________  Dated:__________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: _______________________________  Dated:__________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF RENO

By: _______________________________  Dated:__________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: _______________________________  Dated:__________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF FERNLEY

By: _______________________________  Dated:__________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF ELY

By: _______________________________  Dated:__________________
     REPRESENTATIVE FOR THE
     LOCAL GOVERNMENT

CITY OF SPARKS

By: _______________________________  Dated:__________________
     REPRESENTATIVE FOR THE
     LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE
PROTECTION DISTRICT

By: _______________________________  Dated:__________________
     REPRESENTATIVE FOR THE
     LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _______________________________  Dated:__________________
     REPRESENTATIVE FOR THE
     LOCAL GOVERNMENT
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| Eureka County                    |                                    |                                   |
| Humboldt County                  | 6<sup>th</sup> Judicial District Court | CV0022306                      |
| Lander County                    |                                    |                                   |
| Lincoln County                   | 7<sup>th</sup> Judicial District Court | CV0702620                      |
| Lyon County                      | 3<sup>rd</sup> Judicial District Court | 20-CV-00795                    |
| Nye County                       | MDL                                 | 1:18-op-46238-DAP                |
| Northern Lyon County Fire Protection District | 3<sup>rd</sup> Judicial District Court | 20-CV-00795               |
| Central Lyon County Fire Protection District | 3<sup>rd</sup> Judicial District Court | 20-CV-00795               |
| Mineral County                   | 11<sup>th</sup> Judicial District Court | 21CV-TT12-2020-0104             |
| Pershing County                  |                                    |                                   |
| Storey County                    |                                    |                                   |
| Washoe County                    | 2<sup>nd</sup> Judicial District Court | CV20-01142                   |
| White Pine County                | 7<sup>th</sup> Judicial District Court | CV-2007076                  |
| City of West Wendover            | 4<sup>th</sup> Judicial District Court | DC-CV-20-70                 |
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EXHIBIT C

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## EXHIBIT D

### LOCAL GOVERNMENTS ALLOCATION (38.77%)

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MEDICAID MATCH ALLOCATION (17.37%) (65:14:21 - Population)
## LITIGATING COUNTIES ALLOCATION

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
18.c

Subject:
For Possible Action: To approve a proclamation to name the Justice Complex at 911 Harvey Way, Yerington, NV as the Donald J. Trump Justice Complex. (Requested by Commissioner Keller)

Summary:

Financial Department Comments:
There will be a cost for signage on the building, which isn't budgeted.

Approved As To Legal Form:

County Manager Comments:
.

Recommendation:

ATTACHMENTS

- Donald J. Trump Justice Complex Proclamation
PROCLAMATION

A PROCLAMATION OF THE LYON COUNTY BOARD OF COMMISSIONERS TO NAME THE JUSTICE COMPLEX AT 911 HARVEY WAY, YERINGON, NV 89447 THE DONALD J. TRUMP JUSTICE COMPLEX.

Whereas, Donald J. Trump served as the 45th President of the United States of America; and

Whereas, The Lyon County Board of Commissioners have the authority to name buildings owned by Lyon County; and

Whereas, The Lyon County Board of Commissioners recognizes that President Donald J. Trump significantly reduced federal judicial vacancies by appointing three Supreme Court Justices, fifty four judges to the various Court of Appeals, One hundred Seventy four Judges to the various United State District Courts and three Judges to the United States Court of International Trade; and

Whereas, The Lyon County Board of Commissioners recognizes that President Donald J. Trump worked diligently to secure our borders to protect the citizens of the United States and fully enforced the immigration laws of the United States; and

Whereas, The Lyon County Board of Commissioners recognizes that President Donald J. Trump ended asylum fraud, shut down human smuggling traffickers, and solved the humanitarian crisis across the Western Hemisphere.

THE LYON COUNTY BOARD OF COMMISSIONERS PROCLAIM:

To honor President Donald J. Trump, the 45th President of the United States, by naming the Lyon County Justice Complex the Donald J. Trump Justice Complex

PASSED, ADOPTED and APPROVED this day of, by the following vote of the Lyon County Board of Commissioners.

AYES:

NAYES:

ABSENT:

ABSTENTIONS:

LYON COUNTY BOARD OF COMMISSIONERS

By: Chairman

Attest:

Clerk of the Board

PROCLAMATION PAGE 1
Hello,

I am opposed to naming the justice complex in Yerington after a divisive public figure, who is currently being criminally investigated. The Board of Commissioner’s relentless obsession with imposing their own personal political beliefs onto an entire county is bizarre, and exhausting. Not everyone in this county agrees with their political opinions, and to disregard all of their constituents is truly selfish. I can’t believe they are once again refusing to focus on improving this county, in meaningful ways, for all who live here.

I will now absolutely be voting against these obsessively delusional commissioner’s in the next election. Not for their personal political beliefs, but because they are so determined to waste Lyon County’s time, money, and resources on their own frivolous whims.

This board should be ashamed of themselves for continuing to try and sow division among this county’s residents, and for wasting our local resources on personal pleasures.

Amanda Weldy
Dayton, NV
Re: PUBLIC COMMENT-justice center renaming

1 message

Bonnie Duke <bonnieduke@msn.com>  Sat, Jul 31, 2021 at 8:34 PM
To: Erin Lopez <elopez@lyon-county.org>

I submitted comment regarding the renaming of the road in Dayton.
I am also strongly opposed to renaming the justice center.
Leave it alone and quit being stupid.
As I indicated before "never bring it up again" and quit the inane, unnecessary, expensive antics.

From: Erin Lopez <elopez@lyon-county.org>
Sent: Thursday, July 15, 2021 8:13 AM
To: Bonnie Duke <BonnieDuke@msn.com>
Subject: Re: PUBLIC COMMENT-OLD DAYTON RD

Morning,
I will add this to the agenda information to be reviewed.

Erin

On Wed, Jul 14, 2021 at 6:50 PM Bonnie Duke <BonnieDuke@msn.com> wrote:

I am strongly opposed to the renaming of the road. I am a Lyon County taxpayer. The County Commissioners violated the open meeting law as well as basic common sense. Adding fuel to the fire of divisiveness in our county and nation-wide is just plain stupid, regardless of which side of the political fence you reside. Reverse your asinine action and never bring it up again. You should also each personally apologize to each and every Lyon County taxpayer, regardless of political affiliation, for wasting time and money on stupid, underhanded, under-the-radar gamesmanship. Grow up and do the job you were elected to do or resign so an adult can be appointed in your place.

Sent from Mail for Windows 10
Justice Complex name change
1 message

susan and allen mccabe <twotrowels@gmail.com> Sat, Jul 31, 2021 at 12:18 PM
To: elopez@lyon-county.org, whenderson@lyon-county.org, kgray@lyon-county.org, dhockaday@lyon-county.org,
rjacobson@lyon-county.org, vkeller@lyon-county.org

We are long-time Lyon County voters-since (1987) and we do not support the proposed name change for the Justice Center. My wife and I feel the money spent on a name change would be better spent on those Lyon County facilities needing repair.
Please have our comment read into the record during the meeting.

Thank you for your time
Allen and Susan McCabe
320 1st Street
Silver City, NV 89428
On Fri, Jul 30, 2021 at 2:56 PM Erin Copp <erinc1457@gmail.com> wrote:

I am opposed to naming or renaming any street, building, park, playground, school, rest stop area or anything else, after Donald Trump.

Erin Copp, Lyon County resident and registered voter
Please stop. If you must name something after Trump, call your next child Donald

Sent from my iPhone
Fwd: OMG. I can not believe the BOCC. You are all hell bent on naming something...

1 message

Jeff Page <jpage@lyon-county.org>
To: BOCC <bocc@lyon-county.org>

Mon, Aug 2, 2021 at 2:41 PM

Jeffery A. Page
Lyon County Manager
27 South Main Street
Yerington, NV 89447
(775) 463-6531/(775) 577-5037
(775) 302-7088 (Cell)
BUILDING A SUSTAINABLE COUNTY
You can find us on the Internet at www.lyon-county.org or Facebook at: https://www.facebook.com/LyonCountyNV/
Twitter at: https://twitter.com/LYONOEM

-------- Forwarded message --------
From: Johnye Saylor <amahjohnyehk@icloud.com>
Date: Mon, Aug 2, 2021 at 1:55 PM
Subject: OMG. I can not believe the BOCC. You are all hell bent on naming something...
To: <jpage@lyon-county.org>

Please enter into official minutes of meeting.

OMG. I can not believe the BOCC. You are all hell bent on naming something after your leader. But to say he solved the humanitarian crises in the Western Hemisphere makes Lyon County look ridiculous. That is both N and S America. The humanitarian crises in much of central and South America is amongst some of the worst in the world. There are dictators who have brought their countries in to abject poverty for their own gain. People are tortured and murdered by corrupt regimes every day. There is horrible police and military brutality abounding in many of the 35 countries. And the BOCC has the audacity to say that the last president solved all that and it no longer exists?
You are not only insulting your own intelligence but the integrity and intelligence of the residents of this county and State.
You are bound and determined to name something but please don’t do so by saying something so ridiculous! You are becoming the laughing stock of the state and before long the whole country. Please just slap his name on something if you must but don’t make a mockery of yourselves and the good citizens of Lyon County. It makes you all appear to not have a clue what is happening in parts of the Western Hemisphere!
I can not believe the lack of awareness by the BOCC. The poverty and crime in countries like Brazil, Columbia and Venezuela is unbelievable and you say that problem is just non existent because of one man who doesn’t even have a clue about their plight. It is so ridiculous it is laughable. The fealty to one man is beyond reason. And to make a farce out of yourselves is very sad.

Johnye Colling-Saylor
Inc Map of Western Hemisphere

Sent from my iPhone
July 31, 2021

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

Re: Re-naming Lyon County Justice Complex after Trump

Dear Board of Commissioners:

Commissioner Vida Keller's proclamation, in part, says, "Trump...solved the humanitarian crisis across the Western Hemisphere." Ms. Keller is deluded to make such a ridiculous statement which is far far from the truth. Trump would be hard pressed to identify the Western Hemisphere.

To name a district, municipal and justice courts building after a shifty, pathetic, lying loser whose scum coated legacy includes the attempt to manipulate the U. S. Department of Justice to facilitate fraud is delusional. And contrary to rational thought and behavior. It is ludicrous.

History will not be kind to those who support such a thoughtless gesture.

Sincerely,

R. Simpson
Dear Ms. Bryan and Lyon County Board of Commissioners,

My husband and I are registered voters and residents of Lyon County.

We strongly oppose yet another name change proclamation set forth by the Board of Commissioners. We oppose changing the lovely name of Walker River Justice Court to Donald J. Trump Justice Complex.

The present, very appealing and calming name of Walker River Justice Court is more in keeping with the beauty of Yerington and its enchanting agricultural valley than the proposed name.

The name Donald J. Trump Justice Complex is a boring name for yet another boring building named after a politician.

And last, but certainly not least, there are the many costs involved in changing the name of the building: letterheads, signage, website changes (IT), bank accounts, etc. If Lyon County has this much money to spend on changing a beautiful name to a boring one—
why not allocate that extra money to something more useful and appreciated—such as roads, parks, the homeless, and other more practical county uses.

We think sometimes the Board decides on these proclamations without thinking them through adequately. Please think them through.

Respectfully,

Bruce and Evelyn Johnson
217 David Ave.
Stagecoach, NV 89429 USA

PHONE: 1-775-220-4661
jo.johnson3@yahoo.com
Renaming of Justice Court Complex

1 message

dlglickcsd (null) <dlglickcsd@aol.com>    Wed, Aug 4, 2021 at 3:41 PM
To: elopez@lyon-county.org

Lyon County Commissioners:
I am against renaming the above Complex after Trump or any other President. There is nothing wrong with its present name. Furthermore, our tax dollars need to be used for something that would benefit our people. This does not!
Deborah L S Glick
1-775-721-8622
Sent from my iPhone
FW: PUBLIC COMMENT
1 message

Caroline Punches <cpunches206@charter.net>  
Reply-To: Caroline Punches <cpunches206@charter.net>  
To: "elopez@lyon-county.org" <elopez@lyon-county.org>

Wed, Aug 4, 2021 at 3:23 PM

The original email was rejected and sent back to me - see below. I called your office and left a message.
Hoping this will get to you.
Caroline Punches

From: "Caroline Punches"
To: "elopez@lyoncounty.org"
Cc: 
Sent: Wednesday August 4 2021 3:13:13PM
Subject: PUBLIC COMMENT

Hello Lyon County Commissioners,
I am very concerned about the proposal being considered by the Lyon County Commission to name the District Court after the former President of the United States, Donald J Trump. While I read the background information about the rationale for making such a decision, I was very concerned that the rationale was purely political and really had nothing to do with the purpose of the Lyon County District Court Building.
When I think about the purpose of the District Court - it is to provide "justice" for those who are appearing in the courts. As a former CASA volunteer - appearing in court was a very scary thing for the families (parents, children and other support personnel). Justice is supposed to be "blind" - and provide hope for those who are there. Whether they are the children who are possibly being separated from their parents, the parents who have had some difficulties and are hoping for some help so they can be better parents, or for the other family members who are hoping for "justice."
I truly cannot say that former President Donald J. Trump truly respects the law and how it is supposed to provide "justice" for those who are less fortunate. I have no doubt that the Lyon County Commission can name any building for whoever they want. But does that serve "justice"?
I would think there would be some protocol for naming buildings - what relationship does the suggested name (person) have with the specific building (or street) being named. Does that individual have a history of service in the specific community? or in the specific area of expertise? If there is no protocol,
maybe there should be. I would be happy to serve on a committee to develop such protocols.
It seems to me that some district courts or court buildings are named after local attorneys or judges or perhaps even long time prosecutors.
Quite frankly, I think perhaps the only reason the proposal to name the building for former President Donald J. Trump is for political favors for individuals who want to run for higher political office and feel this would work well for gaining favor and attention from the former President.
I truly think there are far more pressing issues that Lyon County Commission must and should deal with than naming a district court for a former President who is not noted for his just treatment of individuals who may need a helping hand.
Respectfully submitted,
Caroline Punches
Resident of Dayton, NV
PUBLIC COMMENT - DONALD TRUMP JUSTICE COMPLEX

Erich Obermayr <historicinsight@gbis.com>  
To: Erin Lopez <elopez@lyon-county.org>  
Wed, Aug 4, 2021 at 2:39 PM

To the Lyon County Board of County Commissioners,

I am sending this email to express my opposition to the Proclamation renaming the County Justice Complex the “Donald J. Trump Justice Complex.” The fact that you are even considering naming the county building that is the center of our courts and law enforcement after a president who routinely fouted the law in his personal and business dealings, attempted to intimidate judges and jurors, pardoned numerous duly convicted felons, and may well face criminal indictment himself, is an insult to the people of Lyon County. How on earth could anyone enter a building named “Trump” and expect fairness? How could any woman, especially a woman with a complaint or legal action regarding sexual harassment expect fair treatment in a courtroom named after a man who has bragged about sexually assaulting women and getting away with it? Why would you want to burden our law enforcement, attorneys, and judges with having to explain how they can ethically practice their professions under the name of a man who is the very antithesis of ethics—and justice?

It is astonishing that as County Commissioners you can think of nothing better to do with your time and effort. Every moment you spend on this pointless, needlessly divisive proposal is a moment not spent on the important issues our county faces.

Please vote against Chairwoman Keller’s proposal—we are counting on you.

Sincerely,

Erich Obermayr
Hi Erin-
As a citizen of lyon county, I am opposed to renaming the justice complex after President trump. The county commissioners need to focus on the current issues in our county. The time spent discussing naming anything after any President to this degree is a misuse of my tax paying dollars.

I would like the commissioners to focus on real issues, such as the drought, how to get out kids safely back in school, and helping those who continue to be affected by this pandemic- I don’t care if you believe it or not it is really affecting people financially, officially, and mentally.
Put politics aside and focus on people- your constituents.

Take care-
Grahame Ross
iPhone
Commissioners:

As Lyon County residents and voters, we would like to register our DISAGREEMENT with the County Commissioners' proposal to rename the Justice Center for the former President.

Would it not be more fitting to name the Justice Complex for a fallen officer (e.g., Deputy George T. Rice)? Or, in honor of an esteemed state legislator and advocate for Yerington and Lyon County like Joseph Dini.

Respectfully submitted,

Dr. and Mrs. K. Anthony Edwards
Dayton, Nevada
Ms Lopez -- Why do our ct. commissioners insist on renaming something in this ct. after a president whose biggest accomplishment was to sow division between Americans & cause chaos as he ignored his taxes, climate control & a host of problems? Trump wasn't reelected for a reason; his thinking was only "hooray-for-me-&-the-hell-w/everyone else." Of the 142 presidential historians --I met one, Doris Kerns Goodwin--polled, Trump was ranked 4th from the bottom. (good news: he wasn't the worst; an accomplishment, in both directions) Had to reach back a couple centuries but Pierce & Buchanan--both served prior to Lincoln--& A. Johnson (Lincoln's vice) all were behind Stinks, err Trump. To rename anything for him would not be merely controversial, it'd be dismally dumb. Best, Kit Knight (463-4773; 303 Sherry Way, Yerington, NV; turning 69 next mo.)
To the Lyon County Commissioners,

We are sending these comments regarding the proposal to rename the Lyon County Justice Complex in honor of Donald Trump. This is distressing and frustrating. Please end all these efforts to name something - anything - in our County for the former president. His place in history is questionable, and it seems prudent to at least wait until the myriad pending civil and criminal lawsuits against him have been resolved. These efforts only bring division and controversy to our community. We already know of one family who have changed their mind about moving to this area because of these proposals. Please focus your efforts on other matters that concern Lyon County, and that would serve our residents.

Thank you,
Tom and Kathie Toigo
As a Lyon county citizen, I am absolutely opposed to this ridiculous idea. Such a stupid waste of time and money. Not to mention how ironic naming a justice center after a con man and crook. Please put this idea of naming something after him to rest. He is considered the third worst president. Another divisive idea.

Thank you,
Catherine Bachand
Lyon County Commissioners

Re: Proclamation to rename the Lyon County Justice Complex to the Donald J. Trump Justice Complex

I am not in support of the renaming of the Justice Complex. I have worked as an attorney at the Lyon County Justice Complex for seven years. Not one of President Trump’s policies or for that matter any presidents’ have made any impact on the prosecution of criminal defendants or the safety of Lyon County as the proclamation suggests. The Proclamation proposes to rename the Justice Complex in our small community of Lyon County to a person that has had zero impact on our justice system in Lyon County.

The only thing this proclamation shows is this commissions lack of knowledge of the happenings at the Justice Complex. Although the justice system is used by many for political purposes, does not mean that this commission has to. However, bringing this Proclamation forward demonstrates that this is clearly political and really despicable. This document is full of conclusions that simply are unfounded and certainly arguable. For instance, that President Trump “solved the humanitarian crisis”, “shut down human smuggling traffickers”, and “asylum fraud”. Really? This entire document shows that this commission knows nothing of what happens in the criminal justice system and how that impacts Lyon County.

This is clearly political. The renaming the Old Dayton Valley road did not work so this commission immediately turns to renaming the Justice Complex because it is easier and you can score some political points. Good job.

Yerington used to be called Greenfield. At some point people thought they could lure a railroad superintendent to bring the railroad and prosperity with it to Greenfield. The town was renamed and the railroad never came.

In the courtroom upstairs in the old courthouse sit more than 20 pictures of district judges that served Lyon County over the years. There are past district attorneys. There are sheriffs. There are so many long-term residents of Lyon County that would honor Lyon County with their name than any president whether republican or democrat. Those people would better represent the values of Lyon County. The renaming of the Justice Complex should not politized.

Justice should be blind. Justice should be fair. Justice should evoke a feeling to the citizens of Lyon County of reverence and dignity. We have already seen the eroding of those values in cities around the country. If this proclamation is passed and signed by this commission those values will continue to erode but not in Washington, not in Oregon, not in Minnesota but in Lyon County. The County should not honor a person by naming a building after them but rather that person should be honoring Lyon County with their name. A public servant should serve the people and not their own agenda.

Deeply disappointed but not surprised.

Matthew K. Merrill
Re: Justice Complex

Oliver Wendell Holmes, Thurgood Marshall, Earl Warren, and Ruth Bader Ginsburg were outstanding people who served as Supreme Court Justices. They would be excellent choices to name a justice complex in their honor. However, someone would find them offensive because they didn’t agree with their decisions. It’s happening all over the country, names are being changed on buildings, streets, and other objects because someone has taken offence to their politics, lifestyle or misdeeds that may have even happened hundreds of years ago. Therefore, I believe, public buildings should not be named in honor of anyone. They should be named for the location, such as the county, they serve.

Even though the Commissioners may not have officially approved a name for the complex, it has been known as the “Lyon County Justice Complex” since its inception and the name is posted on the building. The Lyon County Court House, Lyon County Sheriff’s Office and Lyon County Jail are located in the complex. It is also adjacent to the Lyon County Library and the Lyon County Social Services. Making a name change is a waste of time, money and serves no useful purpose.

According to the job description, “The Commission is responsible for establishing policies to protect the health, safety and general welfare of Lyon County residents”. Some of these residents are the Fernley High School Students. Fernley High School is the only school in Fernley that is not in a school zone and the speed limit is 55 mph. There are no crosswalks anywhere near the high school for the children to cross Hwy 95a safely. This should be a major concern and the commission should be working with NDOT to protect them. This is only one issue of many higher priorities that the commission should be addressing rather than renaming buildings.

Bonnie Rardin
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

**Agenda Item Number:**
18.d

**Subject:**
For Possible Action: Direct staff to proceed forward with a Dayton government complex on the Mira Vida Property on Dayton Valley Road, including changing zoning on the property.

**Summary:**
The County has explored various options for a government complex in Dayton. The cost for land is significant and this cost would move the actual construction of a government complex many years into the future. If we proceed forward with a government complex on land we already own at the Mira Vida property, we would save between $5M-$6M that could be used toward a building instead of towards land.

The Dayton Justice Court is in urgent need of a court facility large enough for jury trials, so it would be beneficial to get a new building sooner rather than later.

**Financial Department Comments:**
The Capital Improvements Fund has approximately $10M in cash that is budgeted towards a Dayton Government Center.

**Approved As To Legal Form:**

**County Manager Comments:**

**Recommendation:**
Direct staff to proceed forward with a Dayton government complex on the Mira Vida Property on Dayton Valley Road, including changing zoning on the property.

**ATTACHMENTS**
* Mira Vida County Parcel PUD Amendment Memo
Lyon County currently owns three (3) parcels totaling approximately 102.71 acres located on the north side of Dayton Valley Road on the south side of the Carson River in Dayton (outlined in white with parcel lines highlighted in yellow below).

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<th>Assessor’s Parcel Number</th>
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<td>016-351-17</td>
<td>32.00 ac.</td>
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<td>016-361-60</td>
<td>48.55 ac.</td>
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<tr>
<td>Total Acreage</td>
<td>102.71 ac.</td>
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All three parcels are currently zoned NR-1 (Title 10) and are subject to conformance with the development standards contained in the Lakes at Dayton Valley Planned Unit Development (Lakes PUD). The Lakes PUD approved 2400 single family residential dwelling units, a resort hotel/casino/casitas, golf course, motor coach resort, and related activities on approximately 691.0 acres (refer to site plan below with County parcels approximately outlined in red).

A detail of the site map’s legend notes that the Mira Vida area of the Lakes at Dayton Valley PUD designated the area as to be developed as an age-restricted residential development.
Within the Lakes at Dayton Valley PUD design handbook, Mira Vida is described as follows: “Mira Vida will be a private, age-restricted community in a gated enclave providing a variety of golf resort oriented home ownership opportunities for homebuyers 55 years and better. Lots will vary in width from 50’ wide to 60’ wide and a minimum of 105’ deep, with home designs ranging from approximately 1,200 to approximately 2,200 square feet.

Each home will include an attached two-car garage set back from the front of the house as shown on the following exhibits. The unique design features for this community will include enclosed private front courtyards, paseo and trail connections at the front and/or rear every home. Front yards will be fully landscaped to assure enduring neighborhood value. A gentle winding trail is planned to include the paseos and trails providing pedestrian circulation links to all areas of the community. This will encourage pedestrian circulation and interaction among neighborhoods and also provide pedestrian access to the private recreation center located at the entrance to the Mira Vida community.”

In order to develop any use on the County-owned parcels other than age-restricted detached single family residential dwelling units as described above, the County will need to initiate an amendment to the Lakes PUD in order to change the allowed use on the three County-owned parcels from age-restricted NR-1 detached single family residential to Public Facility (PF).

Typically, an amendment to an approved Planned Unit Development would follow the same process as a new Planned Unit Development application, a two-step process of a tentative approval and a final approval. However, in 2004, the Community Development Department processed the Lakes at Dayton Valley PUD as a Special Use Permit (SUP), even though the state statutes that outline the requirements and method of processing Planned Unit
Development Nevada Revised Statutes (NRS) 278A.440 – 278A.590 were adopted in 1973.\(^1\) As such, staff recommends any amendment to the existing Lakes at Dayton Valley go through the PUD amendment process to correctly bring the previous PUD approval into compliance with Lyon County Code and state statutes.

NRS does allow for cities and counties to amend existing PUDs per NRS 278A.380 and 278A.410:

“\textbf{NRS 278A.380 Purposes of provisions for enforcement and modification.}\n
1. The enforcement and modification of the provisions of the plan as finally approved, whether or not these are recorded by plat, covenant, easement or otherwise, are subject to the provisions contained in NRS 278A.390, 278A.400 and 278A.410.

2. The enforcement and modification of the provisions of the plan must be to further the mutual interest of the residents and owners of the planned unit development and of the public in the preservation of the integrity of the plan as finally approved. The enforcement and modification of provisions must be drawn also to insure that modifications, if any, in the plan will not impair the reasonable reliance of the residents and owners upon the provisions of the plan or result in changes that would adversely affect the public interest.\""

“\textbf{NRS 278A.410 Modification of plan by city or county.}\n
All provisions of the plan authorized to be enforced by the city or county may be modified, removed or released by the city or county, except grants or easements relating to the service or equipment of a public utility unless expressly consented to by the public utility, subject to the following conditions:

1. No such modification, removal or release of the provisions of the plan by the city or county may affect the rights of the residents of the planned unit residential development to maintain and enforce those provisions.

2. No modification, removal or release of the provisions of the plan by the city or county is permitted except upon a finding by the city or county, following a public hearing that it:

(a) Is consistent with the efficient development and preservation of the entire planned unit development;

(b) Does not adversely affect either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest; and

(c) Is not granted solely to confer a private benefit upon any person.\""

Thank you.

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\(^{1}\) Lyon County Board of Commissioners subsequently adopted regulations that complied with the requirements listed in NRS 278A in December 2004.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
19.a

Subject:
For Possible Action: Approve a services contract for Lyon County to provide IT services to the City of Yerington for $2,000 per month, effective September 1, 2021.

Summary:
The City of Yerington has approached Lyon County to provide IT services to the City.

Lyon County currently believes we have the capacity to provide approximately 20 hours per month of support for $2,000 per month. Eventually, the contract is estimated to be revised downward as ongoing maintenance may be less than 20 hours per month. The City of Yerington will stay on their own network and servers and will not be combined with Lyon County's network and servers. Any hours over 20 per month will be billed at $100 per hour.

This will be a good training project for Lyon County IT staff to be able to design and upgrade a network from their current standard to Lyon County's capabilities.

This contract and the associated work is designed so that it can be easily unwound by either party.

Financial Department Comments:
This would provide approximately $2,000 per month in additional revenue to the Lyon County General Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a services contract for Lyon County to provide IT services to the City of Yerington for $2,000 per month, effective September 1, 2021.

ATTACHMENTS
• - City of Yerington Technology Agreement 2021
SERVICES CONTRACT

This SERVICES CONTRACT, hereinafter referred to as AGREEMENT, is hereby made and entered into effective the 1st day of September, 2021, by and between LYON COUNTY, a political subdivision of the State of Nevada, and the CITY OF YERINGTON, a municipality and political subdivision of the State of Nevada, hereinafter referred to as CITY, based upon the mutual promises and representations contained herein:

RECITALS

WHEREAS, the CITY desires to contract for certain information technology services and has requested this assistance from LYON COUNTY; and

WHEREAS, LYON COUNTY has staff to provide the requested information technology services.

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. Scope of Work. LYON COUNTY agrees to provide information technology services up to twenty (20) hours per month to the CITY, with availability of emergency support during regular business hours. LYON COUNTY may choose to provide non-business hour support as needed. The CITY, upon availability and consent of LYON
COUNTY, may also contract for additional information technology services. The parties specifically agree that the terms and conditions listed on incorporated attachments of this AGREEMENT are also specifically a part of this AGREEMENT and are limited only by any limitations expressly provided.

2. Consideration. The CITY agrees to pay LYON COUNTY a $2,000 monthly fee to perform its obligations under this AGREEMENT, plus $100 per hour of LYON COUNTY staff time that exceeds 20 hours in a month. LYON COUNTY will receive no other payments except as specifically stated herein. The parties may alter the amount of the payments in writings executed by both parties. Such amendments will not affect the other terms and conditions of this AGREEMENT. LYON COUNTY and the CITY shall grant each other the right to access and review any financial records maintained by either party to the extent necessary to determine what funding both parties have expended to meet their respective obligations under this AGREEMENT.

3. Independent Public Agencies. LYON COUNTY is associated with the CITY only for the purposes and to the extent specified in this AGREEMENT, and in respect to performance of the contracted services pursuant to this AGREEMENT. LYON COUNTY is and shall be an independent contractor and, subject only to the terms of this AGREEMENT, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, or create
a new public agency, or to create relationships of an employer-employee or principal-agent between LYON COUNTY and the CITY. Nothing contained in this AGREEMENT shall be deemed or construed to otherwise create any liability for the CITY whatsoever with respect to the indebtedness, liabilities, and obligations of LYON COUNTY or any other party, and vice versa.

