



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, SEPTEMBER 02, 2021
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447**

Join Zoom Meeting:

<https://us02web.zoom.us/j/84780204437?pwd=ZitwcnQwUkt6MWVYN1N5VkhBZ05ZZz09>

Meeting ID: 847 8020 4437 / Passcode: 664883

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

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

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

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

Members of the Public may attend the meeting in person 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 Thomas Walburn of the Sweet Water Christian Fellowship

3. Pledge of Allegiance

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

5. For Possible Action: Review and adoption of agenda

6. Time Certain

- 6.a. Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-04: For Possible Action: Approve 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.
- [BILL No. 21-04 Ord. 617 Title 15, Chapter 312 Section 6, NR \(Neighborhood Residential 4,500 square foot minimum\)](#)
- [News Paper Affidavit](#)
- 6.b. Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-05: For Possible Action: Approve 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.
- [BILL No. 21-05 Ord. 618 Title 15, Chapter 349 Planned Unit Development \(PUD\)](#)
- [News Paper Affidavit](#)
- 6.c. Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-06: For Possible Action: Approve 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.

- [BILL No. 21-06 Ord. 619 Title 15, Chapter 203 Major Variances](#)

- [News Paper Affidavit](#)

- 6.d. Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-07: For Possible Action: Approve an ordinance establishing the procedure for selection of an appraiser in Lyon County for use when the county desires to purchase or sell county property.

- [BILL No. 21-07 Ord. 620 Procedure for Selection of an Appraiser](#)

- [News Paper Affidavit](#)

7. Presentation of awards and/or recognition of accomplishments

- 7.a. For Presentation Only: Recognize Erin Lopez for completing the Nevada Municipal Clerks Association Academy and earning a Certificate of Professional Development in Public Management.

- 7.b. For Presentation Only: Award Human Resources Director Eric Milavsky a Certificate of Appreciation for commitment of time and energy to develop and implement the Lyon County Indigent Defense Plan and Indigent Defense Contracts.

8. Commissioners/County Manager reports

9. Elected Official's reports

- 9.a. Dayton Justice Court

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

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 August 19, 2021 minutes.

- [August 19, 2021 Minutes](#)

13. Contracts

- 13.a. For Possible Action: Approve Request for Extension and Meal Price Adjustment from Trinity Services Group. Contract shall run from July 1, 2021 to June 30, 2022. Agreement states prices are to be adjusted annually by an amount equal to the change in the Bureau of Labor Statistics Consumer Price Index. The data reflects a 3.7% increase.

- [Trinity services 2021](#)

- [Lyon Co NV 2021 Price Adjustment](#)

- [US Bureau of Labor Statics Table](#)

- 13.b. For Possible Action: Approve Commissary Agreement with Summit Food Service for commissary services in the Lyon County Detention Facility. No cost to Lyon County. Lyon County Sheriff's Office wishes to change commissary providers. The Contract would begin October 4, 2021 and run until October 3, 2022.
- [Lyon County - Summit Contract](#)
 - [Summit Binder](#)

14. Grants

- 14.a. For Possible Action: Approve a subrecipient agreement from the City of Fernley to accept a grant for \$320,000 in CARES funding for the costs of public safety personnel.
- [Subrecipient Agreement between City of Fernley and Lyon County](#)

15. Other Consent Items

- 15.a. For Possible Action: Approve change order from K&C Construction for the Silver Stage Ballfield Project for an additional \$6,436.00 to come out of the Park Construction Tax. This change order includes adding 57 more feet of chain-link fencing and installation of the redesigned 2 man/horse proof gates.
- [Staff Report](#)
 - [Change Order with K&C Construction for the Silver Stage Ballfield Project](#)
- 15.b. For Possible Action: Approve additional speakers and replacement of sound system equipment at the Lyon County Fairgrounds in the amount of \$6,200, to be funded from a contingency budget transfer.
- 15.c. For Possible Action: Review and accept claims and financial reports.
- [Claims Report 8-1-21 to 8-15-21](#)
 - [Cash Report 8-15-21](#)
- 15.d. For Possible Action: Review and accept travel claims.
- [Travel Report 8-1-21 to 8-15-21](#)

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

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

16. Planning Consent Items

- 16.a. Approval of the Final Subdivision Map for POINT LEGADO, PHASE 3, located in Dayton, NV (APN 016-361-73), not including road rights-of-way which have been offered for dedication and will not be accepted by the County until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.
- [Final Map](#)
 - [NDEP Approval Letter](#)
 - [Will Serve](#)
 - [Bond](#)

****END OF PLANNING CONSENT ITEMS APPLICATIONS****

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

17. Planning

- 17.a. For Possible Action: HSKS LLC/Kevin Ward – Zoning Map Amendment – Request for a zoning map amendment to change the zoning on an approximately 0.92 acre parcel from RR-2T (Second Rural Residential – 2 acre minimum) to SR-12000 (Suburban Residential – 12,000 square foot minimum) located at 3120 Elm Street, Silver Springs (APN: 018-414-06) PLZ-2021-066.
- [Staff Report](#)

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

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

18. Board Appointments and Resignations

- 18.a. For Possible Action: Appoint 2 Commissioner's as non-voting advisors to the Dayton Valley Events Center Board. (Requested by Comm. Gray)
- 18.b. For Possible Action: Appoint an applicant to the Dayton Valley Events Center Board with a term expiring December 31, 2024.
- [Helaine Morres, Application](#)

19. County Manager

- 19.a. For Possible Action: Approve a Plan for the Provision of Indigent Defense Services.
- [Plan for the Provision of Indigent Defense Services](#)
- 19.b. For Possible Action: Approve contracts with the following law firms to serve as conflict counsel under Lyon County's Plan for the Provision of Indigent Defense Services: Edgerton Legal, LLC, Hutchison & Steffen, PLLC, John Law Practice, PLLC, Karla K. Butko, LLP, Pace & Associates, Inc., Pence & Associates, and Richard P. Davies.
- [Conflict Counsel Agreement \(Edgerton Legal, LLC\)](#)
- [Conflict Counsel Agreement \(Hutchison & Steffen, PLLC\)](#)
- [Conflict Counsel Agreement \(Johnson Law Practice, PLLC\)](#)
- [Conflict Counsel Agreement \(Karla K. Butko, LLP\)](#)
- [Conflict Counsel Agreement \(Pace & Associates, Inc.\)](#)
- [Conflict Counsel Agreement \(Pence & Associates\)](#)
- [Conflict Counsel Agreement \(Richard P. Davies\)](#)
- 19.c. For Possible Action: Approve Resolution 21-23 A RESOLUTION OF THE LYON COUNTY BOARD OF COMMISSIONERS DIRECTING STAFF TO DETERMINE AND IMPLEMENT LEGAL REMEDIES TO STOP THE STATE OF NEVADA FROM ISSUING AND ENFORCING COVID 19 DIRECTIVES THAT ARE NOT BASED ON SCIENCE OR ESTABLISH A DOUBLE STANDARD (Requested by Commissioner Keller at the August 19, 2021 Board Meeting)
- [Res. 21-23 Legal Remedies COVID](#)
- 19.d. FOR POSSIBLE ACTION: Direct staff to coordinate with the City of Fernley, State of Nevada and Nevada Veterans Cemetery to purchase and install a memorial plaque to honor Deputy Sheriff Brett Palmer (Retired) for his years of services with the Sheriff's Office and serving the veterans of Northern Nevada. (Requested by Commissioner Keller)

20. Comptroller

- 20.a. For Possible Action: Propose Ordinance Amending Lyon County Code Title 04, Chapter 12, Section 4, revising provisions relating to purposes for use of tax proceeds to authorize the County to use the tax proceeds for any and all purposes set forth in NRS 377B.160.
- [NRS Chapter 377B](#)
- [Tax on Infrastructure Amendment - Ordinance Change Title 4, Chapter 12 of Lyon County Code](#)
- 20.b. For Possible Action: Discussion and approval of a plan to allocate American Rescue Plan Act (ARPA) funding.
- [American Rescue Plan Eligibility Questions](#)
- [ARPA Recommended Allocations - First Round of Funding](#)

21. Agenda Requests

22. Commissioner Comments

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

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

25. Adjourn

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

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

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

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

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

Lyon County is an equal opportunity provider.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

6.a

Subject:

Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-04: For Possible Action: Approve 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:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - BILL No. 21-04 Ord. 617 Title 15, Chapter 312 Section 6, NR (Neighborhood Residential 4,500 square foot minimum)
- - News Paper Affidavit

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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.

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 15.312.06 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:

Setback:	
Front	Variable with a minimum of 20 feet to garage/10 feet to house ^{HD1}
Side street	20 feet to garage. May be reduced to 10 feet provided no driveway or garage access is permitted in the street side yard ^{HD1}
Rear	10 feet subject to the limitations listed below for alley loaded housing development ^{HD1}
Side	5 feet ^{HD1}

HD1 - 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:

Building height (see subsection 15.330.03E of this title)	35 feet
Floor area ratio	n/a

D. Parking Requirements: See chapter 401, "Off-Street Parking And Loading", of this title.

E. Minimum Lot Requirements:

Lot size	Variable with a minimum lot size of 4,500 square feet (net)
Lot street frontage width	30 feet ^{HD2}
Minimum lot width	40 feet/50 feet for corner lots ^{HD2}
Average lot depth	n/a

HD2 - 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



PART OF THE USA TODAY NETWORK

Order Confirmation for Ad #: 0004867307

Customer: LYON COUNTY COMMISSIONERS
Address: 27 S MAIN ST
 YERINGTON NV 89447 USA
Acct. #: REN-311903
Phone: 7754636531

LYON COUNTY COMMISSIONERS

Ordered By: Erin Lopez

OrderStart Date: 08/18/2021

Order End Date: 08/25/2021

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					2 X 22.50

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$100.12	\$0.00	\$100.12	Invoice	\$0.00	\$100.12

Ad Order Notes:

Sales Rep: sboland

Order Taker: sboland

Order Created 08/12/2021

Product	# Ins	Start Date	End Date
REN-Lyon County Leader	2	08/18/2021	08/25/2021

08-18-21, 08-25-21,

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/12/2021

**LYON COUNTY BOARD OF COMMISSIONER
 NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE LYON COUNTY BOARD OF COMMISSIONERS IS CONSIDERING ADOPTING BILL No. 21-04, 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.

NOTICE IS FURTHER GIVEN that the public hearing will be held on September 2, 2021, at 9:00 a.m. in the Commission Chambers located at 27 South Main Street, Yerington, Nevada 89447. All interested persons are invited to attend and address their views. At that time Bill 21-04 may be adopted.

/s/ Erin Lopez,
 Lyon County Board of Commissioners
 No. 4867307

August 18, 25, 2021

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

6.b

Subject:

Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-05: For Possible Action: Approve 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:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - BILL No. 21-05 Ord. 618 Title 15, Chapter 349 Planned Unit Development (PUD)
- - News Paper Affidavit

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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

- 1 permanent protective easement as proscribed in subsection [15.340.08](#)A4 of this title or by
2 covenant in favor of the County.
- 3 E. Bulk Requirements: Building and parking area setbacks, minimum lot area, lot coverage and
4 building height must conform to the requirements of the equivalent zoning district or the
5 existing underlying zoning for a majority of the PUD unless deviations from those underlying
6 zoning development standards are proposed, considered and approved as a part of the
7 review process. Any such deviation(s) must be justified by the applicant by addressing the
8 allowable modifications contained in chapters 340 through 349 of this title where appropriate,
9 and the exceptions criteria of subsection M of this section.
- 10 F. Commercial Design: Commercial building placement and architectural design shall conform
11 to the intent of chapter 360 of this title, commercial design standards.
- 12 G. Residential Design: Multi-family housing placement and design shall conform to the intent of
13 chapter 348, "Multi-Family Residential Design Standards", of this title.
- 14 H. Parking: Parking shall be provided as required by chapter 401 of this title, parking and
15 loading. Further reductions in the amount of parking to be provided may be proposed by the
16 applicant but shall be approved only if they meet the exceptions criteria of subsection M3 of
17 this section.
- 18 I. Open Space: The minimum amount of area to be designated and preserved as common open
19 space in any planned unit development shall be twenty percent (20%). Each planned unit
20 development proposal shall identify all areas proposed as common open space meeting the
21 requirements contained in section [15.340.08](#) of this title. Where a decrease in the required
22 common open space is proposed the applicant shall provide a detailed justification
23 addressing the criteria for exception to the common open space requirement outlined in
24 subsection M of this section. For nonresidential development the common open space
25 requirement can be met by providing a minimum of twenty percent (20%) of the development
26 as landscaped area, which exceeds the minimum standards imposed.
- 27 1. Usable common open space in residential PUDs shall be sited and improved to provide
28 active recreational amenities intended to provide appropriate opportunities for physical
29 activity and interaction among residents within the development. Except where
30 inventoried significant natural resources or Flood Hazard Zone are present on site, one
31 hundred percent (100%) of the required usable common open space area shall be
32 improved for active or passive recreational use. Usable common open space in Rural
33 Character Areas of Lyon County may retain agricultural/ranching uses, operations and
34 related support structures to continue the agricultural/ranching uses subject to a
35 restrictive covenant recorded on the common open space areas outlining the remaining
36 agricultural/ranching uses and activities to continue on the open space areas while
37 extinguishing any residual development rights from the designated open space areas.
- 38 2. Development within Historic Character Areas shall provide usable common open space
39 improvements which enhance the pedestrian environment and are appropriate to these
40 higher density areas. Such improvements may include, but are not limited to, the
41 following: hardscaped courtyards; weather canopies; water features and drinking
42 fountains; benches or low walls with seating areas; free-standing planters; play
43 structures; public art or other pedestrian space or design features integrated into the
44 overall design of the development.
- 45 3. Open space deemed unusable shall be placed under permanent protective easement as
46 proscribed in section [15.340.08](#) of this title, with evidence provided at the time of
47 application that the proposed easement holder has or will accept the easement and
48 perpetual management and maintenance as required by section [15.340.08](#) of this title.
- 49 J. Connectivity: Planned unit developments shall provide vehicular, bicycle, pedestrian or
50 equestrian connections to adjacent and nearby residential areas, transit stops, neighborhood
51 activity centers and other neighborhood facilities in the following manner:

- 1 1. In PUDs that are five (5) acres or more in size, full street connections with spacing of no
2 more than six hundred feet (600') between these connections shall be provided except
3 where barriers such as topography, railroads, or pre-existing development prevent their
4 construction.
- 5 2. Within PUDs in which full street connections are not possible, bicycle and pedestrian
6 connection on public easements or rights- of-way shall be provided with spacing of no
7 more than four hundred feet (400') between connections except where barriers such as
8 topography, railroads, or pre-existing development prevent their construction.
- 9 3. In PUDs, opportunities to incrementally extend and connect proposed new streets with
10 existing streets in adjacent or nearby areas shall be considered in addition to addressing
11 street connectivity recommendations shown on the County-Wide Integrated Roadway
12 Network Maps contained within appendix B of the Lyon County Comprehensive Master
13 Plan on file in the County.
- 14 4. The use of cul-de-sac designs and closed street systems shall be limited to
15 circumstances in which barriers such as topography, railroads, arterial highways, or pre-
16 existing development prevent full street extensions. When permitted, cul-de-sacs shall
17 have a maximum length of two hundred feet (200') and shall serve no more than twenty
18 five (25) dwelling units.
- 19 5. Narrow street designs for local streets may be permitted with approval of the County
20 Engineer, Road Superintendent and Fire Chief of the local Fire Protection District,
21 provided that other minimum dimensional requirements are met for travel lanes, bike
22 lanes, parking lanes and sidewalk widths or other suitable alternative facilities (such as
23 grade-separated bike lanes and sidewalks, designated parking areas, etc.) are provided.
- 24 6. Where site conditions are favorable to stormwater infiltration "green streets" designs may
25 be utilized. Permissible design elements and facilities include, but are not limited to,
26 minimizing paving and/or using pervious paving materials, maximizing street tree
27 coverage, using multi-functional open drainage systems in lieu of more conventional
28 curb-and-gutter systems, reducing cul-de-sac radii and using vegetated islands in the
29 center, and minimizing the negative effects of stream crossings.
- 30 K. Employment Or Commercial Designations: Planned unit development in areas designated
31 employment or commercial on the Lyon County Comprehensive Master Plan Map may allow
32 mixed industrial, commercial, and residential uses subject to the following:
33 1. The site proposed for the PUD is not less than twenty (20) gross acres in size.
34 2. The PUD preliminary development plan shall indicate the approximate size, general
35 location, and character of use of all areas of the site which the applicant designates for
36 uses other than those allowed by the Lyon County Comprehensive Master Plan Map and
37 this title.
- 38 L. Buffers: Planned unit developments shall establish adequate buffer zones between dissimilar
39 uses within the development and between dissimilar uses and/or densities exterior to the
40 planned unit development. Special design considerations such as height controls, density
41 controls, architectural modifications, and landscaping buffers shall be incorporated in any
42 portion of the development which adjoins a previously approved land use or division of land.
- 43 M. Exceptions:
44 1. Building Setback Or Yard Requirements: The commission may grant an exception to the
45 dimensional building setback or yard requirements of the applicable standards based on
46 findings that the approval will result in the following:
47 a. No adverse effect to adjoining properties in terms of light, air circulation, noise levels,
48 privacy, and fire hazard.
49 b. At least one of the following:
50 (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;

- 1 h. The development demonstrates a high level of compliance with recognized practices
- 2 for sustainable development, such as (but not limited to) the following: lot and
- 3 structure orientation for passive and/or active solar energy use; covenants ensuring
- 4 maintenance of future solar access; use of wind turbines or wind collectors for power
- 5 generation or passive ventilation; provision of community greenhouses, gardens, or
- 6 orchards; use of water conserving landscaping; use of stormwater harvesting or
- 7 diversion for irrigation; enhanced tree plantings; and use of green roofs; or
- 8 i. The development would provide for the implementation of a master plan goal in a
- 9 significant manner (e.g., provides that a quarter of the proposed residential units are
- 10 to be reserved to address the County's need for affordable workforce housing).
- 11 N. Existing Projects: Existing projects may be considered for planned unit development if, in the
- 12 opinion of the Director, they do not pose any health, safety or welfare problems and can
- 13 comply with the minimum acreage, open space and amenities requirements of a new
- 14 planned unit development proposal.
- 15 O. Land Dedication: Any land or interest therein within a planned unit development may be
- 16 dedicated to the County or school district for public use and maintenance, although the
- 17 County or school district is under no obligation to accept such dedication. In no event does
- 18 land dedicated to and accepted by the County or school district constitute common open
- 19 space for the purposes of this chapter.
- 20
- 21

22 **Section 2.** If any section of this ordinance or portion thereof is for any reason held
 23 invalid or unconstitutional by any court of competent jurisdiction, such holding shall not
 24 invalidate the remaining parts of this ordinance.

25
 26
 27 **Section 3.** All ordinances, parts of ordinances, chapters, sections, subsections,
 28 clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are
 29 hereby repealed.

30
 31 **Section 4.** This ordinance shall be in full force and effect from and after its passage,
 32 approval and publication as required by law.

33
 34 THIS RESOLUTION was proposed on the ___ day of _____, 2021 by the following
 35 County Commissioner(s): _____.

36 THIS RESOLUTION has been PASSED, ADOPTED and APPROVED this ___ day of
 37 _____, 2021 by the following vote of the Board of County Commissioners, Lyon County:

38
 39
 AYES: _____
 NAYS: _____
 ABSENT: _____
 ABSTENTIONS: _____

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Board of County Commissioners
Lyon County

By: Chairman

Attest:

Clerk of the Board



PART OF THE USA TODAY NETWORK

Order Confirmation for Ad #: 0004867308

Customer: LYON COUNTY COMMISSIONERS
Address: 27 S MAIN ST
 YERINGTON NV 89447 USA
Acct. #: REN-311903
Phone: 7754636531

LYON COUNTY COMMISSIONERS

Ordered By: Erin Lopez

OrderStart Date: 08/18/2021

Order End Date: 08/25/2021

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					2 X 18.50

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$84.60	\$0.00	\$84.60	Invoice	\$0.00	\$84.60

Ad Order Notes:

Sales Rep: sboland

Order Taker: sboland

Order Created 08/12/2021

Product	# Ins	Start Date	End Date
REN-Lyon County Leader	2	08/18/2021	08/25/2021

08-18-21, 08-25-21,

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/12/2021

**LYON COUNTY BOARD OF COMMISSIONER
 NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE LYON COUNTY BOARD OF COMMISSIONERS IS CONSIDERING ADOPTING BILL No. 21-05, 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.

NOTICE IS FURTHER GIVEN that the public hearing will be held on September 2, 2021, at 9:00 a.m. in the Commission Chambers located at 27 South Main Street, Yerington, Nevada 89447. All interested persons are invited to attend and address their views. At that time Bill 21-05 may be adopted.

/s/ Erin Lopez,
 Lyon County Board of Commissioners
 No. 4867308

August 18, 25, 2021

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

6.c

Subject:

Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-06: For Possible Action: Approve 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:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - BILL No. 21-06 Ord. 619 Title 15, Chapter 203 Major Variances
- - News Paper Affidavit

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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 COMMISSIN TO THE BOARD OF COMMISSIONERS; 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 15.203.05 is hereby amended as follows:

15.203.05: PROCEDURES FOR MAJOR VARIANCE:

- A. The Director must submit a report to the ~~commission~~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 ~~commission~~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.

1 B. Major Variance Findings: The ~~commission~~-Board must not approve a major variance
2 unless it finds that:

3 1. By reason of exceptional narrowness, shallowness, or shape of the property in question,
4 or by reason of exceptional topographic conditions or other extraordinary and exceptional
5 situation or condition of the property in question, the strict application of the provisions of this title
6 would result in peculiar and exceptional practical difficulties to, or exceptional and undue
7 hardships upon, the applicant;

8 2. The circumstances or conditions do not apply generally to other properties in the same
9 land use district; and

10 3. The granting of the variance will not result in material damage or prejudice to other
11 properties in the vicinity, substantial impairment of natural resources or be detrimental to the
12 public health, safety and general welfare.

13
14 **Section 3.** The Lyon County Land Use and Development Code, Title 15, Chapter
15 15.203.07 is hereby amended as follows:

16
17 **15.203.07: DECISION ON VARIANCE:**

18 The ~~commission~~-Board must approve, conditionally approve or deny the application for major
19 variance. The ~~commission~~-Board may impose conditions in accordance with chapter 8 of this title
20 and section 15.203.08 of this chapter. Appeal of the Board's decision must be ~~to the Board~~ in
21 accordance with chapter 12 of this title. ~~The Board is the final decision maker.~~

22
23 **Section 4.** The Lyon County Land Use and Development Code, Title 15, Chapter
24 15.203.08 is hereby amended as follows:

25
26 **15.203.08: LIMITATIONS ON VARIANCE:**

27 A. No minor or major variance shall be granted that allows a land use prohibited in the zoning
28 district in which it is located or that changes any boundary of the district, nor shall any variance
29 be granted that changes the density of residential use or that changes the intensity of non-
30 residential use. Any variance so granted is null and void, and any activities undertaken pursuant
31 to such variance must be deemed in violation of this title.

32 B. The ~~commission~~-Board, in approving a major variance, and the Director, in approving a
33 minor variance, must impose the following conditions:

34 1. Where no other discretionary permit is required, the variance will expire and become null
35 or void if the project does not comply with the provisions of chapter 13 of this title, expiration of
36 approved permits.

37 2. Where approved concurrent with another discretionary permit, the variance shall run with
38 the time established for the other permit; and

39 3. Conformance to plans approved as a part of the variance.

40 C. No variance shall be granted which alters or modifies the procedures under chapters 1 to
41 199 of this title.

42
43 **Section 5.** If any section of this ordinance or portion thereof is for any reason held
44 invalid or unconstitutional by any court of competent jurisdiction, such holding shall not
45 invalidate the remaining parts of this ordinance.

46
47 **Section 6.** All ordinances, parts of ordinances, chapters, sections, subsections,
48 clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are
49 hereby repealed.
50



PART OF THE USA TODAY NETWORK

Order Confirmation for Ad #: 0004867310

Customer: LYON COUNTY COMMISSIONERS
Address: 27 S MAIN ST
 YERINGTON NV 89447 USA
Acct. #: REN-311903
Phone: 7754636531

LYON COUNTY COMMISSIONERS

Ordered By: Erin Lopez

OrderStart Date: 08/18/2021

Order End Date: 08/18/2021

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					2 X 0.50

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$45.80	\$0.00	\$45.80	Invoice	\$0.00	\$45.80

Ad Order Notes:

Sales Rep: sboland

Order Taker: sboland

Order Created 08/12/2021

Product	# Ins	Start Date	End Date
REN-Lyon County Leader	1	08/18/2021	08/18/2021

08-18-21,

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/12/2021

**LYON COUNTY BOARD OF COMMISSIONER
 NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE LYON COUNTY BOARD OF COMMISSIONERS IS CONSIDERING ADOPTING BILL No. 21-06, 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.

NOTICE IS FURTHER GIVEN that the public hearing will be held on September 2, 2021, at 9:00 a.m. in the Commission Chambers located at 27 South Main Street, Yerington, Nevada 89447. All interested persons are invited to attend and address their views. At that time Bill 21-06 may be adopted.

/s/ Erin Lopez,
 Lyon County Board of Commissioners
 No. 4867310

August 18, 25, 2021

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

6.d

Subject:

Time Certain at 9:00 A.M. Public Hearing- Bill No. 21-07: For Possible Action: Approve an 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:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - BILL No. 21-07 Ord. 620 Procedure for Selection of an Appraiser
- - News Paper Affidavit

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

APPRAISER 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 appraisalment.

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 qualified 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: _____

Board of County Commissioners
Lyon County

By: Chair

Attest:

Clerk of the Board



PART OF THE USA TODAY NETWORK

Order Confirmation for Ad #: 0004867311

Customer: LYON COUNTY COMMISSIONERS
Address: 27 S MAIN ST
 YERINGTON NV 89447 USA
Acct. #: REN-311903
Phone: 7754636531

LYON COUNTY COMMISSIONERS

Ordered By: Erin Lopez

OrderStart Date: 08/18/2021

Order End Date: 08/25/2021

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					2 X 17.50

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$80.72	\$0.00	\$80.72	Invoice	\$0.00	\$80.72

Ad Order Notes:

Sales Rep: sboland

Order Taker: sboland

Order Created 08/12/2021

Product	# Ins	Start Date	End Date
REN-Lyon County Leader	2	08/18/2021	08/25/2021

08-18-21, 08-25-21,

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/12/2021

**LYON COUNTY BOARD OF COMMISSIONER
 NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT THE LYON COUNTY BOARD OF COMMISSIONERS IS CONSIDERING ADOPTING BILL No. 21-07, 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.

NOTICE IS FURTHER GIVEN that the public hearing will be held on September 2, 2021, at 9:00 a.m. in the Commission Chambers located at 27 South Main Street, Yerington, Nevada 89447. All interested persons are invited to attend and address their views. At that time Bill 21-07 may be adopted.

/s/ Erin Lopez,
 Lyon County Board of Commissioners
 No. 4867311

August 18, 25, 2021

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

7.a

Subject:

For Presentation Only: Recognize Erin Lopez for completing the Nevada Municipal Clerks Association Academy and earning a Certificate of Professional Development in Public Management.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

7.b

Subject:

For Presentation Only: Award Human Resources Director Eric Milavsky a Certificate of Appreciation for commitment of time and energy to develop and implement the Lyon County Indigent Defense Plan and Indigent Defense Contracts.

Summary:

County Manager Jeff Page will present this award. Eric stepped up and took over the Indigent Defense project. He spent countless hours negotiating contracts, working with Department of Indigent Defense, Judges and Attorneys. All of this has nothing to do with HR. I expressed my need for help and he stepped in and got the job Done

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 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 July](#)

Court: DAYTON JUSTICE COURT

Court ID: J031102

Date: 7/1/2021 to 7/31/2021

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

Civil Caseload
(Dictionary p. 29-31)

Real Property Case			Tort Case					Contract Case					Protection Orders						
Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Negligence Case			Intentional Misconduct Case	Other Tort Case	Seller Plaintiff (Debt Collection) Case					Contract Buyer/Plaintiff Case	Other Contract Case	Contested Liens Case	Other Civil Matters	Small Claims Case	Request for DV Protection Order	Request for Protection Order (Non-DV)
			Auto Negligence Case	Premises Liability Case	Other Negligence Case			Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case								

1. Begin Pending																			
a. Active																			
b. Inactive																			
2. New Filings	10	0	0	0	0	0	0	0	10	0	1	2	0	0	0	1	1	10	17
3. Reopened	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
4. Reactivated																			
5. Dispositions (Entry of Judgment)																			
a. Original	10	0	0	0	0	0	0	0	8	0	2	1	0	2	0	0	0	8	15
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)

								Limited Jurisdiction Courts Only			
Civil Writs (Related to an Existing Case)	Remitted/Remanded Civil Cases	Jury Trials	Non-Jury (Bench) Trials	Satisfaction of Judgment	Inmate Requests/Filings	Contempt and Preliminary Injunctions	Renewal of Judgment	Orders to Seal Records	Sexual Assault Protection Orders	Request for Extended DV Protection Orders	Request for Extended Protection Orders (Non-DV)
6	0	0	2	1	0	0	1	0	0	0	0

Court: DAYTON JUSTICE COURT

Court ID: J031102

Prepared by: _____

Date: 7/1/2021 to 7/31/2021

Approved by: _____

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

Civil Manner of Disposition
(Dictionary p. 33-35)

Civil Manner of Disposition (Dictionary p. 33-35)	Real Property Case			Tort Case				Contract Case					Contested Liens Case	Other Civil Matters	Small Claims Case	Protection Orders	
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Negligence Case		Intentional Misconduct Case	Other Tort Case	Seller Plaintiff (Debt Collection) Case			Contract Buyer Plaintiff Case	Other Contract Case				Request for DV Protection Order	Request for Protection Order (Non-DV)
	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Credit Card Collection Case	Payday Loan Collection Case			Debt Collection Agency Case	Other Debt Collection Case								

Non-Trial Dispositions

Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Voluntary Dismissal	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	0
Involuntary Dismissal	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0
Transferred (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Judgment on Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stipulated Dismissal	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Stipulated Judgment	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Default Judgment	8	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0
Motion to Dismiss by the Defendant(s)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Summary Judgment	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	10	0	8	0	2	1	0	2	0	0	0	0	0						

Non-Jury (bench) Trial Dispositions

Disposed After Trial Start (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Judgment Reached (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Bench (Non-Jury) Trial Dispositions	0																		

Jury Trial Dispositions

Disposed After Trial Start (jury trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Verdict Reached	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0																		

Protection Orders Dispositions

Denied without Hearing																		1	6
Granted without Hearing																		7	9
Denied with Hearing																		0	0
Granted with Hearing																		0	0
Total Protection Order Dispositions																		8	15

Grand Total Dispositions

Grand Total Dispositions	10	0	8	0	2	1	0	2	0	0	0	0	0						
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Court: DAYTON JUSTICE COURT

Court ID: J031102

Disposition Worksheet

Date: 7/1/2021 to 7/31/2021

Page 3 of 5

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

Criminal Case Dispositions

(Dictionary p. 13-16)

Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - DUI	Motor Vehicle - Reckless	Motor Vehicle - Other	Public Order	Other Felony
------------------------	-------------------	-------------	-------------------------	----------------------------	-------------------------	-------	---------	---------------------	--------------------------	-----------------------	--------------	--------------

Non-Trial Dispositions

Bail Forfeitures												
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before prelim.)	0	0	0	0	0	0	1	0	0	0	0	0
Guilty Pleas with Sentence (before prelim.)	0	0	0	1	0	0	0	0	0	0	0	0
Waiver of Preliminary hearing	0	0	1	0	0	3	0	0	0	0	0	0
Preliminary Hearing												
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0
Bindover	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)												
Dismissed (before trial)												
Guilty Plea with Sentence (before trial)												
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	0	0	1	1	0	3	1	0	0	0	0	0

Trial Dispositions

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

Jury Trials

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

Other Manner of Disposition

0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	1	1	0	3	1	0	0	0	0	0	0

GRAND TOTAL DISPOSITIONS

Court: DAYTON JUSTICE COURT

Court ID: J031102

Disposition Worksheet

Date: 7/1/2021 to 7/31/2021

Page 4 of 5

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

Criminal Case Dispositions

Dictionary p. 13-16)

Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - Other	Public Order	Other Gross Misdemeanor
------------------------	-------------------	-------------	-------------------------	----------------------------	-------------------------	-------	---------	-----------------------	--------------	-------------------------

Non-Trial Dispositions

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

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

Trial Dispositions

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

Jury Trials
 Dismissed (during trial)
 Acquittal
 Guilty Plea with Sentence (during trial)
 Conviction
TOTAL JURY TRIAL DISPOSITIONS

Other Manner of Disposition
GRAND TOTAL DISPOSITIONS

0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	2	0	0	0	0	0	0

Court: DAYTON JUSTICE COURT

Court ID: J031102

Disposition Worksheet

Date: 7/1/2021 to 7/31/2021

Prepared by: Angelica Martina

Page 5 of 5

Approved by: [Signature]
Chief Judge

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

Criminal Case Dispositions

Dictionary p. 13-16)

Crimes Against Persons	Domestic Violence	Elder Abuse	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Other Non-Traffic Misdemeanors	Motor Vehicle - DUI	Motor Vehicle - Reckless	Traffic	Parking
------------------------	-------------------	-------------	----------------------------	-------------------------	-------	---------	--------------	--------------------------------	---------------------	--------------------------	---------	---------

Non-Trial Dispositions

Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	107	0
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before prelim.)	[REDACTED]											
Guilty Pleas with Sentence (before prelim.)	[REDACTED]											
Waiver of Preliminary hearing	[REDACTED]											
Preliminary Hearing	[REDACTED]											
Dismissed (during prelim.)	[REDACTED]											
Guilty Pleas with Sentence (during prelim.)	[REDACTED]											
Bindover	[REDACTED]											
Dismissed (after diversion)	0	2	0	0	0	0	1	1	0	0	2	0
Dismissed (before trial)	0	0	0	0	3	0	0	1	0	0	9	0
Guilty Plea with Sentence (before trial)	2	0	0	0	0	1	0	0	5	0	21	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	2	2	0	0	3	1	0	2	5	0	139	0

Trial Dispositions

Bench Trial

Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BENCH TRIAL DISPOSITIONS	0	0	0	0	0	0	0	0	0	0	0	0

Jury Trials

Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	[REDACTED]	
Acquittal	0	0	0	0	0	0	0	0	0	0	[REDACTED]	
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	[REDACTED]	
Conviction	0	0	0	0	0	0	0	0	0	0	[REDACTED]	
TOTAL JURY TRIAL DISPOSITIONS	0	0	0	0	0	0	0	0	0	0	[REDACTED]	

Other Manner of Disposition

GRAND TOTAL DISPOSITIONS

Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	2	2	0	0	3	1	0	2	5	0	139	0

Court: DAYTON JUSTICE COURT

Court ID: J031102

Caseload Worksheet

Date: 7/1/2021 to 7/31/2021

Page 1 of 4

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

Criminal Caseload
(Dictionary p. 10-11)

	Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - DUI	Motor Vehicle - Reckless	Motor Vehicle - Other	Public Order	Other Felony
1 Begin Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												
2 New Filings	2	0	0	0	0	0	5	0	0	0	0	0	0
a Charges	11	0	0	1	0	0	5	0	0	0	0	0	0
3 Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
4 Reactivated	To be completed at a later date												
5 Dispositions (entry of Judgment)													
a Original	0	0	1	1	0	3	1	0	0	0	0	0	0
b Reopened	To be completed at a later date												
6 Placed on Inactive Status	To be completed at a later date												
7 End Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												

Court: DAYTON JUSTICE COURT Court ID: J031102

Date: 7/1/2021 to 7/31/2021

Page 2 of 4

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

Criminal Caseload
(Dictionary p. 10-11)

	Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - Other	Public Order	Other Gross Misdemeanor	Criminal Appeals from LJ Courts
1 Begin Pending												
a Active	To be completed at a later date											
b Inactive	To be completed at a later date											
2 New Filings	1	0	0	0	1	0	0	0	0	0	0	0
a Charges	1	0	0	0	1	0	0	0	0	0	0	0
3 Reopened	0	0	0	0	0	0	0	0	0	0	0	0
4 Reactivated	To be completed at a later date											
5 Dispositions (entry of Judgment)												
a Original	0	0	0	0	2	0	0	0	0	0	0	0
b Reopened	To be completed at a later date											
6 Placed on Inactive Status	To be completed at a later date											
7 End Pending												
a Active	To be completed at a later date											
b Inactive	To be completed at a later date											

Court: DAYTON JUSTICE COURT

Court ID: J031102

Date: 7/1/2021 to 7/31/2021

Page 3 of 4

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

Criminal Caseload
(Dictionary p. 10-11)

	Crimes Against Persons	Domestic Violence	Elder Abuse	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Other Non-Traffic	Motor Vehicle - Dui	Motor Vehicle - Reckless	Traffic	Parking
1 Begin Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												
2 New Filings	0	2	0	0	3	3	0	1	3	4	4	108	0
a Charges	0	2	0	0	3	3	0	1	6	5	5	152	0
3 Reopened	0	0	0	0	0	0	0	0	0	0	0	1	0
4 Reactivated	To be completed at a later date												
5 Dispositions (entry of Judgment)													
a Original	2	2	0	0	3	1	0	1	2	5	0	139	0
b Reopened	To be completed at a later date												
6 Placed on Inactive Status	To be completed at a later date												
7 End Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												

Court: DAYTON JUSTICE COURT Court ID: J031102

Date: 7/1/2021 to 7/31/2021

Additional Criminal Caseload Statistics (p. 6)

Remanded Cases	0
Aggressive Driving Charges	1
Graffiti Charges	0
Bench Trials	0
Jury Trials	0

Death Penalty (Rule 250) Statistics

NOI to Seek Death Penalty Filed	0
NOI Withdrawn	0
Death Penalty Imposed	0

Additional Criminal Proceedings (Dictionary p. 7-9)

Extraordinary Writs	0
Search Warrants Requests	2
Probable Cause Findings/Hearings	17
Extradition Hearings	0
Coroner's Inquest Hearings	0
72-Hour Hearings	0
Arraignment Hearings	54
Preliminary Hearings	0
Sentencing Hearings	34
Grand Jury Proceedings	0
Post-Adjudication Case Activity	
Request for Modification of Sentence	0
Revocation Hearing	0
Post Conviction Relief	0

Preliminary Hearing Continuances

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

Trial Continuances

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

Angelica Martina

Prepared by: _____

Approved by: 

Nevada Trial Courts

Court: DAYTON JUSTICE COURT Court ID: J031102

Date: 7/1/2021 to 7/31/2021

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

Civil Caseload
(Dictionary p. 29-31)

Real Property Case			Tort Case					Contract Case					Contested Liens Case
Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Negligence Case			Intentional Misconduct Case	Other Tort Case	Seller Plaintiff (Debt Collection) Case			Contract Buyer/Plaintiff Case	Other Contract Case	
			Auto Negligence Case	Premises Liability Case	Other Negligence Case			Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case			Other Debt Collection Case

1. Begin Pending

a. Active															
b. Inactive															

2. New Filings

10	0	0	0	0	0	0	0	10	0	1	2	0	0	0
----	---	---	---	---	---	---	---	----	---	---	---	---	---	---

3. Reopened

0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

4. Reactivated

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Dispositions (Entry of Judgment)

a. Original	10	0	0	0	0	0	0	8	0	2	1	0	2	0
b. Reopened														

5. Placed on Inactive Status

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. End Pending

a. Active														
b. Inactive														

3. Set for Review

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Additional Civil Caseload Statistics (Dictionary, p.28-29)

Civil Writs (Related to an Existing Case)	Remitted/Remanded Civil Cases	Jury Trials	Non-Jury (Bench) Trials	Satisfaction of Judgment	Inmate Requests/Filings	Contempt and Preliminary Injunctions	Renewal of Judgment	Limited Jurisdiction Courts Only			
								Orders to Seal Records	Sexual Assault Protection Orders	Request for Extended DV Protection Orders	Request for Extended Protection Orders (Non-DV)
6	0	0	2	1	0	0	1	0	0	0	0

Prepared by: _____
Approved by: _____

Nevada Trial Courts

Court: DAYTON JUSTICE COURT

Court ID: J031102

Date: 7/1/2021 to 7/31/2021

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

Civil Manner of Disposition
(Dictionary p. 33-35)

Civil Manner of Disposition (Dictionary p. 33-35)	Real Property Case			Tort Case					Contract Case				Contested Liens Case	Other Civil Matters	
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Negligence Case					Seller Plaintiff (Debt Collection) Case						
			Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case		

Non-Trial Dispositions

Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Voluntary Dismissal	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0
Involuntary Dismissal	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0
Transferred (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Judgment on Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stipulated Dismissal	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Stipulated Judgment	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Default Judgment	8	0	0	0	0	0	0	0	1	0	1	0	0	0	0
Motion to Dismiss by the Defendant(s)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Summary Judgment	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	10	0	8	0	2	1	0	2	0						

Non-Jury (Bench) Trial Dispositions

Disposed After Trial Start (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Judgment Reached (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Bench (Non-Jury) Trial Dispositions	0														

Jury Trial Dispositions

Disposed After Trial Start (jury trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Verdict Reached	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0														

Protection Orders Dispositions

Denied without Hearing															
Granted without Hearing															
Denied with Hearing															
Granted with Hearing															
Total Protection Order Dispositions															

Grand Total Dispositions

	10	0	0	0	0	0	0	0	8	0	2	1	0	2	0
--	----	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Civil High Risk Orders Report

Court: DAYTON JUSTICE COURT Court ID: J031102

For Dates Between: 7/1/2021 And 7/31/2021

Caseload Worksheet

New Filings:	0
Reopened:	0

Disposition Worksheet

Other Manner of Disposition:	0
Voluntary Dismissal:	0
Involuntary Dismissal:	0
Transferred (before trial)	0
Denied Without Hearing:	0
Granted Without Hearing:	0
Denied With Hearing:	0
Granted With Hearing:	0

Statistics Worksheet

Extended High Risk P/O Granted:	0
Extended High Risk P/O Denied:	0
Extended High Risk P/O Other:	0
High Risk P/O Leo:	0
High Risk P/O Family:	0

Facilities Department

Effective maintenance is at the heart of everything the Facilities Department does. This includes everything from maintaining 100 year-old, historical buildings to managing new, state-of-the-art building projects. The Team manages roughly 75 sites, including parks, cemeteries, leased properties, public gathering/event areas, and other County-owned properties. The department is divided into three major areas: Custodial, Buildings and Grounds, and Parks.

The Facilities Department consist of 17 employees and located as follows:

1) Yerington office

- a) Director
- b) Building & Grounds Supervisor
 - i) 1- Maintenance Technician, 2- Sr. Building & Grounds Maintenance Workers & 1- Building & Grounds Maintenance Worker
- c) Custodial Supervisor
 - i) 5- Custodians (3 @ Yerington, 1 @ Silver Springs, 1 @ Dayton and a private contractor in Fernley)

2) Dayton Office

- a) Building, Grounds & Parks Supervisor
- b) Administration Assistant (part-time)
- c) 2- Sr. Park Maintenance Workers & 1- Sr. Buildings & Grounds Maintenance Worker
- d) Private contractor for the mowing of all grass areas in the County

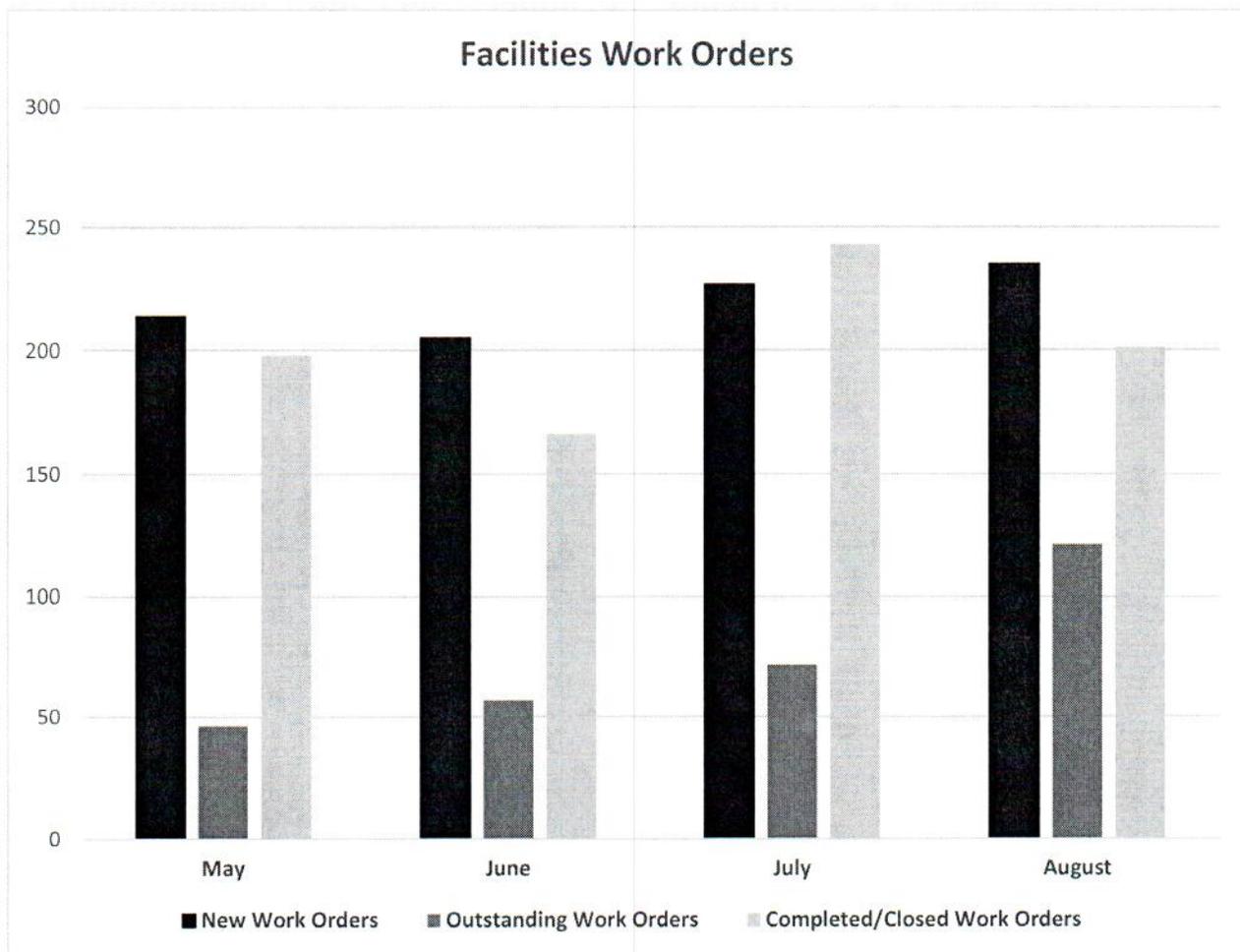
We are committed to keeping our properties running and looking well with the resources we have available. We take pride in our work and in our County and will continue to strive for excellence in maintaining its facilities.