In regards to services provided by this contract, LYON COUNTY shall be solely responsible for, and the CITY shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other employment taxes or fees; (2) industrial and workers’ compensation insurance coverage; (3) participation in any group insurance plans; (4) participation or contributions to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage. LYON COUNTY shall indemnify and hold the CITY harmless from, and defend the CITY 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 LYON COUNTY nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the CITY. LYON COUNTY and the CITY 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 AGREEMENT to ensure that the independent contractor relationship remains as such.

4. **Force Majeure.** No party shall be deemed to be in violation of this
AGREEMENT if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the AGREEMENT after the intervening cause ceases.

5. **Limited Liability.** Nothing in this AGREEMENT shall be construed as creating rights for parties not specifically mentioned in the AGREEMENT. LYON COUNTY and the CITY will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

6. **Indemnification.** LYON COUNTY shall indemnify, hold harmless and defend, not excluding the CITY’s right to participate, the CITY from and against third-party claims, liability, 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 LYON COUNTY, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The CITY shall indemnify, hold harmless and defend, not excluding LYON
COUNTY's right to participate, LYON COUNTY from and against third-party claims, liability, 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 the CITY, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

7. Limitation of Liability. In no event shall either party be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits/reputational harm, revenue, data, or use, incurred by other party, whether in an action in contract or tort, or any other theory of liability, arising out of, related to, caused by, or resulting in any way from damage from any security breach or any other security intrusion, or any virus, bugs, other malicious software or harmful components, or any other technical or other malfunction.

In no event shall LYON COUNTY's maximum aggregate liability to the CITY for all damages, losses, and causes of action, whether in contract, tort or otherwise, exceed the amount of fees actually paid by the CITY for the service during the twelve (12) months preceding the date of the event that is the basis for the first claim.

In no event shall the CITY's maximum aggregate liability to LYON COUNTY for all damages, losses, and causes of action, whether in contract, tort or otherwise, exceed the amount of fees actually paid by the CITY for the service during the twelve (12) months
preceding the date of the event that is the basis for the first claim.

8. **Entire Agreement and Modification.** This AGREEMENT 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 AGREEMENT specifically displays a mutual intent to amend a particular part of this AGREEMENT, general conflicts in language between any such attachment and this AGREEMENT shall be construed consistent with the terms of this AGREEMENT. Unless otherwise expressly authorized by the terms of this AGREEMENT, no modification or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

9. **Severability.** If any provision contained in this AGREEMENT is held to be unenforceable by a court of law or equity, this AGREEMENT shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this AGREEMENT unenforceable.

10. **Governing Law; Jurisdiction.** This AGREEMENT and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this AGREEMENT.
11. **Term of Agreement and Termination.** The term of this AGREEMENT is from September 1, 2021 until June 30, 2022. This AGREEMENT shall automatically renew for subsequent twelve (12) month terms unless terminated by either party pursuant to the terms herein.

Any party may terminate this AGREEMENT at any time upon giving the other party 30 days prior written notice.

The parties expressly agree that this AGREEMENT shall be terminated immediately if for any reason CITY funding or LYON COUNTY funding is withdrawn, limited or impaired. If this occurs, LYON COUNTY is entitled to receive any payment for services already performed.

12. **Assignment.** Neither party shall assign, transfer or delegate any rights, obligations, or duties under this AGREEMENT without the prior written consent of the other party.

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

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

15. **Notice.** All notices or other communications required or permitted to be given
under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

CITY OF YERINGTON
Robert Switzer, City Manager
14 E. Goldfield Avenue
Yerington, NV 89447
(775) 463-3511

LYON COUNTY
Jeff Page, County Manager
27 S. Main Street
Yerington, NV 89447
(775) 463-6510

16. **Inspection and Audit.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the CITY or LYON COUNTY, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection and Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to, relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or
location where such records may be found, with or without notice, by the CITY or LYON COUNTY or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this AGREEMENT must be retained by each party for a minimum of three years and for five years if any federal funds are used in this AGREEMENT. The retention period runs from the date of termination of this AGREEMENT. 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.

17. Breach; Remedies. Failure of either party to perform any obligation under this AGREEMENT shall be deemed a breach. Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to, actual damages, and to a prevailing party reasonable attorney's fees and costs.

18. Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the AGREEMENT or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

CITY OF YERINGTON

LYON COUNTY
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
20.a

Subject:
For Possible Action: Approve revisions to Lyon County Personnel Policy Manual.

Summary:
All revisions are reflected in track changes. The overarching purposes of the revisions:

- Alignment with recent legislative changes.
- Alignment with CBA changes.
- Providing additional substance and/or clarity in certain areas, such as personal appearance and remote working.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve attached revisions.

ATTACHMENTS

- Revised Personnel Policy Manual (Track Changes)
LYON COUNTY
PERSONNEL POLICY MANUAL

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1. GENERAL PROVISIONS

1.1 Adoption and Purpose

The Board of County Commissioners has adopted these policies to ensure lawful and fair handling of personnel matters, and to ensure an accountable workforce to deliver high-quality services to the public. The Board may amend these policies from time to time at its sole discretion. Any changes to these policies shall be made available to all employees. All employees must read and familiarize themselves with the contents of these policies. Each employee is required to sign a form acknowledging the obligation to adhere to these policies.

1.2 Scope

These policies apply to all employees of Lyon County. Sections 1, 3, 4, 5, and 11 of these policies also apply to all volunteers of Lyon County. In cases where these policies conflict with express provisions of a collective bargaining agreement, the provisions of the collective bargaining agreement shall govern. In all other cases, these policies shall govern. Nothing in these policies is intended to supersede applicable law. In addition, nothing in these policies is intended to confer a property right in continued employment to individuals who are employed at will by Lyon County.

1.3 Delivery of Written Communications

Written communications pursuant to these policies may be delivered via personal service, courier, U.S. Mail, or electronic mail to a known e-mail address. Information and/or signatures may also be transmitted electronically on Lyon County-approved software platforms.

1.4 Computing Time

For the purpose of determining the length of time within which to take any action required or permitted under these policies, days shall be counted beginning with the day following delivery of the notice and concluding at 5:00 p.m. on the last day to be counted. If the last day to be counted falls on a weekend or holiday, the period will end at 5:00 p.m. on the first business day following that weekend or holiday.

1.5 Administrative Directives

Nothing herein is intended to prevent Lyon County from promulgating administrative directives, interpretive memoranda, and departmental procedures not inconsistent with these policies.

1.6 Change of Personal Information

It is the responsibility of each employee to keep the Human Resources Department informed of the employee’s current legal name, address, telephone number, e-mail address, and any other information relating to employment status. Changes in such information must be submitted through Munis Employee Self Service (ESS) or to the Human Resources Department in writing.
2. **PERSONNEL FILES AND CONFIDENTIAL INFORMATION**

2.1 **Master Personnel Files**

A master personnel file will be maintained for each employee. Lyon County will not place negative information in an employee’s master personnel file unless the employee first has a reasonable opportunity to review it. Employees may submit a rebuttal to any negative information in their master personnel file. Employees may inspect the contents of their master personnel files upon request. All inspections shall occur in the presence of Human Resources personnel. Upon request, Lyon County will provide one set of copies per year at no cost to the employee.

2.2 **Confidential Information**

This policy identifies certain employment-related information as confidential and specifies who may access such information. Confidential information shall not be disclosed except as permitted under this policy or as otherwise required by law.

2.2.1. **Designation of Confidential Information**

The following types of information are designated as confidential:

1. **Personnel Information.** Except for an employee’s name, title, dates of employment, and earnings, the contents of an employee’s master personnel file and any other internal documents or communications concerning an employee’s conduct, competence, and qualifications shall be confidential.

2. **Recruitment Information.** All information generated, acquired, or compiled in connection with the recruitment and selection of candidates for employment, promotion, or transfer with Lyon County shall be confidential. This includes, without limitation: all information submitted with employment applications and an individual’s status as an applicant; all information related to the rating or screening of applicants; all information related to background and reference checks; all information related to any employment examinations and examination results; and all information gathered, generated, or compiled in connection with candidate interviews.

3. **Medical Information.** All employee medical information shall be confidential and shall be maintained in a separate confidential file apart from the master personnel file. Confidential medical information includes, without limitation: information related to pre-employment physical or mental examinations, fitness-for-duty examinations and/or other examinations in which medical information is acquired; information related to an employee’s disability and/or requests for accommodation; information related to drug and alcohol testing results; and any other medical information provided by or concerning the employee.
4. *Investigations and Grievances.* All information pertaining to investigations and grievances shall be confidential and shall be maintained in separate confidential files apart from the master personnel file.

2.2.2 *Access to Confidential Information*

All employees shall have access to their own master personnel file. An employee’s representative may also access the employee’s master personnel file upon presentation of written authorization. Access to confidential information is otherwise restricted to the following:

1. The Human Resources Department, County Manager, Comptroller, District Attorney, and their designee(s).

2. Lyon County payroll staff, as needed in the course of their assigned responsibilities.

3. An employee’s supervisor or department head, to the extent there is a legitimate need to know.

4. Any other person with a legitimate need to know based upon the business or legal interests of Lyon County. Examples may include, without limitation, Lyon County’s attorneys, consultants, insurers, insurance brokers, officials from other governmental agencies, prospective employers seeking reference information, and anyone administering first aid or emergency medical care to an employee. Confidential information shall only be disclosed to such persons to the extent there is a legitimate need to know.

5. Any person, party, or tribunal to whom confidential information must be provided as required by law or pursuant to a court order, subpoena, discovery request, or other legal obligation of Lyon County.
3. **EQUAL EMPLOYMENT OPPORTUNITY**

3.1 **Purpose**

This policy reflects Lyon County’s commitment to providing equal employment opportunities for all applicants and employees. It prohibits harassment and discrimination on the basis of membership in any protected class, including, without limitation, race (including traits associated with race, such as hair texture and protective hairstyles), color, religion, age, gender, sexual orientation, gender expression or identity, national origin, ancestry, disability, national guard status, veteran status, or genetic information. It also ensures fair employment opportunities for individuals with disabilities.

3.2 **Designation of EEO Officer / ADA Coordinator**

The primary responsibility for administering this policy shall rest with the Equal Employment Opportunity Officer / Americans with Disabilities Act Coordinator (EEO Officer / ADA Coordinator). The EEO Officer / ADA Coordinator shall be the Human Resources Director or his/her designee. The name and telephone number of this individual shall be posted on bulletin boards at Lyon County work sites.

Several of the following subsections of this policy identify the EEO Officer / ADA Coordinator as the individual to whom a complaint or alleged violation may or shall be submitted. In the event that a complaint or alleged violation involves the conduct of the EEO Officer / ADA Coordinator, it may be reported to the County Manager or District Attorney instead.

3.3 **Non-Discrimination**

Lyon County does not tolerate any form of unlawful discrimination. Accordingly, Lyon County will:

1. Recruit, hire, train, and promote for all job classifications without regard to an individual’s membership in any protected class, and will ensure that all compensation, benefits, transfers, layoffs, return from layoffs, Lyon County-sponsored training, social, and recreation programs are likewise administered without regard to protected-class membership.

2. Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, the Pregnancy Discrimination Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), and any other applicable federal, state, and local laws.

3. Provide reasonable accommodations to qualified individuals with disabilities, pregnant workers, and victims of domestic violence in accordance with applicable law.
4. Hold management responsible for ensuring that practices, procedures, and activities involving Lyon County personnel are in compliance with all applicable laws prohibiting discrimination in the workplace.

All employees share in the responsibility to create a workplace that is respectful of cultural differences, inclusive, and free of unlawful discrimination. Actions inconsistent with the above commitments shall be considered a violation of this policy.

3.4 Anti-Harassment

Lyon County does not tolerate conduct that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile environment on the basis of membership in any protected class(es). Examples of prohibited conduct include but are not limited to:

- Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.

- Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.

- Offensive gestures, expressions and graphics including leering, obscene hand or finger gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.

- Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.

- Expectations, requests, demands, or pressure for sexual favors.

Any such conduct shall be considered a violation of this policy, irrespective of whether it rises to the level of a hostile work environment under applicable law.

3.5 Employees With Disabilities

Lyon County does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with Lyon County. Lyon County is also committed to providing reasonable accommodations to qualified individuals with disabilities.
3.5.1 Disability-Related Inquiries

Lyon County shall adhere to applicable law regarding disability-related inquiries. A disability-related inquiry is a question (or series of questions) likely to elicit information about a disability. Examples include:

- Asking whether the employee/applicant currently has or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee’s/applicant’s disability;

- Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;

- Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication;

- Asking about an employee’s/applicant’s genetic information;

- Asking about an applicant’s prior workers’ compensation history; and

- Asking an employee’s/applicant’s coworker, family member, health care provider, or other person about the employee’s/applicant’s disability.

Generally, disability-related inquiries are not allowed during the hiring process. In the event disability-related inquiries are necessary (e.g., pre-employment physicals for peace officers), such inquiries shall not be conducted until after Lyon County has evaluated all relevant non-medical information that can be reasonably obtained and analyzed.

Nothing herein shall restrict Lyon County from making any inquiries for medical information as required or permitted by law.

3.5.2 Reasonable Accommodations

1. Applicants. Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with Lyon County, the request shall be forwarded to the EEO Officer / ADA Coordinator. The EEO Officer / ADA Coordinator shall engage in an interactive process with the applicant to identify any available reasonable accommodations.

2. Employees. When Lyon County has reason to believe an employee needs an accommodation to perform his/her job duties, or when an employee requests such an accommodation (verbally or in writing), Lyon County will initiate an interactive process with the employee to identify potential reasonable accommodations. Any supervisor who becomes aware of the potential need for an accommodation or receives an accommodation request shall notify the EEO Officer / ADA Coordinator. The EEO Officer / ADA Coordinator shall then conduct or oversee the interactive process.
3.5.3 **Fitness for Duty**

Nothing herein restricts Lyon County’s right to require proof of an applicant or employee’s fitness for duty consistent with business necessity.

In the event Lyon County has a reasonable basis to believe an employee may not be physically or mentally able to safely or effectively perform the essential functions of his/her job, Lyon County may require the employee to:

1. Provide a fitness-for-duty certification completed by a qualified medical professional who is treating the employee; or

2. Undergo a fitness-for-duty evaluation with a qualified medical professional designated by Lyon County. Lyon County shall bear the cost of such an evaluation.

3.6 **Pregnant Applicants and Employees**

Lyon County prohibits unlawful discrimination against pregnant applicants and employees. In addition, Lyon County provides reasonable accommodations to pregnant applicants and employees. In the event any supervisor becomes aware of a request or potential need for accommodation due to pregnancy, he or she shall contact the EEO Officer / ADA Coordinator. The EEO Officer / ADA Coordinator shall conduct or oversee an interactive process with the pregnant person to identify potential reasonable accommodations. Reasonable accommodations may include a change in the work environment or in the way things are customarily carried out that allows the person to have equal employment opportunities.

Lyon County will not:

- Refuse to provide a requested accommodation unless the accommodation is not reasonable or would impose an undue hardship.

- Take adverse employment action against an employee because the employee requests or uses a reasonable accommodation.

- Deny an employment opportunity to an otherwise qualified applicant because the applicant requested a reasonable accommodation.

- Require an employee or applicant to accept an accommodation she did not request or chose not to accept.

- Require an employee to take leave if another reasonable accommodation is available that would allow the employee to continue working.

In accordance with applicable law, Lyon County will provide a written or electronic notice to new female employees upon commencement of employment that they have the right to be free from discriminatory or unlawful employment practices pursuant to the Nevada Pregnant Workers’ Fairness Act. This notice will be provided again within ten (10) days after an employee notifies Lyon County that she is pregnant. This notice will also be posted at conspicuous locations that are accessible to employees.
3.7 Employee Victims of Domestic Violence

It is Lyon County’s policy to comply proactively with the laws prohibiting employment discrimination against employees who are victims of domestic violence or whose family or household members are victims of domestic violence. For the purpose of this policy, “family or household members” include the employee’s spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity (see consanguinity / affinity chart attached as Appendix A), or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

Whenever a supervisor becomes aware that an employee has a need for an accommodation due to domestic violence, the supervisor shall notify the EEO Officer / ADA Coordinator. The EEO Officer / ADA Coordinator shall conduct or oversee an interactive process to identify potential reasonable accommodations. Reasonable accommodations may include:

- Transfer or reassignment;
- A modified schedule;
- A new telephone number for work; or
- Any other reasonable accommodations deemed necessary to ensure the safety of the employee, the workplace, Lyon County, or other employees.

3.8 Dealing With Allegations of Prohibited Conduct

3.8.1 Process Overview

Employees or applicants who have been subjected to or have witnessed any form of prohibited conduct as described in these equal employment opportunity policies have an affirmative duty to bring the situation to the attention of Lyon County. As set forth below, Lyon County will investigate the matter and, where appropriate, take corrective action.

3.8.2 Employee Responsibilities

Employees who believe they have been subjected to or have witnessed prohibited conduct may, but are not required to, identify the offensive conduct to the alleged violator and request that the behavior stop. If the employee is not comfortable doing this and/or the behavior does not stop, the employee shall immediately report the conduct to a supervisor, the department head, the Human Resources Department, or the EEO Officer / ADA Coordinator.

3.8.3 Supervisor Responsibilities Upon Learning of An Allegation of Prohibited Conduct

Regardless of whether the employee involved is in the supervisor’s department and regardless of how s/he became aware of the alleged prohibited conduct, all supervisors must immediately report all allegations, complaints, or observations of such conduct to the EEO Officer / ADA Coordinator. The information reported must include:
• The persons(s) involved, including all witnesses; and

• All pertinent facts, including date(s), time(s), and locations(s), and a description of the conduct at issue.

A supervisor’s failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

3.8.4 Investigation

Upon being made aware of allegations or complaints of prohibited conduct, the EEO Officer / ADA Coordinator will ensure that such allegations or complaints are investigated promptly. The EEO Officer / ADA Coordinator also will, insofar as practicable, take steps to prevent continuation of the alleged conduct during the pendency of the investigation.

Lyon County will ensure that all investigations are kept as confidential as reasonably possible. Lyon County will communicate the outcome of the investigation (i.e., whether the complaint is substantiated) to the complainant(s) and the individual(s) against whom the complaint was made. Lyon County will otherwise release information relating to the investigation only on a need-to-know basis, or as required by law.

If it is determined from the investigation that a violation of these equal employment opportunity policies has occurred, Lyon County will take appropriate corrective action. Such corrective action may include disciplinary action and any other appropriate action to deter any future prohibited conduct from occurring.

Lyon County treats all allegations or complaints seriously and expects all employees to be candid and truthful during the investigation process. As set forth in Section 3.10 below, individuals who in good faith submit or provide information in support of any complaint under this policy shall not be subject to retaliation. However, if an employee makes false or misleading statements, the employee may be subject to disciplinary action.

3.9 Training

Lyon County will provide training (online or in-person) at least once a year to all employees on the prevention of discriminatory harassment in the workplace. New employees will participate in such training within thirty (30) days of hire.

3.10 Prohibition Against Retaliation

Lyon County does not tolerate retaliation. Retaliation is adverse treatment that occurs because of opposition to prohibited conduct in the workplace, submission of a complaint relating to such conduct, and/or provision of testimony or information in support of a complaint. Any employee who believes s/he has been retaliated against shall immediately notify the EEO Officer / ADA Coordinator. Lyon County will promptly investigate and, where appropriate, take corrective action.
4. **DRUG AND ALCOHOL FREE WORKPLACE**

4.1 *Purpose and Scope*

Improper drug and alcohol use by employees can result in, among other things, impaired job performance, lost productivity, absenteeism, accidents, personal injury and property damage, lowered morale, rising health care costs, and ineffective working relationships. This policy serves to deter and mitigate those effects, and it reflects Lyon County’s commitment to:

1. Maintaining a safe and healthy workplace for all employees, volunteers and the public;

2. Assisting employees who recognize they have a problem with drugs or alcohol in receiving appropriate treatment;

3. Periodically providing employees and volunteers with information about the dangers of workplace drug and alcohol abuse; and

4. When appropriate, taking disciplinary action for failure to comply with this policy.

This policy applies to all employees and volunteers. In addition, Lyon County’s separate Department of Transportation (DOT) Drug and Alcohol Testing Policy also applies to all employees covered by federal DOT regulations.

4.2 *Prohibited Conduct*

Lyon County strictly prohibits the following:

1. The possession, use, sale, attempted sale, manufacture, attempted manufacture, purchase, attempted purchase, cultivation, distribution, and/or dispensing of illegal drugs by an employee, at any time and in any amount. This prohibition includes the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications or consumer products not meant for human consumption contrary to instructions provided by the manufacturer.

2. Any alcohol use and/or being under the influence of alcohol while on duty. This includes:
   - Possessing open containers of alcoholic beverages while on Lyon County premises;
   - Working with a blood alcohol level of .02 or more at any time;
• Driving a County vehicle on or off duty with a blood alcohol level of .02 or more.

NOTE: Lyon County permits consumption of alcoholic beverages during certain non-work related events on Lyon County property, e.g., the County Fair, certain community fund-raisers, and other community-sponsored activities. Employees may consume alcohol during such events without violating this policy provided that their participation in the event is not on Lyon County time and not a part of their duties as a Lyon County employee. Employees choosing to consume alcohol at these events must conduct themselves properly at all times and should ensure that they do not become impaired or intoxicated. Such employees may not act in any official capacity at the event and may not work standby for the event.

3. Working with a detectable level any illegal drug, regardless of the amount.

4. Working with a detectable level of legal medications that could reasonably be expected to impair the employee’s ability to safely perform his/her essential job functions. It is the employee’s responsibility to determine, by reviewing available information pertaining to a prescribed controlled substance or by consulting a physician if necessary, whether a legal drug s/he is taking may or will affect his/her ability to safely and effectively perform his/her job duties. An employee in a safety-sensitive position whose medication could reasonably be expected to affect the employee’s ability to do the job safely shall notify the employee’s department head or the Human Resources Department before appearing for duty while on the medication. The employee may be required to provide a physician’s certification stating that the employee can safely perform the essential functions of the employee’s position while on the medication.

5. Refusal to submit to a drug or alcohol test administered pursuant to this policy or Lyon County’s separate DOT Drug and Alcohol policy.

Violations will lead to disciplinary action, up to and including termination of employment.

4.3 Reporting Violations

Any employee who receives information or is a witness to any violation of this policy is required to immediately report it to his/her supervisor, department head, or the Human Resources Department. The information reported must include:

• The persons(s) involved, including all witnesses;

• Any information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;

• A written record of specific conversations held with the accused and any witnesses;
4.4 Medical Marijuana

Lyon County will make reasonable accommodations for the medical use of marijuana by holders of valid registry cards to the extent required under NRS 453A.800; provided, however, that in no event shall any employee be granted permission to:

1. Use medical marijuana products in the workplace;

2. Use medical marijuana products insofar as such use may create a legitimate safety risk or threat;

3. Use medical marijuana products insofar as such use may compromise the employee’s ability to perform essential job functions;

4. Use medical marijuana products if the employee works directly or indirectly on matters funded by federal grants;

5. Use medical marijuana products to the extent that such use would conflict with Lyon County’s obligations under federal or state law;

6. Use medical marijuana products to the extent that such use may jeopardize Lyon County’s funding, public trust, or ability to effectively operate; or

7. Use medical marijuana products to the extent that such use would otherwise create an undue hardship for Lyon County.

In the event an employee requests a reasonable accommodation for medical marijuana use, the request shall be forwarded to the EEO Officer / ADA Coordinator. The EEO Officer / ADA Coordinator shall conduct or oversee an informal interactive process, consistent with this policy, to determine whether a reasonable accommodation can be afforded for the medical use of marijuana products.

4.5 Safety-Sensitive Employees

For the purpose of this personnel policy manual, “safety-sensitive” refers to employees who, in the normal course of business:

- Operate or maintain heavy equipment or vehicles used to transport passengers;

- Possess or operate firearms or other weapons;

- Prepare food for Lyon County’s clients or customers; or

- Perform any other duties that, if performed with inattentiveness, errors in judgment, lack of focus, or diminished coordination, reflexes, or dexterity,
may present a real threat to the safety of the employee, co-workers, or any other person.

A list of safety-sensitive classifications for the purpose of this personnel policy manual is attached as Exhibit B.

NOTE: Lyon County’s separate DOT Drug and Alcohol Testing Policy defines “safety-sensitive” in accordance with federal regulations. Employees working in classifications that meet the definition of “safety-sensitive” under both policies are subject to both policies. See Appendix B.

4.6 Drug and Alcohol Testing

The following types of drug and alcohol testing shall be conducted in appropriate circumstances as described below. With respect to employees performing work covered by federal DOT regulations, this policy is not intended to supersede or replace Lyon County’s DOT Drug and Alcohol Testing Policy. In the event of any occurrence that requires testing pursuant to Lyon County’s DOT Drug and Alcohol Testing Policy that policy shall govern. However, nothing restricts Lyon County from also enforcing any provisions of this policy insofar as such enforcement would not expressly and directly conflict with Lyon County’s DOT Drug and Alcohol Testing Policy or its obligations under federal law. In addition, this policy shall apply to all non-DOT employees.

4.6.1 Reasonable Suspicion Testing

All employees who know or have reason to suspect that any coworker is under the influence of drugs or alcohol while on duty shall immediately report it to their supervisor or department head. The supervisor or the department head shall be responsible for determining if reasonable suspicion exists to warrant drug and/or alcohol testing, and shall be required to document in writing the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. This documentation shall be immediately forwarded to Human Resources. Upon approval from the Human Resources Director or his/her designee, the employee shall be ordered to submit to a drug or alcohol test.

The following is a non-exhaustive list of circumstances and/or behaviors that may constitute a basis for reasonable-suspicion testing:

- Information concerning drug or alcohol use provided by reliable and/or multiple sources.
- Observation of drug or alcohol use.
- Observation of signs and symptoms of drug or alcohol use.
- Odor of drugs or alcohol.
- Drug or alcohol paraphernalia found on the employee’s person or at or near the employee’s work area.
• An admission by an employee of drug or alcohol use or of being under the influence while on duty.

• Evidence that the employee has tampered with a drug and/or alcohol test.

• Abnormal or erratic behavior. This may include a single incident of serious abnormal behavior (e.g., unprovoked violent or threatening behavior) or a pattern of behavior that is significantly different from the individual’s normal behavior and/or from commonly accepted behavior in the workplace.

• A pattern of attendance problems, combined with other potential indicators of drug or alcohol use.

An employee who is required to submit to reasonable-suspicion testing will be provided transportation by Lyon County to the location of the test. The employee will be advised to refrain from eating or drinking before being tested. After the employee submits to the test, or if the employee refuses to be tested, Lyon County will provide transportation for the employee to his/her home. The employee may be placed on administrative leave with pay pending the results of this test.

4.6.2 Post-Accident Testing

Lyon County shall conduct post-accident drug and alcohol testing following accidents involving:

1. Death;

2. Immediate medical treatment away from the scene, and circumstances indicating the employee may have contributed to the accident;

3. Disabling damage to a vehicle, and circumstances indicating the employee may have contributed to the accident; or

4. Circumstances from which Lyon County reasonably suspects that drug or alcohol use may have been a contributing factor in the accident.

Post-accident testing shall occur as soon as possible after the accident. The employee will be immediately provided transportation by Lyon County to the location of the test. The employee will be advised to refrain from eating or drinking before being tested. After the employee submits to the test or if the employee refuses to be tested, Lyon County will provide transportation for the employee to his/her home. The employee may be placed on modified duty or administrative leave with pay pending the results of this test.

In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen immediately following the accident, Lyon County may obtain hospital records or other documents that indicate the
presence of drugs or alcohol in the employee’s system when the accident occurred.

In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing Lyon County to obtain the test results from such officials.

An employee who is subject to a post-accident test must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the employee, subject to a post-accident test, must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.

4.6.3 Pre-Employment Testing

All applicants being considered for employment in safety-sensitive positions will be required to submit to a urinalysis test for the detection of illegal drugs as part of a post-offer, pre-employment drug test. All such offers of employment are conditioned upon the ability to pass this drug test.

An applicant who refuses to test or tests positive will not commence or continue employment with Lyon County. The individual’s conditional offer will be revoked and/or the individual will be terminated. The individual will not be permitted to reapply for employment with Lyon County for at least twelve (12) months.

Employees hired to perform work covered by federal DOT regulations shall be subject to pre-employment drug testing under Lyon County’s DOT Drug and Alcohol Testing Policy. An employee who undergoes pre-employment drug testing under that policy need not also undergo pre-employment drug testing under this policy.

4.6.4 Random Testing

Employees in safety-sensitive positions shall be subject to random drug and alcohol testing in accordance with the following:

1. Lyon County will drug test, at a minimum, 25% of the average number of employee positions designated as safety-sensitive each calendar year. Lyon County will alcohol test, at a minimum, 10% of the average number of employee positions designated as safety-sensitive each calendar year.

2. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee’s social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Some employees in the random-testing pool may be tested more than once each year; some may not be tested at all.
3. Random drug testing will be performed at any time while the employee is at work. Random alcohol testing will be performed just before, during, or just after the employee performs safety-sensitive functions.

4. An employee selected for random testing shall proceed immediately to the test site. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.

5. Employees selected for a random test but absent due to vacation, sick leave, other leave, or on urgent Lyon County business approved by their department head will not be notified to take the random test until the first day they return to work after random selection.

Employees performing work covered by federal DOT regulations shall be subject to random testing under Lyon County’s DOT Drug and Alcohol Testing Policy, and shall be part of separate random-testing pool(s). An employee in the DOT random-testing pool(s) need not also be placed in the random-testing pool for safety-sensitive employees pursuant to this policy.