Please contact me if you have any questions, concerns or want to learn more about our department.



Doug Homestead,
Facilities Director
775-781-0851

Facilities Work Orders	May	June	July	August
New Work Orders	214	205	227	235
Outstanding Work Orders	46	57	72	121
Completed/Closed Work Orders	198	166	243	201



*Note: Work Orders automatically become "Outstanding Work Orders" after 2 weeks even if it is for something that may be scheduled for later in the year.

*Note: We have been down one employee all month. New employee starts on 9/13/2021

**Facilities - Buildings, Grounds, Parks & Cemeteries
Work Orders
August 31, 2021**

SITE	WORK ORDERS	% of Work Orders
Dayton Cemetery	4	1.990%
Dayton Events Center	6	2.985%
Dayton Human Services	2	0.995%
Dayton JPO/Buildings & Grounds	10	4.975%
Dayton Justice Court	4	1.990%
Dayton Museum	4	1.990%
Dayton Senior Center/Library	14	6.965%
Dayton, Aquatic Park & Walking Trails	2	0.995%
Dayton, Lyon County Public Works	5	2.488%
Dayton, Mark Twain Sports Complex	4	1.990%
Dayton, Occidental Square	4	1.990%
Dayton, Our Park	16	7.960%
Dayton, Patriot/Rolling 'A' Parks	2	0.995%
Fernley Senior Center/Human Services	11	5.473%
Fernley, North County Library	1	0.498%
Fernley, Stephan W Lehman Complex	2	0.995%
Silver Springs Cemetery	2	0.995%
Silver Springs Community/Senior Center	11	5.473%
Silver Springs Government Center	4	1.990%
Silver Springs JPO	6	2.985%
Silver Springs Road Yard/Animal Shelter	8	3.980%
Silver Springs, Penny Park	3	1.493%
Silver Springs, Silver Stage Library	4	1.990%
Silver Springs, Silver Stage Park	5	2.488%
Smith Valley, Dressler Park	6	2.985%
Stagecoach Community Center	1	0.498%
Yerington Public Works Yard	1	0.498%
Yerington Senior Center	8	3.980%
Yerington, Lyon County Administration	6	2.985%
Yerington, Lyon County Fair Grounds	3	1.493%
Yerington, Lyon County Justice Complex	40	19.900%
Yerington, Old Courthouse	2	0.995%
TOTALS=	201	100.000%

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

12.a

Subject:

For Possible Action: Approve the August 19, 2021 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [August 19, 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: District Attorney Steve Rye and County Manager Jeff Page.

1. Roll Call

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

2. Invocation given by Betty Weiser of the United Methodist

Betty Weiser gave the invocation.

3. Pledge of Allegiance

4. Public Participation

Russ Wright thanked the Commissioners for moving their meetings to different locations.

Bill Miles questioned if there is an opportunity in the Opal Avenue area for a zoning change to allow the use of RV's.

Hudbay Mining representative Jerry Bustamante gave an introduction to the community.

Elaine St. John requested a full forensic audit from the past election. She gave her statement of the possible discrepancy. Her concern is if in the future there will be accurate elections.

5. For Possible Action: Review and adoption of agenda

Comm. Henderson moved to approve the agenda. Comm. Jacobson seconded and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 A.M. For Possible Action: Approve a resolution to transfer the unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA).

Nevada Rural Housing Authority representative Diane Arvizo gave the history and statistics of the program.

Comm. Henderson moved to approve a resolution to transfer the unused Private Activity Bond Cap (PABC) to the Nevada Rural Housing Authority (NRHA).

Comm. Jacobson seconded.

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

The motion passed 5-0.

7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Present Robert Bridges with retirement plaque. Robert Bridges has officially retired as of July 22 with over 30 years of public service.

Sheriff Frank Hunewill presented Robert Bridges with a retirement plaque with over 30 years of public service.

Robert Bridges thanked the Sheriff and the Commissioners.

The Board congratulated him for his accomplishments.

8. Commissioners/County Manager reports

Comm. Keller stated her disapproval of the masks mandates. She requested a resolution to address the COVID mandates.

Comm. Jacobson commented he visited the North Lyon County Fire District and with Shayla Holmes. He went to the Planning Commission, Debt Management, and the City of Fernley meetings.

Comm. Gray stated they have recently passed a resolution regarding the mask mandates and does not agree to use them.

Comm. Henderson thanked those in attendance for attending and reported he went to the Silver City Advisory Board meeting.

County Manager Jeff Page commented that the Fair and Rodeo for Lyon County begins today. The Waste Franchise Workshop is next week, along with the upcoming Masterplan Workshop with the Planning Commission. He reported the challenges with the mask mandates. By law, they are required to have the employees wear them not only to protect themselves, but also those they work with. He gave an update of the changes in locations in the Board of Commissioners meetings, and the live feed possibilities to host the meetings.

9. Elected Official's reports

9.a. Canal Township Justice Court - Canal Township Justice Court Statistics FY 20/21

Sheriff Frank Hunewill stated he cannot enforce the mask mandate, but he asked his staff to respect public places and wear them. He gave an update of staffing and workload.

Comm. Jacobson asked for the code enforcement report to include the other areas of Lyon County, such as Mound House.

Comm. Gray asked if there is a better process to get the abandoned vehicles towed.

Sheriff Frank Hunewill stated that there is a budget but isn't enough for all of them. Another issue is some tow companies won't take the vehicles.

10. Appointed Official's reports

Community Development Director Andrew Haskin reviewed the code enforcement report that he gave. He stated he will include other areas of Lyon County.

Comm. Gray asked to include open complaints in the report as well.

Jeff Page stated the software implantation will be finalized, and the next report should be more comprehensive.

Facilities Director Doug Homestead stated he has been asked if there is an interest in electric charging for cars.

Comm. Gray stated he has no interest to support it.

Comptroller Josh Foli gave a report that the building software is making progress. The Fair and Rodeo has made improvements with the facility.

Comm. Keller asked when the ballpark grass in Silver Springs can be used.

Doug Homestead asked for approximately a month before it can be used.

11. Advisory Board reports

Chairman of the Mound House Advisory Board, Melinda Cash, thanked the Board and Sheriff Hunewill for their efforts. She reported the increased speeding of vehicles in her area. She commented, Chief Harvey was able to do some clearing of weeds for fire safety. She stated they had a safety concern with mountain lions in their neighborhoods. They were able to meet in-person at the fire station to discuss this issue. She reported the issues with code enforcement in the area.

Dayton Valley Events Center Chairman Christie Fernquest gave an update that the board has met. They discussed an item to change the address of the Event Center. There has been a discrepancy of what it is. She asked for approval to move forward with it.

Comm. Keller recommended she follow up with County Manager Jeff Page.

Dayton Regional Advisory Board Chairman Gina Lee reported that Michael Johnson from code enforcement gave a presentation at their meeting. She thanked Comm. Gray for moving forward with the community center. She thanked Henderson for attending their meetings.

CONSENT AGENDA

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

Comm. Henderson seconded.

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

Comm. Jacobson thanked Shayla Holmes and her department for the work they do acquiring grants.

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 \$8,910.19 and Unsecured Factual Corrections totaled \$1,914.59.

13. For Possible Action: Approve County Commission Minutes

13.a. For Possible Action: Approve the August 05, 2021 minutes.

14. Contracts

14.a. For Possible Action: Approve a one-year contract for housing of Bureau of Indian Affairs (BIA) inmates in the detention facility and authorize the Sheriff to sign.

14.b. For Possible Action: Approve a Joint Funding Agreement with the US Geological Survey for \$12,935 for the continued operation and maintenance of the Carson River flow monitoring station at Six Mile Canyon Creek in Dayton. Funding will come from the Dayton Water Fund (David Bruketta).

14.c. For Possible Action: Approve contract with Four Star Rodeo Company in the amount of \$20,500 to operate the Rodeo event at the 2021 Lyon County Fair and Rodeo.

14.d. For Possible Action: Approve Task Order 114 with Farr West Engineering, in an amount not to exceed \$29,000, for GIS services to the Utilities Department for fiscal year 2022. Funding will come from the Dayton Water and Sewer Funds (David Bruketta).

14.e. For Possible Action: Approve Task Order 113 with Farr West Engineering, in an amount not to exceed \$30,000, for Water Rights services to the Utilities Department for fiscal year 2022. Funding will come from the Dayton Water Fund (David Bruketta).

15. Grants

15.a. For Possible Action: Accept grant award amendment from the State of Nevada, Aging and Disability Services Division (ADSD) increasing the amount to \$211,842.35, with an updated county match of \$16,890.00, to continue the Title III-C2 Nutrition, Home Delivered Meals Program in Lyon County.

15.b. For Possible Action: Accept grant award amendment from the State of Nevada, Aging and Disability Services Division (ADSD) increasing the amount to \$142,336.00, with an updated county match of \$25,121.00, to continue the Title III-C1 Congregate Meals Program in Lyon County.

15.c. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2022 in the amount of \$20,375.00, with county match of \$3,056.00, for Caregiver Support services.

15.d. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Division of Child & Family Services for FY2022, in the amount of \$17,293.00, with county match of \$5,764.00, for the Family Preservation Program.

15.e. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Division of Child & Family Services for FY2022, in the amount of \$21,896.00, with county match of \$7,299.00, for the Family Support Program.

15.f. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2022 in the amount of \$46,125.00, with county match of \$6,919.00, for Homemaker services.

15.g. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2022 in the amount of \$120,952, with county match of \$18,143, for Independent Living Transportation services.

15.h. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2022 in the amount of \$59,353.00, with county match of \$8,903, for Nevada Care Connection.

15.i. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Division of Child & Family Services for SFY2022, in the amount of \$138,032, for the Differential Response program.

16. Other Consent Items

16.a. For Possible Action: Approve revisions to Lyon County's DOT Drug and Alcohol Testing Policy.

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

- Cash Report 7-31-21

- Claims Report 7-16-21 to 7-31-21

The cash balance as of July 31, 2021 was \$78,411,088.20. County claims totaled \$1,142,158.22 and payroll totaled \$2,241,475.13.

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

- Travel Report 7-16-21 to 7-31-21

Travel claims total as of July 31, 2021 was \$2,030.32.

16.d. For Possible Action: Approve the remodel of the Dayton Justice Court courtroom to increase the size of the jury box in an amount not to exceed \$20,000, with funding to come from the court facility fees.

16.e. For Possible Action: Create one grant-funded additional Transportation Specialist position within the Human Services Department.

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

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

17. County Manager

17.a. For Possible Action: Discussion and review to consolidate the Citizen Advisory Board's to three boards, to be centrally located in the West, Central and South area of Lyon County.

County Manager Jeff Page gave a report of the amount of the existing boards. He stated it does have its challenges to have so many of them. There are requirements to train and monitor the boards. Staff is requested to occasionally attend the meetings, making it more difficult with the amount of them. He commented he has received comments of the opposition of consolidating them. He reported it is difficult to attend meetings when they are the same night.

Comm. Keller stated it has been difficult filling the boards and having participation from the members. She spoke with several members and heard their concerns. A discussion was to have them work together rather than to consolidate them. She stated it is an issue to have them meeting on the same night.

Jeff Page stated an issue is the timing prior to the meeting of the Planning Commission.

Comm. Henderson is opposed to this proposal, as there are unique communities. He requested, at the Planning Workshop, to address the process of obtaining the information from staff to the CABs. He agreed having the meetings at the same night is an issue.

Comm. Jacobson asked if it could be better organized between the boards to coordinate time with staff

Comm. Gray stated he hasn't seen a sufficient amount of reports or minutes from the CAB's.

Erin Lopez clarified the report process and how the CAB's are to report to the boards. It's by a report and not minutes. She stated there has been difficulty communicating with the boards and scheduling training.

Comm. Keller opened the meeting for public comment.

Public Comment:

Christie Fernquest stated her gratitude to Erin Lopez.

Russ Wright stated the advisory boards are a valuable asset. He stated to give the Liaison a structure to facilitate or enforce the volunteers to their job.

Ryan McIntosh gave his comment of challenges for the Fire Department to be present at the many board meetings to communicate the information needed. He is in favor of consolidating the boards. It would help facilitate the process.

Melinda Cash commented she is trying to be compliant with the requirements. She is not in favor of the Gmail process. She gave her testament of the importance of the boards. She wants a larger audio recorder.

David Ray stated he sends in emails as reports. The community has reported they are not in favor of consolidating. He wants a 5 person board. He stated the public does not want to attend meetings virtually.

Gina Lee is concerned if this was approved, how the boards would have the understanding of different areas. She is concerned the public will stop participating. She reported they are in agreement to move her board to another night.

Mandi Brinnand stated she is in favor of keeping them the way they are.

Jeff Page commented the Commissioners are in charge of formulating the makeup of the consolidating. A concern to consider is the timing of the Planning Commission and the Citizen Advisory Boards.

Comm. Keller stated the boards could meet the same night.

Jeff Page stated it has been difficult to get the boards to meet together.

Comm. Henderson stated he is not in favor of consolidation.

Planner Rob Pyzel stated he agreed it is difficult to attend all the meetings as they are. He addressed how it could be helpful for the CAB's to see Lyon County as a whole. He asked the Board to consider the item.

Comm. Gray moved to not consolidate the Citizen Advisory Board's to three boards.

Comm. Henderson seconded.

The motion passed 5-0.