4.6.5 Consequence of Refusal to Submit to Testing / Adulterated Specimen

An employee who refuses to submit to testing for alcohol and/or drugs shall be treated as having received a positive test and will be subject to disciplinary action, up to and including termination. Refusal to submit to testing includes:

1. Failure or refusal to provide a specimen (or sufficient volume of the specimen) without a substantiated medical explanation;

2. Providing an adulterated or substituted specimen;

3. Failure to appear at the testing facility within a reasonable time;

4. Leaving the scene of an accident without just cause prior to submitting to a test;

5. Leaving the testing facility prior to test completion;

6. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;

7. Failure to take a second test when required; or

8. Failure to cooperate with any part of the testing process or to sign required consent forms.

4.6.6 Testing Guidelines

Lyon County will test for the following types of substances:

- Marijuana (THC)
• Cocaine, including crack
• Opiates, including heroin, codeine, and morphine
• Amphetamines, including methamphetamines
• Phencyclidine (PCP)
• Alcohol
• 6-Acetylmorphine
• MDMA (Ecstasy)

Lyon County will provide transportation and accompany the employee to a designated medical facility whenever a post-accident or reasonable-suspicion test is required per Lyon County’s policy. Lyon County will bear the cost of all testing it requires of any employee or job applicant.

4.6.7 **Option to Retest**

No later than seventy-two (72) hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice. Upon request, the medical review officer will authorize the laboratory holding the employee’s sample to release to a laboratory approved by the Department of Health and Human Services a sufficient quantity of the sample to allow a second laboratory to conduct a drug testing analysis. The employee will be required to authorize the laboratory to provide Lyon County with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis.

4.6.8 **Mandatory Retest**

An employee who tests negative dilute will be required to immediately retest. The employee will:

1. Receive the minimum possible advance notice of retest;
2. Be accompanied by a supervisor to the collection site; and
3. Not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest may be under direct observation if directed by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and Lyon County will not conduct a third test unless directed to do so by the Medical Review Officer.

4.7 **Searches**

If Lyon County suspects that an employee is in possession of illegal drugs, alcohol, or contraband in violation of this policy, Lyon County may search employer vehicles, lockers, desks, and work areas. By entering into or being present at a job site, while on Lyon County time, or representing Lyon County in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. Lyon County may take any lawful means to determine whether alcohol, illegal drugs, or contraband are located.
or being used at, on, or in Lyon County property or worksites. Lyon County may call upon law enforcement authorities if necessary.

Searches will be conducted by management personnel and may or may not be conducted in the presence of the person whose property or work area is searched. Any suspected contraband will be confiscated, and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the Lyon County representative conducting the search.

Nothing in this policy shall be construed to restrict the right of Lyon County to effectuate, to the fullest extent permitted by law, any other type of work-related search or seizure not expressly referenced above. Additionally, nothing in this policy shall be construed to restrict the right of any duly-authorized Lyon County law enforcement personnel to effectuate any lawful search or seizure in the course of their duties.

4.8 Employee Education

Lyon County maintains information relating to the hazards of and treatment for drug and alcohol-related problems. Proactive training and information shall be sponsored by Lyon County periodically. Any Lyon County employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with these policies.

4.9 Employee Assistance and Voluntary Referral

Lyon County strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs or alcohol under this policy or prior to any other violation of this policy, including a criminal conviction of that individual for a drug or alcohol related offense. A decision to participate in the Employee Assistance Program will not be a protection or defense from discipline.

Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized rehabilitation program shall be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol.

The employee must agree to release treatment information to Lyon County to permit the monitoring of the employee’s ongoing compliance with the treatment recommendation. Any related leave will be considered to be medical leave under the provisions of the Family and Medical Leave Act if the employee is eligible. Employees requiring in-patient treatment are requested to notify the Human Resources Department in advance of their treatment admission. After such accommodation, the discontinuation of any involvement with alcohol or drugs is an essential requisite for continued employment. Upon completion of a substance abuse program, employees must take and pass a return-to-work test, and sign a return-to-work agreement that will include a commitment to follow recommendations given by the treatment provider and other conditions as Lyon County deems appropriate.
The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and/or the employee’s insurance provider. All information regarding an employee’s participation in treatment will be held in strict confidence. Only information that is necessary for the performance of normal business will be shared by Lyon County’s management.

4.10 **Disciplinary Action**

An employee may be found to have violated this policy on the basis of any appropriate evidence, including but not limited to:

- Direct observation of illegal use of drugs, prohibited use of alcohol, or possession of illegal drugs or alcohol or related contraband;

- Evidence obtained from a motor vehicle citation or a criminal conviction for use or possession of illegal drugs, or for alcohol on the job;

- A verified positive test result; or

- An employee's voluntary admission.

Violations of this policy will lead to disciplinary action. Prohibited conduct involving the use of controlled substances will, absent extraordinary circumstances as determined by Lyon County at its sole discretion, result in termination of employment. In the rare event Lyon County issues discipline other than termination to an employee who has engaged in the prohibited use of controlled substances, that employee shall be required to undergo the return-to-work and follow-up testing in accordance with Lyon County’s separate DOT Drug and Alcohol policy, which are for this purpose incorporated herein by reference. The employee shall also comply with any other reasonable conditions imposed by Lyon County. Failure to do so shall result in immediate termination of employment.
5. **EMPLOYEE RELATIONS**

5.1 **Whistleblower Protection**

5.1.1 **Purpose**

This policy encourages employees to report improper governmental action, and, together with Title 2, Chapter 2 of Lyon County Code, it establishes protections for those who do so.

5.1.2 **Obligations of Officers and Employees of Lyon County**

Employees are encouraged to disclose improper governmental action, including a violation of any state law or regulation, a violation of County Code, an abuse of authority, a substantial and specific danger to the public health or safety, or a gross waste of public money. Officers and employees may make such disclosures to their supervisor, department head, elected official, the Human Resources Director, the County Manager, or the District Attorney.

No officer or employee of Lyon County shall directly or indirectly use or attempt to use the officer’s or employee’s official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action. In addition, officers and employees of Lyon County have an affirmative obligation to use their official authority or influence to remedy any reprisal or retaliatory action for the disclosure of improper governmental action of which they become aware.

5.1.3 **Appealing Violations**

If an alleged violation of this policy or if an alleged reprisal or retaliatory action is taken against an officer or employee for the disclosure of improper governmental action within two (2) years of such disclosure, the aggrieved officer or employee may file a written appeal. The appeal shall be delivered to the County Manager within sixty (60) days of the violation or the reprisal or retaliatory action. It shall be submitted on the prescribed form available on Lyon County’s website, along with copies of all relevant documents, videos, or other physical evidence. Upon receipt of a timely and complete appeal, the County Manager will appoint a hearing officer in accordance with Title 2, Chapter 2 of Lyon County Code. The hearing officer will be empowered to direct, among other things, that any individual determined to have engaged in prohibited conduct desist from doing so or be terminated from employment.

5.1.4 **Notice Requirements**

Upon hire and annually thereafter, all employees shall receive a written summary of whistleblower rights and protections or view a video explaining such protections.
5.2 Bullying

Lyon County does not tolerate bullying. Bullying is repeated mistreatment of an employee that takes one of the following forms:

1. Verbal abuse;

2. Offensive behaviors (including nonverbal, physical, and cyber bullying) which are threatening, humiliating, or intimidating; or

3. Work interferences, such as sabotage, which prevent work from getting done.

Examples of prohibited conduct include:

- **Verbal Bullying:** Slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.

- **Physical Bullying:** Pushing, shoving, kicking, poking, tripping, battery, assault or threat of physical assault, damage to an employee’s work area or property.

- **Nonverbal Bullying:** Nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.

- **Cyber Bullying:** Repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, social media, or any other type of digital technology.

- **Workplace Interference:** Sabotaging which prevents work from getting done; deliberately tampering with a person’s work area or property; unreasonably assigning menial tasks outside of a person’s normal job duties.

Individuals who have been subjected to or have witnessed workplace bullying are encouraged to report the matter to a supervisor, their department head, or the EEO Officer / ADA Coordinator. Where it deems appropriate, Lyon County shall promptly investigate the matter and, if necessary, take corrective action. Any employee found to have engaged in workplace bullying may be subject to disciplinary action, up to and including termination.

5.3 Employee Dating

Lyon County recognizes that an environment where employees maintain clear boundaries between personal and workplace interactions is most effective for conducting business. In addition, Lyon County recognizes the need for employees to uphold standards of ethics and professionalism while on duty or representing Lyon County in any capacity. Accordingly:
1. Employees in supervisory/managerial positions are prohibited from having a romantic relationship with any subordinate employee. This includes subordinates who do not report directly to them (e.g., subordinates who are two or more tiers below them on the organizational chart or chain of command).

NOTE: The sole exception to this prohibition is for spouses or domestic partners of elected officials who held the subordinate position before their spouse or domestic partner took elected office (See Policy 5.5 below). In such cases, appropriate measures shall be taken to ensure the operation of the office is not materially impacted by any conflict of interest.

2. No romantic relationship may create an ethical conflict of interest or the reasonable perception of a conflict of interest.

3. All employees are prohibited from engaging in sexual contact or other inappropriate contact with any other person while on or in County property, while on duty, and/or while acting in any official capacity.

5.4 Workplace Violence

Lyon County will not tolerate workplace violence. This includes any acts or threats of physical violence occurring on or in County property or worksites, in the course of Lyon County’s business, or involving persons acting on Lyon County’s behalf in any official capacity. Examples of conduct which may be considered workplace violence include, but are not limited to, the following:

- Hitting or shoving an individual.

- Threatening an individual or his/her family, friends, associates, or property with harm.

- The intentional destruction or threat of destruction of Lyon County property.

- Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication.

- Harassing surveillance or stalking.

- Unauthorized possession or inappropriate use of firearms, weapons, explosives, or hazardous biological or chemical substances while on Lyon County business.

Every employee is required to immediately report workplace violence. The report shall be made to the employee’s supervisor, department head, or the Human Resources Director. Violations of this policy may result in disciplinary action and/or other appropriate legal action.
Bona fide self-defense to prevent imminent bodily harm to oneself or another shall not constitute a violation of this policy, nor shall the lawful and appropriate use of force by a sworn peace officer in the course and scope of the officer’s duties.

5.5 Employment of Relatives

Pursuant to NRS 281.210, no officer or appointing authority of Lyon County may employ in any capacity on behalf of Lyon County any relative of such a person who is within the third degree of consanguinity or affinity. (See consanguinity / affinity chart attached as Appendix A.) Existing employees may continue in their current position following the election of their relative to an appointing authority position.

In addition, no person shall be employed in a position if such employment would require supervision by a relative who is within the third degree of consanguinity or affinity. This includes employees separated by two or more tiers of supervision on the organization chart or chain of command. (Example: An employee reports to an immediate supervisor, who reports to a division manager, who reports to a department head. The employee may not be related within the third degree of consanguinity or affinity to the division manager or department head.)

5.6 Code of Ethical Standards

Holding public office and/or employment is a public trust. To preserve that trust, Lyon County requires strict adherence to ethical standards as established by this policy and/or applicable law. This policy sets forth a list of ethical obligations that, while not exhaustive or intended to address every situation, sets basic expectations for ethical conduct.

- All elected officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.

- They will act with care and diligence in the course of their employment.

- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost respect and courtesy.

- They will comply with all applicable federal, state, and local laws.

- They will comply with any lawful and reasonable direction given by someone in the employee’s agency who has authority to give the direction.

- They will maintain appropriate confidentiality.

- They will disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment.

- They will use employer resources in a proper manner.

- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.
They will, at all times, act in a way that upholds the values and the integrity and good reputation of Lyon County.

They will comply with any other conduct requirement that is prescribed by Lyon County.

In addition, Lyon County officials and employees are required to comply with NRS 281A.400 and NRS 281.230, which are incorporated herein by reference.

Violations may result in disciplinary action, up to and including termination.

5.7 Political Activity

Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to: soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause is also an example of prohibited political activity during work hours. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or employment, including a citizen requesting service supplied by Lyon County, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

Employees may not participate in any of the above-mentioned activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of Lyon County.

Employees are forbidden from using any Lyon County resources (e.g., interoffice mail, email, telephone, fax machines, the Internet, or copy machines) to engage in any political activity outside the approved scope of the employees’ official duties.

5.7.1 Running for or Holding Political Office

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any business related to these activities while on duty. This includes all the items listed in the previous section, (i.e., political activity.)

If there is a conflict with, or the activities hinder the performance of the duties with Lyon County, the employee will comply with one of the following: (final approval is at Lyon County’s sole discretion)

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued leave time, or;
- The employee may request unpaid leave.

The maximum duration of paid or unpaid leave time approved will be ninety (90) days. Lyon County’s leave policies addressing continuation of health
insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

5.8 Solicitation Prohibited

5.8.1 Employee Activities

Distribution of literature by employees in work areas on behalf of any club, society, labor union, religious organization, political party, or similar organization, or for any purpose whatsoever is strictly prohibited. Solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, or similar organization, or for any purpose whatsoever, is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized employee organization may be allowed if expressly permitted by a collective bargaining agreement.

5.8.2 Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

1. Consultants and business representatives of recognized employee organizations are allowed access to employees as allowed by the specific terms of a current collective bargaining agreement.

2. Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by Lyon County for payment through payroll deduction may meet with employees at times and places during work time or on Lyon County property as may be approved by the appropriate official.

5.9 Work Stoppage Prohibited

No employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work.

Violations of the above may result in disciplinary action, up to and including termination.

5.10 Use of Lyon County Property and Premises

Employees will use Lyon County’s property and equipment including, but not limited to, monies and funds, telephones, vehicles, tools, equipment, and facilities only for work purposes as directed by management. When using Lyon County property and equipment, employees are expected to exercise reasonable care to prevent damage or loss. This includes, for example, performing required maintenance and following all operating instructions as well as safety standards and guidelines. Employees will not misuse, destroy, or otherwise use in an improper or unsafe manner any property of Lyon County. Employees cited by law enforcement for minor or major vehicle/traffic
violations must complete the Accident/Incident report located in each vehicle and report to their supervisor.

Employees will not use in an unauthorized manner, make unauthorized copies, or have or allow unauthorized possession of Lyon County keys. Employees are prohibited from transporting family members in Lyon County’s vehicles unless specifically authorized to do so by their supervisor.

Lyon County may authorize the examination of lockers, desks, vehicles, and all other property and spaces owned or controlled by Lyon County to check for the presence of any unauthorized material including, but not limited to, alcohol and illegal drugs. Notice to employees for search of Lyon County-owned property or spaces are not required, and a search may be conducted either in or outside the employee’s presence.

Lyon County may take whatever lawful means necessary to determine whether unauthorized material, weapons of any type, controlled substances, or contraband are located or being used on or in its premises or property. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted away from the site and subject to discipline as appropriate.

Violations of the above may result in disciplinary action, up to and including termination.

5.11 Phone/Device Usage

Lyon County’s policy covers all phone/device usage while at work, including personal and Lyon County-issued phones and devices.

5.11.1 Personal Phone/Device Usage

Except in exigent circumstances, personal phone/device usage, including but not limited to calls, texting, social networking, and Internet usage, is limited to authorized break periods.

Lyon County issued phones/devices shall be used for official business only. No personal use of such equipment is permitted, except in the event of a personal or medical emergency. If an emergency situation arises and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call and, if requested, the number called. Violation of this policy may result in the employee being responsible for reimbursing any costs incurred.

5.11.2 Phone/Device Use in Vehicles

1. Employees on duty and/or conducting official business at any time while operating motor vehicles are prohibited from using phones/devices while the vehicle is in motion. This includes dialing, answering, texting, emailing, and checking messages. Employees are neither required nor expected to use a cell phone while the vehicle is in motion.

   NOTE: As an exception, employees may use the blue tooth or hands-free features of a phone/device while operating a vehicle, provided
that it does not require them remove their hands from the steering wheel, avert their eyes from the road, or otherwise compromise their ability to safely operate the vehicle.

2. Employees shall pull off the road and safely stop before placing or accepting calls, texting, emailing, checking messages, or performing any other function that would require them to remove their hands from the steering wheel, avert their eyes from the road, or otherwise compromise their ability to safely operate the vehicle.

3. This policy does not include passenger use of cell phones/devices.

4. This prohibition is in effect regardless if the cell phone/device is issued by Lyon County or is privately owned by the employee.

5. An exception to this rule is the legitimate use of cell phones/devices by specific departments and for specific reasons as established by each department. For example: the police, fire, ambulance, and EMT departments may operate vehicles while using cell phones only in direct response to emergency calls, but must always keep safety a paramount concern.

5.11.3 Phone/Device Use in Business Meetings

Phone/device use during meetings, unless specifically required or authorized by management, is forbidden. Phones/devices must be turned off and/or calls forwarded to the message feature.

5.11.4 Damage and Loss

All employees shall exercise due care to prevent damage or loss of Lyon County issued phones/devices. In the event a phone/device is damaged or lost, the employee shall immediately report it to his/her supervisor or department head, and state the reason for the damage or loss.

5.12 Information Technology

5.12.1 Policy

Lyon County requires employees to use information technology (computer systems, telecommunication and other devices, software platforms, and electronic information systems) responsibly.

5.12.2 Privacy

Employees should not expect privacy with respect to any of their activities when using the Lyon County’s computer and/or telecommunication property, systems, software applications, electronic information systems, or services. Use of passwords or account numbers does not create the expectation of privacy and confidentiality. Lyon County reserves the right to review, retrieve, read, and disclose any files, messages, or communications that are created, sent, received, or stored on Lyon County’s computer systems and/or equipment. This right to review, also called monitoring, is for the purpose of
ensuring the security and protection of business records, preventing unlawful and inappropriate conduct, and creating as well as maintaining a productive work environment.

In accordance with NRS 613.135, Lyon County will not request user names and passwords for personal social media accounts and will not take any type of employment action against an employee who refuses to provide the user name and password for their personal social media account. This does not prevent the Lyon County Information Technology Department (or any other department authorized by the County Manager) from requiring an employee to disclose the user name and password for access to Lyon County’s computer or information system(s).

5.12.3 Use

The computers, associated hardware and software, including electronic mail (email or instant messaging “IM”) and access to on-line services (the Internet), as well as voice mail, pagers, phones, and faxes, are Lyon County’s property and, as such, are to be used for business purposes. Very limited or incidental use for personal, non-business purposes is acceptable as long as it is:

- Conducted on personal time (i.e., during breaks or meal periods);
- Does not consume system resources or storage capacity; or
- Does not involve any prohibited uses and is not visible to the public.

Employees loading, importing, or downloading files from sources outside Lyon County’s system, including files from the Internet and any computer disk, must ensure the files and disks are scanned with Lyon County’s current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.

Employees may use information technology, including the Internet, during work hours on job-related matters to: gather and disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations.

Use of Lyon County’s computer systems and telecommunication and other devices or the employee’s use of personally-owned electronic devises to gain access to Lyon County’s files or other work-related materials maintained by Lyon County constitutes acceptance of this policy and its requirements.

5.12.4 Prohibited Use

Prohibited use includes, but is not limited to, the following:

1. Sending, receiving, or storing messages that could reasonably be considered offensive, disruptive, harassing, threatening, derogatory, defamatory, pornographic, indicative of illegal or prohibited activity, or any that contain belittling comments, slurs, or images based on membership in any protected class.
2. Subscriptions to newsletters, advertising, “clubs,” or other periodic email which is not necessary for the performance of the employee.

3. Sending, receiving, or storing union-related solicitations.

4. Engaging in political activities.

5. Engaging in religious activities.

6. Conducting, in any manner, outside employment.

7. Engaging in illegal, fraudulent, or malicious conduct.

8. Downloading, uploading, or otherwise transmitting without authorization:
   - Confidential or proprietary information or material
   - Copyrighted material
   - Illegal information or material
   - Sexually explicit material

9. Obtaining unauthorized access to other systems.

10. Using, without explicit authorization, another person’s password or account number.

11. Improperly accessing, reading, copying, misappropriating, altering, misusing, or destroying the information/files of other users.

12. Loading unauthorized software or software not purchased or licensed by Lyon County.

13. Breaching or attempting to breach any security systems or other malicious tampering of any of Lyon County’s electronic systems including, but not limited to, introduction of viruses.

14. Using Lyon County’s information technology in other than a very limited or incidental way for personal, non-business purposes.

15. Writing or participating in blogs that injure, disparage, and/or defame Lyon County, members of the public, and/or its employees’ reputations by name or implication.

5.12.5 Violation of Policy

Improper or prohibited use of Lyon County’s property, systems, or services will result in discipline, up to and including termination.
5.13 **Employee Speech, Expression, and Social Networking**

5.13.1 **Purpose**

This policy is intended to balance Lyon County’s interests in effectively operating a governmental agency with its employees’ rights to free speech and expression. Lyon County encourages the free and open exchange of information and ideas. However, Lyon County reserves the right to regulate employee speech and/or expression that is deleterious to its legitimate governmental interests to the extent permitted by law.

5.13.2 **Scope**

This policy applies to all oral, written, graphic, and electronic forms of communication and expression, including but not limited to video, photographs, print media, spoken or written word, blogs, social or professional networking activity, and content distributed through messaging applications.

5.13.3 **Expectation of Privacy**

Lyon County reserves the right to monitor content concerning Lyon County and its employees, vendors, clients, and operations. Employees are cautioned that they should have no expectation of privacy when posting content on the Internet or in other public forums. Employees also have no expectation of privacy when using Lyon County equipment, software, or accounts to publish information. In addition, employees have no expectation of privacy when publishing information on Lyon County’s behalf or in any official capacity.

5.13.4 **Content Published on Lyon County’s Behalf**

Only authorized employees may prepare and modify content for Lyon County on its website, social networking page(s), and other official sites. In addition, only employees authorized by their department head or the County Manager may give statements to the media on Lyon County’s behalf.

Authorized employees shall adhere to the following guidelines:

- The employee must identify himself/herself as an employee of Lyon County.
- The information published by the employee shall not go beyond the scope of the employee’s authorization.
- The information published by the employee shall comply with all applicable laws and ethics provisions.
- The employee shall not knowingly publish false or disparaging information.
- The employee shall not publish copyrighted information where written reprint information has not been obtained in advance.

5.13.5 **Personal Speech and Expression**

Employees of Lyon County shall enjoy freedom of speech and expression to the full extent provided by law. However, employees must be mindful that this freedom is not unlimited. Employees occupy a trusted position in the
community, and their statements may have the potential to impact Lyon County’s ability to effectively operate. Unless it is legally protected or privileged, employees shall refrain from speech or expression that:

- Would compromise the safety of an employee of Lyon County or another person;
- Constitutes defamation (including libel and slander);
- Constitutes perjury or blackmail;
- Constitutes a true threat, fighting words, the incitement of imminent lawless action, or a solicitation to commit crimes;
- Constitutes child pornography;
- Is not a matter of public concern, and tends to compromise or damage the mission, reputation, operations, or working relationships within Lyon County; or
- Is a matter of public concern, but is so detrimental to the mission, reputation, operations, or working relationships within Lyon County that the employee’s interest in publishing the content is outweighed by Lyon County’s legitimate governmental interests.

The following additional guidelines shall also apply to individual speech or expression:

- Employees may not use County emails or County time to conduct personal blogging or personal social networking activities.
- Employees may not use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with Lyon County.
- If an employee chooses to identify as a Lyon County employee, some readers may view the employee as a spokesperson for Lyon County. Because of this possibility, employees must state that their views expressed within their blog or social networking area are their own and not those of Lyon County, nor of any person or organization affiliated or doing business with Lyon County. This includes recommendations or references for co-workers or past employees.
- Employees may not post on personal blogs or other sites the name, trademark or logo of Lyon County or any business with a connection to Lyon County. Employees may not post County-related documents or information including privileged information, confidential matters, proprietary or copyrighted information, or County-issued documents intended for internal distribution.
• Employees may not post on personal blogs or social networking sites photographs of other employees, clients, vendors or suppliers, nor may employees post photographs of persons engaged in County business or at County events without prior consent.

• Employees may not post on personal blogs and social networking sites any advertisements or photographs of County products, nor sell or endorse County products and services.

• Employees cannot link from a personal blog or social networking site to Lyon County’ internal web site.

5.13.6 Violations

Violations of this policy may subject an employee to disciplinary action. All disciplinary action brought under this policy must be reviewed and approved by the Human Resources Director or the District Attorney.

5.14 Smoking, E-cigarettes and Tobacco Use

As required by NRS 202.2483 Nevada Clean Indoor Act and in accordance with Lyon County’s desire to provide a healthy work environment for all employees, smoking, e-cigarettes and the use of tobacco products is prohibited within any building owned, leased, contracted for and/or utilized by Lyon County. This prohibition extends to anywhere within work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, and reception areas. Lyon County may designate an outdoor smoking area for its employees. Lyon County shall not allow the use of tobacco products during staff and training meetings. Further, Lyon County bans smoking (tobacco and e-cigarettes) and the use of tobacco products in all vehicles it owns or uses.

5.15 Outside Employment

5.15.1 Policy

In order to maintain a work force that is fit and available to provide proper services and carry out functions of Lyon County, employees are prohibited from engaging in outside employment which conflicts with the employee's employment.

5.15.2 Conflicting Employment

Outside employment is considered to conflict with Lyon County employment if it:

1. Interferes with the employee’s ability to perform his/her assigned job.

2. Prevents the employee’s availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee’s job.

3. Is conducted during the employee’s work hours.
4. Imposes additional burden on other Lyon County employees.

5. Utilizes Lyon County’s telephones, computers, supplies, or any other resources, facilities, or equipment.

6. Is represented as an activity of Lyon County or an activity endorsed or recommended by Lyon County.

7. Uses employment with Lyon County for pecuniary gain, except to the extent that it may demonstrate expertise or qualification to be hired to perform the outside work.

8. Requires the employee to schedule vacation time at specific times that could disrupt the operation of Lyon County.

9. Involves employment with an organization that has contracts or does business with Lyon County, if it would create a conflict of interest or the reasonable perception of a conflict of interest.

10. Could reasonably diminish public perception or reflect poorly upon Lyon County.

5.15.3 Procedure

1. Each employee will determine whether the proposed outside employment may conflict with his/her employment with Lyon County.

2. When outside employment may be reasonably perceived to be in conflict with his/her employment, or if the employee is unsure about a perceived conflict, the employee must notify his/her supervisor or department head of the outside employment.

3. The supervisor or department head will review the outside employment and determine if there is a conflict with the current employment. The supervisor or department head may request information including the name of the outside employer, the hours of work, the job site, and the duties performed.

4. The supervisor or department head will inform the employee that the outside employment is not allowed if there is a conflict with the employee’s employment.

5. The supervisor or department head will advise Human Resources Director of instances of outside employment conflict and/or perceived conflict.

6. If the outside employment is in conflict with employment with Lyon County, the employee must terminate the outside employment if s/he wishes to remain an employee of Lyon County.
7. Employees who engage in outside employment which is prohibited by this policy are subject to discipline, up to and including termination.

8. Provisions of policies and procedures of the Sheriff’s Department may provide additional restrictions or conditions for approval of outside employment and will remain in effect as they are currently written or as they may be modified.

5.16 Personal Appearance

5.16.1 Policy

1. Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with his/her supervisor or department head/manager.

2. Employees working in office areas should dress professionally. Appropriate attire includes, but is not limited to, slacks, khakis, capri or crop pants (if they portray a business appearance), knit blouses or tops, dress shirts, polo and cotton shirts, skirts and dresses, turtlenecks, sweaters, loafers, and sandals. Blue jeans, T-shirts, sweat suits, and leggings are not appropriate office dress. Individual Department heads Managers may allow exceptions to these guidelines provided that employees still maintain a clean, neat, and professional appearance.

3. For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.

4. On approved casual days, employees may dress in casual clothing, including blue jeans and T-shirts, although dress standards still require a neat, clean appearance.

5. Field employees are required to wear the assigned work uniform provided by Lyon County. If a work uniform has not been assigned, employees shall may wear other work-appropriate attire as approved by the department head. Jeans and T-shirts as well as shorts that are no more than 3 inches above the knee. Shorts shall not be allowed absent special circumstances (e.g., law enforcement personnel undergoing a physical fitness examination) as determined by the department head. Any employee who performs any work assignments in the field must wear closed-toe shoes. Long hair must be tied back to ensure the employee’s personal safety. Loose clothing or dangling jewelry that poses a safety hazard to employees also is prohibited.

5-6. In the event Lyon County determines protective equipment is necessary to protect field employees from injury or exposure, Lyon County will furnish the equipment to the extent required under 29 CFR 1910.132(h).
Lyon County will select the materials to be furnished or, at its sole option, may provide options from which employees may choose. In the event Lyon County-issued equipment becomes damaged or unusable, the employee shall turn the equipment over to his or her supervisor or department head. Lyon County shall inspect the equipment and determine whether it requires replacement. In the event replacement is necessary, Lyon County shall furnish replacement equipment to the employee.

6.7 Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, tank tops, cropped tops, clothing with offensive wording (e.g., sexually-related references or inappropriate language) or that promotes the use of illegal drugs, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times.

7.8 For all employees, professional appearance means that Lyon County expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well-trimmed. Earrings are acceptable; however, no excessive number of earrings may be worn on each ear while working. Rings through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working. Small (less than 1.5 millimeters), conservative studs may be worn on the nose with department head approval. All tattoos must be small in size or covered at all times and may not be offensive in nature (sexually-related references, inappropriate wording, and the promotion of illegal drugs is prohibited). Employees are expected to be conservative in the wearing of makeup, scented products, and hairstyles.

8.9 If an employee requires a reasonable accommodation regarding his/her dress for bona fide health and/or religious reasons, s/he should contact his/her supervisor to discuss an exception to the personal appearance guidelines. The supervisor will notify and consult with the Human Resources Director to determine whether the requested accommodation may be granted without undue hardship to Lyon County.

5.16.2 Enforcement

1. All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. Lyon County reserves the right to determine appropriate dress at all times and in all circumstances.

2. When Lyon County believes an employee’s dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will discuss the issue with the employee. If continued counseling fails to result in the desired response, the supervisor may initiate disciplinary action.
3. Lyon County may send employees home to change clothes should it be
determined that dress is not appropriate.

5.17 Children, Animals, and Visitors in the Workplace

To avoid disruptions to the employee and coworkers, potential distractions in serving
members of the community and to reduce personal and property liability, employees
are forbidden to bring children and animals to the workplace and are limited in having
family and friends visit.

This policy is intended to address the presence of children and animals while the
employee is on duty and does not include official functions or activities promoted by
Lyon County which may allow children and/or animals.

This policy does not apply to employees whose service animal has been approved by
Lyon County as a reasonable accommodation under the Americans with Disabilities
Act.

Lyon County understands that an occasion may arise when an employee receives a
visit from a family member or friend during working hours and allows such visits
providing they are short in duration and not disruptive to other employees or the
public.

5.18 Employee Identification Badges

1. Each employee will be provided with a Lyon County issued identification badge
by the Human Resources Department upon hire. All employees will wear/carry
their badges if directed by their supervisor.

2. Employees who separate from Lyon County, or are transferred to a department
with a different classification must return the badges issued to them.

3. All employees must notify Human Resources as soon as possible or at least within
24 hours after a badge is lost.

4. Some departments may be required to wear specific badges due to the nature of
the job.

5. Employees that are designated “field” employees, due to the nature of their work,
may be issued ID cards instead of proximal badges.

6. Employees shall return their ID cards or badges prior to separation from
employment.

5.19 Reporting Criminal Charges and Adjudications

All employees are required to immediately report to their department head any
charges, guilty pleas, nolo contendere pleas, convictions, or deferred adjudications for
felonies, misdemeanors, or any other crimes except for minor traffic infractions.
Upon receipt of this information, Lyon County will assess the employee’s continued
ability to perform his/her job and serve the public. Lyon County may take any
5.20 Reporting Actions by Licensing Authorities

Employees shall immediately notify their department head if they become aware they are under investigation by a licensing board or regulatory entity for actions related to or arising from their employment with Lyon County. Employees shall also immediately report receipt of any notice of suspension, restriction, or revocation of their driver’s license, permit, or other license or certification required for the employee’s classification.

5.21 Nursing Mothers

In accordance with applicable law, Lyon County provides reasonable breaks for employees who need to express breast milk for nursing infants up to one (1) year old. Lyon County will furnish a private space that is free from dirt or pollution, other than a bathroom, for this activity. The space will be shielded from view and free from interruption. Employees who require nursing accommodations should contact their supervisor, department head, or the Human Resources Department.

5.22 Workplace Safety

Employees have a duty to comply with all safety rules and are expected to take an active part in maintaining a hazard-free environment. Nevada OSHA requires that each new employee reads, understands, and signs the Nevada Workplace Safety Employee Rights and Responsibilities form. Employees are to direct questions to their supervisor.

Employees are expected to observe all posted safety rules, adhere to all safety instructions, and properly use all equipment. Employees are required to report any accidents or injuries, and any breaches of safety to their supervisor as soon as possible.

Disciplinary action, up to and including termination, may be imposed for violation of a safety policy and/or procedure.

Employees with ideas, concerns, or suggestions for improved safety within the workplace are encouraged to raise them with their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports made in good faith may be made without fear of discrimination or retaliation.

5.23 Teleworking

1. Lyon County may, at its sole discretion, authorize employees to work remotely from home provided that: (i) the employee can perform all essential job functions while working remotely; (ii) the remote work arrangement will not diminish customer or public service; (iii) the remote work arrangement will not compromise system security or information confidentiality; (iv) the remote work arrangement will not have a fiscal impact (e.g., it must not require Lyon County to purchase additional equipment, create a need for overtime, etc.); (v) the remote work arrangement will not compromise supervisory oversight; and (vi) the remote
work arrangement will not negatively affect employee productivity, accountability, responsiveness, or performance, and will not negatively affect functional team relationships.

2. Employees interested in working remotely shall discuss the matter with their department head. The department head shall consider all factors in the preceding paragraph. If the department head supports a remote work arrangement based on these factors, the department head shall submit a written request for approval of the remote work arrangement to the Human Resources Director. The request shall identify the employee(s) involved, set forth all material details of the arrangement, and address each factor in the preceding paragraph. The Human Resources Director shall confer with the County Manager and approve or deny the request. That decision shall be final.

NOTE: By way of limited exception, department heads may for good cause approve temporary remote work arrangements lasting no more than five (5) consecutive days without approval from the County Manager and Human Resources Director. Such arrangements are permissible on an occasional basis to address legitimate temporary needs to work remotely (for example, remote work pending the outcome of a COVID-19 test and symptom improvement). Department heads are responsible for ensuring all requirements in the first paragraph are met during the temporary remote work arrangement.

3. In the event a request for a remote work arrangement is approved, nothing herein shall be construed to vest any employee with a continued right or entitlement to work remotely. All remote work arrangements will be continually reassessed to ensure they meet all requirements in the first paragraph of this Section. At Lyon County’s sole discretion, remote work arrangements may be adjusted or revoked at any time. In addition, nothing herein shall be construed to restrict Lyon County from requiring any employee to be present at the jobsite for any business reason, even if it occurs on a date on which the employee is scheduled to work remotely.

4. All employees authorized to work remotely shall use Lyon County-issued technology for all official business and Lyon County-related work. Subject to availability, Lyon County will provide necessary technology, including, for example, a laptop computer and telephone. Subject to availability, Lyon County will also provide basic office supplies such as pens, notepads, and paper. Lyon County will not provide office furnishings, such as desks, chairs, and the like.

5. All provisions in this Personnel Policy Manual apply with equal force to employees working remotely. Department heads may promulgate additional requirements as appropriate; for example, department heads may require employees working remotely to provide periodic progress reports, documentation of work performed, or status check-ins as reasonably needed.

6. Employees’ rate of pay and benefits will not change in any respect by virtue of working remotely. Unless directed otherwise in writing by the department head, employees working remotely shall work their normal number of hours and may take the same meal and rest breaks to which they are normally entitled.
6. **EMPLOYMENT**

6.1 **Source of Candidates**

For all regular positions, Lyon County may conduct open or internal recruitments. An open recruitment solicits applications from internal and external candidates. An internal recruitment solicits applications from internal candidates only (either County-wide or department-wide). Candidates may also be sourced from eligible lists as set forth in Policy 6.8 below.

6.2 **Job Announcements**

All job announcements for regular positions shall be posted for a minimum of five (5) working days and may be extended at the discretion of Lyon County. Each job announcement shall include, without limitation:

- The title, pay range, and job description for the classification for which Lyon County is seeking applications;

- Instructions on how to apply; and

- A statement that Lyon County is an equal opportunity employer and offers reasonable accommodations pursuant to the Americans with Disabilities Act (ADA).

Lyon County shall post all job announcements on its website and may post them in any other physical or electronic forum(s) that Lyon County deems appropriate. Lyon County will also notify employees of new job vacancies via electronic mail.

In the event the vacant classification is part of a classification series, Lyon County may at its sole discretion post a job announcement seeking applications for any of the classifications within that series.

6.3 **Submission of Applications**

Applications for employment shall be submitted electronically through the Lyon County website. A separate application must be submitted for each vacancy unless otherwise stated in the job announcement. Résumés, completed questionnaires, writing samples, educational transcripts, certifications, letters of recommendation, or other supplemental information may be required from applicants.

All applicants will be required to electronically certify that all information submitted with their application is true and accurate. Lyon County reserves the right to withdraw an offer of employment or terminate the employment of any individual who submits false or misleading information in connection with his/her application.

6.4 **Selection Techniques**

The techniques used to select applicants during the recruitment process shall be impartial and shall relate directly to the qualifications and suitability of the applicants for the vacant position. Depending upon the nature of the position, Lyon County may use any combination of the following techniques: evaluation/screening of written application materials; skills or performance tests; physical ability tests; evaluation of
work performance and/or work samples; personal interviews; and any other evaluation method that directly assesses candidates’ ability to perform the essential functions of the position. All such methods shall relate directly to job-related factors such as a candidate’s knowledge, ability, skill, experience, attitude, aptitude, and interpersonal competencies.

Background investigations and reference checks may also be a part of any selection process. Lyon County requires all prescribed consent forms and/or waivers be signed prior to any criminal background investigation. Negative results and/or false representations by an applicant may be grounds for withdrawal of an offer of employment and/or disciplinary action up to and including termination.

### 6.5 Hiring Decisions

Hiring/promotional decisions shall be based solely on merit. Such decisions shall not be influenced in any way by any candidate’s membership in any protected class and shall be compliant with all applicable ethics provisions. In addition, Lyon County shall not seek the wage or salary history of an applicant, nor rely on such wage history in determining whether to offer employment to the applicant. The hiring manager has ultimate responsibility for selection of the candidate for hire, and for ensuring the candidate has all required qualifications. However, wherever practicable, the hiring manager shall utilize an interview or hiring panel to acquire the input of others before the selection decision is made. The hiring manager will notify the Human Resources Department of the selected candidate.

### 6.6 Disqualification of Applicants

An applicant may be disqualified from further participation in the recruitment process for the reasons listed below or for any other material reason:

1. The applicant does not meet the minimum qualifications for the position.

2. The application is not fully and/or truthfully completed.

3. The applicant has an adjudication of guilt for a criminal offense, and the factors set forth under NRS 245.046 (if applicable) weigh in favor of disqualification. In such a case, the applicant shall receive written notice of disqualification or rescission from the Human Resources Director in accordance with that statute.

4. The applicant has been discharged from or resigned in lieu of dismissal from any employment for any cause which would be a cause for dismissal from Lyon County’s employment.

5. The applicant does not appear at the time and place designated for an interview or examination.
6. The applicant does not possess a valid license, certificate, permit, or other credential required for the position.

7. The applicant does not meet the age requirement for the position. All casual employees must be at least sixteen (16) years of age. All regular employees must be at least eighteen (18) years of age, except that all sworn peace officers and all employees in classifications that require a CDL must be twenty-one (21) years of age in accordance with applicable law.

6.7 Probationary Period

Except as otherwise provided below, all new and re-hired employees shall serve a six (6) month probationary period beginning their first day of employment. Employees who are promoted or transferred also serve a three (3) month probationary period. Lyon County reserves the right to extend any probationary period up to three (3) months when such an extension is determined appropriate in Lyon County’s sole and absolute discretion. During the probationary period and any extension thereof, the employee and Lyon County have the opportunity to evaluate one another and the employee’s compatibility, ability, and interest in the job. Employees are “at will” during the probationary period and any extension thereof, meaning the employment relationship can be terminated at any time with or without cause

The preceding paragraph is subject to the following exceptions:

- Elected officials do not serve a probationary period.

- Political appointees of elected officials do not serve a probationary period. Political appointees are high-ranking personnel who perform a “policy-making” function in the office of the elected official under applicable law. Such individuals are employed at will.

- Casual employees do not serve a probationary period. Such individuals are employed at will.

- The probationary period for Juvenile Probation Officers and Control Room Operators is one (1) year. All other terms and conditions of the preceding paragraph above apply.

- The probationary period for Dispatchers is eighteen (18) months. All other terms and conditions of the preceding paragraph above apply.

- The probationary period for Dispatchers, Deputy Sheriffs, Sergeants, and Lieutenants is from twelve (12) to eighteen (18) months as established by collective bargaining agreement. All other terms and conditions of the preceding paragraph above apply.

6.8 Eligible Lists

In the event the number of qualified candidates exceeds the number of vacancies in a classification, Lyon County may maintain an eligible list for that classification. A candidate may remain on the eligible list for up to six (6) months following the date
the vacancy in the classification is filled. In the event of an additional vacancy in the same classification within that six (6) month period, Lyon County may at its sole discretion hire from the eligible list without conducting another recruitment in accordance with this policy. Lyon County reserves the right to skip or remove a candidate from the eligible list if the candidate is non-responsive, refuses an offer of employment, or for other good cause.

6.9 **Reference Checks**

This policy is to be followed whenever a reference or background check is being conducted for a prospective applicant for employment with Lyon County or when an inquiry is received for information regarding a current or former employee of Lyon County.

6.9.1 **Acquiring References**

Only those employees designated by the Human Resources Director may acquire employment references. Any Lyon County employee who attempts to acquire reference information on an applicant for Lyon County employment must comply with the following:

1. Obtain a Lyon County employment application that is electronically signed and dated by the applicant. All sections of the application must be completed.

2. Obtain approval from the applicant on the application and/or separate release form authorizing the release of information from former employers, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization shall include indemnification of prior employers and prospective employers for liability arising from such inquiries. Refusal to sign such a release shall eliminate the applicant from further consideration for employment.

3. Submit reference inquiries that are directly related to the candidate’s ability to perform the essential job functions of the position. For DOT-covered positions, Lyon County may also request any information regarding positive drug or alcohol tests within the timeframe required by federal law.

6.9.2 **Providing References**

All requests for employment information shall be referred to the Human Resources Department. Only those personnel designated by the Human Resources Director are authorized to release employment information to third parties.

Lyon County has a neutral reference policy as well as a confidential information policy. Generally, only the following shall be provided:

1. Name
2. Class/Job Title
3. Dates of Employment
4. Salary

No additional information may be disclosed unless: (i) a sufficient waiver and release of Lyon County from any liability is presented; (ii) the disclosure of information serves Lyon County’s or the public’s interest and/or is required by law; and (iii) the disclosure is authorized by the Human Resources Director or District Attorney.

6.10 Offers of Employment

6.10.1 Job Offer Letters

After an applicant has been selected for employment or promotion, the department head or hiring manager will notify the Human Resources Department, which will extend an official written offer of employment. All job offers must be made in writing. As appropriate for the particular job, offers of employment may be made contingent upon the results of a criminal background check, the applicant passing certain additional tests, physical evaluations, and/or submitting other documentation of qualifications when such are relevant to the specific job in question.

6.10.2 Other Conditions of the Offer

All offers of employment and continued employment are conditioned on the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to his/her identity and legal authority to work in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification). Depending on the individual position, offers of employment may also be contingent upon passing a pre-employment drug/alcohol test, physical examination, or background/reference check. It may further be conditional upon submission of documentation of qualifications, licensure, or certification.

The hiring supervisor or department head will notify all unsuccessful applicants either verbally or in writing. Documentation of verbal notification is required.

6.11 Orientation

The hiring supervisor or department head will be responsible for the orientation of each new employee. Orientation will include, but is not limited to, a review of the organization and services of Lyon County, work rules, standards of performance, personnel policies and procedures, including the policies relating to equal employment opportunity, unlawful harassment, workplace violence, and alcohol and drug abuse. Additionally, the supervisor or department head will ensure that all new hire paperwork, including payroll and benefit forms, has been completed, introductions to other employees have been made, and that the employee has the opportunity to have all questions answered.

6.12 Failure to Appear for Work

If an applicant fails to report for work without good cause, the applicant shall be deemed to have declined the position.
6.13 **Rehire**

A regular employee, or an employee serving a probationary period following promotion who resigns, may be rehired without examination within one (1) year of the effective date of the resignation. The rehire must be in the same classification as the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of Lyon County and no former employee shall have any right to such rehire.

Upon rehire, the employee shall serve a probationary period. The employee must successfully complete the probationary period to remain employed. No credit for former employment shall be granted in determining eligibility for leave or other benefits, except PERS.

6.14 **Casual Employment**

6.14.1 **Purpose**

Some of Lyon County’s work is indefinite and/or irregular with regard to schedule and duration. As a result, Lyon County recognizes the need to employ casual workers at all levels of responsibility from time to time on an as-needed basis or to work for limited periods of time at the discretion of Lyon County. Casual workers may be hired through the recruitment process set forth in these policies or, with approval of the Human Resources Department, appointed by other means. Casual workers are “at-will” employees.

6.14.2 **Authorization to Hire Casual Workers**

In general, a casual worker may be hired for work which will require fewer than twenty (20) hours per week or fewer than one hundred twenty (120) consecutive working days to complete, provided Lyon County has appropriated sufficient funds in the budget to pay the worker. Work requiring more hours to complete will usually require the establishment of a regular position. However, Lyon County may, from time to time, find that its best interests are served by assigning work to a casual worker for greater periods of time. Casual hires will not be made to avoid establishing a regular position when the work to be performed is ongoing work of Lyon County.

6.14.4 **Employment in a Regular Position**

A casual worker may be employed in a regular position only after successfully completing an authorized recruitment and selection process for that position. The employee’s service date will be determined according to the date of hire in the regular position. No service credit will be given for the time an employee performed casual work.

6.15 **License/Occupational Certification**

1. All employees must possess such valid license, certificate, permit, or other occupational certification as required by their position.
2. In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification, s/he shall immediately notify his/her supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after the license, certificate, permit, or occupational certification has been non-renewed or revoked. By statute, the employee has thirty (30) days to satisfy one of the items listed below:
   - Comply with the court order, subpoena, or warrant;
   - Satisfy any arrears payments due; or
   - Submit to the District Attorney or other public agency a written request for a hearing.

Failure to satisfy one of the above items will result in the license, certificate, permit, or occupational certification being revoked or suspended by the issuing agency.

3. In the event the employee does not have a valid license, certificate, permit, or occupational certification, s/he does not meet the job requirements. Failure to meet the job requirements will result in termination. If the employee is covered by a collective bargaining agreement, any provisions covering the situation will be followed in processing disciplinary action.

4. If a prospective candidate for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. If a job offer, offer of promotion, or offer of transfer has been made, it will be withdrawn.
7. POSITION CLASSIFICATION PLAN

7.1 Preparation and Adoption

Lyon County will develop and maintain a classification plan. Under this plan, each position within Lyon County will belong to a job classification. Each classification will have a job description setting forth, among other things, its essential functions, the knowledge, skills, and abilities need to perform the essential functions, and any other required and preferred qualifications. Each classification will be assigned to a pay grade based on factors such as its relative complexity, authority, and responsibility, and relevant labor market data.

7.2 Maintenance and Revision

The Human Resources Director will periodically review the classification plan and recommend any changes to the Lyon County Manager.

7.3 New Positions

When a new position is to be created, the Human Resources Director will recommend to the Lyon County Manager an appropriate classification for the new position. When submitting grant applications or preparing a request for a new position, department heads shall consult the Human Resources Director to determine the appropriate classification for the new position.

7.4 Reclassification

Reclassification is appropriate where the essential functions of a position differ from the original classification to such an extent that they reflect a fundamentally different job. The addition of new or different duties does not warrant reclassification in all circumstances. Reclassification requests shall be submitted in writing to the Human Resources Director. Upon receipt of such a request, the Human Resources Director shall recommend any appropriate action to the County Manager. Lyon County shall have sole discretion to determine whether to reclassify a position. In the event a position is reclassified and the reclassification results in an upward change in pay grade, Lyon County may at its discretion grant out-of-classification pay back to the date of the reclassification request.

7.5 Reallocation

A classification may at Lyon County’s sole discretion be reallocated to a higher or lower pay grade based on factors such as a substantial change in duties, internal equity, and relevant labor market data. Reallocation to a higher pay grade is not
considered a promotion nor is reallocation to a lower salary grade considered a
demotion. Pay practices in the event of reallocation are addressed under Policy 8.7.4.

7.6 Transfers

A transfer involves a move to a different Lyon County position at or below the
employee’s pay grade. Any employee who wants to transfer to another available
position must first talk with his/her supervisor or department head. The employee
must be qualified for the identified position. If the transfer is to another department,
the employee must contact the hiring supervisor or department head, who will
consider the transfer request. This will include discussions with the employee and
appropriate supervisors or department heads. The employee’s past performance,
qualifications, potential, abilities, and job experience are the key factors in evaluating
transfer requests. Approval of the transfer is at the sole discretion of Lyon County.
Nothing herein shall preclude Lyon County from conducting an open or internal
recruitment and considering transfer candidates along with other candidates.

7.7 Promotions

7.7.1 Promotional Opportunities in Vacant Positions

Lyon County encourages employees to apply for promotional opportunities
in open positions for which they are qualified. All selection decisions will be
based on merit and will be consistent with Lyon County’s hiring policy.

7.7.2 Classification Series Promotions

Lyon County has established certain classification series that allow for
promotional movement within the series due to the acquisition of additional
experience, skills, certifications, and/or other qualifications. Recommendations for promotions within such series shall be submitted in
writing by the department head to the Comptroller and Human Resources
Director no later than February 15th of the year preceding the fiscal year in
which the recommended promotion will occur. The promotion may be
approved to take effect on the employee’s work anniversary date in said fiscal
year provided that all of the following requisites are satisfied:

a. The employee meets all qualifications for promotion as of the time
   of promotion (including any experience and certification
   requirements);

b. Funding for the promotion is available and is approved by the Board
   of County Commissioners during the budget process for that fiscal
   year; and

c. The employee receives an annual performance evaluation rating of at
   least “at target” on the work anniversary on which the employee is
   scheduled to be promoted.

Employees receiving classification series promotions shall receive a
promotional pay increase in accordance with Policy 8.7.3, effective on their
anniversary date. This increase shall be in lieu of, and not additional to, an
annual merit increase in accordance with Policy 8.8.2.
7.8 **Demotions**

Employees may be demoted for disciplinary reasons in accordance with this personnel policy manual and, if applicable, their collective bargaining agreement.

8. **COMPENSATION PLAN**

8.1 **Pay Periods and Paydays**

Employees are paid bi-weekly, every other Friday. If a payday falls on a holiday, employees are paid on the preceding work day.

8.1.1 **Direct Deposit**

Effective upon adoption of these policies, all Lyon County employees will be required to be paid via automatic payroll deposit to an approved financial institution. Exceptions will be made for good cause and are subject to the approval of the Lyon County Manager or his/her designee.

8.1.2 **Reference Checks**

If payroll checks are lost in the mail or not received by Saturday following the issuance of the check, on written request by the employee not later than 9:00 a.m., Monday, or Tuesday if Monday is a holiday, Lyon County will issue a stop payment and reissue the payroll check for delivery to the employee on Monday, or Tuesday if Monday is a holiday. Payroll checks received after a stop payment is requested will be returned to Lyon County and will not be cashed, endorsed, or deposited by the employee.

Employees who lose their payroll check for any reason other than Lyon County error will have the check replaced under the provisions in the above paragraph for the first incident. If an employee loses a payroll check for any reason other than Lyon County error a second time, the check will be replaced under the provisions in the above paragraph. Exceptions will be made for good cause and are subject to the approval of Lyon County manager or his/her designee.

8.2 **Work Week Defined**

The work week begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on the next Friday.

Note: In accordance with Section 7(k) of the Fair Labor Standards Act, work periods for law enforcement personnel may differ and are defined in the applicable collective bargaining agreement.

8.3 **Work Time**

8.3.1 **Attendance**

Reliable attendance is an essential function of all Lyon County employees. Employees are expected to be available and ready for work at the beginning
of their assigned shifts and at the end of their scheduled rest and meal periods. In addition, employees are expected to work the entirety of their assigned shifts unless they are granted leave. Required preparation for rest and meal periods, as well as the end of the work day, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

8.3.2 Work Schedules

1. Employees working a five-day, forty-hour week (designated 5/40) shall work eight (8) hours per day for five (5) days in any workweek and shall receive two (2) days off.

2. Employees working a four-day, forty-hour week (designated 4/10) shall work ten (10) hours per day for four (4) days in any workweek and shall receive three (3) days off.

3. Employees working a three-day, thirty-six-hour workweek (designated 12/36) shall work twelve (12)-hour shifts for four (4) days with three (3) consecutive days off in the first week and will work twelve (12)-hour shifts for three (3) days and a four (4) hour shift for one (1) day with three (3) consecutive days off in the second week of each two (2) week pay period. This schedule requires the payment of eight (8) hours of overtime each pay period and may only be adopted with County Manager approval.

4. Law enforcement personnel may work a different schedule in accordance with the applicable collective bargaining agreement.

Department heads have the responsibility to determine the work schedules for their employees. All department heads must obtain County Manager approval for implementing the 4/10 or 3/12 schedule.

8.3.3 Rest Periods

Employees will be granted one (1) fifteen (15) minute break or rest period during each work period of four (4) or more hours. Rest periods may not be taken at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

8.3.4 Meal Periods

Employees who work six (6) or more hours in a work day are allowed an uninterrupted, unpaid meal period of a minimum of thirty (30) minutes at or about midpoint of their work day. Employees are entirely relieved of their job responsibilities and are free to leave the work site. Supervisors or department heads will be responsible to ensure that, wherever and whenever possible, employees will be permitted the uninterrupted meal period of at least one half hour. If an employee’s meal period is interrupted by a work-related matter, the employee will be paid for the meal period. This meal period policy does not apply to law enforcement personnel. Refer to departmental policy or applicable bargaining agreement.
8.3.5 Work Assignments

Work shall be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled by the department head or designee in a manner which allows maximum public access to Lyon County services. Provided employees receive the rest periods and meal periods to which they are entitled, schedules and lengths of rest and meal periods may be adjusted from time to time to meet the needs of individual employees and to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of Lyon County to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet operational needs or to respond to an emergency.

8.4 Time Reporting

8.4.1 Purpose of Time Reporting

Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to assure compliance with federal and state law, and to maintain an effective and efficient cost accounting system. (For payroll purposes, non-exempt employees covered by the Fair Labor Standards Act (FLSA) must report all time spent performing work.)

8.4.2 Hours Worked

Non-exempt employees will be paid for all hours worked. Hours worked include:

1. Hours before or after the normally assigned shift, or any other irregular hours; provided, however, that periods of six (6) minutes or less are not considered overtime unless they occur regularly.

2. Rest periods.

3. Travel time that occurs during an employee's normally scheduled work hours, including regular days off, holidays, etc.

4. Hours spent at lectures and training activities, unless attendance is completely voluntary.

5. Hours spent serving as volunteer ambulance, fire, or law enforcement personnel for an emergency response during normally scheduled work hours.

8.4.3 Position Designations – Exempt or Non-Exempt

All positions are designated as "exempt" or "non-exempt" according to federal and state laws and regulations. Lyon County reserves the right to require any employee to account for hours worked, regardless of exempt or non-exempt status.
8.4.4 Responsibility for Exempt or Non-Exempt Designation

The Human Resources Director will examine and evaluate position descriptions and duties performed for all positions to determine the position status as exempt or non-exempt. Departments will notify the Human Resources Director when the duties of a position are substantially changed in order to ensure the designation is accurate.

8.4.5 Responsibility for Time Reporting

All employees are responsible for accurately recording their hours worked. Supervisors or department heads will verify and approve employee time. Supervisors are required to discuss time reporting errors and corrections with their employees.

1. All non-exempt employees will record all hours worked and all leave time taken, and the type of leave to be charged, whether paid or unpaid, on the time sheet.

2. All exempt employees in positions which require an accounting of hours worked will enter their hours worked for each project and all leave hours taken in whole day increments on the time sheet.

3. Exempt employees in positions not required to account for hours worked will record only those hours off for sick leave or vacation leave in whole day increments. Except as permitted by the Family and Medical Leave Act, exempt employees may not use paid leave time for absences of less than one day.

4. Exempt employees will record any hours off for sick leave or vacation leave in multiples of eight or ten hours, depending on their regular daily schedule of hours of work.

8.5 Overtime

8.5.1 Non-Exempt Employees

Employees in positions designated as “non-exempt” will be eligible for overtime compensation or compensatory time off for hours worked in the following manner:

i. Overtime for an employee working a five (5)-day, forty-hour (40) week is defined as all time worked in excess of one eight-hour (8) shift in any twenty-four (24)-hour period, and all time worked in excess of forty (40) hours in any seven (7) day defined workweek. Vacation leave and worked/unworked holidays will be included as time worked. Sick leave, compensatory time off, and any other paid time off will not be included as time worked.

ii. Overtime for an employee working a four (4)-day, forty (40)-hour week is defined as all time worked in excess of one ten (10)-hour shift in any twenty-four (24)-hour period, and all time worked in
excess of forty (40) hours in any seven (7)-day defined workweek. Vacation leave and worked/unworked holidays will be included as time worked. Sick leave, compensatory time off, and any other paid time off will not be included as time worked.

iii. Overtime for an employee working a three (3)-day, thirty-six (36) hour week is defined as all time worked in excess of one twelve (12)-hour shift in any twenty-four (24)-hour period, and all time worked in excess of forty (40) hours in any seven (7)-day defined workweek. Vacation leave and worked/unworked holidays will be included as time worked. Sick leave, compensatory time off, and any other paid time off will not be included as time worked.

iv. Overtime for law enforcement employees is calculated on a “work period” basis in accordance with Section 7(k) of the FLSA. Refer to the applicable collective bargaining agreement.

All overtime hours must be specifically authorized by the employee’s supervisor or department head. Overtime will be compensated at one-and-one-half (1 ½) times the employee’s regular rate of pay. Employees who earn overtime may, with the approval of their department head, elect to receive overtime pay or compensatory time off in lieu of overtime pay. Requests for compensatory time off in lieu of overtime must be made in writing and, once approved, will be placed in the employee’s payroll file. Employees who elect compensatory time off may accrue up to forty (40) hours. Hours above forty (40) hours will be treated as paid overtime. Compensatory time off is earned at the rate of one-and-one-half (1½) hours off for each overtime hour worked. Compensatory time off is to be taken at the earliest time which is mutually agreeable to the employee and supervisor or department head and must be taken within ninety-sixty (960) days of accrual, or it will be paid out as overtime. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned. At any time, Lyon County may pay an employee on any regular paycheck for compensatory time off earned and not used.

Except for holidays and vacation leave, and unless expressly provided otherwise in a collective bargaining agreement, time paid but not worked does not count toward hours worked for the purpose of computing overtime hours.

8.5.2 Exempt Employees

Employees in exempt positions are not eligible for overtime. Exempt employees are hired with the understanding that they are responsible for accomplishing the duties outlined for their assigned position or job. The focal point is the job to be done, not the number of hours worked. However:

1. Exempt jobs are usually designed with a forty (40)-hour standard in mind. The necessity to consistently perform work for a substantial amount of hours over forty (40) per workweek should be examined (employee’s performance, methods, and procedures, or changes in workload).
2. Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8:00 a.m. to 5:00 p.m., Monday through Friday). However, completing the work assigned to an exempt position will, from time to time, require extra work to be performed in other hours or on other days.

3. Recognizing the varying demands placed on an exempt employee’s time, supervisors and department heads will have the flexibility of allowing exempt employees to take limited periods of time off without using accrued paid leave in recognition of instances when an employee has completed an extraordinary work assignment and spent substantially more than a typical workweek in accomplishing the job.