17.b. For Possible Action: To direct the County Manager and Community Development Director to place on the September 14, 2021 Planning Commission and County Commission Workshop agenda to address the 2020 Master Plan Update and proposed ordinances amending 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

Chapter 349 Planned Unit Development (PUD) amending the calculation of allowable residential density based on net acreage to gross density

Chapter 203 Variances amending the authority of the final decision on a major variance application from the Planning Commission to the Board of Commissioners.

County Manager Jeff Page stated there is an administrative process to advertise the proposed ordinances for a public hearing. Before the advertisement, it was requested for this to be added to the Planning Workshop, and this would need to be added to that agenda prior to it being advertised.

Comm. Jacobson stated his concern is the future, and this to be completed accordingly with a workshop with an outside entity.

Comm. Gray expressed his belief of the burden to the taxpayers, urban settings and the desire of the community.

Comm. Hockaday stated the Board isn't responsible to an outside entity, it is important to have these discussions for the community.

Comm. Keller stated she is in support of the workshop to include the items or not.

Comm. Gray moved to direct the County Manager and the Community Development Director to place onto the next regular agenda, 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, Chapter 349 Planned Unit Development (PUD) amending the calculation of allowable residential density based on net acreage to gross density, and Chapter 203 Variances amending the authority of the final decision on a major variance application from the Planning Commission to the Board of Commissioners, and to conduct a Planning Commission/County Commission Workshop on September 14, 2021.

There was deliberation on the clarity of the motion. District Attorney Steve Rye commented from his understanding, the agenda item is whether to include the ordinances in the Workshop.

Comm. Gray amended his motion to not direct the County Manager and Community Development Director to place on the September 14, 2021 Planning Commission and County Commission Workshop agenda addressing the 2020 Master Plan update, but to have the 3 proposed ordinances on the next regularly scheduled Board of Commissioners meeting.

Comm. Hockaday seconded.

Comm. Keller stated there will be a workshop and the motion is to not include the proposed ordinances.

Comm. Henderson did not agree to not include them.

Comm. Jacobson is opposed to the motion and feels it is not transparent and gives everyone opportunity to learn and the public to be heard.

Comm. Keller commented it will be an open discussion because it will be a hearing before the board. She opened the meeting for public comment.

Public Comment:

Planner Rob Pyzel commented the Board may want to consider having a discussion with the Planning Commission and the community on their thoughts of the proposed ordinances.

Russ Wright questioned if these ordinances are part of the Master Plan update. He stated he sees no reason not to include this in the workshop.

Comm. Keller closed public comment.

The motion passed 3-2, with Comm. Henderson and Comm. Jacobson opposed.

18. Comptroller

18.a. For Possible Action: Discussion and approval of a plan to allocate American Rescue Plan Act (ARPA) funding.

Comptroller Josh Foli reviewed the requirements and process to use COVID-19 funds. He detailed some options available for funding.

Comm. Jacobson asked the status of the bid for the Utilities projects in Dayton.

Utilities Directory David Bruketta stated the bids in his department are going out this year.

Comm. Gray asked would it be a better option with the infrastructure Bill.

Josh Foli answered the Bill needs to be evaluated before he can give an estimation.

Comm. Henderson asked to delay those funds and move forward the others until this situation is resolved.

Josh Foli stated if there is a variance on the virus or situation could change the outcome. He reviewed the internet capabilities within Lyon County and broadband funding.

Comm. Gray stated there is a need for an additional ambulance because they have a slower turnaround time to get the rig back into service. He requested to add this to the projects for the fire districts.

Comm. Henderson questioned if outdoor recreational facilities could be added. He is in favor of the mortgage or rent aid and food banks.

Comm. Gray requested a bathroom in the park.

Comm. Henderson asked to look at a hotspot in Silver City.

Comm. Keller opened the meeting for public comment.

Public Comment:

Ryan McIntosh stated the special districts need the County's help to obtain funding. He gave a report of their needs.

Josh Foli recommended for the board to table the item into the next meeting. He will review the requests given from the Board and will come back for options at the next meeting.

Comm. Keller agreed to table the item to the next meeting.

19. Human Services

19.a. For Possible Action: Presentation of the Lyon County 2020 Point in Time County, Homeless outreach event, and homelessness trends in Lyon County.

Human Services Director Shayla Holmes reported local issues/trends and possible solutions.

Heather Benson gave a presentation of the Point in Time Count, information regarding local homeless outreach efforts, and homelessness trends in Lyon County.

19.b. For Possible Action: Approve the inter-local contract for Child Protective Services between Nevada Department of Health and Human Services, Division of Child and Family Services, and Lyon County in the amount of \$856,989 for FY22 and \$863,524 for FY23, with \$102,140 to be funded from a FY22 contingency transfer.

Comptroller Josh Foli reported the amount budgeted for was changed because the legislature changed the final bill after we had already budgeted based on a previous estimate.

Comm. Henderson moved to approve the inter-local contract for Child Protective Services between Nevada Department of Health and Human Services, Division of Child and Family Services, and Lyon County in the amount of \$856,989 for FY22 and \$863,524 for FY23, with \$102,140 to be funded from a FY22 contingency transfer.

Comm. Jacobson seconded.

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

The motion passed 5-0.

20. Other

20.a. For Possible Action: Approve Brent Kolvet on the panel of Judges Pro Tems for the Canal Township Justice Court.

Comm. Jacobson moved to approve Brent Kolvet on the panel of Judges Pro Tem for the Canal Township Justice Court.

Comm. Henderson seconded.

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

The motion passed 5-0.

RECESS TO RECONVENE AS SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

21. Public Participation

There was none given.

22. Comptroller

22.a. For Possible Action: Approve a resolution setting the new monthly sewer rates within the Silver Springs General Improvement District.

Comm. Gray moved to approve a resolution setting the new monthly sewer rates within the Silver Springs General Improvement District.

Comm. Keller seconded.

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

The motion passed 5-0.

23. Time Certain

23.a. Time Certain for 10:00 AM: Public Hearing on Proposed Sewer Rates for the Silver Springs General Improvement District

Comptroller Josh Foli stated this is the first rate increase since 2009. New rates are being proposed to keep up with increased costs of operations. The existing rate is \$20.00 per month per Equivalent Dwelling Unit.

Comm. Keller stated the Silver Springs area was in support.

Comm. Gray and Comm. Jacobson stated the rates were very reasonable.

Comm. Keller opened the meeting for public comment, there was none, and she closed the hearing.

24. Public Participation

There was none given.

25. For Possible Action: Review and Accept Claims and Financial Report

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

- Cash Report 7-31-21

- Claims Report 7-16-21 to 7-31-21

Comm. Gray moved to accept claims and financial report.

Comm. Henderson seconded.

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

The motion passed 5-0.

The cash balance as of July 31, 2021 was \$3,373,910.83. County claims totaled \$7,233.46 and payroll totaled \$0.

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

26. Agenda Requests

Comm. Gray to have the child care be updated.

27. Commissioner Comments

Comm. Jacobson questioned if there is a clock that could be used for public participation.

The Commissioners thanked staff for moving the meeting.

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

There was a closed session.

29. Public Participation

There was none.

30. 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: September 2, 2021

Agenda Item Number:

13.a

Subject:

For Possible Action: Approve Request for Extension and Meal Price Adjustment from Trinity Services Group. Contract shall run from July 1, 2021 to June 30, 2022. Agreement states prices are to be adjusted annually by an amount equal to the change in the Bureau of Labor Statistics Consumer Price Index. The data reflects a 3.7% increase.

Summary:

Lyon County Sheriff's Office has been operating under contract with Trinity Services Group for Inmate Food Service. We have been under contract for a number of years with the company. This is annual renewal agreement reflecting a price increase. Prices are based on an average daily count. Trinity Services is proposing a 3.7% increase for the next year.

Financial Department Comments:

This will be an increase of approximately \$10,000 per year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Request for Extension and Meal Price Adjustment from Trinity Services Group.

ATTACHMENTS

- - [Trinity services 2021](#)
- - [Lyon Co NV 2021 Price Adjustment](#)
- - [US Bureau of Labor Statics Table](#)



May 3, 2021

Lyon County Sheriff's Office
Attn: Sheriff Frank Hunewill
911 Harvey Way #1
Yerington, Nevada 89477

CONFIRMATION COPY

Re: Inmate Food Service - Request for Extension and Meal Price Adjustment

Dear Sheriff Hunewill:

It has been an honor and a pleasure to provide inmate and staff food services at the Lyon County Sheriff's Office. Please accept this correspondence as Trinity's intent to extend our Agreement for another year through June 30, 2022.

As you will recall, our Agreement calls for prices to be adjusted annually effective on the anniversary date of the Agreement, July 1st, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Food Away From Home. The data reflected an increase of 3.7% which is below the 4% cap set out in the Agreement. I have enclosed a copy of the relevant CPI data. Based on a 3.7% adjustment, I have prepared the enclosed new meal price scale which will go into effect on July 1, 2021.

Assuming this meets with your approval, please sign and return to our office the enclosed confirmation copy of this letter. Of course, if you have any questions regarding the adjustment, please feel free to contact me.

Thank you again for your continued business. We always strive to exceed our client's expectations and if there are ever any questions or concerns regarding food service at your office, or if I can otherwise ever be of service, please do not hesitate to contact me.

Very truly yours,

Kelley Kichenmaster
District Manager
775-221-6085
Kelley.kichenmaster@trinityservicesgroup.com

Approved:

By: _____

Name: _____

Title: _____

Date: _____



TRINITY SERVICES
GROUP, INC.

LYON COUNTY SHERIFF'S OFFICE
MEAL PRICE SCALE
JULY 1, 2021

<u>Weekly Inmate ADP</u>	<u>Price per Meal</u>
35 – 39	\$6.478
40 – 44	\$5.787
45 – 49	\$5.249
50 – 54	\$4.819
55 – 59	\$4.467
60 – 64	\$4.175
65 – 69	\$3.926
70 – 74	\$3.713
75 – 79	\$3.529
80 – 84	\$3.369
85 – 89	\$3.227
90 – 94	\$3.103
95 – 99	\$2.994
100 – 104	\$2.895
105 – 109	\$2.807
110 – 114	\$2.725
115 – 119	\$2.652
120 – 124	\$2.584
125 – 129	\$2.523
130 – 134	\$2.465
135 and more	\$2.412

Prices do not include any applicable sales tax.



May 3, 2021

Lyon County Sheriff's Office
Attn: Sheriff Frank Hunewill
911 Harvey Way #1
Yerington, Nevada 89477

Re: Inmate Food Service - Request for Extension and Meal Price Adjustment

Dear Sheriff Hunewill:

It has been an honor and a pleasure to provide inmate and staff food services at the Lyon County Sheriff's Office. Please accept this correspondence as Trinity's intent to extend our Agreement for another year through June 30, 2022.

As you will recall, our Agreement calls for prices to be adjusted annually effective on the anniversary date of the Agreement, July 1st, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Food Away From Home. The data reflected an increase of 3.7% which is below the 4% cap set out in the Agreement. I have enclosed a copy of the relevant CPI data. Based on a 3.7% adjustment, I have prepared the enclosed new meal price scale which will go into effect on July 1, 2021.

Assuming this meets with your approval, please sign and return to our office the enclosed confirmation copy of this letter. Of course, if you have any questions regarding the adjustment, please feel free to contact me.

Thank you again for your continued business. We always strive to exceed our client's expectations and if there are ever any questions or concerns regarding food service at your office, or if I can otherwise ever be of service, please do not hesitate to contact me.

Very truly yours,

Kelley Kichenmaster
District Manager
775-221-6085
Kelley.kichenmaster@trinityservicesgroup.com

Approved:

By: _____

Name: _____

Title: _____

Date: _____



TRINITY SERVICES
GROUP, INC.

LYON COUNTY SHERIFF'S OFFICE
MEAL PRICE SCALE
JULY 1, 2021

<u>Weekly Inmate ADP</u>	<u>Price per Meal</u>
35 – 39	\$6.478
40 – 44	\$5.787
45 – 49	\$5.249
50 – 54	\$4.819
55 – 59	\$4.467
60 – 64	\$4.175
65 – 69	\$3.926
70 – 74	\$3.713
75 – 79	\$3.529
80 – 84	\$3.369
85 – 89	\$3.227
90 – 94	\$3.103
95 – 99	\$2.994
100 – 104	\$2.895
105 – 109	\$2.807
110 – 114	\$2.725
115 – 119	\$2.652
120 – 124	\$2.584
125 – 129	\$2.523
130 – 134	\$2.465
135 and more	\$2.412

Prices do not include any applicable sales tax.



June 10, 2019

Lyon County Sheriff's Office
Sheriff Frank Hunewill
911 Harvey Way #1
Yerington, Nevada 89477

CONFIRMATION COPY

Re: Inmate Food Service - Request for Extension and Meal Price Adjustment

Dear Sheriff Hunewill:

It has been an honor and a pleasure to provide inmate and staff food services at the Lyon County Sheriff's Office. Please accept this correspondence as Trinity's intent to extend our Agreement for another year through June 30, 2020.

As you will recall, our Agreement calls for prices to be adjusted annually effective on the anniversary date of the Agreement, July 1st, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Food Away From Home. The data reflected an increase of 3.0% which is below the 4% cap set out in the Agreement. I have enclosed a copy of the relevant CPI data. Based on a 3.0% adjustment, I have prepared the enclosed new meal price scale which will go into effect on July 1, 2018.

Assuming this meets with your approval, please sign and return to our office the enclosed confirmation copy of this letter. Of course, if you have any questions regarding the adjustment, please feel free to contact our District Manager Mark Horneffer. You can reach Mr. Horneffer by phone at 520-904-4048 or by email at mark.horneffer@trinityservicesgroup.com.

Thank you again for your continued business. We always strive to exceed our client's expectations and if there are ever any questions or concerns regarding food service at your office, or if I can otherwise ever be of service, please do not hesitate to contact me.

Very truly yours,

David Miller, Chief Operating Officer

Approved:

By: _____

Name: _____

Title: _____

Date: _____



TRINITY SERVICES
GROUP, INC.

LYON COUNTY SHERIFF'S OFFICE
MEAL PRICE SCALE
JULY 1, 2019

<u>Weekly Inmate ADP</u>	<u>Price per Meal</u>
35 – 39	\$6.065
40 – 44	\$5.418
45 – 49	\$4.915
50 – 54	\$4.512
55 – 59	\$4.183
60 – 64	\$3.909
65 – 69	\$3.676
70 – 74	\$3.477
75 – 79	\$3.304
80 – 84	\$3.154
85 – 89	\$3.021
90 – 94	\$2.905
95 – 99	\$2.803
100 – 104	\$2.711
105 – 109	\$2.628
110 – 114	\$2.551
115 – 119	\$2.483
120 – 124	\$2.419
125 – 129	\$2.362
130 – 134	\$2.308
135 and more	\$2.258

Prices do not include any applicable sales tax.

Databases, Tables & Calculators by Subject

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Data extracted on: April 10, 2019 (9:49:17 AM)

CPI-All Urban Consumers (Current Series)

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [XLS](#) [HTML](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887											

12-Month Percent Change

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [XLS](#) [HTML](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	2.0	2.2	2.3	2.2	2.2	2.2	2.4	2.5	2.7	2.8	2.9	3.0	2.2	2.7
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0											

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RESOURCES

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 Budget and Performance
 No Fear Act
 USA.gov
 Benefits.gov



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

13.b

Subject:

For Possible Action: Approve Commissary Agreement with Summit Food Service for commissary services in the Lyon County Detention Facility. No cost to Lyon County. Lyon County Sheriff's Office wishes to change commissary providers. The Contract would begin October 4, 2021 and run until October 3, 2022.

Summary:

The Lyon County Sheriff's Office wishes to change commissary vendors in the detention facility. There is no cost associated with making the switch to Summit Food Service. Summit will provide a better service the current provider we have been using.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Commissary Agreement with Summit Food Service for commissary services in the Lyon County Detention Facility. No cost to Lyon County.

ATTACHMENTS

- - [Lyon County - Summit Contract](#)
- - [Summit Binder](#)

COMMISSARY PARTNERSHIP AGREEMENT

This Commissary Agreement is made and entered into by and between Lyon County a Nevada Government Entity ("Client") and Summit Food Service a New Mexico Limited Liability Company ("Company") (collectively "the Parties").

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Commissary Services at the Premises.
- 1.2 This Agreement shall commence on October 4th, 2021 (the "Commencement Date") or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through October 3rd, 2022. The Agreement shall automatically renew for additional one-year terms unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. Accounting Period. Company's accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Commissary Service Partnership Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.
- 2.3. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.4. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.5. PCI Standards. All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.6. Premises. The Client's facility (ies) located at 911 Harvey Lane Yerington, NV 89447
- 2.7. Products. Food, beverages, goods, merchandise, and supplies.
- 2.8. Proprietary, Confidential and Trade Secret Information. Items used in Company Commissary Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.9. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.

- 2.10. Utilities and Amenities. All utilities reasonably requested by Company to provide Commissary Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

3. COMMISSARY SERVICES

3.1 Company Responsibilities. Company agrees to perform the following responsibilities:

- A. Company shall operate and manage Commissary services hereunder in a professional manner and supply with merchandise of good quality.
- B. Company agrees to comply with all local, state and federal laws and regulations governing the operation of the commissary.
- C. All persons employed by Company will be the employees of Company and not of Client. Company, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of local, state or federal laws. Company will comply with applicable local, state and federal laws and regulations pertaining to the wages and hours of employment.
- D. Company agrees to supply the client at no cost a commissary system as required to perform the tasks required, provided the commissary system will remain Company property after Termination of the Agreement. As part of the commissary system, Company shall provide one lobby kiosks, and one booking deposit kiosks. Company will also provide software updates as they become available. Any training required by the installation of software enhancements will be provided by Company at no cost.
- E. Company shall work with Client to maintain conditions of sanitation and cleanliness.

3.2 Client's Responsibilities. Client agrees to perform the following responsibilities:

- A. Client shall, without cost to Company, provide Company with the necessary space for the operation of Services, and shall furnish, without cost to Company, all utilities, facilities, equipment and security for Company personnel for the efficient performance of this Agreement including, but not limited to, the following: lights, electric current, heat, refrigeration, garbage removal services, exterminator services, telephone services, internet access and facsimile services. Client shall also be responsible for the costs of wiring or rewiring and hooking up kiosks, computers or software systems or local area networks used in the operation of the Commissary program or its connection to Client's accounting system.
- B. At its own expense, Client will maintain, repair, replace, and keep in safe operating condition said utilities, facilities and equipment, such that no Company employee is exposed to or subjected to any unsafe situation that would violate the Occupational Safety and Health Act ("OSHA") or any other similar federal, state or local law or regulation. Company shall have the right to effect equipment repairs or replacements at Client's expense if, within a reasonable amount of time after receiving notice, Client fails to make necessary repairs or replacement to essential equipment that becomes

inoperative, hazardous or inefficient to operate or interferes with Company' ability to provide Services in a safe and sanitary manner. Company shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section and shall retain title to equipment purchased hereunder. Once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.

- C. Any change or addition requested by the Client to modify the commissary software that is specific to this location shall be paid for by the Client. Any costs incurred by Company for travel for training for the Client specific modifications shall be paid for by the Client.
- D. The Client represents and warrants that it has and will maintain all required licenses and permits, necessary to operate the Premises. The Client represents and warrants that the Premises is in compliance and will remain in compliance with local, state, and federal laws and regulations. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.
- E. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the premises.
- F. Company shall provide all services and technology as described in their proposal, with this proposal serving as an Exhibit of the contract.

4. EMPLOYEES

- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client.
- 4.2. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.3. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.4. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.

- 4.5. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company, and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

- 5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises.
- 5.2 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Commissary Service and to ensure compliance with Governmental Rules.
- 5.3 Computer Equipment.
- A. Internet Access. If Company is to implement a point-of-sale system, Client shall either allow Company to use Client's point-of-sale- system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Company to install and maintain its own POS System. Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the Commissary service office, workstations (if any) and Company's network. Company will provide an on-site server and the accompanying monthly security upgrades.
- B. Software. Company will license products, software and maintenance for use in providing services in accordance with this Agreement. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.
- C. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise and services in the Commissary Service operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses computers, software, network equipment ("Systems") or other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Company for the acquisition of Systems that sufficiently meet the requirements of current

PCI Data Security Standards. In that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

6. TAXES

6.1 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Commissary Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Commissary Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

A. Company shall be entitled to retain amounts paid in conjunction with services provided to the Commissary and Online Sales. In exchange, Company will pay Client a monthly Commission in the amount of thirty-five percent (35%) of Net Sales. Net Sales shall be defined as Gross Sales minus Sales Tax minus applicable processing, mail and administrative fees.

B. Company shall charge the following administrative fees to inmates/depositors:

Fee Type	Fee Amount
Debit Time Fee	\$.80
Cash Deposit	\$3.25
Credit/Debit Card	Greater of \$3.25 or 10%

C. Company shall provide the Client monthly an operating statement which shall detail the revenue based on the operation of the commissary.

D. Company and Client shall review the costs for service on no less than an annual basis to determine adjustments in operating costs. Company reserves the right to adjust the retail prices on the commissary price list to reflect any increase in cost, and to ensure the financial objectives of this Agreement.

E. Any equipment purchases necessary for the operation shall be billed back to the Client.

7.2 Payments Due and Late Payment Penalty. Company shall issue an invoice at the end of each Month showing any amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.

7.3 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.

7.4 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Commissary Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.7.5 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

8. TERMINATION OF THE AGREEMENT.

- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice.

Provided, however, that Client agrees to provide Company ninety (90) days' notice before filing a petition for bankruptcy.

- 8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than ninety (90) days prior to the effective date of termination.
- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Commissary Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Commissary Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. Company Insurance. Company shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of two million dollars (\$2,000,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to

the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.

- 9.2 Indemnification. Each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.
 - B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

10. GENERAL AGREEMENT TERMS

- 10.1 Confidentiality. Except as required by Nevada Revised Statutes, neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.
- 10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.
- 10.3 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be,

employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.

- 10.4 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:

Client
Lyon County Jail
911 Harvey Lane
Yerington, NV 89447

Company
Summit Food Service, LLC
500 East 52nd Street
Sioux Falls, SD 57104

- 10.5 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.6 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.7 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Commissary Services.
- 10.8 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.9 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Nevada State law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Nevada. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.

- 10.10 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Commissary Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.12 Authority. Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

CLIENT
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

COMPANY
 Signature: _____
 Name: _____
 Title: _____
 Date: _____



Lyon County Detention Center

**Inmate Commissary
Services**

March 12, 2021
911 Harvey Ln
Yerington, NV 89447

TABLE OF CONTENTS

Cover Letter	03
Statement of Pricing & Costs	04
Executive Summary	06
Your Summit Team	11
References	14
Your Customized Program	15
Billing & Accounting	19
Technology & Other Services	25
Sample Commissary Menus	30
Thank You	32

Statement of Confidentiality

This proposal is submitted to Lyon County for use in evaluating Summit as a Commissary Services Provider. This proposal contains information that is confidential and proprietary in nature. All pages are marked individually and are only to be utilized for fulfilling the terms of this agreement.

Lyon County shall not duplicate, use or disclose in whole or in part any materials containing such information for any purpose except for use in the procurement process without prior written consent. This proposal and all information are guaranteed for ninety (90) days.

February 24, 2021

Lyon County Detention Center
 Attn: Captain Shawn Clanton
 911 Harvey Lane
 Yerington, NV 89447



Dear Lyon County Evaluation Team,

Summit is pleased to submit our proposal for commissary services at the Lyon County Detention Center. We propose a comprehensive program that meets the quality and support needs for your commissary program. Our team's experience, vast knowledge and local support and technical expertise will ensure we have a successful and long-term partnership.

For your program, we are proposing the following high value approaches:

Customer Service driven Commissary program that is responsive to Lyon County Detention Center needs. Summit is proud to offer Lyon County a 35% Commission rate on Commissary and Online sales.

Commissary, Online & indigent orders filled with 99%+ accuracy from our Salt Lake Warehouse.

Deposit services that post to inmate accounts in real time, with brand new, highly functional lobby & booking deposit machines. A commissary program that brings you the right amount of technology and innovation with excellent integration with your existing technology partners.

Ability to interface with any JMS provider without charge or service fee from Summit.

Ability to interface with phone providers to facilitate Commissary ordering by phone, kiosk or tablet without charge or service fee from Summit.

The contact persons for this proposal process are:

Brian Clark, Business Development Director | brian.clark@summitfoodservice.com | 303.931.7441

Chris Davis, Managing Director of Growth | chris.davis@summitfoodservice.com | 941.404.0294

The following representative is authorized to commit Summit to the proposal and any contractual agreement.

Marlin C. Sejnoha Jr., President & CEO | marlin.sejnoha@summitfoodservice.com | 605.335.0825.

All information contained in this proposal is true and complete to the best of my knowledge.

Summit appreciates the opportunity to provide a very crucial service in the daily operations of your facilities and looks forward to implementing an industry leading commissary management program.

Marlin C. Sejnoha, Jr.
 President and CEO - Summit

500 East 52nd Street North | Sioux Falls, SD 57104 | 605.310.4950 Mobile |
 Marlin.Sejnoha@summitfoodservice.com

01

Statement of Pricing and Costs

Summit will comply with all Federal and State laws, pay all applicable taxes and will hold the client harmless as a result of any violation throughout the life of the agreement. In addition, Summit agrees to maintain a fair pricing structure for all commissary goods sold.

Summit Offers Lyon County

35% COMMISSION ON ALL COMMISSARY AND ONLINE NET SALES

Net Sales is defined as Total Gross Sales minus sales tax, postal products, credits and any other items sold at no mark-up or at cost. Commissions will be paid in accordance to the requirements throughout the duration of the contract.

Commissary Fee Structure

LOBBY KIOSK DEPOSITS

\$3.25 Cash Deposits.

\$3.25 or 10%, whichever is greater for Credit/Debit Card Deposits.

WEB DEPOSITS

10% fee for Credit/Debit Card Deposits.

DEBIT PHONE TIME PURCHASE

\$0.80 fee phone time purchase.

Example: Inmate purchases \$10 phone time. Their account is deducted \$10.80. Any unused phone time will be credited to the inmate at time of release.

INMATE DEBIT CARDS

Zero fee to load and fund the card for the inmate and the facility. The inmate has 72 hours to use the card with no weekly maintenance fee.

BONDS

Zero fee for Cash Bonds.

10% fee for Credit/Debit Card Bonds.

JAILATM.COM

\$4.99 fee for Care Pack Purchases.

02

Executive Summary

Our commitment to this partnership includes the following key objectives:

» Inmate Banking Management System: A full-service commissary program which encompasses inmate banking, a lobby kiosk and a booking manager kiosk. Our inmate trust fund banking software, Lockdown™ is provided at NO COST to your facility. Lockdown™ is the most user friendly and intuitive software system in the correction marketplace and is currently being operated in over 570 correctional facilities today.

» Summit will provide a lobby Kiosks for deposits. A safe and secure way for family and friends to deposit funds into an inmate account. These units have encrypted card readers to ensure customer security and MEI casino-grade bill acceptors which will reject counterfeit bills. Receipts are printed for all transactions.

» The Lockdown™ banking software will have a complete integration capability with your JMS. This will track the inmate's identification number and housing location. This interface will eliminate jail staff having to double-enter inmate information into the JMS and Inmate Banking Software.

» Lockdown™ ensures that financial data cannot be altered without corresponding audit trails that is always accessible.

» Our skilled customer support staff and technicians are available 24/7, when you need them most. The automated FIX-IT-FAST button is also there to help you easily troubleshoot issues within the system.

» Summit provides quality, in-date Commissary products and will work with administration to offer options for inmates. Summit offers name brand products, while maintaining a fair market price.

» Corporate team support in the form of our Warehouse Manager, Joseph Allem and Regional Director, Glen Johnson. Joe and Glen will continually provide communication and solicit feedback on the performance of the commissary operation.

» Summit can facilitate the use of inmate debit release cards at no cost to the County. Inmates can obtain their funds at no charge to them in the first 72 hours of release and Lyon County has an easy way to release inmates without having to write checks for small amounts.

» Automated Phone Ordering: Inmates will have the opportunity to order by phone, check account balances and purchase phone time. Summit will provide an interface with the phone provider for inmates to order commissary by phone and/or by kiosk or tablet.

» Swipe at Booking: Inmates can swipe a Credit or Debit Card to store on their Lockdown™ bank account. It can be utilized for phone and commissary purchases, or to pay a bond.

» Booking Manager Kiosk: A safe and secure way for correctional staff in booking to deposit funds into an inmate account during the booking process. Summit will provide booking kiosks for the facility Intake area and Lyon County staff takes their funds to the bank at their convenience.

» Installation and Training: Summit will install and fully train facility staff on the Lockdown™ Inmate Banking Software and kiosks. Summit will provide customer support 24 hours a day, 7 days a week and 365 days a year. Training will be ongoing and unlimited.

» Web Deposits/Online Family Ordering: Family and Friends will be able to deposit money into an inmate account or place a commissary web order on JailATM.com. Any monies deposited into an inmate account will be available to the inmate in real time. All commissary web orders will be delivered with regular commissary deliveries.

» Summit will provide inmate welcome packs with contents decided upon by Lyon County Detention Staff, as well as provide weekly indigent necessities for inmates to order, with indigent criteria determined by Lyon County Detention Staff.

EXECUTIVE SUMMARY

About Summit

Summit is one of the nation's largest correctional managed services providers serving some of the largest metropolitan correctional facilities in the country including Cook County in Chicago, Wayne County in Detroit, St. Louis City and County, Jefferson Parish & Orleans Parish. Our thoughtful, efficient, and client-focused approach awards us the great pleasure to provide food and commissary service to positively impact over 600 corrections-based organizations in 40 US states, including the operation of multiple regional commissary fulfillment centers and have a team of more than 2,250 dedicated team members nationwide to serve our client partners and onsite customers. Summit's experience and expertise is unique that our history and growth comes from operating a variety of different food, commissary and retail service operations. This diverse experience within multiple environments, along with our dedication to creating a great experience to those we serve, makes Summit the best qualified managed services partner for our esteemed corrections clients.