4. These limited periods of time off do not constitute additional compensation to exempt employees on an hour-for-hour basis for hours worked in excess of forty (40) hours per week. Accordingly, exempt employees do not “accrue a balance” of compensatory leave hours.

5. At the request of an exempt employee or at the recommendation of the supervisor or department head, an exempt employee may be granted up to five (5) days of time off in any calendar month in recognition of extraordinary work assignments completed. The Lyon County Manager shall approve such time off. The decision to grant such leave is at the discretion of Lyon County. Such leave is not accrued leave and, therefore, it is not recorded on the employee time sheet.

### 8.5.3 “Safe Harbor”

Lyon County will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. If an employee feels s/he is improperly classified, s/he should request a review of the classification from the Human Resources Director. An investigation will be conducted on a timely basis and Lyon County will act to correct any errors as soon as practicable. Lyon County will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the Human Resources Director. The complaint will be investigated and Lyon County will act to reimburse the employee if an error is found. Lyon County will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the “safe harbor” provisions of the FLSA.

If a non-exempt employee feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to seek correction by reporting any error to the Human Resources Director within twenty (20) working days of the close of the payroll period in which the error
8.6  **Shift Differential**

Lyon County will pay a shift differential of two dollars ($2.00) per hour for hours worked between 6:00 p.m. and 6:00 a.m.

8.7  **Rates of Pay**

8.7.1  **Compensation Plan**

The compensation plan and any amendments thereto shall be approved by the Board of County Commissioners. The compensation plan shall set forth all classifications and pay grades, and it shall assign each classification to a pay grade. Assignment of a classification to a pay grade will be based on the relative complexity, responsibilities, and authority of the job, as well as relevant labor market data.

8.7.2  **Hiring Rate of Pay**

The normal hiring rate is the minimum of the pay range for the position's classification. Advanced salary appointments and accelerated salary advancement may occur only upon authorization by the Lyon County Manager when all of the following circumstances exist:

1. The individual’s education, experience, and other qualifications justify the advanced salary.

2. The individual’s most recent salary and/or earning potential with competitors justifies the advanced salary.

3. Other equally-qualified candidates who would not require as high an advanced level salary are not available.

4. Adequate funds are available in the hiring department’s budget to pay the higher rate.

5. Fairness and equity in the administration of Lyon County’s compensation plan will be maintained.

8.7.3  **Rate of Pay Upon Promotion**

This policy governs salary adjustments upon promotion. Promotion is defined as movement from one classification to another classification at a higher pay grade.

Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a new non-exempt, non-supervisory classification will move to the bottom of the pay range of the new classification; provided, however, that if the bottom of the pay range in the new classification is not at least five percent (5%) higher than the employee’s current rate of pay, the employee will move to the point in the pay range for the new classification that provides a five percent (5%) increase, not to exceed
the top of the range for the new classification. A regular employee who is promoted to a new supervisory classification, or to a new exempt classification, will receive at least a ten percent (10%) pay increase, but may receive a higher percent pay increase based upon factors such as qualifications, experience, pay equity, and available budget if approved by the County Manager. In no event shall a promoted employee's salary be less than the starting pay of the pay range or more than the maximum pay of the pay range for the new position.

8.7.4 Rate of Pay Upon Reallocation or Transfer

Reallocation of a classification to different pay range (e.g., adjustment of a classification’s pay grade or pay range following a compensation study) is not a promotion. An employee’s rate of pay will not be adjusted as a result of reallocation unless the employee’s rate of pay is below the bottom of the new pay range for the classification; in that instance, the employee’s rate of pay will be adjusted to the bottom of the pay range. Employees whose rate of pay exceeds the top of the pay range following reallocation will be Y-rated, and their rate of pay will not change unless and until the top of the pay range is subsequently adjusted above said rate of pay.

Lateral movement between classifications on the same pay grade, and voluntary movement to a different classification on a lower pay grade, is also not a promotion. Employees shall not receive any pay increase for transferring to a position at or below their current pay grade. In addition, employees who voluntarily choose to work in a classification with a lower pay grade shall not earn more than the top of the pay range for that classification, even in the event this means the employee must incur a pay reduction to transfer to the lower classification.

8.7.5 Rate of Pay Upon Demotion

An employee demoted for disciplinary reasons shall in no event earn more than the top of the pay range for his/her classification, even if this means the employee’s pay is reduced.

8.8 Salary Increase Schedule

8.8.1 Anniversary Date

An employee’s anniversary date is the employee’s date of hire. If the employee is promoted to a new classification, the anniversary date shall change to the date of the promotion. The employee’s anniversary date is the date on which the employee is eligible for a merit increase of the employee’s salary as set forth below.

8.8.2 Merit/Step Increase

Subject to the availability of sufficient budgeted funds, all regular employees whose rate of pay is not at the top of the pay range for their classifications may be eligible for a merit increase on their anniversary date. The amount of the merit increase, if any, shall be determined by the Board of County Commissioners in the budget process. To receive the merit increase, an
employee must receive an overall score of at least “at target” on the employee’s annual performance evaluation. The merit increase shall become effective on the employee’s anniversary date.

In no event shall any merit increase be granted to the extent it would increase the employee’s rate of pay above the top of the pay range for the employee’s classification. However, employees at the top of their pay range may be eligible for a longevity bonus as set forth in the next section below.

8.8.3 Longevity Bonus

Subject to the availability of sufficient budgeted funds, all regular employees who are at the top of their pay range and who receive an overall rating of at least “at target” on their annual performance evaluation are eligible for a longevity bonus. The amount of the longevity bonus shall be the same percentage as the annual merit increase, if any, that is approved that fiscal year. (E.g., if the Board of County Commissioners approves merit increases in the amount of 2.5% of base salary, the amount of the longevity bonus shall also be 2.5% of base salary.)

Subject to the availability of sufficient budgeted funds, all regular employees who are not at the top of their pay range but for whom a full merit increase would exceed the top of the pay range may also be eligible for a longevity bonus if they receive a rating of at least “at target” on their annual performance evaluation. Such employees shall receive the following: (i) a merit increase to the top of the pay range; and (ii) a longevity bonus in an amount representing the difference between the approved longevity percentage of the employee’s base salary prior to the merit increase and the amount of the annual merit increase. (E.g.: If the Board of County Commissioners approves merit increases in the amount of 2.5% of base salary, and if an employee is 1.5% of his/her base salary away from the top of the pay range, that employee shall receive: (i) a merit increase of 1.5% of base salary, and (ii) a longevity bonus of 1% of the employee’s base salary prior to the merit increase.)

8.9 Withholding of Merit Increases

When an employee has not received an overall rating of at least “at target” on the annual performance evaluation, the employee’s merit increase shall be withheld. In the event the employee demonstrates improvement before his/her next anniversary date such that he/she is performing at a level of at least “at target,” Lyon County shall have discretion to grant the previously-withheld merit increase. In the event Lyon County exercises this discretion, the merit increase shall be effective as of the date “at target” performance has been established and formally documented, and the employee’s anniversary date shall change to this date. In the event Lyon County does not exercise this discretion, the employee may be considered for a merit increase in the ordinary course on his/her next upcoming anniversary date.

Nothing herein restricts Lyon County from taking other and/or additional measures to address below-target employee performance, including but not limited to disciplinary action.
8.10 **Flat Rate Salaries**

Certain classifications may be assigned to flat rates of pay (i.e., a set rate of pay that does not correspond to a pay range) in the compensation plan. Employees assigned to a flat rate of pay are not eligible for merit increases.

8.11 **Casual Worker Compensation**

Lyon County shall establish rates of pay for casual employees consistent with the relative complexity, authority, and responsibility associated with the work, and consistent with relevant labor market data. Casual employees are not eligible for merit increases or longevity bonuses. However, Lyon County may adjust the rates of pay for such employees from time to time as necessary. Any department seeking an adjustment to the rate of pay for such employee(s) shall submit this request in writing to the Human Resources Director and Comptroller. The request shall not be approved unless there are sufficient budgeted funds. Wherever possible, department heads are encouraged to submit their requests prior to February 15th of the year prior to the fiscal year in which the increase is to take effect.

8.12 **Y-Rate**

At Lyon County’s discretion, an employee who is moved to a lower pay grade as a result of involuntary employment action other than discipline may be Y-rated. The Y-rated employee shall not be eligible for any pay increase (including longevity pay) unless and until the top of the pay range for the employee’s classification is subsequently adjusted such that it is equal to or exceeds the employee’s rate of pay.

8.13 **Management Compensation**

Lyon County shall maintain a management compensation plan to attract and retain talented leadership across all Lyon County departments. The classifications included in this plan shall be department heads and other positions with a similar level of complexity, authority, and responsibility. The plan shall provide for competitive compensation for leadership positions and establish performance incentives consistent with these policies.

8.14 **Final Paycheck**

Employees who separate for any reason will receive a final paycheck containing all monies due on the next regular pay date for the pay period including the employee’s final day of employment.

8.15 **Stand-by Pay**

Employees who are required to remain available within thirty (30) minutes or less, to respond to calls received to return to work are compensated at the rate of one (1) hour of base pay for each eight (8) hour shift or portion thereof spent on stand-by. Stand-by hours shall not be counted as hours worked for the purpose of calculating overtime. Refer to the applicable collective bargaining agreements for additional details on stand-by time payments.
8.16 Special Training Pay

Employees who work as Jail Control Room Operators or Dispatchers shall receive five percent (5%) of their base hourly rate of pay two dollars and fifty cents ($2.50) per hour for time spent actively engaged in training probationary employees within those classifications, hours worked training new employees in these positions. Refer to the applicable bargaining agreements for additional details on training duty payments. Such training must be authorized by the department head. Time spent training shall be entered to the nearest fifteen (15) minute increment.

8.17 Call-Back Pay

Call-back pay applies in instances where an employee completes his/her regular workday, is off duty for any period of time, and is requested or required to return to work with less than twelve (12) hours’ notice.

Call-back hours worked shall be compensated at the overtime pay rate with a minimum of two (2) hours pay, except that the two (2) hour minimum shall not apply in the following situations:

i. Where overtime is scheduled with more than twelve (12) hours’ notice;

ii. Where the employee is held beyond his/her regular shift without being relieved from duty; or

iii. Where the employee is required to start the next upcoming shift less than two (2) hours before the normal start time of that shift.

In addition, the following conditions and limitations shall apply:

1. There shall be no overlapping of call-back pay and stand-by pay.

2. If an employee works less than two (2) hours on the initial call-back and then is called back a second time during the initial two (2) hour period, the employee will not be entitled to additional overtime pay unless the total time worked for both call-backs exceeds two (2) hours. In such cases, the employee shall be paid for the total hours worked.

3. Holiday call-back: An employee who is called back in to work on a holiday shall be compensated in pay or compensatory time at double-time and a half base pay.

4. Retirement contributions on callback compensation, if any, will be made in accordance with NRS 286.025 and the Public Employees Retirement System (PERS) Official Policies, as may be amended from time to time.

8.18 Acting Pay

In situations where an employee temporarily assumes all duties of a higher classification for at least three (3) consecutive shifts, the employee may request acting
pay. Acting pay applies only where the employee assumes the entire scope of duties of the higher classification in addition to, or in lieu of, the employee’s normal job responsibilities. It does not apply where an employee takes on additional discrete duties, an additional volume of work within the employee’s current classification, and/or part of another classification’s responsibilities during a leave of absence or vacancy. Acting pay shall be at the sole discretion of Lyon County and shall not be granted without approval by the Lyon County Manager. Where granted by the County Manager, acting pay shall be paid at the rate of five percent (5%) of the employee’s normal base rate of pay for time worked in the higher classification.

9. LEAVE PLANS

9.1 Holidays

9.1.1 Holidays Designated

The following holidays are recognized by Lyon County:

New Year's Day - January 1st
Martin Luther King Jr.’s Birthday - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4th
Labor Day - First Monday in September
Nevada Day - Last Friday in October
Veteran's Day - November 11th
Thanksgiving Day - Fourth Thursday in November
Day after Thanksgiving - Fourth Friday in November
Christmas Day - December 25th

Any day that may be appointed by the President of the United States for public fast, thanksgiving, or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans Day.

9.1.2 Holiday Pay

1. Recognized holidays are typically non-work days. Each regular, full-time, non-exempt employee who is on paid status on his/her regularly scheduled work day before and after a holiday will be paid eight (8) hours of pay at his/her rate of pay for each recognized holiday. Each regular, part-time, non-exempt employee who is on paid status on the day before and after a holiday will be paid for each recognized holiday at his/her rate of pay on a pro-rated basis.
2. Employees who work a 4/10 schedule may use vacation leave time, compensatory time off, or an adjusted work schedule to maintain full compensation for any week in which a recognized holiday falls. An adjusted work schedule must be approved by the department head in advance. It must provide for the two needed hours to be worked during the workweek in which the holiday falls, and may provide for a temporary revision to an eight (8) hour per day, five day per week schedule or as otherwise provided for by a collective bargaining agreement.

9.1.3 Weekend Holidays

If a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. If a holiday falls on an employee’s regularly scheduled day off (except Saturdays and Sundays), the employee will be paid for eight (8) hours at his/her regular rate of pay for the designated holiday, unless an alternative is authorized by the department head or as otherwise provided by a collective bargaining agreement.

9.1.4 No Accrual

Holiday leave shall not be accrued except as may be otherwise provided by a collective bargaining agreement.

9.1.5 Work on Holidays

Non-exempt employees who work on a designated holiday shall be paid for the holiday plus time-and-one-half (1 ½) their regular rate of pay for any time worked on a holiday. Holiday pay for bargaining unit employees shall be paid as provided in the collective bargaining agreement. If a holiday falls during an employee’s paid leave, it will not be charged as leave.

9.2 Vacation Leave

9.2.1 Vacation Leave Accrual

All regular full-time employees, except law enforcement officers, will accrue vacation leave beginning six (6) months after their date of hire as follows:

<table>
<thead>
<tr>
<th>Beginning the Pay Period Following Completion of:</th>
<th>Through the Pay Period During Which the Employee Completes:</th>
<th>Hours Accrued on a Monthly Basis: (Annualized Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month of eligible employment</td>
<td>1 year of eligible employment</td>
<td>3.33 hours (40 hours) *</td>
</tr>
<tr>
<td>1 year of eligible employment</td>
<td>5 years of eligible employment</td>
<td>10 hours (120 hours)</td>
</tr>
<tr>
<td>5 or more years of eligible employment</td>
<td></td>
<td>14 hours (168 hours)</td>
</tr>
</tbody>
</table>
Twenty (20) hours available for use only after six (6) months of employment.

Accruals are based on hours worked; provided, however that employees do not earn extra vacation leave for overtime worked. Employees will not accrue vacation time while on leave without pay.

9.2.2 Regular Part-Time Employees

Regular employees scheduled to work an average of ten (10) hours or more per week will accrue vacation leave on a pro-rata basis.

9.2.3 Eligibility Maximum Accrual

Employees may accrue vacation leave hours, year to year, to a maximum of two hundred forty (240) hours as of January 1st of any year. Any vacation leave in excess of this two hundred forty (240) hour limit must be used prior to the beginning of the first full pay period in January, or it will be forfeited. When an employee’s vacation leave hours exceed the two hundred forty (240) - hour limit, the department head may, at any point during the year, require the employee provide a specific schedule for use of the excess leave. In situations where an employee is prohibited from using excess accrued vacation leave as a result of Lyon County business requirements, the Lyon County Manager may authorize payment for the excess accrued vacation leave, subject to funds being available in an approved budget. Law enforcement officers’ accrual maximums are determined on a fiscal year basis.

9.2.4 Use of Vacation Leave

Vacation leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees are eligible to use vacation leave after six (6) months of service with Lyon County. Hours accrued in one month cannot be used in the same month. The hours must be included in the employee’s vacation leave balance before the employee can charge hours off work against them. Use of vacation leave must be approved in advance by the department head or designee.

9.2.5 Vacation Leave Pay at Termination

Upon termination of employment, an employee with more than six (6) months of employment will be paid for all earned and accrued vacation leave at the employee’s current rate of pay.

9.3 Sick Leave

9.3.1 Policy

Lyon County expects that each employee be available for work on a regular and reliable basis. Attendance and leave use is monitored from this perspective whether or not the employee has accumulated leave balances remaining in his/her sick leave account.

1. Accrual
a. Regular employees will accrue sick leave at the rate of ten (10) hours per month. Regular part-time employees will accrue sick leave hours based on pro-rated hours worked.

b. Sick leave hours are earned and credited to the employee on a bi-weekly basis, coinciding with pay periods.

c. Unused sick leave will be credited to the employee’s sick leave balance. Sick leave accrual will be reduced to 1,250 hours at the end of the pay period that includes December 31, except Lyon County Sheriff’s Employee Association member’s whose sick leave accrual will be reduced to 1250 hours at the end of the pay period that includes June 30.

d. Employees are eligible to use accrued sick leave hours after completing six (6) months of service.

2. Use of Sick Leave

Sick leave is for use in those situations in which the employee must be absent from work due to:

a. His/her own physical illness or injury.

b. His/her own exposure to contagious diseases and whose attendance is prevented by public health requirements.

c. The need to care for a family member or other individual who is dependent upon the employee for care.

d. Medical or dental appointments for the employee, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.

e. Any disability.

Employees who are absent from work due to sick leave shall be at their place of residence, a medical facility, their licensed health care provider’s office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or such other activity when an employee is on sick leave is evidence of abuse of sick leave.

3. Abuse of Sick Leave

Use of sick leave for purposes other than those listed above is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action, up to and including termination. If Lyon County suspects abuse, it may require substantiating medical evidence at any time which may include, but is not limited to, a certificate from a licensed health care provider.
4. **Illness During Vacation Leave**

Should an employee become ill while on vacation leave which requires medical treatment or hospitalization, the time ill may be charged to accumulated sick leave, rather than vacation leave, provided the employee furnishes a certificate issued by a licensed health care provider or other satisfactory evidence of illness.

5. **Placing an Employee on Sick Leave**

An employer may place an employee on sick leave if s/he has an illness that appears to be contagious or due to a known or suspected illness or injury, the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

6. **Return to Work**

An employee on sick leave shall notify his/her department head as soon as they are able to return to work. An employee returning from a lengthy absence shall give as much advance notice of return as possible. Lyon County will require a statement from a licensed physician or licensed health practitioner certifying the employee’s fitness to return to work.

7. **Sick Leave at Separation**

Upon separation from employment due to PERS retirement from Lyon County, an eligible employee shall be entitled to payment for unused sick leave in excess of two hundred and forty (240) hours, according to his/her number of years of Lyon County public service, calculated by using the employee’s base hourly rate of pay as of the effective date of the retirement as follows:

- At least ten (10) years of service, but less than fifteen (15) years, maximum of $5,000.00;
- At least fifteen (15) years of service, but less than twenty (20) years, maximum of $6,000.00;
- For twenty (20) or more years of service, but less than twenty-five (25) years, maximum of $7,000.00;
- For twenty-five (25) years of service or more, maximum of $8,000.00.

To be eligible for this benefit, the employee must be approved for a Nevada PERS retirement, be in good standing with Lyon County and not subject to disciplinary discharge or resignation to avoid a disciplinary discharge. The employee must repay any sick leave payoff received pursuant to this policy prior to the employee being eligible for re-employment with Lyon County.

8. **Personal Day**

Any employee using twenty-four (24) hours or less of any combination of sick/family sick leave during a calendar year shall be entitled to one (1) personal day off with pay to be used within one (1) year. Scheduling the
personal day off shall be in the same manner as scheduling vacation leave. Lyon County will provide each employee notification of sick leave hours used at the end of each calendar year.

9.3.2 Procedure

1. Leave Approval

An employee shall request leave through Munis Employee Self Service (ESS) as soon as the need for leave is known. For absences due to planned treatment and doctor’s appointments, the form shall be submitted before the absence. The employee’s supervisor or department head shall determine whether to approve use of accrued sick leave, consistent with this policy.

2. Notification

Any employee who is ill or unable to report to work for any reason shall, absent exigent circumstances, notify his/her immediate supervisor no later than fifteen (15) minutes following the employee’s normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily or at appropriate times agreed on by the supervisor of his/her inability to report to work. Use of sick leave may be denied for non-compliance with this policy.

3. Licensed Health Care Provider Certification

A supervisor or department head may require an employee to provide a licensed health care provider’s statement certifying that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification may also verify the employee’s fitness for return to work. A licensed health care provider’s statement is required for FMLA when employees miss three or more work days and may be requested prior to allowing the employee to return to work.

9.4 Family and Medical Leave

9.4.1 Policy

Public employers are covered under the Family and Medical Leave Act (FMLA), and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. Lyon County must provide employees Form WHD-1420 (reference: FMLA Form WHD-1420-Employee Rights and Responsibilities Under the Family and Medical Leave Act) and are also required to post and keep posted this notice in a conspicuous place, even if no employees are eligible.

1. Eligibility

Employees who have been employed by Lyon County for a total of twelve (12) months and worked for Lyon County at least 1,250 hours during the preceding twelve (12)-month period and are employed at a work site where
fifty (50) or more employees work for Lyon County within seventy-five (75) surface miles of that work site are eligible for FMLA leave. The required one (1) year of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven (7) years. There is an exception to the seven (7)-year condition for National Guard and Reservists and written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

2. Compensation During Leave

Employees may exhaust any accrued paid time off (sick, vacation, compensatory time, and personal days) concurrently with FMLA leave. Otherwise, FMLA leave is unpaid leave.

3. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the employer. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the employer’s operations. The employer may require an employee on intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee’s intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12)-week entitlement only by the actual time used. An employee who has been transferred under this section has reinstatement rights to his/her former position until the end of the twelve (12)-month FMLA leave year.

9.4.2 Duration of and Reasons for Leave

Any eligible employee, as defined above, may be granted a total of twelve (12) weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period (see exception for Military Caregiver Leave as provided in section 9.4.3 below). This period is measured using the “rolling lookback” method; i.e., measured backward from the date an employee uses any FMLA leave. A “week” is defined as a calendar week, regardless of the number of days the employee normally works. Twelve (12) calendar weeks does not entitle a part-time employee working three (3) days a week to sixty (60) leave days, but rather twelve (12) weeks. FMLA may be granted for the following reasons:

1. The birth of the employee’s child and in order to care for the newborn child;

2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee’s spouse, child, or parent who has a serious health condition;

4. An employee’s own serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses; or

5. Due to a qualifying exigency arising when an employee’s spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty.

Exigency leave may be taken for:

- Short-term notice deployment
- Military events and activities
- Child care and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Additional activities arising out of active duty that Lyon County and employee agree upon.

Covered Active Duty means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.

- Continuing treatment by (or under the supervision of) a licensed health care provider for a period of incapacity of more than three (3) consecutive full calendar days, combined with at least two (2) visits to a licensed health care provider within thirty (30) days of the first day of incapacity or one (1) visit to a licensed health care provider requiring a regimen of continuing treatment; i.e., prescription medication.

Unpaid FMLA leave will run concurrently with paid vacation, sick, compensatory time, and/or personal leave, unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid FMLA leave may also run concurrently with workers’ compensation leave or other benefits.
The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care *will* expire twelve (12) months from the date of the birth or placement. If both an employee and his/her spouse are employed by Lyon County, their combined time off may not exceed twelve (12) weeks during any 12-month period for the birth, adoption, foster care, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full twelve (12) weeks within a 12-month period to care for a son, daughter, or spouse with a serious health condition.

Employees may not take more than a combined total of twelve (12) weeks for all FMLA qualifying reasons listed above.

### 9.4.3 Military Caregiver Leave

An eligible employee, as defined in 6.4.1.1. above, may be granted a total of twenty-six (26) weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered service-member or veteran who is the employee’s spouse, son, daughter, parent, or nearest blood relative. The covered service-member must be a member of the Armed Forces who suffered an injury or illness while in the line of duty, on active duty, that rendered the person medically unfit to perform his/her duties; or in the case of a veteran, the illness or injury manifests itself before or after s/he became a veteran. This period is measured forward from the date an employee takes FMLA leave to care for the covered service-member or veteran and ends twelve (12) months after that date.

Employees cannot take more than a combined total of twenty-six (26) weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in 6.4.2. above. A husband and wife both working for the same employer are limited to a combined total of twenty-six (26) weeks of FMLA military caregiver leave.

Covered Service-member means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious illness or injury; or

- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious illness or injury and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

### 9.4.4 Notice of Leave

An employee intending to take FMLA leave because of an expected birth or placement, a planned medical treatment or medical care, or qualifying
exigency, must submit an application for such leave at least thirty (30) days before the leave is to begin. If a requested leave will begin in less than thirty (30) days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than thirty (30) days’ notice, Lyon County may require an explanation.

Within five (5) days (barring extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) an employee requests leave and Lyon County acquires knowledge that the leave may be FMLA-qualifying, Lyon County will complete Form WH-381 (reference: FMLA Form WH-381-Notice of Eligibility and Rights and Responsibilities). Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why they are not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. Lyon County may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

9.4.5 Certification of Leave

Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 (reference: FMLA Form WH-384-Certification of Qualifying Exigency for Military Family Leave) and provide a copy of the military member’s active duty orders.

Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 (reference: FMLA Form WH-385-Certification of Serious Injury or Illness of Covered Service member for Military Family Leave) within fifteen (15) calendar days, barring extenuating circumstances.

A request for leave based on the serious health condition of the employee or the employee’s spouse, child, or parent must be supported by completion of Form WH-380-E (reference: FMLA Form WH-380-E-Certification of Health Care Provider for Employee’s Serious Health Condition) or Form WH-380-F (reference: FMLA Form WH-380-F-Certification of Health Care Provider for Family Member’s Serious Health Condition) completed by the treating licensed health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the medical facts regarding the condition.

If the employee is needed to care for a spouse, child, or parent, the certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state that the employee cannot perform all the functions of his/her job or any one of the essential functions of his/her job. Note: Attach the employee’s current job description to Form 380-E (reference: FMLA Form WH-380-E-Certification of Health Care Provider for Employee’s Serious Health Condition) when it is sent to the employee’s licensed health
care provider. The Certification of Health Care Provider form must be completed and returned by the employee within fifteen (15) calendar days, barring extenuating circumstances.

Lyon County may contact the employee’s licensed health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only a Human Resources Department Representative may contact the health care provider.

If Lyon County questions the validity of the certification, Lyon County may require, at its expense, the employee obtain a second opinion from a licensed health care provider designated by Lyon County. If the second opinion conflicts with the original opinion, Lyon County may require, at its expense, that the employee obtain the opinion of a third licensed health care provider designated or approved jointly by Lyon County and the employee. This third opinion will be considered final and binding on both parties.

In instances where diagnoses from medical providers appear to be indefinite or long-term, Lyon County may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than once every six (6) months unless the circumstances reported in the original certification have changed significantly or Lyon County receives information casting doubt upon the stated reason for the absence.

In situations in which the minimum duration of leave anticipated by the original certification is more than thirty (30) days, Lyon County may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or Lyon County receives information casting doubt upon the continuing validity of the certification.

Lyon County may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

Any employee on FMLA leave must notify Lyon County periodically of his/her status and intention to return to work. Lyon County has the authority to determine how often the employee must provide this notification.

Any genetic information obtained from certification or recertification must be maintained in a confidential manner by the employer.

An employee may not accept other employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; i.e., an employee is on FMLA leave due to a back injury and accepts a job requiring heavy lifting.

9.4.6 Designation Notice

Within five (5) business days (barring extenuating circumstances) of receipt of all required information, Lyon County will make a determination if employee’s request for leave is for an FMLA-qualifying reason. Lyon
If Lyon County cannot make a determination from the information provided, they will use this form to:

- Indicate the information presented is incomplete or insufficient and provide the employee seven (7) calendar days to provide complete information.
- Provide notice to an employee if a second or third medical certification is required.

Lyon County may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

**9.4.7 Benefits Coverage During Leave**

During a period of FMLA leave, an employee will be retained on Lyon County’s health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the FMLA leave, the employee may be required to reimburse Lyon County for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee’s control. The definition of “beyond the employee’s control” includes a very large variety of situations such as: the employee being subject to layoff, continuation, recurrence, or the onset of an FMLA-qualifying event; or the spouse’s unexpected work site relocation of more than seventy-five (75) surface miles from the current worksite.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any cost of living increase granted to all employees during the FMLA leave period.

**9.4.8 Restoration to Employment**

Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. Lyon County cannot guarantee that an employee will be returned to his/her original job. Lyon County will determine whether a position is an “equivalent position.”

**9.4.9 Return from Leave**

If an employee wishes to return to work prior to the expiration of a FMLA leave absence, s/he must notify the supervisor at least five (5) working days prior to the employee’s planned return. Employees may be required to
provide a fitness-for-duty certification prior to returning to work if the FMLA leave of absence was due to the employee’s own serious health condition.

9.4.10 Failure to Return from Leave

Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless Lyon County has granted an extension. (Note: Refer to Lyon County’s other leave policies.) An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for service-member, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee’s spouse, child, or parent, must submit a request for an extension, in writing, to Lyon County. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA twelve (12) - or twenty-six (26)-week period will not be considered as FMLA. Rather, such time, if approved by Lyon County, will be characterized as either paid or unpaid leave, thereby ending Lyon County’s return-to-duty obligations included in Section 9.4.8. (See the applicable collective bargaining agreement for alternate provisions which may apply.) Nothing in this policy limits Lyon County’s obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

9.5 Leave of Absence Without Pay

9.5.1 Policy

Lyon County may, at its sole discretion, grant leaves of absence without pay up to six (6) months when it determines the granting of such leave is consistent with its needs and legal obligations. This leave may be extended beyond six (6) months only in exceptional circumstances. Lyon County may at any time request documentation substantiating the need for leave. Supervisors and department heads may grant a leave absence without pay exceeding thirty (30) days only with approval from the County Manager. Lyon County reserves the right to terminate a leave of absence without pay at any time.

9.5.2 Procedure

1. Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

2. Return from Leave

Employees are expected to return to work at the conclusion or termination of their leave of absence without pay. An employee who fails to do so is considered to have abandoned his/her employment and will be considered to have resigned from employment with Lyon County.

3. Benefit Accrual

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Employees will not accrue any other leave benefits (e.g., sick leave, vacation leave) while on leave of absence without pay.

9.6 Court Leave

Employees shall notify their supervisors of the need for court leave covered under this policy as soon as the need of the leave becomes known to the employee.

1. Jury Duty

Employees required to serve jury duty (including grand jury service) during their regularly-scheduled work hours shall be granted time off to perform their civic duty. Such employees shall receive compensation for missed work time at their base hourly rate of pay, subject to the conditions and limitations below:

a. The employee shall provide a copy of the summons or other documentation substantiating the need to attend jury duty.

b. The employee shall claim any fees to which the employee is entitled from the jury service and shall sign the check(s) for those fees, excluding any travel pay, over to Lyon County.

c. Jury service (including travel time) shall not be counted as hours worked for the purpose of calculating overtime.

d. If the jury service occurs on a scheduled day off and/or outside of the employee’s normal work schedule, the employee shall not receive any compensation from Lyon County. However, the employee may retain all fees received from the court for the jury service on that day.

e. An employee who is not required to report for jury duty until the after the start of the employee’s normal workday or who is released from jury service before the end of the employee’s workday shall, insofar as practicable, report to work for the portion of the workday not consumed by jury duty and related travel.

f. This policy does not apply to casual employees. If necessary, those employees shall be granted a leave of absence without pay to attend jury service.

2. Witness on behalf of Lyon County

Any employee required by Lyon County to appear as a witness in a proceeding in which the County is a party shall be paid for the appearance as though otherwise working, irrespective of whether the appearance occurs within the employee’s normal work schedule. The employee shall claim any witness fees to which the employee may be entitled for such appearance and sign the check(s) for those fees, except for any travel pay, over to Lyon County. Time served as a witness at Lyon County’s direction and on its behalf is time worked and shall count for the purpose of calculating overtime.
The preceding paragraph applies only to matters in which the employee serves as a witness on behalf of Lyon County. Employees shall not receive any compensation or benefit for appearing as a witness in a matter in which the employee is a party or serves as a witness for a party who has commenced litigation against Lyon County. In addition, employees shall not receive any compensation or benefit for serving as a party or witness in a matter unrelated to their employment with Lyon County. Employees may, however, be granted annual or unpaid leave, consistent with this policy manual, to attend the type of proceedings identified in this paragraph.

9.7 Military Leave under Federal Law

9.7.1 Policy

Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024 and 4302 et seq. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

9.7.2 Notice and Notification

1. Lyon County must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the employer customarily places notices for employees.

2. Lyon County requires written (orders) notice of service obligation, but must waive the requirement if notice is impossible or unreasonable.

*Includes part-time, seasonal and temporary employees (if the temporary position is considered recurrent).

9.7.3 Salary and Benefits

1. Leave Without Pay

The employer will treat the employee the same as any other employee on leave without pay. The employee may choose to use vacation leave and compensatory time, if any, before going on leave without pay.

2. Health Insurance

There is no impact to the employee’s insurance coverage, including life insurance inclusive of the health insurance package. The employer and employee premium payments or obligations, if any, remain unchanged for thirty (30) days. Employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either eighteen (18) months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is lesser (see Reemployment, Section 9.7.4. below). The employer must reinstate coverage upon the employee’s prompt reemployment without the
imposition of exclusions or waiting periods. An employee who takes up to ninety (90) days after leaving the military before commencing his/her reemployment may stay on the military health insurance; however, it is the employee’s responsibility to verify the continuation, scope, and duration of coverage.

3. Seniority

An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the “escalator principle”). However, if a probationary period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. Lyon County must count time served for the purpose of determining vacation and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, Lyon County must count time in the military when determining the employee’s rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). Lyon County is not required to accumulate vacation or sick leave for an employee during his/her absence. The “escalator principle” will be applied to a returning employee’s opportunities to take promotional examinations or skills tests and to merit pay increases.

4. Retirement

Time served will be counted as work time for purposes of retirement. Lyon County must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. Lyon County’s contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service. An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience. Employers are required to report time spent in the military upon reemployment of employee. PERS will calculate credit attained (NRS 286).

5. Death or Disability

If an employee does not return to work due to death or disability, the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. The employer must make the retirement contribution up to the date of the death or disability.

6. Other Leave

Lyon County must count time served in the military when calculating the employee’s Family Medical Leave Act eligibility.

9.7.4 Reemployment

1. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee must show s/he was honorably discharged. The rules for time limits are:
a. Service of one (1) to thirty (30) days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.

b. Service of thirty-one (31) to one hundred eighty (180) days: Application for reinstatement must be submitted not later than fourteen (14) days after completion of military duty.

c. Service of one hundred eighty-one (181) or more days: Application for reinstatement must be submitted not later than ninety (90) days after completion of military duty.

2. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service.

3. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five (5) years while employed by Lyon County. Time spent in National Guard and reservist training does not count towards the five-year period.

9.7.5 Termination

If time served is greater than thirty (30) days, but less than one hundred eighty-one (181) days, an employee may not be terminated within one hundred eighty (180) days of reemployment, except for just cause. If time served is greater than one hundred eighty (180) days, an employee may not be terminated for one year, except for just cause.

9.7.6 Prohibition Against Retaliation

Lyon County does not tolerate retaliation. Retaliation is adverse treatment that occurs because the employee availed himself or herself of military leave rights under this policy and/or federal law. Any employee who believes s/he has been retaliated against shall immediately notify the EEO Officer / ADA Coordinator. Lyon County will promptly investigate and, where appropriate, take corrective action.

9.8 Military Leave under Nevada Statute

9.8.1 Policy

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.
9.8.2 Procedure

1. Upon employee’s or public officer’s request, Lyon County must relieve employee or public officer of duties with pay to serve under orders for training or deployment for a period of not more than the number of hours equivalent to 15 working days in a 12-month period.

2. Lyon County is not required to pay the public officer’s or employee’s salary after 15-working days (or hours equivalent).

3. Public officer’s or employee’s accrued vacation time may not be deducted during the leave. If public officer or employee requests additional time beyond 15 working days, public officer or employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. The employer will treat the public officer or employee the same as any other employee on leave without pay.

4. The 12-month period designated by Lyon County in number 1 above is calendar year.

9.8.3 Prohibition Against Retaliation

Lyon County does not tolerate retaliation. Retaliation is adverse treatment that occurs because the employee availed himself or herself of military leave rights under this policy and/or state law. Any employee who believes s/he has been retaliated against shall immediately notify the EEO Officer / ADA Coordinator. Lyon County will promptly investigate and, where appropriate, take corrective action.

9.9 Emergency Volunteer Service

An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule himself/herself for on-call duty during work hours. In the event it is necessary for the employee to be scheduled for on-call duty during regular work hours, s/he will consult with his/her supervisor prior to the on-call period. In the event an employee is called out during normal working hours, s/he shall receive total regular compensation and shall remain in full employment status while performing the volunteer service for the period that s/he would have been working for Lyon County.

9.10 Emergency Road Conditions

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular salary. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to notify his/her immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued vacation leave or accrued compensatory leave time.
2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day’s pay, s/he may use vacation leave or accrued compensatory leave time to complete the normal work period.

3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee’s reasoning, the final decision shall be made by Lyon County on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

9.11 Disaster Area Declaration

1. “Disaster Area” is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Employees who are unable to report to work due to a disaster may use accrued vacation leave or compensatory leave time as compensation for scheduled time not worked.

2. Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the Lyon County’s operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared “disaster” conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.

9.12 Blood Donor Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a Lyon County-sponsored blood donation drive or special need. All such absences shall be scheduled with the employee’s supervisor or department head. In no event shall an employee be eligible for overtime as a result of donating blood.

9.13 Bereavement Leave

For each death of a family member within the second degree of consanguinity or affinity (see chart attached as Appendix A), an employee is entitled to a bereavement leave of absence of up to five (5) consecutive workdays with pay, chargeable to the employee’s sick leave balance. Bereavement leave shall be used on consecutive workdays; provided, however, that at Lyon County’s sole discretion it may authorize the use of bereavement leave on non-consecutive workdays for good cause shown.

An employee absent from work due to the death of an individual who does not fall within the second degree of consanguinity or affinity shall have the absence charged against the employee’s vacation leave. The vacation leave is subject to the approval of the employee’s supervisor or department head.

9.14 Catastrophic Leave

Note: This policy applies to all Lyon County employees except for elected officials and those members of the Lyon County Sheriff’s Employee Association (LCSEA).
LCSEA members have a separate catastrophic leave account, the terms and conditions of which are set forth in the applicable collective bargaining agreement.

1. Establishing the Catastrophic Leave Account

The Lyon County Manager will maintain a catastrophic leave account for employees. The leave available in the account will be exclusively from voluntary donations by employees.

2. Donating to the Catastrophic Leave Account

An employee may request, in writing, that a specified number of hours of his/her accrued vacation or sick leave be donated to the catastrophic leave account. All vacation or sick leave donated to the catastrophic leave account will be transferred at the rate of one (1) hour of leave in the account for every one (1) hour of leave donated. All donated leave will be placed in a general catastrophic leave account; however, the donating employee may at the time of the donation request that the donated hours be allocated to a particular employee who has been approved for catastrophic leave in accordance with this policy. All donations shall be subject to the following limitations:

a. An employee may not donate sick leave to the catastrophic leave account if the employee’s sick leave balance after the donation would be less than six hundred (600) hours.

b. If an employee chooses to donate, the minimum number of hours an employee may donate in any one (1) calendar year is eight (8) hours vacation leave and twenty-four (24) hours sick leave.

c. The maximum number of total hours an employee may donate in any one (1) calendar year is eighty (80) hours.

d. All donations are irrevocable. Any hours of vacation or sick leave donated by any employee to the catastrophic leave account may not be returned or restored to that employee.

3. Eligibility

An employee is who is completely unable to work for a period of at least six (6) weeks because of a serious illness or injury may apply for catastrophic leave in accordance with this policy. Catastrophic leave may not be used when the subject of the catastrophe is anyone other than the employee (e.g., the employee’s family member). Catastrophic leave is limited to catastrophes which befall the employee. In addition, catastrophic leave is limited to situations where the employee has exhausted all paid time off and is not receiving any workers’ compensation or wage replacement benefits.

4. Requesting Catastrophic Leave

An employee who is eligible for catastrophic leave under Section 3 of this policy may request that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The request must be submitted in writing to the Human Resources Department. The maximum number of hours that may be requested is three hundred twenty (320) hours per catastrophe. The request must include: (i) the employee's name, title and classification; and (ii) a statement from the employee’s
attending provider substantiating the catastrophe and the period of incapacity resulting therefrom. The cost of all substantiating medical information submitted by the employee shall be borne by the employee.

5. Approval and Transfer of Catastrophic Leave

Lyon County may approve the transfer of a specified number of hours of catastrophic leave, not to exceed three hundred twenty (320) hours, to any employee who satisfies all requirements for eligibility set forth in Section 3 of this policy. An employee who receives catastrophic leave is entitled to payment for each hour of leave at the employee’s base rate of pay. An employee shall not receive any catastrophic leave until the employee has exhausted any and all of his/her own paid accruals (sick leave, vacation leave, compensatory time off, etc.). In addition, no employee shall be approved for more than three hundred twenty (320) hours of catastrophic leave in any twelve (12) month period. The County Manager or his/her designee shall have the final decision on the approval of catastrophic leave requests, and that decision is final and is not subject to any grievance or dispute procedure, judicial review, or review by the Board of County Commissioners.

6. Review of Status of Catastrophe

The County may periodically request any additional information from the employee reasonably needed to determine or confirm whether the catastrophe still exists. All such information, including additional physician statements, shall be provided at the expense of the employee.

7. Cessation of Catastrophe or Employment

If Lyon County determines that the catastrophe no longer exists, i.e., if it determines that all requirements in Section 3 of this policy are no longer satisfied, no further hours of catastrophic leave shall be used and any unused catastrophic leave shall be forfeited and returned to the catastrophic leave account. This determination is final and not subject to the grievance procedure, judicial review or review by the Board of County Commissioners. If the employee who is receiving catastrophic leave resigns or is terminated, no further hours of catastrophic leave shall be used and any unused catastrophic leave shall be forfeited and returned to the catastrophic leave account. Any catastrophic leave not otherwise used at the time the catastrophe ceases to exist or upon cessation of employment shall be forfeited and returned to the catastrophic leave account.

9.15 Leave for Parents of Children Enrolled in School

Employees who are parents of children enrolled in public or private school (K-12) are entitled to four (4) hours of unpaid leave, per school year, for each child enrolled in school. The employee may use this leave time to:

a. Attend parent-teacher conferences;
b. Attend school-related activities during regular school hours;
c. Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and
d. Attend school-sponsored events.
The time for the leave must be mutually agreed upon by the employee and Lyon County. The employee must request the leave in writing at least five (5) school days prior to the date on which the leave is to be taken. The employee may also be required to furnish documentation demonstrating that s/he was present at the school activity for which the leave was provided.

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. Lyon County shall provide the employee with all of the forms necessary for the claim filing.

10. **BENEFITS**

10.1 **Health Insurance Coverage**

10.1.1 **Eligibility**

Regular employees working thirty (30) or more hours per week are eligible to enroll in a group health insurance plan effective the first of the month following sixty (60) days of employment. Dependents of these employees, as defined under the applicable plan documents and applicable law, are also eligible for enrollment.

10.1.2 **Benefits**

The specific terms and conditions of coverage are specified in the applicable plan documents for medical, dental, and vision insurance issued by the insurance company(ies). Employees must authorize a payroll deduction for any share of the premium which is to be paid by the employee.

10.1.3 **Plan Changes**

Lyon County may, from time to time, adjust the health insurance plan and the amount of premium cost to be paid by Lyon County.

10.2 **Life Insurance Coverage**

10.2.1 **Eligibility**

Full-time regular employees are covered by a Lyon County-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following sixty (60) days of employment.

10.2.2 **Policy**

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Human Resources Department.
10.2.3 Coverage

Eligible employees are covered by a life insurance policy in the amount of $10,000. Law enforcement officers are provided a policy in the amount of $50,000.

An additional, optional life insurance policy is available for employees and their dependents on an employee contribution basis. Details are available from the Human Resources Department.

10.3 Retirement

As defined in NRS 286, Lyon County is considered a public employer and employees in positions considered to be half-time or more, according to the full-time work schedule for at least one hundred twenty (120) consecutive work days, are covered by the Public Employees Retirement System (PERS). Details are available in Chapter 286 of the NRS.

Eligibility for membership in PERS for elected officials is covered in NRS 286.293.

Eligibility for membership in PERS for district judges and justices of the peace is covered in NRS 1A.

10.4 Workers’ Compensation

Employees are insured pursuant to the State Workers’ Compensation Act for injuries and illnesses arising out of and in the course and scope of employment with Lyon County. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible, and in no event later than twenty four (24) hours of the accident, injury, or illness.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

1. When an employee is eligible at the same time for benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS, and for any sick leave benefit, s/he may, by giving notice to Human Resources, elect to continue to receive his/her normal salary instead of the benefits under those chapters until his/her accrued sick leave time is exhausted. Lyon County will notify the Workers’ Compensation Claims Administrator of the election. Lyon County will continue to pay the employee his/her normal salary, but charge against the employee’s accrued sick leave time as taken during the pay period an amount which represents the difference between his/her normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under chapters 616A to 616D, inclusive, or 617 of the NRS for that pay period.

2. When accrued sick leave has been exhausted, and the employee is still unable to work, the employee may use accrued vacation leave as sick leave. Once the employee’s accrued sick and vacation leave is exhausted, the employee shall receive no additional compensation from Lyon County.
3. When the employee’s accrued sick and vacation leave time is exhausted such that it cannot make up the difference between the employee’s temporary total disability benefits and the employee’s full normal salary, payment of his/her normal salary under Subsection 1 must be discontinued. Lyon County will promptly notify the Workers’ Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.

10.5 Modified Duty Policy

Lyon County may provide modified duty assignments on a temporary basis to employees who have suffered an occupational injury or illness and who consequently cannot perform the essential functions of their position (with or without reasonable accommodations) for a limited, finite time period. Modified duty assignments generally shall not exceed ninety (90) days. Employees shall receive their normal rate of pay for hours worked during the modified duty assignment.

Nothing in this policy creates an entitlement to a modified duty assignment. Modified duty assignments shall be assessed on a case-by-case basis, based on the availability of modified duty work and the operational needs and objectives of Lyon County. Modified duty assignments do not create assigned permanent or indefinite right to modified duty, nor do they guarantee that such assignments will be available to other employees in the future. The decision to offer modified duty assignments and for how long is at the sole discretion of Lyon County.

Nothing in this policy is intended to abridge an employee’s rights under the Americans with Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Personnel matters implicating those laws will be handled in consultation with the Human Resources Department.

10.6 Deferred Compensation

Employees may defer a portion of their taxable income by participation in a deferred compensation plan offered through Lyon County.

Initial enrollment may be made at any time during the year for earnings beginning the first of the following month. Changes in contribution are governed by the terms and conditions of the particular plan.

Only income earned after the effective date of initial or increased participation can be deferred.

Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. In the event of an unforeseeable emergency, the portion of account needed to pay for the emergency may be withdrawn. The IRS defines conditions and requires Lyon County’s approval of early withdrawal on a hardship basis. Lyon County Manager or his/her designee must review and approve all requests for early withdrawal.
10.7 Educational Assistance

Subject to the availability of budgeted funds, Lyon County may provide educational assistance by paying part or all of an employee’s tuition/fees for enrolling in an educational program that would mutually benefit the employee and Lyon County. The following minimum requirements must be met:

1. The employee must be employed in a regular, full-time position.

2. The educational program must be offered by an accredited institution of higher learning or a Lyon County-approved adult education provider.

3. The educational program must improve knowledge, skills, and/or abilities needed for the employee’s classification, or must bear some other direct nexus to the employee’s career with Lyon County.

4. The anticipated gains for Lyon County must justify the cost of the educational program; and

5. All work performed in connection with the educational program must be performed on the employee’s own time.

An employee seeking educational assistance pursuant to this policy must submit a written application letter to his/her department head. The application letter shall specify the educational program for which the employee is seeking assistance, the institution or organization that provides the educational program, the amount of the tuition and fees, and the duration of the educational program. In addition, the application letter shall address each of the above minimum requirements and provide any other information the employee would like to be considered. The department head shall consider the application in consultation with the Human Resources Director. Additional information may be requested from the employee as necessary. If the department head and Human Resources Director both approve the application, it shall be forwarded to Lyon County Manager for final approval.

Such approval shall be conditioned upon meeting commitments for continuing employment with Lyon County and/or meeting job-related conditions. Such commitments and conditions shall include, but are not limited to, the following:

1. The employee must successfully pass all courses on the first attempt. If letter grades are awarded, the employee must pass with a grade of “C” or better.

2. The employee must not voluntarily terminate employment within one (1) year of completing the educational program.

Employees who are granted final approval shall sign a written agreement in which the terms of the tuition/fee payment are set forth in writing, and in which they assent to the above conditions and any others that Lyon County deems appropriate. Employees who do not meet the conditions in the agreement shall reimburse Lyon County for the full cost of the educational assistance provided.

Employees seeking educational assistance pursuant to this policy are encouraged to submit their applications before February 15th of the year preceding the fiscal year in
which the educational program will commence. As indicated, approval is subject to the availability of budgeted funds.

10.8 **Reimbursement for Required License or Certification**

Employees in positions that require the individual maintain a license or certification may be reimbursed the cost of the renewal fee for the required license or certification with the department head’s approval. This reimbursement would include courses required for continuing education units or POST requirements. All out-of-state travel under this policy requires Lyon County Manager’s prior approval.

10.9 **Early Separation Incentive Program**

10.9.1 **Purpose**

The Early Separation Incentive Program is designed to reduce staffing costs for Lyon County by providing an incentive for certain long term employees to retire or resign from Lyon County employment. It applies only to employees who are retiring from Nevada public service through the Public Employees Retirement System (PERS).

10.9.2 **Incentive**

Lyon County will pay an amount up to fifteen percent (15%) of the employee’s annual base salary at retirement towards the purchase of Nevada PERS service credit. This purchase of service credit is contingent upon: (i) the employee meeting all eligibility requirements and timely submitting a completed application as set forth below; (ii) an appropriation of funding for participation in the program by the Board of County Commissioners; and (iii) Nevada PERS approval of the purchase on the employee’s behalf.

10.9.3 **Eligibility**

To be eligible to apply for and receive the benefits of this program, an employee must meet the following criteria:

1. Employed by Lyon County in a full-time, appointed position for a total of at least ten (10) years as of the anniversary date preceding retirement.

2. Received ratings of at least “at target” in each of the two (2) most recent performance evaluations preceding retirement. In the event that an employee applies for and is approved for participation in the program but thereafter fails to meet this requirement, the approval shall be void and Lyon County shall not purchase any service credit for the employee upon retirement.

10.9.4 **Submission of Applications**

All applications for participation in the program shall be submitted by December 15th of the year prior to the fiscal year (July 1st through June 30th) in which the employee intends to retire. Applicants shall use the approved application form, which is available through the Human Resources Department and on Lyon County’s website. Each applicant shall submit with
the completed application form a formal written resignation letter expressly representing that the applicant will be retiring through Nevada PERS and specifying the retirement date in the subsequent fiscal year.

Successful applicants may participate in the program only once. In the event an employee applies for and is approved for participation in the program but later withdraws, that employee permanently forfeits any further right to participate in the program. Applications are for a single fiscal year and do not carry forward from year to year.

10.9.5 Approval of Applications

Approval of applications shall be based upon Lyon County’s business needs and objectives, and shall be conditional upon the availability and appropriation of sufficient funds in Lyon County’s budget.

Upon receipt of an application, the Human Resources Director shall determine whether the application is timely and meets the criteria for participation in the program. If so, the Human Resources Director shall so notify the employee and shall advised the employee that the application will be considered for funding by the Lyon County Board of Commissioners during the budget process.

If the Human Resources Director determines that an application is untimely and/or does not meet the criteria for participation in the program, the Human Resources Director will so notify the employee.

The Human Resources Director shall forward all accepted applications to the Comptroller by December 31 of the year in which they are submitted. The Comptroller shall submit them to the Board of County Commissioners for consideration of inclusion in the budget for the following fiscal year. The Comptroller may make any recommendation for or against the appropriation of funding for the program consistent with the business needs and objectives of Lyon County.
11. TRAVEL EXPENSES

11.1 Policy

Employees will be reimbursed for all reasonable and necessary travel expenses which are directly related to the performance of their assigned duties and which are properly authorized. To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed. Lyon County will not reimburse or otherwise pay any expense that violates commonly accepted standards of sound judgment and good taste or violates this policy.

11.2 Allowances

11.2.1 Mileage

Lyon County will attempt to make a vehicle available for official use to employees when travel is required in the course of duty. If there are no Lyon County vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the IRS standard mileage reimbursement rate. If a Lyon County vehicle is available and an employee chooses to use a personal vehicle, the mileage will be reimbursed at one-half the IRS standard mileage rate. If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare.

11.2.2 Lodging

Subject to the department head’s prior approval, the reasonable cost of lodging may be reimbursed in the event overnight travel is required for off-site training, meetings, or work. If rooms are not available at the site, then a reasonably-priced room near the site shall be selected. Reimbursement will be based on the cost of a double room, plus tax, if available. A receipt is required for reimbursement for lodging expenses.
11.2.3 Meals

1. Lyon County will pay the prevailing per diem rate as allowed for State employees for meal expenses when Lyon County employees are on an authorized business trip and meals are approved by the department head. Lyon County employees not directly supervised by the District Court are to be reimbursed for breakfast when leaving at least 1 1/2 hours prior to the regularly scheduled start of a shift, and for dinner when returning at least 1 1/2 hours after the end of the regularly scheduled shift. Lyon County employees directly supervised by the District Court are to be reimbursed for breakfast when leaving before 7:00 a.m., and for dinner when returning after 5:00 p.m. (Effective January 17, 2008, per Board action.)

2. No reimbursement shall be allowed for any meal which is provided or made available to an employee as a part of the cost of a meeting, class, or other function, regardless of whether the employee partakes of the provided meal or purchases his/her meal elsewhere.

3. No reimbursement for meals will be allowed when traveling within Lyon County or if the employee’s regularly assigned work area includes other counties.

4. Should the cost of meals purchased during out-of-state travel exceed the per diem rate, the employee may apply to the Comptroller for a variance by submitting such request with the original receipts for the expenditures.

11.2.4 Other Expenses

Necessary business telephone calls at a meeting or training site, parking charges, and/or ground transportation will be reimbursed.

11.2.5 Unallowable Expenses

1. Lyon County does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco, and extravagant costs of any kind.

2. Lyon County discourages combining personal travel with business travel due to the public’s perception regarding use of Lyon County funds. Employees must clearly disclose any personal travel and/or vacation time to be taken in conjunction with Lyon County travel. An employee’s family may accompany the employee on Lyon County business, provided travel is not in a Lyon County vehicle. Lyon County will not, however, pay any additional expenses when personal travel is combined with business travel and/or a family member travels with an employee while on Lyon County business.
11.3 Processing

11.3.1 Claims

1. All expenses shall be detailed on the proper claim form and shall provide detailed information regarding expenses claimed. Receipts, when required, are to be attached. All expense reports must be approved by the Comptroller or Lyon County Manager.

2. Travel expense reports shall be submitted within five (5) working days following any trip and must be submitted within thirty (30) days. All unused expense advanced funds are to be returned with the report. When advanced funds have been provided, a claim form must still be completed within five (5) working days following any trip.

11.3.2 Advances

Employees may request an advance to cover anticipated expenses of at least fifty dollars ($50.00). This request must be made not more than three (3) weeks nor less than one (1) week before departure.

12. EMPLOYEE SEPARATION

12.1 Resignation

12.1.1 Notice

A regular employee may resign by giving written notice of the effective resignation date to the supervisor or department head. The requested minimum amount of written notice is fourteen (14) days; however, a resignation in good standing may be accepted immediately upon receipt when the notice requirement is waived by the department head.

12.1.2 Return of Employer Property

Prior to separation, employees must return all Lyon County property, including clothing, keys, identification badges, tools, equipment, and other items of value.

12.1.3 Withdrawal

At the sole discretion of Lyon County, an employee may request to withdraw a resignation prior to its effective date.

12.1.4 No Notice

Failure to give notice as required by this section may constitute cause for denying future employment by Lyon County, unless there are extenuating circumstances surrounding the failure to give notice.
12.1.5 Job Abandonment

Employees who are absent from work without approved leave for a period of three (3) consecutive work days may be considered by Lyon County to have abandoned their position and may be considered to have resigned.

12.1.6 Supervisor/Department Head Responsibilities

Following receipt of notification of an employee's resignation, the supervisor/department head will initiate the following actions:

1. As soon as possible, but not later than the last day of employment, forward the letter of resignation, completed employee time sheet, and the appropriate payroll change form to the Human Resources Department.

2. When practicable and circumstances allow for it, the Human Resources Department and department head are encouraged to conduct an exit interview with the employee.

12.1.7 Final Paycheck

Lyon County shall issue a paycheck by the next payday following the effective date of resignation if sufficient notice was given by the employee and may issue a paycheck sooner when the employee resigns in good standing. Whenever Lyon County discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable on the next regular payday, since Lyon County is not considered a private employer under NRS 608.

12.2 Layoff

12.2.1 Reasons for Layoff

Lyon County may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interests of economy, efficiency, or other causes, as determined by Lyon County.

12.2.2 Order of Layoffs

The order of layoff among positions in the same class within a department shall be: casual workers first; then employees serving a probationary period; then all other employees.

In deciding which persons shall be laid off and which shall be retained, job-related factors such as an employee’s job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the reduction in force; attendance, safety, and disciplinary records; work performance with Lyon County; and efficiency of operations will be considered. Where two employees are equally qualified under these factors, the employee with the most time served since the current hire date shall be retained.
12.2.3 Designation of Employees to be Laid Off

In the event of a layoff, the department head shall provide the Human Resources Director with a list identifying employees to be laid off. It shall be the responsibility of the department head to provide the rationale for selecting particular employees within the same job class for layoff. The Human Resources Director shall review the list for conformance to Lyon County’s policy.

12.2.4 Layoff Notice

Upon confirmation of the layoff list, the department head shall provide each affected employee with notice of the layoff. Written notice of the layoff shall either be delivered to the affected employees in person or mailed to the employee after verbal notice. If practical, the layoff notice shall be delivered or mailed at least fourteen (14) days prior to the expected date of layoff.

12.2.5 Reinstatement

The names of persons laid off shall be placed on one or more reinstatement lists. All employees laid off from positions in the same class shall be placed on a single reinstatement list without regard to department. A laid off employee may request and receive placement on the reinstatement list for any job classification in which the employee previously worked in post-probationary status. When a vacancy occurs in the same job class for which there exists a reinstatement list, the Human Resources Department, with concurrence of the affected department head, shall fill the vacancy using the appropriate reinstatement list. Names shall be placed on the reinstatement list in the order of the date of layoff.

12.2.6 Reinstatement Process

The most recently laid off employee on the applicable reinstatement list that is qualified for the position and is willing to accept employment in the class and department where a vacancy exists shall be reinstated. The department head may select the most appropriately qualified employee based upon the same considerations used to determine the order of layoff. An employee reinstated to a position in the same class and department as held prior to the layoff will not serve any additional probationary period.

12.2.7 Duration of Reinstatement List

The names of persons laid off shall be carried on a reinstatement list for one (1) year from the date of the layoff. Persons on this list who are hired in positions in the same class from which they were laid off shall, upon such hire, be removed from the list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list.
13. PERFORMANCE MANAGEMENT

13.1 Statement

Lyon County’s performance management system is designed to be a formal, objective, consistent, and ongoing process to gauge each employee’s on-the-job effectiveness by communicating to the employee his/her status, the objectives which s/he must achieve, and the standards of performance expected. Performance management is an ongoing process that focuses on the future and continued improvement.