About Elior North America

Summit is a proud member of Elior North America: a family of companies, offering foodservice management and catering to several industry segments business dining, cultural destinations, education, healthcare, senior nutrition, and

corrections. Made up of more than 19,000 team members serving more than 1,500 client accounts across the United States, the Elior North America family of companies is committed to strengthening our position in the middle market through culinary innovation, exemplary service and a "local supported by global" approach to serving our customers. With combined revenues of more than \$1.4 Billion, Elior North America is among the top five contract dining service companies in North America and is part of the leading European contract catering firm, Elior Group.

Small Business Service with Global Resources

Together, Summit and Elior brought the best of corrections services together under one umbrella. Six established and respected regional companies (ABL, A'viands, CBM Managed Services, CFM, Summit and Valley) were combined under the Summit name to bring a collective wealth of over 30 years of corrections food and commissary experience. You get the backing and resources of an extra-large company with Elior North America, but the hands-on attention of the experienced, corrections-focused team at Summit. It's truly the best of both worlds!



SUMMIT BY THE NUMBERS

2,250+ team members nationwide

600+ corrections-based organizations served

30+ years in corrections as a company

200+ years of experience in corrections on our senior management team alone!

Over **500** products stocked at our **6** commissary warehouses across the country

14,000 commissary orders processed each week

Plus **340,000+** inmate meals served daily

That's over **125 million** meals each year!

And over **80** officer and staff dining programs

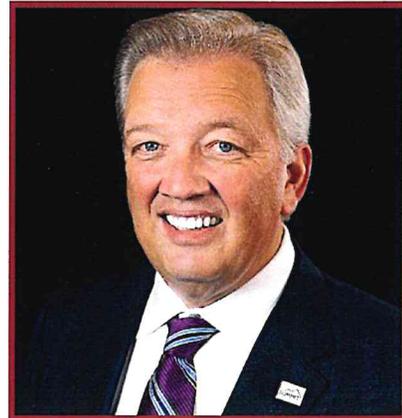
Our COMMITMENT to You

Summit strives to be the absolute BEST provider in corrections through delivering on our promises, providing unmatched service, and continually exceeding your expectations. Our commitment to you is strong with every member of our team, and always starts at the top. Summit's President and CEO, Marlin Sejnoha, Jr., is a phone call or an email away, any time, any day to ensure that YOU are getting the best service possible.

The Summit team is empowered to make the right decisions to earn your business and provide you the best service every day. If you need anything, at any time, please give me a call.

I'll take care of it.

**We look forward to
the opportunity to
partner with you!**



Marlin C. Sejnoha, Jr.

President & CEO

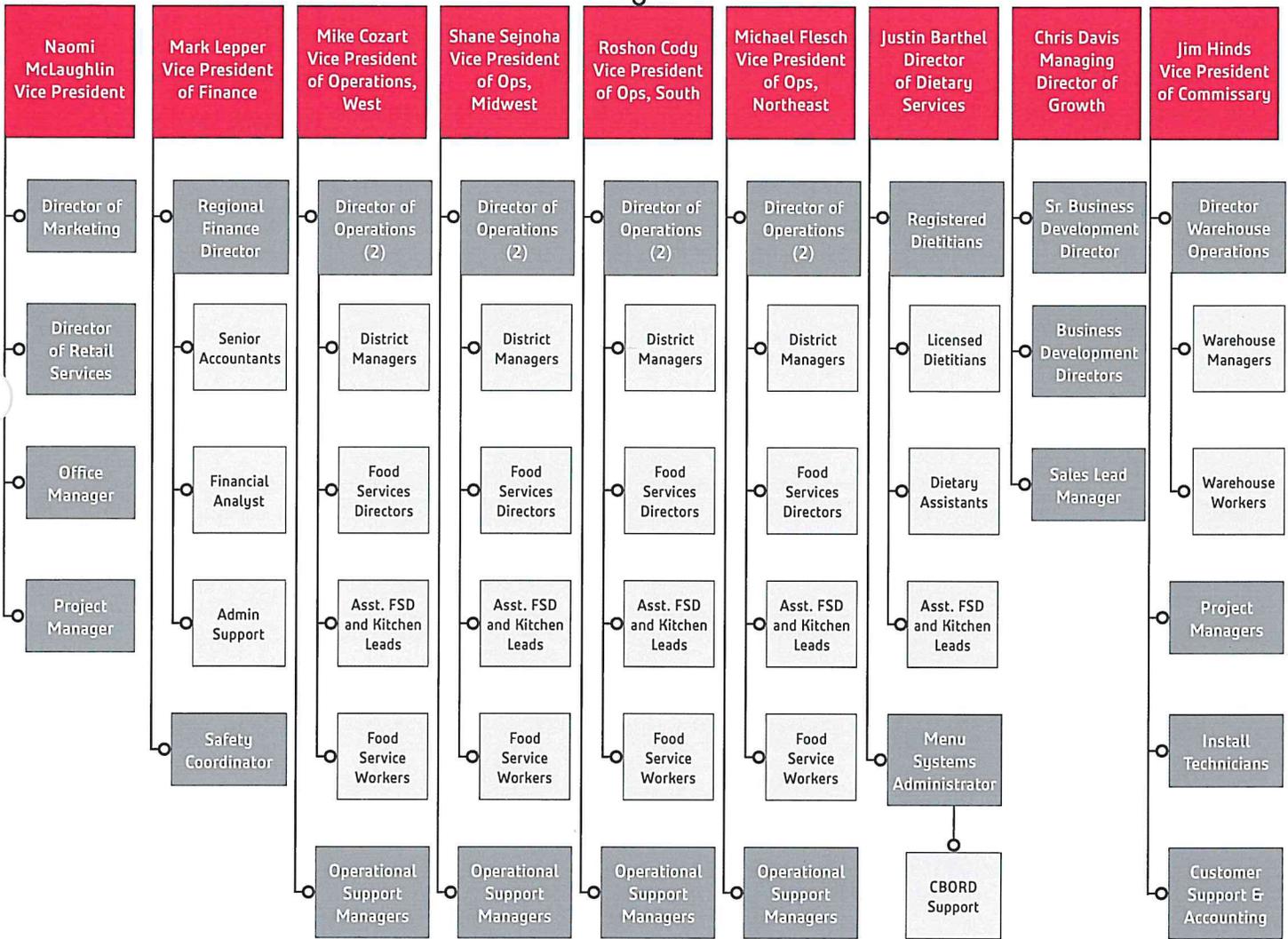
605.310.4950

03

Your Summit Team

SUMMIT COMMISSARY ORG CHART

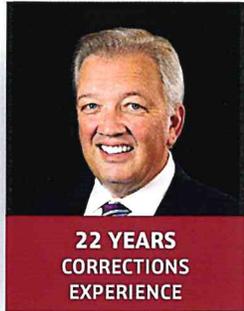
Marlin C. Sejnoha, Jr.
President & CEO



Kara Horn
Director
of Human
Resources

YOUR SUMMIT TEAM

People are the heart of our business, and Summit is made up of the best people in the industry! We are a team of excellence-driven, experienced professionals dedicated to providing the best experience possible to our partners. Led by President and CEO Marlin C. Sejnoha, Jr., our senior management team has a total of 200+ years of experience in working, planning, managing and improving corrections service programs, so we feel it is safe to say that WE KNOW corrections food and commissary services. These are the people who make up YOUR Summit team:



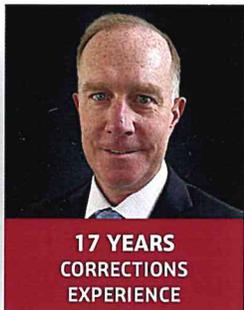
President & CEO
Marlin C Sejnoha, Jr.

As CEO, Marlin takes a hands-on approach to your satisfaction and is available for you at any time.



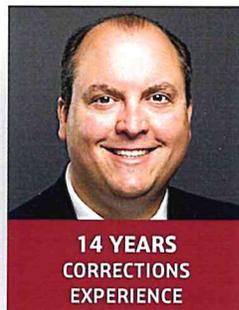
Vice President
Naomi McLaughlin

Naomi oversees standards and processes, working with the corrections unit leaders and area managers to establish best practices across the company.



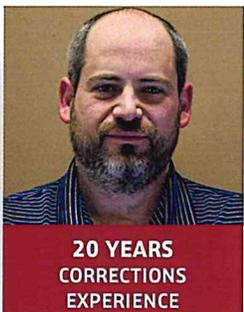
VP of Commissary Services
Jim Hinds

Jim will lead the transition team, support operations and business development staff, and provide support services and expertise.



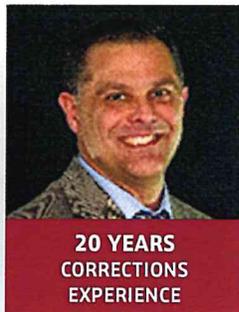
Regional Commissary Dir
Glen Johnson

Glen manages the Western Regional commissary sites. He will ensure order fulfillment accuracy, shipping efficacy, and site-specific security standards compliance.



Projects Installation Mgr
Kevin Hyronemus

Kevin leads our team of customer service specialists and skilled technicians to facilitate each step of new equipment set-up, troubleshoot over the phone, or travel to provide onsite support.



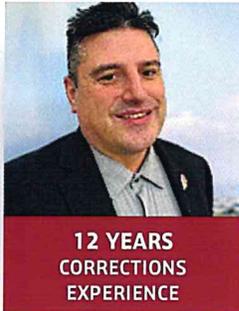
Director of Warehousing
David Thomas

Dave implements all of Summit's fulfillment systems and monitors their use and accuracy. He will support your local warehouse and work with them to ensure all systems are operating smoothly.



Customer Support
Jordan Leckband

Jordan will be your contact for operations support and will frequently communicate with you about your program features, changes, and enhancements.



Business Development Dir
Brian Clark

Brian is your Summit business partner throughout contract discussions, and he will connect with you more and more frequently as our relationship grows.

CLIENT REFERENCES

NATRONA COUNTY DETENTION CENTER

1100 Bruce Lane, Casper, WY 82601
ADP: 240

Commissary Services
 Lt Gordon Clapp
 307.262.1469
 clappg@natronacounty-wy.gov
 Contract Start Date: 2019 - Present

NAVAJO COUNTY DETENTION CENTER

100 East Code Talkers Dr., Holbrook, AZ 86025
ADP: 150

Commissary Services
 Marie Hayes - Commissary Coordinator
 928.524.4227
 marie.hayes@navajocountyaz.gov
 Contract Start Date: 2020 - Present

BEAVER COUNTY DETENTION CENTER

2270 S 525 W., Beaver, UT 84713
ADP 300

Commissary Service
 Jill Woolsey - Program Administrator
 435-421-1449
 jwoolsey@bcso.utah.gov
 Contract Start Date: 2017 - Present

NYE COUNTY DETENTION CENTER

1520 E. Basin Ave., Pahrump, NV 89060
ADP 300

Food & Commissary Service
 Captain David Boruchowitz
 775-253-9209
 dboruchowitz@co.nye.nv.us
 Contract Start Date: 2019 - Present

UTAH COUNTY DETENTION CENTER

3705 N Main St., Spanish Fork, UT 84660
ADP 300

Commissary Service
 Lt. Nancy Killian
 801-851-4200
 nancyk@utahcounty.gov
 Contract Start Date: 2017 - Present

“Since being with Summit, the only thing that I wish we had done different was to have gone with Summit sooner!”

LT. GORDON CLAPP
NATRONA COUNTY DETENTION CENTER
CASPER WY

04

Your Customized Commissary Services Program

Our team has developed a proposed commissary services Program customized to the needs of Lyon county. In The following pages, we detail the features that comprise this unique package:

BEGINNING THE JOURNEY OF AN INMATE: INTAKE TECHNOLOGY

- **Booking Manager Kiosk:** A safe and secure way for correctional staff in booking to deposit funds in to an inmate account during the booking process. Summit will provide booking kiosks for the facility Intake Area.
- Requires USB cable direct to Booking/Release PC.
- MEI bill/coin drivers must be installed and configured to PC.
- MEI bill magazine will hold 900 notes.
- **Swipe at Booking:** Inmates can swipe a Credit or Debit Card to store on their Lockdown™ bank account. It can be utilized for phone and commissary purchases, or to pay a bond.

LOCKDOWN™ BANKING SOFTWARE

- **Summit is offering the Lockdown™ Inmate Banking Software and JMS interface at NO COST to your facility.** This interface will eliminate jail staff having to double-enter inmate information into the JMS and Inmate Banking Software. Spillman interfaces seamlessly with Summit's Lockdown Inmate Trust Fund software.

COMMISSARY TECHNOLOGY & SERVICES

- **Automated Phone Ordering:** Inmates will have the opportunity to order by phone, check account balances and purchase phone time. Summit will work with Securus to have our Commissary ordering application added to Securus tablets and/or kiosks, at no charge to Lyon County.
- **Dynamic menus** that provide value
- **Fast, accurate fulfillment** once a week, through our regional warehouse in Salt Lake City.
- **Web Deposits & Online Family Ordering:** Family and Friends will be able to deposit money into an inmate account or place a commissary web order on JailATM.com.
- **Care Packages:** curated favorites for friends and family to send.
- **Lobby Kiosk:** A safe and secure way for family and friends to deposit funds in to an inmate account.
- Accepts Cash and Credit/Debit Card deposits. MEI bill validator which will detect counterfeit monies.
- Requires picture from depositor.
- All transaction require that a receipt is printed. Zebra Thermal printer.
- Card Swipe is MagTek Dynamag encrypted reader.
- Surge protectors included in all kiosks.
- MEI bill magazine will hold 1100 notes.

COMPLETING THE JOURNEY OF AN INMATE

- **Inmate Debit Release Cards:** Summit will facilitate the use of inmate debit release cards at no cost to the facility or inmate. Inmates have 72 hours to remove funds from cards at no cost to them.

Installation and Training: Summit will install and fully train facility staff on the Lockdown™ Inmate Banking Software and kiosks. Summit will provide customer support 24 hours a day, 7 days a week and 365 days a year. Training will be ongoing and unlimited.

JAIL MANAGEMENT INTEGRATIONS

Our Lockdown™ Inmate Banking Software has interface with a multitude of Jail Management Software Systems across the Country. The JMS interface will automatically open and close inmate accounts, update housing locations, define any inmate restrictions assigned by jail staff and create bonds in Lockdown™. These features are beneficial for jail staff as it will eliminate double entry, save jail staff time and reduce the risk of input error.

COMMISSARY PROCEDURES

A large selection of facility approved commissary items will be picked and packed from our Salt Lake City Warehouse, and delivered to the facility in ample time to achieve order fulfillment.

Summit will provide inmates the opportunity to purchase commissary goods on a schedule predetermined by the facility. Summit will facilitate the ordering of commissary items through inmate phone, Kiosk, or tablets. A menu with pricing of the items that are available for purchase, will be available to the inmates. All commissary orders will be packaged and sealed in a clear plastic bag, and delivered on a set scheduled date as mutually agreed upon by the County and Summit. Summit will ensure the pricing for each commissary item is comparable to similar items found at retail stores in the region.

Upon award of the Commissary Services Contract, Summit will mutually agree on and establish an appropriate start date. Summit will assume full responsibility for its commissary personnel. In addition, all Summit employees will be subject to the Jail's approval prior to working in the facility.