13.1.1 Purpose

The performance management process exists to ensure timely and periodic two-way communication between employees and supervisors regarding job performance. This process is designed to:

1. Clarify Lyon County’s goals and link them to performance expectations.

2. Assist employees in reaching their full potential by identifying training needs and developing specific plans for continual improvement.

3. Identify and document performance achievements and deficiencies.

4. Provide ongoing opportunities for supervisors to coach and encourage personal development and improved job performance.
13.1.2 *Ongoing Communication Regarding Performance*

It is the policy of Lyon County to manage employee performance through ongoing communications between an employee and his/her supervisor regarding performance expectations and employee accomplishments. Periodic formal performance evaluations cannot take the place of ongoing communication. By providing an employee with a performance evaluation, whether formal or informal, Lyon County does not create a contract or other right to continued employment.

13.1.3 *Frequency of Performance Evaluations*

Formal performance evaluations are to be conducted a minimum of once a year. Additionally, supervisors shall conduct evaluations at the following times:

1. When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.

2. Within three (3) months following an evaluation documenting that the employee’s performance needs substantial improvement. (Lyon County encourages frequent, ongoing meetings between the employee and supervisor.)

3. At any other more frequent interval as the supervisor deems appropriate. In addition, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

13.1.4 *Written Record*

The Performance Management Evaluation form is the tool utilized to recognize, evaluate, and record a summary of an employee’s performance over a specific period of time and to plan future performance and developmental goals.

The written record of any formal evaluation process will be made by the supervisor/department head on a Performance Management Evaluation form. All information in the written record shall be consistent with the information communicated verbally during the performance evaluation sessions. The completed form, along with any written comments submitted by the employee, shall be placed in the employee’s personnel file.

The employee and the supervisor/department head may make additional working notes of preparation activities and of any information which is exchanged during the performance evaluation meeting.

13.1.5 *Employee Involvement*

Employee participation in the performance evaluation process is encouraged. Opportunities for participation may include the following:

1. Discussions with the supervisor/department head regarding performance.
2. An opportunity to have the employee's written comments on the supervisor's/department head's findings made part of any permanent record of the performance evaluation.

3. Discussions with the supervisor/department head regarding establishing performance expectations, work, or developmental goals for the next evaluation period.

4. If requested by the employee, a discussion with the next level management personnel to review any disagreements over a performance evaluation.

13.2 Procedure

13.2.1 Steps in the Performance Evaluation Process

The following actions are to be taken as part of the performance evaluation process:

1. Establish and communicate a written performance plan at the beginning of the evaluation period which states expectations the employee must meet.

2. Review notes taken on the employee’s performance since the last formal evaluation and the employee’s self-evaluation, if provided.

3. Complete a performance evaluation form comparing the employee’s actual performance with the established performance expectations and standards.

4. Schedule a meeting with the employee.

5. During the evaluation meeting:
   a. Use specific examples to provide a candid, objective, constructive, and complete description of how the employee performed during the evaluation period. Discuss both the “what’s” and “how’s” of the employee’s performance, strategies for improvement, and the employee’s own goals for personal growth.
   b. Jointly establish new performance expectations and goals for the next performance evaluation period.
   c. Obtain appropriate signatures and employee comments.
   d. Review any areas of disagreement. If the employee does not agree with all or part of the performance evaluation, s/he should be referred to the next level manager or to the process in their collective bargaining agreement.

6. Monitor performance, providing feedback, as well as coaching and counseling, throughout the evaluation cycle.
13.2.2 Documentation of Performance Evaluations

Use the Performance Management Evaluation form to make a record of the performance evaluation results. The Performance Management Evaluation form will become a permanent record of the evaluation process.

13.2.3 Responsibility for Performance Evaluations

The performance evaluation process is the responsibility of the department head. In larger departments, this responsibility may be delegated to a supervisor. Responsibility for the performance evaluations of non-elected department heads shall rest with the Lyon County Manager who will work with governing boards and judges, as appropriate. The performance evaluations of non-elected department heads shall follow the same guidelines as established for other employees.

14. DISCIPLINARY ACTION AND APPEAL

This policy applies to all regular employees, except for elected officials and those who are identified elsewhere in this personnel policy manual as at-will employees.

14.1 Justification for Discipline

14.1.1 Policy

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

1. Conduct unbecoming an employee, including any act or omission tending to diminish public confidence.

2. Falsification of or making a material omission on forms, records, or reports including applications, time cards, and Lyon County records.

3. Absence from work without permission, failure to report to a supervisor or department head when absent from work, or being habitually absent or tardy.

4. Unauthorized possession or removal or use of Lyon County property including, but not limited to, monies, funds, records, keys, confidential information of any kind, or any other material.
5. Insubordination, refusing to follow directions, or other unprofessional conduct to a supervisor or department head.

6. Discrimination, harassment, or bullying of another employee or person.

7. Actual or threatened physical violence including, but not limited to, intimidation, harassment, or coercion.

8. Possession or inappropriate use of drugs and alcohol on Lyon County property, in Lyon County facilities, or while on duty or during an on-call status.

9. Possession or bringing of unauthorized firearms, weapons, chemicals, or other dangerous substances onto Lyon County property.

10. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard.

11. Dishonesty, including intentionally providing false information, intentionally falsifying records or documents, or making false statements when applying for employment.

12. Violating or failing to comply with federal, state, or local laws or Lyon County’s policies, rules, regulations, and/or procedures.


14.1.2 Forms of Disciplinary Action

Disciplinary action includes, but is not limited to, one or more of the following:

- Verbal warning (document time, date and subject)
- Written reprimand
- Suspension*
- Pay reduction*
- Demotion
- Discharge/Termination

Employees’ signed copies of the above must be placed in employees’ master personnel file, and a copy provided to employees.

*Note: Exempt employees are subject to the following rules regarding disciplinary pay deductions and unpaid suspensions:
a. Pay deductions imposed as a penalty may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.

b. Pay reductions, as a form of discipline, may be imposed as long as the employee is paid at least $455 per week and the reduction is on a “permanent” (i.e. not workweek) basis and is not tied to an employee’s attendance or quality or quantity of work performed during a particular workweek.

c. Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments and must be imposed pursuant to a written policy applicable to all employees.

d. Suspensions for performance issues must be made in full-week increments.

e. Where the safety of the public or other employee(s) are involved, Lyon County may terminate the post-probationary employee without complying with the above requirements and then provide post-termination due process including notice of charges and a post-termination hearing.

14.1.3 Due Process

Prior to taking disciplinary action involving suspension with pay, demotion, or termination against any regular employee, Lyon County will take the following steps intended to ensure that the employee is afforded due process.

1. Written Notice

In situations where the proposed disciplinary action involves a suspension, demotion, and/or termination, written notice of the proposed disciplinary action will be delivered to the employee. The notice will include the following information:

a. The nature of the proposed disciplinary action;

b. The effective date of the proposed disciplinary action;

c. A statement of the reason(s) supporting the action and an explanation of the evidence or documents, if any, supporting the reason(s);

d. A statement advising the employee of his/her right to file a written response, or to request in writing a pre-disciplinary conference before
2. Employee Review

The employee will, upon request and as soon as practicable, be given the opportunity to review the documents, if any (except for confidential and privileged documents), on which the proposed disciplinary action is based. If the employee requests, s/he will be provided a copy of the documents.

3. Pre-disciplinary Conference

When the employee has requested a pre-disciplinary conference, Lyon County Manager or his/her designee will schedule a meeting with the employee and his/her representative (if requested) in a timely manner to review the basis of the proposed disciplinary action and to provide the employee with an opportunity to present relevant information which may cause the proposed disciplinary action to be modified or rescinded.

4. Implementation of Discipline

Within five (5) days of receipt of the employee’s written response or conclusion of the pre-disciplinary conference, the Lyon County Manager or his/her designee will consider and deliver a written decision to the employee. The written decision will inform the employee that:

- The proposed disciplinary action will be implemented; or
- The proposed disciplinary action is modified, with an explanation; or
- The proposed disciplinary action is rescinded, with an explanation.

5. Appeal

The affected employee may appeal a disciplinary decision, as provided for in a collective bargaining agreement or as provided under NRS 245.065. Non-elected department heads may appeal a disciplinary decision to the Board of County Commissioners. This paragraph does not apply to probationary employees or to employees of the Justice or District Courts.

If the affected employee is an employee of a Justice or District Court, the final decision shall rest with the Justice or Judge presiding over the Court, rather than the Board of County Commissioners. Accordingly, an appeal of the imposition of disciplinary action shall be submitted to the presiding Judge in writing no later than five (5) days following the effective date of the discipline. Appeals involving the termination or demotion of a probation department employee shall proceed before the District Court Judge in accordance with NRS 62G.060.
14.1.4. Administrative Leave During Disciplinary Proceeding

Lyon County may place an employee on administrative leave, with or without pay, pending an investigation prior to or during a disciplinary proceeding, or during the review of the employee’s response to a proposed disciplinary action. The employee will be notified, in writing, of the decision to place him/her on administrative leave. The notice will include a statement that the leave is not a disciplinary action. The employee placed on administrative leave without pay who is later reinstated with no disciplinary action will be reimbursed for any pay lost during the leave.

15. DISPUTE RESOLUTION

15.1 Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between Lyon County and an employee concerning the application or interpretation of Lyon County’s Personnel Policies. The term dispute, as used in this document, shall not include any of the following:

1. Disciplinary action.
2. Complaints for which Lyon County provides an alternate dispute resolution procedure.
3. Any impasse or dispute in collective bargaining negotiations.
4. For employees in a recognized bargaining unit, any matter within the scope of representation.
5. Any matter which may be or has been grieved under an applicable collective bargaining agreement.
6. Termination of a probationary employee.
7. Termination of an at-will employee.
15.2 No Retaliation
There shall be no restraint, interference, coercion, discrimination, reprisal, or retaliation against any employee for using the dispute resolution procedure.

15.3 Time Limits
1. The time limits set forth herein are essential to the dispute resolution procedure and shall be strictly observed. The time limits may be extended by agreement, in writing, signed by the employee and the Human Resources Director.

2. If at any stage of the dispute resolution procedure the employee is dissatisfied with the decision rendered, it shall be the employee’s responsibility to submit the dispute to the next designated level within the time limits set forth below. The employee's failure to submit the dispute to the next designated level within the prescribed time limits shall terminate the dispute resolution process, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not be subject to further appeal or reconsideration.

3. The employee has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified. Any such failure by a management representative shall not constitute an admission of the dispute.

15.4 Dispute Resolution Procedure

15.4.1 Step 1. Discussion with Immediate Supervisor
1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within ten (10) days of the action causing the dispute or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than six (6) months from the date of the action causing the dispute, regardless of the date the action became known to the employee. If the immediate supervisor is not the department head, the immediate supervisor will notify the department head of the dispute.

2. The immediate supervisor shall verbally respond to the employee within ten (10) days of the informal discussion between the employee and supervisor. The immediate supervisor must document the verbal response.

15.4.2 Step 2. Formal Written Notice of Dispute
1. In the event the employee believes the dispute has not been satisfactorily resolved at Step 1, the employee may submit the dispute to the department head in writing within ten (10) days after receipt of the immediate supervisor’s verbal response. The employee shall also file one copy with the Human Resources Director. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
• Fully describe the dispute and how the employee(s) was/were adversely affected.
• Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
• Indicate the date(s) of the incident(s).
• Specify the remedy or solution to the dispute sought by the employee(s).
• Identify the employee and be signed by the employee.
• Identify the person, if any, chosen by the employee to be his/her representative.

2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the designated official and the employee. However, corrections in citations can be made at any time by the employee or the employee’s representative.

3. The department head shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten (10) days of the meeting outlining the reasons behind the decision.

4. Any dispute settled at this step shall be subject to the review and confirmation of the Human Resources Director before the settlement is effective. Such review will occur within fourteen (14) days or the dispute will automatically be moved to Step 3.

15.4.3 Step 3 Lyon County Manager Review

1. If a dispute is not settled at Step 2 of this procedure, the dispute may be appealed in writing to the County Manager within ten (10) days from receipt of the designated official’s written response. Said dispute appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.

2. Within a reasonable time [normally ten (10) days from receipt of the dispute], County Manager shall deliver a written decision to the employee and his/her representative, if any. Said decision shall be final.
16. DEFINITION OF TERMS

Administrative Leave: Authorized leave for administrative purposes, such as for conducting an investigation. Administrative leave may be with or without pay.

At will: Employment status wherein either party may terminate the employment relationship at any time, with or without cause. At-will employees have neither a property right in nor an expectation of continued employment with Lyon County.

Classification: A group of duties and responsibilities assigned under a particular job title. Each classification has a job description setting forth, among other things, the essential functions of the position and the knowledge, skills, abilities, and other qualifications needed to perform those essential functions.

Classification Series: A group of related classifications that perform similar work but with different levels of proficiency, skill, expertise, autonomy, or output.

Compensatory Time Off: Time off granted to an employee in lieu of monetary payment for overtime worked in accordance with the Fair Labor Standards Act.
Day: Calendar day, unless immediately preceded by the word “working.” (See definition of “Working Day” below.).

Demotion: Involuntary movement of an employee from one classification to another classification having a lower pay range, as a result of disciplinary action.

Department Head: An elected or appointed official who is responsible for overall administration of an office or department of Lyon County.

Disability: A physical or mental impairment that substantially limits one or more major life activities, including but not limited to caring for oneself, seeing, speaking, hearing, eating, sleeping, walking, standing, lifting, communication, and working.

Discipline: A suspension (generally without pay), involuntary demotion, reduction in pay, termination, or written reprimand or verbal warning.

Domestic Partner: Persons who are registered as domestic partners with the state of Nevada per Senate Bill 283 of the 2009 Nevada Legislature.

Employee: A person who performs work for Lyon County in exchange for compensation. In this personnel policy manual, references to the following types of employees have the following meanings:

   Regular Employee: An employee in any position of employment other than a casual position.

   Casual Employee: An employee in any temporary, seasonal, or on-call position. Casual employees are employed at will.

   Full-Time Employee: A regular employee with a normally-scheduled workweek of at least forty (40) hours.

   Part-Time Employee: A regular employee with a normally-scheduled workweek of less than forty (40) hours.

   Probationary Employee: A regular employee (full or part time) who is serving in his/her probationary period and any extension thereof. Probationary employees are employed at will.

   Exempt Employee: An employee who is exempt from the overtime provisions of the FLSA.

   Non-Exempt Employee: An employee who is subject to the overtime provisions of the FLSA.

Essential Function: A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise.

Pay Grade: The grade established by the Board of County Commissioners that establishes the base pay range for a given classification.

Pay Range: The base pay range for a classification.

Illegal Drugs: Any controlled substance or drug which, under state or federal law, is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute. Illegal drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed.
Legal Drugs: Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

Marijuana Product: Any product that produces a tetrahydrocannabinol (THC) metabolite following consumption.

Position: A position of employment established in Lyon County’s budget or by other formal action of the Board of County Commissioners. Each position will be assigned a classification.

Promotion: The movement of an employee from one classification to different classification with a higher pay grade.

Reallocation: The assignment of a classification to a new pay grade.

Reinstatement: The restoration of a laid-off employee or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

Reinstatement List: A list of names of persons who have been laid off and are available for reinstatement.

Safety Sensitive: Refers to an employee who, in the normal course of business:

- Operates or maintains heavy equipment or vehicles used to transport passengers;
- Possesses or operates firearms or other weapons;
- Prepares food for customers or clients of Lyon County; or
- Performs duties that, if performed with inattentiveness, errors in judgment, lack of focus, or diminished coordination, reflexes, or dexterity, may present a real threat to the safety of the employee, co-workers, or any other person.

A list of safety-sensitive classifications in Lyon County is attached as Appendix B.

Shall and Will: These terms are used interchangeably in these policies to indicate a mandatory obligation.

Supervisor: Any employee or elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of other employees.

Transfer: Movement to a different position within the same classification, or movement to a position in a different classification at or below the pay grade of the former classification.

Volunteer: An individual who performs work for Lyon County for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. Volunteers are subject to Sections 1, 3, 4, 5, and 11 of this personnel policy manual.

Working Day: A day on which Lyon County’s administrative offices are open for business. Weekends, holidays, and emergency office closures are excluded.

Y-Rated: Kept at current rate of pay even if that rate of pay is higher than the top of the pay range for the employee’s classification. A Y-rated employee shall not be eligible for any pay increase unless and until the top of the range for the employee’s classification is subsequently adjusted such that it is equal to or exceeds the employee’s rate of pay.
APPENDIX A – CONSANGUINITY / AFFINITY CHART

CONSENSUITY

4th Degree
Great-great Grandparent
Great Aunt/Uncle
First Cousin
Grand Nephew/Niece

3rd Degree
Great Grandparent
Aunt/Uncle
Niece/Nephew
Great Grandchild

2nd Degree
Grandparent
Brother/Sister
Grandchild

1st Degree
Parent
Child

YOU

AFFINITY

1st Degree
Spouse/Domestic Partner*

2nd Degree
Parent-in-Law
Daughter/Son-in-Law

3rd Degree
Grandparent-in-Law
Brother/Sister-in-Law
Grandchild-in-Law

4th Degree
Great Grandparent-in-Law
Aunt/Uncle-in-Law
First Cousin-in-Law
Niece/Nephew-in-Law

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood
* Registered Domestic Partnership with the Nevada Secretary of State

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## APPENDIX B – SAFETY-SENSITIVE CLASSIFICATIONS

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<th>DEPARTMENTS/CLASSIFICATIONS</th>
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<td>ANIMAL SERVICES</td>
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<td>Animal Control Officer</td>
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<td>Animal Services Supervisor</td>
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<td>Animal Services Assistant</td>
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<td>Bailiff</td>
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<td>FACILITIES</td>
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<td>Building &amp; Grounds</td>
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<td>Supervisor</td>
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<td>Maintenance Technician*</td>
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<td>Senior Buildings &amp; Grounds</td>
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<td>Instrument &amp; Controls Chief Operator*</td>
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<td>Water Systems Technician II*</td>
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<td>Water Systems Technician III*</td>
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* Denotes classification also subject to DOT Drug & Alcohol Testing Policy.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
21.a

Subject:
For Possible Action: Propose ordinance establishing the procedure for selection of an appraiser in Lyon County for use when the county desires to purchase or sell county property.

Summary:
Nevada Revised Statutes (NRS) 244.2795(2) states that the county shall adopt an ordinance outlining the appraisal selection process for choosing an appraiser when the county is going to purchase or sell county property. This ordinance sets forth the process for Lyon County, which includes creating a list of interested, licensed and qualified appraisers. The county will select from the list on a rotating basis. Licensed and qualified appraisers in Nevada can request to be added to the list, requesting interest from appraisers in Lyon County and counties adjacent to Lyon County.

The District Attorney's Office drafted the ordinance and received input from the Comptroller and reviewed ordinances from other counties. The proposed ordinance incorporates comments and suggestions to make an efficient and effective appraiser selection process for Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Propose Ordinance

ATTACHMENTS
- Proposed Appraiser Ordinance
- NRS244.2795
Summary: An ordinance adopting Lyon County Code Title 9, Chapter 8, establishing the procedure for selecting an appraiser in Lyon County.

Title: An ordinance adopting Lyon County Code Title 9, Chapter 8, Appraiser Selection, Subchapters 01 through 08, by providing for the process of selecting appraisers in Lyon County as required by NRS 244.2795, providing for the severability, constitutionality and effective date thereof; and other matters properly relating thereto.

The Board of County Commissioners of Lyon County, Nevada does hereby ordain:

Lyon County Code Title 9, Chapter 8, is hereby added to read as follows:

Chapter 8

APPRASER SELECTION

SECTION:

9.08.01: Purpose, Interpretation and application

9.08.02: Appraisals Required

9.08.03: Exceptions

9.08.04: List of Qualified Appraisers

9.08.05: Qualifications of Appraisers

9.08.06: Selection and Appointment of Appraisers

9.08.07: Severability Provision

9.08.08: Sunset Provision

9.08.01 Purpose, Interpretation and Application

As required by state law Nevada Revised Statutes 244.2795, the board of county commissioners establishes these procedures for creating or amending a list of appraisers qualified to conduct appraisals of real property owned by the county and offered for sale or lease by the board. This list may also be used to select an appraiser required for the County to purchase property, as set forth in NRS 244.275(2).

This chapter does not create a legal right, including but not limited to a property or other constitutional right, to be placed upon the established appraiser lists or to be awarded a contract for professional services.
9.08.02 - Appraisals Required

Before the county may sell or lease county-owned property, the county manager or a department head authorized by the board to negotiate to sell or lease the property must obtain two appraisals prepared by appraisers selected from a list established by section 9.08.04. The selection and appointment of appraisers shall be according to the procedure established pursuant to section 9.08.06. The qualifications of the appraisers shall be determined pursuant to 9.08.05.

If the board of county commissioners holds a public hearing on the matter of the fair market value of the real property, one independent appraisal of the real property is sufficient before selling or leasing it.

Before the county may purchase real property, the value of the same shall be appraised and fixed by one or more competent real estate appraisers selected by the board from the list of appraisers established pursuant to 9.08.04. The selection and appointment of appraisers shall be according to the procedure established pursuant to section 9.08.06. The qualifications of the appraisers shall be determined pursuant to 9.08.05.

Purchases of real property from other federal, state or local governments are exempt from such requirement of appraisement.

The appraisal or appraisals, as applicable, must have been prepared not more than 6 months before the date on which the real property is purchased or offered for sale or lease.

If two or more independent appraisals are obtained, the value is determined by the average of the appraisals of the real property.

9.08.03 - Exceptions

This ordinance applies except as otherwise provided in NRS 244.189, 244.276, 244.279, 244.2815, 244.2825, 244.2833, 244.2835, 244.284, 244.287, 244.290, 278.479 to 278.4965, inclusive, and subsection 3 of NRS 496.080, except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to NRS 277.050 or 277.053 or an interlocal agreement in existence on or before October 1, 2004, except if the board of county commissioners is entering into a joint development agreement for real property owned by the county to which the board of county commissioners is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in NRS 704.020, to be used for a public purpose, except for the sale or lease of real property to the State or another governmental entity and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election or special election.

9.08.04 - List of Qualified Appraisers

A list of appraisers will be established by the board as follows:

A. The county manager will send notice to the current certified general appraisers with offices in Lyon County, NV and immediately surrounding counties, requesting a response with their
qualifications if they are interested in providing appraisals for the purchase by Lyon County, or sale or lease of real property owned by Lyon County.

B. The county manager will review and compile a list of qualified appraisers and organize it in random order.

C. After an appraiser has completed an appraisal, the appraiser will be added to the bottom of the list.

D. The list may be amended by the county manager to remove names on written request from the appraiser, on information received from the state of Nevada that the appraiser is no longer active, or on the board’s determination that there is a basis for removal.

Any appraiser, having Nevada General Appraiser Certification issued by the Real Estate Division, may request to be included in a list of qualifies appraisers. Determination of the qualifications of such appraisers will be conducted pursuant to section 9.08.05.

9.08.05 - Qualifications of Appraisers

The board of county commissioners hereby establishes the following criteria to be used in determining the qualifications of appraisers. These criteria shall include, but are not limited to, the following:

A. Possession of Nevada General Appraiser Certification issued by the Real Estate Division;
B. Years of experience in appraising real property in Nevada;
C. Description of previous projects similar in size and scope to the particular assignment;
D. Professional expertise, based on a resume of qualifications, certifications and professional expertise of the person performing the work;
E. Appraiser's current workload to determine ability to perform the work required for the particular project;
F. Competitiveness of fees;
G. Ability to obtain professional liability insurance as required by the county;
H. Willingness to indemnify the county for errors, omissions and negligence;
   Lack of any conflict of interest as specified in Section 9.08.06; and
I. Any other criteria deemed appropriate under the circumstances of the particular assignment.

9.08.06 - Selection and Appointment of Appraisers

The two appraisers at the top of the list will be chosen by the county manager to appraise the property the county is intending to sell or lease. The one appraiser at the top of the list will be chosen by the county manager to appraise the property the county is intending to purchase. The appraisers chosen must submit a proposal with a time frame of less than three months, a fee quote, their qualification for the particular assignment and a statement that they do not have a conflict in appraising the property.

A conflict is created when the appraiser or a person related to the appraiser within the third degree of consanguinity or affinity has an interest in the property or property adjoining the property to be
appraised. If an appraiser cannot meet these requirements the appraiser is considered not qualified for the appraisal and the county manager may pick the next appraiser on the list. An appraiser that is found not qualified for a job retains the same position on the list for the next job.

9.08.07 – Severability Provision

If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

9.08.08 – Sunset Provision

This ordinance is effective until the date of repeal of the state law requiring the board of county commissioners to obtain appraisals when purchasing or offering any real property for lease or sale and to adopt an ordinance creating a list of appraisers.

THIS RESOLUTION has been PASSED, ADOPTED and APPROVED this ____ day of_______________, 2021 by the following vote of the Board of Commissioners, Lyon County:

AYES: ______________________________________________________

NAYS: ______________________________________________________

ABSENT: ______________________________________________________

__________________________

By: Chair

Attest:

_________________________

Clerk of the Board
NRS 244.2795  Sale or lease of certain real property: Appraisal required; qualifications and selection of appraisers; disclosure statements; interest of appraiser or certain related persons in property or adjoining property prohibited; effect of sale or lease in violation of section.

1. Except as otherwise provided in NRS 244.189, 244.276, 244.279, 244.2815, 244.2825, 244.283, 244.2833, 244.2835, 244.284, 244.287, 244.290, 278.479 to 278.4965, inclusive, and subsection 3 of NRS 496.080, except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to NRS 277.050 or 277.053 or an interlocal agreement in existence on or before October 1, 2004, except if the board of county commissioners is entering into a joint development agreement for real property owned by the county to which the board of county commissioners is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in NRS 704.020, to be used for a public purpose, except for the sale or lease of real property to the State or another governmental entity and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election or special election, the board of county commissioners shall, when offering any real property for sale or lease:

(a) Except as otherwise provided in this paragraph and paragraph (h) of subsection 1 of NRS 244.281, obtain two independent appraisals of the real property before selling or leasing it. If the board of county commissioners holds a public hearing on the matter of the fair market value of the real property, one independent appraisal of the real property is sufficient before selling or leasing it. The appraisal or appraisals, as applicable, must have been prepared not more than 6 months before the date on which the real property is offered for sale or lease.

(b) Select the one independent appraiser or two independent appraisers, as applicable, from the list of appraisers established pursuant to subsection 2.

(c) Verify the qualifications of each appraiser selected pursuant to paragraph (b). The determination of the board of county commissioners as to the qualifications of the appraiser is conclusive.

2. The board of county commissioners shall adopt by ordinance the procedures for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the board. The list must:

(a) Contain the names of all persons qualified to act as a general appraiser in the same county as the real property that may be appraised; and

(b) Be organized at random and rotated from time to time.

3. An appraiser chosen pursuant to subsection 1 must provide a disclosure statement which includes, without limitation, all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property.

4. An appraiser shall not perform an appraisal on any real property for sale or lease by the board of county commissioners if:

(a) The appraiser has an interest in the real property or an adjoining property;

(b) The real property is located in a county whose population is 45,000 or more and any person who is related to the appraiser has an interest in the real property or an adjoining property and the relationship between the appraiser and the person is within the third degree of consanguinity or affinity; or

(c) The real property is located in a county whose population is less than 45,000 and any person who is related to the appraiser has an interest in the real property or an adjoining property and the relationship between the appraiser and the person is within the second degree of consanguinity or affinity.

5. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

**Agenda Item Number:**
23.a

**Subject:**
For Possible Action: Award a contract to Farr Construction Corporation dba Resource Development Company for the Willowcreek Lift Station Liner Rehabilitation Project in an amount not to exceed $60,100 with funding from the Willowcreek GID Fund (David Bruketta).

**Summary:**
In May 2020, the protective interior coating of the Willowcreek lift station wet well failed, leaving portions of the coating separated from the concrete wall. In September of 2020, Lamos & Associates completed an analysis and recommended replacing the wet well coating. In October of 2020, the Board of County Commissioners authorized the replacement of the coating using Lamos & Associates to prepare the bidding and construction documents. The bid opening was on July 15, 2021, and Farr Construction Corporation dba Resource Development Corporation was the only bidder with a bid amount of $52,100. The engineer's opinion of the probable construction cost was $53,000. The bid schedule includes adding an $8,000 force account which brings the contract amount to $60,100. Staff recommends awarding the Willowcreek Lift Station Liner Rehabilitation Project contract to Farr Construction Corporation dba Resource Development Company for an amount not to exceed $60,100.

**Financial Department Comments:**
This will be paid out of the Willowcreek General Improvement District Fund.

**Approved As To Legal Form:**

**County Manager Comments:**

**Recommendation:**
Move to award the contract as presented.

**ATTACHMENTS**
- Notice of Award to RDC
- Recommendation of award to RDC
- Contractor Agreement to RDC with exhibits
Section 00 51 00 – Notice of Award

Date of Issuance: 08/05/2021
Owner: Willow Creek GID c/o Lyon County Utilities  Owner’s Project No.: N/A
Engineer: Lumos and Associates, Inc.  Engineer’s Project No.: 10133.001
Project: Willow Creek Lift Station Liner Rehabilitation
Contract Name: Lyon County Utilities and Farr West Resource Development Company
Bidder: Farr Construction dba Resource Development Company
Bidder’s Address: 1050 Linda Way, Sparks NV 89431

You are notified that Owner has accepted your Bid dated 07/15/2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Willow Creek Lift Station Liner Rehabilitation

The Contract Price of the awarded Contract is $60,100. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:
By (signature):

Name (printed): Vida Keller
Title: Chair – Board of County Commissioners
Copy: Engineer
July 21, 2021

Kishora Panda, PE
Lyon County Utilities
34 Lakes Blvd
Dayton, NV 89403

Subject: Willow Creek Lift Station Rehabilitation
Recommendation of Construction Contract Award

Dear Mr. Panda:

On July 15, 2021, the bid opening for the Willow Creek Lift Station Rehabilitation project was held at the Lumos & Associates Carson City office. Farr Construction Corporation dba Resource Development Company was the apparent low and only bidder with a total bid of $60,100 ($52,100 for construction with an additional $8,000 in a force account). The engineer’s opinion of probable construction cost was $53,000.

Lumos & Associates has evaluated Farr Construction’s bid and has determined that it is a responsive bid. Lumos has also completed a background review by checking Farr Construction’s standing with the Nevada Secretary of State, Nevada State Contractors Board, and the Nevada Labor Commissioner. Farr Construction is adequately licensed and in good standing.

Based on our evaluation of Farr Construction’s bid and Farr Construction’s positive reputation, Lumos & Associates recommends awarding a construction contract to Farr Construction Corporation dba Resource Development Company for $60,100 to complete the Willow Creek Lift Station Rehabilitation project.

If you have any questions, please do not hesitate to contact me at 775.883.7077 or ncharles@lumosinc.com.

Sincerely,

Nicholas Charles, PE
Project Manager

CC: File (Electronic)
SECTION 00 52 13 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Willow Creek General Improvement District care of the Lyon County a Political subdivision of the State of Nevada (“Owner”) and Farr Construction Corporation dba Resource Development Company (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

_The work generally involves the removal of an existing liner system, surface preparation and installation of a new liner system at the Willow Creek lift station._

ARTICLE 2—THE PROJECT

A. The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

_The work generally involves the removal of an existing liner system, surface preparation and installation of a new liner system at the Willow Creek lift station._

ARTICLE 3—ENGINEER

3.01 The Owner has retained Lumos & Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 _Time is of the Essence_

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 _Contract Times: Days_

A. The Work will be substantially complete within 45 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.05 _Liquidated Damages_

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.
Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 **Special Damages**

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $60,100.

D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**
6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price, based solely on the basis of Contractor’s Applications for Payment, in accordance the General Conditions as modified by the Supplementary Conditions.

1. Progress payments will be made for ninety-five percent (95%) of the amount of each invoice, until fifty percent (50%) of the Work required by this Agreement. All such payments will be measured by the schedule of values established in paragraph 2.05.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). After fifty percent (50%) of the Work required by this Agreement have been performed, the Owner may pay to the Contractor any of the remaining progress payments without withholding additional retainage if, in the Engineer’s sole discretion, satisfactory progress is being made on the Services in accordance with NRS 338.515. If the Engineer determines that such satisfactory progress is being made, the Owner may pay any amount of retainage withheld from progress payments made during the Contractor’s completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor’s subcontractors and suppliers, and the amount of retainage the Owner pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, the Owner may pay ninety-seven and one-half percent (97.50%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to the Owner or to the Contractor.

2. Except as otherwise provided in NRS 338.525, the Owner will pay the Contractor the actual cost of the supplies, materials and equipment, that are identified in Contract; have been delivered and stored at the location; and in the time and manner specified in the Contract by the Contractor or subcontractor or supplier for use in the Work; and are in short supply or were specially made project.
6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate equal to the rate quoted by at least three banks, credit unions, or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Willow Creek Lift Station Liner Rehabilitation.

7. Addenda (numbers 1 to 1, inclusive).

B. Exhibits to this Agreement (enumerated as follows):

   a. Bid Form
   b. Bid Schedule
   c. List of Proposed Subcontractor’s
   d. Qualification Statement
   e. Bid Bond
   f. Contractor’s List of Subcontractors

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.
b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,
within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **08/05/2021** (which is the Effective Date of the Contract).

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lyon County Utilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>(typed or printed name of organization)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>By:</strong></td>
<td><strong>(individual’s signature)</strong></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td><strong>(date signed)</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Vida Keller</td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td><strong>Chair – Board of County Commissioners</strong></td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td><strong>Attest:</strong></td>
<td><strong>(individual’s signature)</strong></td>
</tr>
<tr>
<td>**Title: **</td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td><strong>Address for giving notices:</strong></td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td>Lyon County Utilities</td>
<td><strong>Farr Construction Corporation dba Resource Development Company</strong></td>
</tr>
<tr>
<td>34 Lakes Blvd</td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td>Dayton, Nevada 89403</td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td>Designated Representative:</td>
<td><strong>Address for giving notices:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td>Farr Construction Corporation dba Resource Development Company</td>
</tr>
<tr>
<td><strong>(typed or printed)</strong></td>
<td>1050 Linda Way</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Sparks, Nevada 89431</td>
</tr>
<tr>
<td><strong>(typed or printed)</strong></td>
<td>Designated Representative:</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>(typed or printed)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| | | | *(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

---

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Section 00 41 43 – Bid Form for Construction Contract

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: Willow Creek General Improvement District care of Lyon County Utilities

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:
   A. 00 41 43 – Bid Form
   B. 00 42 43 – Bid Schedule
   C. 00 43 13 – Bid Bond
   D. 00 45 13.01 – Bidder’s Qualification Statement
   E. 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)
   F. Evidence of authority to do business in the state of the Project

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 Bid Acceptance Period
   A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 Instructions to Bidders
   A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 Receipt of Addenda
   A. Bidder hereby acknowledges receipt of the following Addenda:

---

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ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

5.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
BIDDER hereby submits this Bid as set forth above:

Bidder:

Farr Construction Corporation dba Resource Development Company
(typed or printed name of organization)

By: ________________________________  
(individual's signature)

Name: Jeff Farr
(typed or printed)

Title: President
(typed or printed)

Date: July 15, 2021
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: ________________________________  
(individual's signature)

Name: Barbara J Lineberry
(typed or printed)

Title: Notary Public
(typed or printed)

Date: July 15, 2021
(typed or printed)

Address for giving notices:

1050 Linda Way  
Sparks, NV 89431

Bidder's Contact:

Name: Jeff Farr
(typed or printed)

Title: President
(typed or printed)

Phone: 775-356-8004

Email: jfarr@resourcedevelopmentco.com

Address:

1050 Linda Way  
Sparks, NV 89431

Bidder's Contractor License No.: (if applicable) 75026 A
Section 00 42 43 – Bid Schedule

**Bid Schedule 1 – Base Bid**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Conditions (mobilization, demobilization, insurance, bonds, etc.)</td>
<td>1</td>
<td>LS</td>
<td>2,400.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>2</td>
<td>Flow Meter Vault Modifications</td>
<td>1</td>
<td>LS</td>
<td>$14,900.00</td>
<td>$14,900.00</td>
</tr>
<tr>
<td>3</td>
<td>Temporary Bypass Pumping</td>
<td>1</td>
<td>LS</td>
<td>$7,900.00</td>
<td>$7,900.00</td>
</tr>
<tr>
<td>4</td>
<td>Wet Well Liner Rehabilitation</td>
<td>1</td>
<td>LS</td>
<td>$26,900.00</td>
<td>$26,900.00</td>
</tr>
<tr>
<td>5</td>
<td>Force Account</td>
<td>1</td>
<td>LS</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

**Bid Schedule 1 Total:** $60,100.00

Check One:

- [ ] We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.
- [ ] We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

**Contractor:**

Farr Construction Corporation dba Resource Development Company

**Authorized Signature:**

---

**Date:**

July 15, 2021

---
Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

The name, address, license number (where applicable), and portion of the work of each subcontractor who will be paid at least five percent (5%) of the general contractors total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor’s list if they will be providing any of the work on the project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>License Number</th>
<th>Portion of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| | | | |
| | | | |
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| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

List of Proposed Subcontractors
Section 00 45 13.01 – Bidder’s Qualification Statement

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

<table>
<thead>
<tr>
<th>Legal Name of Business:</th>
<th>Farr Construction Corporation dba Resource Development Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Office</td>
<td>1050 Linda Way Sparks, NV 89431</td>
</tr>
<tr>
<td>Name:</td>
<td>Jeff Farr</td>
</tr>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
<tr>
<td>Phone number:</td>
<td>775-356-8004</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:jfarr@resourcedevelopmentco.com">jfarr@resourcedevelopmentco.com</a></td>
</tr>
</tbody>
</table>
| Business address of corporate office: | 1050 Linda Way            
                             | Sparks, NV 89431                                            |

Local Office  Sparks, Nevada

| Name:                  | Jeff Farr                                                   |
| Title:                 | President                                                   |
| Phone number:          | 775-356-8004                                                |
| Email address:         | jfarr@resourcedevelopmentco.com                            |
| Business address of local office: | 1050 Linda Way            
                             | Sparks, NV 89431                                            |

1.02 Provide information on the Business’s organizational structure:

Form of Business:  ☑ Corporation
☐ Sole Proprietorship ☐ Partnership

☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:
1.
2.
3.

Provide a separate Qualification Statement for each Joint Venturer.

Date Business was formed:  8/4/2005  State in which Business was formed:  NV

Is this Business authorized to operate in the Project location?  ☑ Yes ☐ No ☐ Pending

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:  N/A

<table>
<thead>
<tr>
<th>Name of business:</th>
<th>Affiliation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of business:</th>
<th>Affiliation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of business:</th>
<th>Affiliation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>
1.04 Provide information regarding the Business's officers, partners, and limits of authority.

<table>
<thead>
<tr>
<th>Name</th>
<th>Jeff Farr</th>
<th>Title:</th>
<th>President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized to sign contracts:</td>
<td>☑ Yes ☐ No</td>
<td>Limit of Authority:</td>
<td>$ 100%</td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized to sign contracts:</td>
<td>☐ Yes ☐ No</td>
<td>Limit of Authority:</td>
<td>$</td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized to sign contracts:</td>
<td>☐ Yes ☐ No</td>
<td>Limit of Authority:</td>
<td>$</td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

<table>
<thead>
<tr>
<th>Name of License:</th>
<th>Resource Development Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensing Agency:</td>
<td>State of Nevada</td>
</tr>
<tr>
<td>License No:</td>
<td>75026</td>
</tr>
<tr>
<td>Expiration Date:</td>
<td>6/30/2022</td>
</tr>
</tbody>
</table>

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

<table>
<thead>
<tr>
<th>Certification</th>
<th>Certifying Agency</th>
<th>Certification Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Disadvantaged Business Enterprise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Minority Business Enterprise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Woman-Owned Business Enterprise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Small Business Enterprise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Disabled Business Enterprise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Veteran-Owned Business Enterprise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Service-Disabled Veteran-Owned Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ HUBZone Business (Historically Underutilized) Business</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

<table>
<thead>
<tr>
<th>Name of Business’s Safety Officer:</th>
<th>Russell Rocha</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Certifications</td>
<td></td>
</tr>
<tr>
<td>Certification Name</td>
<td></td>
</tr>
<tr>
<td>Issuing Agency</td>
<td></td>
</tr>
<tr>
<td>Expiration</td>
<td></td>
</tr>
<tr>
<td>See attached Resume</td>
<td></td>
</tr>
</tbody>
</table>

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

<table>
<thead>
<tr>
<th>Year</th>
<th>Company</th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EMR</td>
<td>TRFR</td>
<td>MH</td>
</tr>
<tr>
<td></td>
<td>Farr Construction</td>
<td>.69</td>
<td>1.64</td>
<td>122,159</td>
</tr>
</tbody>
</table>

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

<table>
<thead>
<tr>
<th>Financial Institution:</th>
<th>Bank of the West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business address:</td>
<td>4950 Kietzke Lane</td>
</tr>
<tr>
<td></td>
<td>Reno, NV 89509</td>
</tr>
<tr>
<td>Date of Business’s most recent financial statement:</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Date of Business’s most recent audited financial statement:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Financial indicators from the most recent financial statement

Contractor’s Current Ratio (Current Assets ÷ Current Liabilities) | 3.67 |
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) | 3.15 |
ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

<table>
<thead>
<tr>
<th>Surety Name:</th>
<th>The Ohio Casualty Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surety is a corporation organized and existing under the laws of the state of:</td>
<td>New Hampshire</td>
</tr>
<tr>
<td>Is surety authorized to provide surety bonds in the Project location?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Mailing Address (principal place of business):</td>
<td>The Ohio Casualty Insurance Company</td>
</tr>
<tr>
<td></td>
<td>175 Berkeley St</td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02116</td>
</tr>
<tr>
<td>Physical Address (principal place of business):</td>
<td>The Ohio Casualty Insurance Company</td>
</tr>
<tr>
<td></td>
<td>175 Berkeley St</td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02116</td>
</tr>
<tr>
<td>Phone (main):</td>
<td>503-697-0178</td>
</tr>
<tr>
<td>Phone (claims):</td>
<td>503-697-0178</td>
</tr>
</tbody>
</table>

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

<table>
<thead>
<tr>
<th>Name of insurance provider, and type of policy (CLE, auto, etc.):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Provider</td>
<td>Type of Policy (Coverage Provided)</td>
</tr>
<tr>
<td>Navigators Specialty Insurance Co</td>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>AXIS Insurance Company</td>
<td>Commercial Automobile</td>
</tr>
<tr>
<td>Starr Indemnity &amp; Liability Co.</td>
<td>Excess Liability</td>
</tr>
<tr>
<td>Colony Insurance Company</td>
<td>Pollution Liability</td>
</tr>
<tr>
<td>Are providers licensed or authorized to issue policies in the Project location?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Does provider have an A.M. Best Rating of A-VII or better?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Mailing Address (principal place of business):</td>
<td>LP Insurance Services LLC</td>
</tr>
<tr>
<td></td>
<td>300 East 2nd Street, Suite 1300</td>
</tr>
<tr>
<td></td>
<td>Reno, NV 89501</td>
</tr>
<tr>
<td>Physical Address (principal place of business):</td>
<td>Same as above</td>
</tr>
<tr>
<td>Phone (main):</td>
<td>775-996-6000</td>
</tr>
<tr>
<td>Phone (claims):</td>
<td>775-996-6000</td>
</tr>
</tbody>
</table>
ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

<table>
<thead>
<tr>
<th>Average number of current full-time employees:</th>
<th>65</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimate of revenue for the current year:</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Estimate of revenue for the previous year:</td>
<td>$21,900,000</td>
</tr>
</tbody>
</table>

8.02 Provide information regarding the Business’s previous contracting experience.

<table>
<thead>
<tr>
<th>Years of experience with projects like the proposed project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>As a general contractor:</td>
</tr>
<tr>
<td>As a joint venturer:</td>
</tr>
<tr>
<td>Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Been barred from contracting by any local, state, or federal agency within the last 5 years?</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Been released from a bid in the past 5 years?</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Defaulted on a project or failed to complete any contract awarded to it?</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Refused to construct or refused to provide materials defined in the contract documents or in a change order?</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Been a party to any currently pending litigation or arbitration?</td>
</tr>
<tr>
<td>Yes □ No</td>
</tr>
<tr>
<td>Provide full details in a separate attachment if the response to any of these questions is Yes.</td>
</tr>
</tbody>
</table>

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Attachments providing additional information as required by Paragraph 8.02.

C. Schedule A (Current Projects) as required by Paragraph 8.03.

D. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
E. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

F. Additional items as pertinent.
This Statement of Qualifications is offered by:

**Business:** Farr Construction Corporation dba Resource Development Company
(typed or printed name of organization)

**By:**
(individual's signature)

**Name:** Jeff Farr
(typed or printed)

**Title:** President
(typed or printed)

**Date:** July 15, 2021
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

**Attest:**
(individual's signature)

**Name:** Barbara J Lineberry
(typed or printed)

**Title:** Notary Public
(typed or printed)

**Address for giving notices:**
1050 Linda Way
Sparks, NV 89431

**Designated Representative:**

**Name:** Jeff Farr
(typed or printed)

**Title:** President
(typed or printed)

**Address:**
1050 Linda Way
Sparks, NV 89431

**Phone:** 775-356-8004

**Email:** jfarr@resourcedevelopmentco.com
# Section 00 43 13 – Bid Bond (Penal Sum Form)

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Farr Construction Corporation dba Resource Development Company</td>
<td><strong>Name:</strong> The Ohio Casualty Insurance Company</td>
</tr>
<tr>
<td><strong>Address (principal place of business):</strong> 1050 Linda Way Sparks, NV 89431</td>
<td><strong>Address (principal place of business):</strong> 175 Berkeley St. Boston, MA 02116</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Willow Creek General Improvement District c/o Lyon County</td>
<td><strong>Project (name and location):</strong> Willow Creek Lift Station Rehabilitation</td>
</tr>
<tr>
<td><strong>Address (principal place of business):</strong> 308 N Curry St., Ste. 200 Carson, NV 89703</td>
<td><strong>Dayton, Nevada</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Penal Sum:</strong> Five Percent Of Total Amount Bid (5% Of Total Bid)</td>
</tr>
<tr>
<td><strong>Date of Bond:</strong> July 13, 2021</td>
</tr>
</tbody>
</table>

Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Jeff Farr</td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>(Printed or typed)</strong></td>
<td><strong>(Signature) (Attach Power of Attorney)</strong></td>
</tr>
<tr>
<td><strong>Title:</strong> President</td>
<td><strong>Name:</strong> Robert W. Lagler (NV Lic#: 10829)</td>
</tr>
<tr>
<td><strong>(Printed or typed)</strong></td>
<td><strong>Title:</strong> Attorney in Fact</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attest:</th>
<th>Attest:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signatures:</strong></td>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Barbara J. Lineberry</td>
<td><strong>Name:</strong> Annalyn Kikawa</td>
</tr>
<tr>
<td><strong>(Printed or typed)</strong></td>
<td><strong>(Printed or typed)</strong></td>
</tr>
<tr>
<td><strong>Title:</strong> Notary Public</td>
<td><strong>Title:</strong> Notary Public</td>
</tr>
</tbody>
</table>

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional agent or joint ventures, if necessary.
Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

Per NRS 338, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>License Number</th>
<th>Portion of Work and Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

List of Subcontractors
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 5, 2021

Agenda Item Number:
24.a

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

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

ATTACHMENTS
- Cash Report 7-15-21
- Claims Report 7-1-21 to 7-15-21
# CASH REPORT
July 15, 2021

<table>
<thead>
<tr>
<th>Governmental Funds</th>
<th>BALANCE</th>
<th>Trust and Agency</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>10,457,939.13</td>
<td>DNA Testing</td>
<td>1,634.70</td>
</tr>
<tr>
<td>Park Construction Tax</td>
<td>632,511.12</td>
<td>Mason Valley Swimming Pool District</td>
<td>2,170,697.46</td>
</tr>
<tr>
<td>Cooperative Extension</td>
<td>322,899.92</td>
<td>Silver Springs/Stagecoach Hospital</td>
<td>1,642,702.59</td>
</tr>
<tr>
<td>Unemployment</td>
<td>439,940.56</td>
<td>Fernley Swimming Pool District</td>
<td>1,853,958.50</td>
</tr>
<tr>
<td>Room Tax</td>
<td>88,044.82</td>
<td>City of Fernley</td>
<td>31,060.83</td>
</tr>
<tr>
<td>County Stabilization</td>
<td>1,650,000.00</td>
<td>Mason Valley Fire Protection District</td>
<td>.</td>
</tr>
<tr>
<td>Aid to Domestic Violence</td>
<td>355.00</td>
<td>General Fund</td>
<td>211,094.81</td>
</tr>
<tr>
<td>Vehicle Acquisition</td>
<td>125,943.34</td>
<td>Ambulance Fund</td>
<td>905,101.23</td>
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<tr>
<td>Fair and Rodeo</td>
<td>159,654.26</td>
<td>Acquisition Fund</td>
<td>537,851.89</td>
</tr>
<tr>
<td>Justice Court Special Assessment</td>
<td>1,023,488.80</td>
<td>Emergency Fund</td>
<td>15,708.45</td>
</tr>
<tr>
<td>District Court Restricted Fees</td>
<td>704,795.66</td>
<td>North Lyon County Fire Protection District</td>
<td>802.37</td>
</tr>
<tr>
<td>Juvenile Probation Special Assessment</td>
<td>70,920.21</td>
<td>Smith Valley Fire Protection District</td>
<td></td>
</tr>
<tr>
<td>Library Gift</td>
<td>8,656.94</td>
<td>General Fund</td>
<td>493,370.90</td>
</tr>
<tr>
<td>Western Nevada Regional Youth Center</td>
<td>954,204.81</td>
<td>Emergency Fund</td>
<td>318,443.02</td>
</tr>
<tr>
<td>Mining Claim Map</td>
<td>12,649.07</td>
<td>Acquisition Fund</td>
<td>1,110,744.96</td>
</tr>
<tr>
<td>911 Surcharge</td>
<td>602,857.79</td>
<td>Stagecoach General Improvement District</td>
<td>629.52</td>
</tr>
<tr>
<td>Animal Control Donations</td>
<td>15,814.66</td>
<td>South Lyon Hospital District</td>
<td>774,707.04</td>
</tr>
<tr>
<td>Road</td>
<td>484,647.99</td>
<td>State of Nevada</td>
<td>267,926.33</td>
</tr>
<tr>
<td>R T C</td>
<td>13,469,503.28</td>
<td>City of Yerington</td>
<td>10,205.26</td>
</tr>
<tr>
<td>Road Improvement</td>
<td>1,611,559.70</td>
<td>Fish and Game</td>
<td>741.75</td>
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<tr>
<td>General Indigent</td>
<td>122,323.42</td>
<td>Walker River Irrigation District</td>
<td>4,551.23</td>
</tr>
<tr>
<td>Medical Indigent</td>
<td>1,884,576.60</td>
<td>Range Improvement</td>
<td>2,565.16</td>
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<tr>
<td>Senior Services</td>
<td>452,898.01</td>
<td>Lyon County Bond</td>
<td>449,674.20</td>
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<tr>
<td>Senior Services Donations</td>
<td>92,452.31</td>
<td>Coroner Estate Proceeds</td>
<td>2,354.96</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>14,821,318.89</td>
<td>County Trust Property</td>
<td>291,334.68</td>
</tr>
<tr>
<td><strong>Subtotal Governmental Funds</strong></td>
<td><strong>50,209,956.29</strong></td>
<td>Social Security Payee Program</td>
<td>201,456.04</td>
</tr>
<tr>
<td>Enterprise Funds</td>
<td></td>
<td>Central Lyon County Fire Protection District</td>
<td></td>
</tr>
<tr>
<td>Dayton Water Utility</td>
<td>12,292,390.83</td>
<td>General Fund</td>
<td>2,892.19</td>
</tr>
<tr>
<td>Dayton Sewer Utility</td>
<td>9,551,734.31</td>
<td>Ambulance Fund</td>
<td>381.72</td>
</tr>
<tr>
<td><strong>Subtotal Enterprise Funds</strong></td>
<td><strong>21,844,125.14</strong></td>
<td>Carson Water Sub-Conservancy District</td>
<td>161.44</td>
</tr>
<tr>
<td>Component Unit Funds</td>
<td></td>
<td>Dayton Valley Ground Water</td>
<td>19.37</td>
</tr>
<tr>
<td>Mason Valley Mosquito Control District</td>
<td>597,767.74</td>
<td>Smith Valley Artesia</td>
<td>23.00</td>
</tr>
<tr>
<td>Central Lyon County Vector Control District</td>
<td>275,068.62</td>
<td>Mason Valley Artesia</td>
<td>1.80</td>
</tr>
<tr>
<td>Walker River Weed Control District</td>
<td>164,504.75</td>
<td>Churchill Valley Ground Water</td>
<td>18.29</td>
</tr>
<tr>
<td>Silver Springs General Improvement District</td>
<td>3,394,457.48</td>
<td>Truckee Carson Irrigation District</td>
<td>6,433.77</td>
</tr>
<tr>
<td>Willowcreek General Improvement District</td>
<td>564,210.37</td>
<td>Fernley Ground Water</td>
<td>5.31</td>
</tr>
<tr>
<td><strong>Subtotal Component Unit Funds</strong></td>
<td><strong>4,996,008.96</strong></td>
<td>Lyon County School District</td>
<td></td>
</tr>
<tr>
<td><strong>Total Lyon County</strong></td>
<td><strong>77,050,090.39</strong></td>
<td>General Fund</td>
<td>189,694.09</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Debt Service Fund</td>
<td>8,131.83</td>
</tr>
<tr>
<td><strong>Total Trust and Agency</strong></td>
<td><strong>11,507,080.69</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyon County</td>
<td>77,050,090.39</td>
</tr>
<tr>
<td>Trust &amp; Agency</td>
<td>11,507,080.69</td>
</tr>
<tr>
<td>Unallocated Cash</td>
<td>11,507,080.69</td>
</tr>
</tbody>
</table>

### BANK ACCOUNTS AND PETTY CASH

<table>
<thead>
<tr>
<th>Account Name</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo Bank Checking</td>
<td>37,483,869.15</td>
</tr>
<tr>
<td>Local Government Investment Pool</td>
<td>51,033,262.37</td>
</tr>
<tr>
<td>Inmate Trust</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Fernley Swimming Pool Imprest</td>
<td>300.00</td>
</tr>
<tr>
<td>Dayton Utilities Imprest</td>
<td>500.00</td>
</tr>
<tr>
<td>Silver Springs GID Imprest</td>
<td>500.00</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>8,558.00</td>
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</tbody>
</table>

### TOTAL

**88,527,989.52**
<table>
<thead>
<tr>
<th><strong>LYON COUNTY</strong></th>
<th><strong>BILLS</strong></th>
<th><strong>PAYROLL</strong></th>
<th><strong>TRUST AND AGENCY</strong></th>
<th><strong>BILL</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Governmental Funds</strong></td>
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<td></td>
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</tr>
<tr>
<td>General</td>
<td>1,535,237.85</td>
<td>1,098,858.59</td>
<td>DNA Testing</td>
<td>5</td>
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<tr>
<td>Employees Benefits</td>
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<td>Mason Valley Swimming Pool District</td>
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<tr>
<td>Park Construction Tax</td>
<td>115,166.35</td>
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<td>Silver Springs/Stagecoach Hospital</td>
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<tr>
<td>Co-Op Extension</td>
<td>211.96</td>
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<td>Fernley Swimming Pool</td>
<td>36</td>
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<tr>
<td>Unemployment</td>
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<td>City of Fernley</td>
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</tr>
<tr>
<td>Room Tax</td>
<td>5,053.78</td>
<td></td>
<td>Mason Valley Fire Protection District</td>
<td>9</td>
</tr>
<tr>
<td>Aid to Domestic Violence</td>
<td>310.00</td>
<td></td>
<td>North Lyon County Fire Protection District</td>
<td>548</td>
</tr>
<tr>
<td>Vehicle Acquisition</td>
<td></td>
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<td>Smith Valley Fire Protection District</td>
<td>107</td>
</tr>
<tr>
<td>Fair and Rodeo</td>
<td>3,580.88</td>
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<td>Stagecoach General Improvement District</td>
<td>8</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>57,712.75</td>
<td></td>
<td>South Lyon Hospital District</td>
<td>4</td>
</tr>
<tr>
<td>Justice Court Special Assessment</td>
<td></td>
<td></td>
<td>State of Nevada</td>
<td>436</td>
</tr>
<tr>
<td>District Court Restricted Fees</td>
<td>17,500.00</td>
<td></td>
<td>City of Yerington</td>
<td></td>
</tr>
<tr>
<td>Juvenile Probation Special Assessment</td>
<td></td>
<td>1,270.25</td>
<td>Fish and Game</td>
<td></td>
</tr>
<tr>
<td>County Library Gift</td>
<td></td>
<td></td>
<td>Walker River Irrigation District</td>
<td></td>
</tr>
<tr>
<td>Western Regional Youth Facility</td>
<td>36,598.92</td>
<td>67,665.78</td>
<td>Range Improvement</td>
<td></td>
</tr>
<tr>
<td>911 Surcharge</td>
<td>59,960.05</td>
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<td>Lyon County Bond</td>
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</tr>
<tr>
<td>Mining Claim Map</td>
<td>569.57</td>
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<td>Coroner Estate Proceeds</td>
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</tr>
<tr>
<td>Road</td>
<td>23,342.78</td>
<td>63,273.54</td>
<td>County Trust Property</td>
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</tr>
<tr>
<td>R T C</td>
<td></td>
<td></td>
<td>Social Security Payee Program</td>
<td>4</td>
</tr>
<tr>
<td>Road Improvement</td>
<td></td>
<td></td>
<td>Central Lyon County Fire Protection District</td>
<td>74</td>
</tr>
<tr>
<td>General Indigent</td>
<td>19,973.64</td>
<td>68,187.62</td>
<td>Carson Water Sub-Conservancy District</td>
<td>7</td>
</tr>
<tr>
<td>Medical Indigent</td>
<td>22,396.17</td>
<td>8,634.91</td>
<td>Dayton Valley Ground Water</td>
<td></td>
</tr>
<tr>
<td>Senior Services</td>
<td>33,812.08</td>
<td>46,872.31</td>
<td>Smith Valley Artesia</td>
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</tr>
<tr>
<td>Senior Services Donations</td>
<td>216.63</td>
<td></td>
<td>Mason Valley Artesia</td>
<td>1</td>
</tr>
<tr>
<td>Animal Control Donations</td>
<td></td>
<td></td>
<td>Churchill Valley Ground Water</td>
<td></td>
</tr>
<tr>
<td><strong>Enterprise Funds</strong></td>
<td></td>
<td></td>
<td>Truckee Carson Irrigation District</td>
<td></td>
</tr>
<tr>
<td>Dayton Water Utility</td>
<td>65,473.24</td>
<td>70,547.73</td>
<td>Fernley Ground Water</td>
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<td>Dayton Sewer Utility</td>
<td>79,372.35</td>
<td>47,978.82</td>
<td>Lyon County School District</td>
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<td><strong>Component Unit Funds</strong></td>
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<td></td>
<td><strong>Subtotal</strong></td>
<td>1,459,678.91</td>
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<td>Mason Valley Mosquito Control District</td>
<td>20,812.26</td>
<td>4,939.13</td>
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<td>Central Lyon Vector Control District</td>
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<td>Walker River Weed Control District</td>
<td>654.34</td>
<td>587.77</td>
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<td>Silver Springs General Improvement District</td>
<td>19,814.14</td>
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<td>Willowcreek General Improvement District</td>
<td>5,606.00</td>
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<td><strong>Subtotal</strong></td>
<td>2,123,375.74</td>
<td>1,478,816.45</td>
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**SUMMARY**

| **Lyons County** | 2,123,375.74 |
| Trust & Agency | 1,459,678.91 |
| **TOTAL** | 3,583,054.65 |