ORDER GENERATION

Summit fully supports commissary ordering by inmate phone, or tablet. Our system interface with all major phone providers. The inmates can also take advantage of the availability to check their balances, recent deposits, debt, etc. This system also supports debit calling, by allowing inmates to purchase phone time with their trust fund monies. We have found that total phone revenue increases 20-50% when this feature is enabled, without impacting commissary sales. This eliminates the need for inmate phone cards and gives the inmates real-time access to their funds. Any remaining funds in the inmate's account at the time of release are placed immediately on a debit card which can then be used anywhere credit and debit cards are accepted. To support phone ordering, menus can be printed from Lockdown™ and distributed in the inmate housing areas.



ORDER PROCESSING

The Lockdown™ system fully supports inmate restrictions. One of the automatic restrictions is *low balance*. If an inmate order cannot be fully filled, it is filled in the order specified by the facility. Typically, hygiene items are filled before candy and snacks. All items not filled are identified on the receipt with the reason specified. Once the orders are posted, this information is transmitted automatically to the warehouse for fulfillment.

ORDER FULFILLMENT

Once the inmate order is transmitted and processed, Summit will fill and package each order in a clear, heat sealed plastic bag. Orders will be grouped by cell block and/or pod to ensure smooth delivery of each inmate order. Upon delivery, a two-part receipt will be generated in order to confirm deliver and document each transaction. In addition, all errors and shortages will be addressed typically within the same day of the handout. Distribution of all commissary orders will be performed by Summit's commissary personnel, unless otherwise designated by the facility.

CONTRABAND PREVENTION

All Summit employees are provided a locker to store all personal affects. All orders are checked by 2 Summit employees before being placed for shipment.

INFRASTRUCTURE

Summit uses a Microsoft SQL server via the Internet to integrate will all applications requires. Summit's server will communicate with the server onsite at the facility, if required. Summit will provide an onsite server for the Lockdown™ software to function properly. Once the onsite server is installed, a minimal amount of setup will be required to make the system fully operational. For PCI compliance, Lockdown™ uses only encrypted card swipes. This guarantees that credit card data is not compromised. This function does not require the user to login to any 3rd party system. Lockdown™ is fully GAAP compliant, which means that no financial transactions can be modified once committed.

Errors can be fixed by users with the appropriate access and permissions. Reports can be generated on any individual or group based transaction type.

RECORD MAINTENANCE

All records will be maintained for the life of the contract and will be provided to the facility upon request. These records are always maintained in the software and backed up on a regular basis. These reports will be made available within 1 business day after they are requested.

QUALITY CONTROL

With its national buying power, Summit can offer a wide variety of products to their facilities. Summit is able to offer name brand quality products while maintaining a fair market price to the inmate. Summit researches the local retail market in order to establish competitive product prices. Summit will work closely with the facility to customize a final commissary menu. Any new menu offerings will not be added without prior approval from the client. Summit guarantees the freshness of each commissary product. Summit will ensure that it complies with the facility's required delivery standards. Furthermore, Summit will ensure the availability of a local Summit representative 24/7, 365 days a year. Summit will implement the Lockdown™ Inmate System, which enables the following restrictions: quantity, gender, religious and spending limits. In addition, the Lockdown™ system allows for restrictions of items in certain housing units, as well as allowing restrictions per inmate

INVENTORY MANAGEMENT

Summit uses the Lockdown™ Inventory module for inventory control and management. With Lockdown™, Summit can ensure a fill rate of 98% or higher. Summit's inventory system manages product and customer tracking, automatic reorder points, inventory adjustments, customer pricelist exporting, purchase orders and significantly more.

05

Billing & Accounting

Summit offers the Lockdown™ Inmate Banking System – the most advanced trust fund system in the corrections marketplace. A fully self-contained system, Lockdown™ incorporates all functionality into a concise, easy to learn comprehensive package.

This system is fully GAAP compliant to ensure exact bank reconciliation with all transactions backed up and permanently archived both on and off site. The system maintains a permanent record of all inmate activity including commissary and balance information. The system permits access to all authorized personnel.

Lockdown™ can support any number of simultaneous users. It can be installed on both provided workstations as well as facility equipment. Each user can perform any of the various software functions independently of the other users with no risk of database corruption. Lockdown™ supports the capability of manually creating a user account but also supports a real-time interface with the JMS software. Lockdown™ provides a specific field for entering the amount of money that an inmate may have on them during account creation.

Lockdown™ is used in over 600 facilities with the large majority of those partners requiring software customization. Not only do we agree to provide this support but we have the proven track record in meeting this requirement.

TRUST ACCOUNTING

Lockdown™ has numerous interfaces with various JMS software packages. Lockdown™ will be configured to match the provided format of the JMS export at the facility. Lockdown™ allows an unlimited number of user accounts. In addition, user accounts may be created by users with administrative permissions with specific, customized security settings. Security groups can be created with users assigned to single or multiple groups.

Lockdown™ allows authorized users to create custom collection accounts, funds to which inmates may be billed. Some typical examples are commissary, medical, property damage, etc.. The initial and ongoing collection percentages can be set for each individual collection account. The fund also has setting for prioritizing which fund takes precedent in the collection process. The client may want to satisfy a property damage claim before medical copays. With Lockdown™ this is a simple setting.

Authorized users with appropriate credentials may bill inmates for charges. If an inmate does not have sufficient fund to satisfy the charge, the inmate is put into debt to the particular collection account. If additional funds are deposited to his or her account, the appropriate collection rules will be applied. Lockdown™ performs debt collection in an automated fashion, when there are instances in which the debt collection needs to be voided, Lockdown™ allows the debit collection portion to be removed which places these funds back into the inmate account.



Lockdown™ allows debt percentage collection via the funds account configurations settings. The percentage can be set for the initial charge (usually 100%) and overtime (usually 50%). Adopting this policy ensures the maximum amount of revenue (debt payment + commissary commission) for the facility.

Inmate web and phone deposits are automatically imported within 5 minutes eliminating the need for operator intervention. Lockdown™ will also automatically export inmate information to the commissary phone ordering system. Inmate credit or debit cards can be swiped into property during the booking process. The inmates will then have the ability to add funds to their accounts and/or bond themselves out using their stored cards. This feature increases sales and removes the burden of County personnel to retrieve cards from physical property to be used by the inmate.

Lockdown™ offers a combo billing option so that frequently occurring billing can be saved for reuse. By clicking on the combo billing option, users are presented an itemized list where quantity may be specified. This feature is used most often for billing medical procedures and medication purchases. Lockdown™ provides a scheduled payment feature that once entered, manages the debt collection automatically and will stop once the billing obligation is satisfied. The frequency may be set to daily, weekly, or monthly.

Lockdown™ provides for multiple bank accounts so that a single inmate may have multiple bank accounts or groups of inmates could be assigned to different bank accounts based on status. Reconciliation is fully supported for all bank account options. Inmate accounts can be accessed by either last name or inmate ID. The smart search option requires a small number of characters or numbers to be entered. Inmate photos can also be displayed with the account description, if made available from the JMS. Lockdown™ property module can track all of the personal belongings of each inmate, and can be configured to automatically add items purchased by the inmate.

Account holds are an option that can be enabled. Holds can be placed on funds for a predetermined time, or until release. This can be useful for checks and money orders when there is a reason to believe that they could possibly be fraudulent.

Lockdown™ allows the release of inmate funds by cash, check or debit release card. Release options may be set to the default value (i.e. debit card), or may still be closed at the time of release, by authorized users. Lockdown™ also supports the funds being dispersed in two different forms (i.e. cash and check).

Lockdown™ group release provides the option for generating a single release check for a group of inmates that are transferring to another facility. A report is generated that details the separation of funds at the receiving facility. Lockdown™ work release provides a work sign-out tracking for inmates assigned to jobs outside the facility. Lockdown™ can also track obligations such as rent, child support, per diem, etc., that are owed by work release inmates. Lockdown™ also allows inmate billing for work assignments and per diem tracking for inmates housed in other agencies.

Often inmates will leave the facility owing money for services rendered while incarcerated (i.e. medical services, indigent kits, etc.) Lockdown™ allows an automated way to attempt to collect on these outstanding debt by generating inmate specific debt collection letters that can be mailed to the released inmate. Lockdown™ allows signature files to be incorporated into the check writing configuration to automatically place signatures on checks. Signature pads are fully supported, allowing all receipts to be printed containing signatures generated from the signature pad. Lockdown™ supports multiple signatures if needed. Single or multiple copies of receipts can be configured to print without the need for additional confirmations. Network default or station specific printers are both supported. Any receipt can be easily reprinted.

Bad inmate debt can be turned over to collection agency if the facility so desires. Lockdown™ can be configured to support this function. Should the inmate choose to pay off a portion of their debt at the facility or directly to the collection agency, the necessary accounts are created and managed accordingly. Lockdown™ can also be configured to write off debts that are older than a predetermined date after the release of an inmate.

Lockdown™ fully supports downloadable statements and auto reconciliations. Lockdown™ is also one of the few packages that automatically incorporates ACH batching that occurs when debit cards are used. Positive pay is available and easily enable in the configuration settings. All reports can be generated in PDF, RTF and Microsoft Excel formats.

SOME EXAMPLES OR REPORTS THAT CAN BE GENERATED ARE:

- Balances
- Trial, Resident
- Funds
- Billings, Collections, Credits
- Check Postings
- Money Receipts
- Cash Disbursements
- Inmate Debt
- Payroll
- Indigents
- Savings
- Releases
- Bank Deposits
- Debt Write-off
- Reconciliation
- Commissary
- Receipts, Housing Totals, Prouct Sales
- Check Register

Lockdown™ provides reporting filters based on defined inmate groups. Some examples are housing assignment, gender, age, debt or current balance range. Lockdown™ also allows usercustomizable report information, as well as the inclusion of the facility logo.

Station specific comments are available in Lockdown™, this is very useful if a specific station is used to process certain things, such as money orders. The predefined comment could be “sender,” which reminds everyone who uses this specific station that a sender name is required to process money orders.

During the first login, users can change their passwords from the default username password. We will work with the facilities’ IT department to determine the password requirements (length, numbers, symbols, and letters) and configure the password setting to match this requirement.

123456: Doe, Jane		Receipt # 456789	
Location: ABC 01 POD 2A4		6/28/2012	
County Jail			
		Invoice: 5978	5979
Code	Qty	Product	Price Ext
2074	1	Deodorant, Ladies Speed Stick	2.79 2.79
			Purchase Limit: 1 not filed
2120	1	Lotion, Cocoa Butter	2.29 2.29
2195	1	Soap, Dove	1.79 1.79
			Purchase Limit: 2 not filed
4050	20	Envelopes, Regular	0.05 1.00
4000	20	Stamp	0.45 9.00
4065	1	Notebook Paper, 150 sheets	2.39 2.39
4070	2	Pencil #2	0.25 0.50
			Purchase Limit: 2 not filed
7110	1	Corn Nuts Ranch	0.79 0.79
7310	4	Beef Noodles	1.19 4.76
1309	1	XXL Thermal Top	5.79 5.79
1005	2	Crew Socks	1.19 2.38
			Purchase Limit: 2 not filed
6084 *	1	Mountain Dew 20oz	1.39 1.39
		* Shipped separately.	
		SubTotal: \$34.87	Tax: \$2.40
		Total: \$37.27	
55 items		Start Balance:	\$47.50
Delivered By: _____		Total Purchase:	\$37.27
Date: _____		End Balance:	\$10.23
Resident: _____			

INMATE ACCOUNT MANAGEMENT

INMATE TRUST ACCOUNT DEBIT CALLING

Lockdown™ can fully integrate its system with all phone service providers that include both phone ordering and debit based calling. The same IVR that is used to order commissary has an option to purchase phone time at any time they have phone access.

Lockdown™ has a real-time interface with your current phone provider, which immediately deducts the proper funds and applies it to the inmates' debit account for immediate use to make calls. The Lockdown™ phone system interface automatically refunds any unused balance on the inmates' debit account. If the inmate has debt that is owed to the facility, the debit funds may be used to satisfy this debt before any remaining funds are loaded on the debit card.

PHONE ORDERING SYSTEMS

The Lockdown™ phone ordering system is used with phone systems in many accounts through the United States. This interface supports the ordering for over 10,000 inmates each week. Lockdown's™ order by phone will repeat each item that is ordered, as well as give the remaining balance. This feature helps the inmates spend a larger percentage of their money, which will increase sales and commissions.

Lockdown™ can be configured to enforce restrictions at the time of ordering or at posting. At posting is the typical setting used by most facilities as it results in a larger scale. No user input is needed with Lockdown™ phone ordering system. It is completely self-contained.

LOBBY CASHIER KIOSKS

Lockdown™ has been producing the Lockdown™ kiosk for over 9 years. With over 600 in the field, they have proven to be extremely reliable and accurate. Lockdown™ kiosks accept both cash and credit/debit cards. These units have encrypted card readers to ensure customer security and MEI casino-grade bill acceptors which will reject counterfeit bills. Receipts are printed for all transactions.

BOOKING KIOSKS

Lockdown™ Booking Manager Kiosks will be provided that accept both bills and coins. Lockdown™ Booking Manager Kiosks have MEI Casino-grade bill acceptors which will reject counterfeit bills.

In many instances, bills may be damaged or soiled and may not fees through the bill acceptor. In this case, the Lockdown™ Booking Manager Kiosks are equipped with a drop slot for manual entry of funds. This keeps the money in the same cash drawer, making cash counting much easier and less prone to error. Lockdown™ Booking Kiosks connect directly to booking machines through USB connections, so no network is needed.

WEB DEPOSITS

All credit/debit card transactions that occur via web or at the kiosk will automatically create entries into the trust accounting system. Bonding via the web and the lobby kiosk are options that may be enabled at any point that the facility so desires.

DEBT COLLECTION OPTIONS

Each collection account (a fund in Lockdown™) can be configured to collect a percentage of incoming funds to satisfy debt obligations. Lockdown™ has a built-in feature to automatically generate debt letters for released inmates with existing debt.

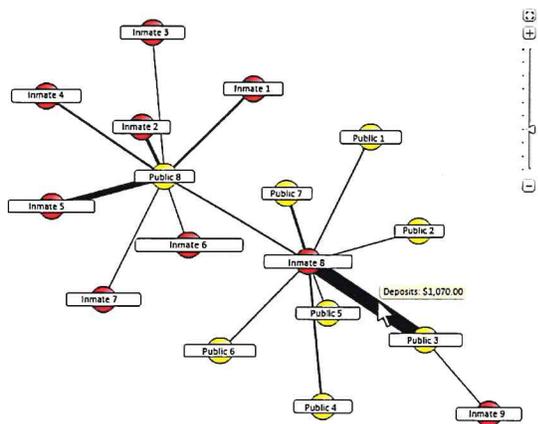
Lockdown™ allows cards to be swiped into the property module and later accessed by the inmates for the purpose of adding funds to their account for commissary purchases, purchasing phone time, or to satisfy a bond.

Inmates may bond out with credit/debit cards in two ways. They can do this at booking with the aid of an officer, or if their card was swiped at booking, they can initiate the transaction using the inmate phones. Lockdown’s™ bonding system can combine all the bond funds collected for a given agency into a single check with a report that details the individual amounts for each bond. If the agency requires individual checks, this option is also possible.

INVESTIGATIVE TOOLS

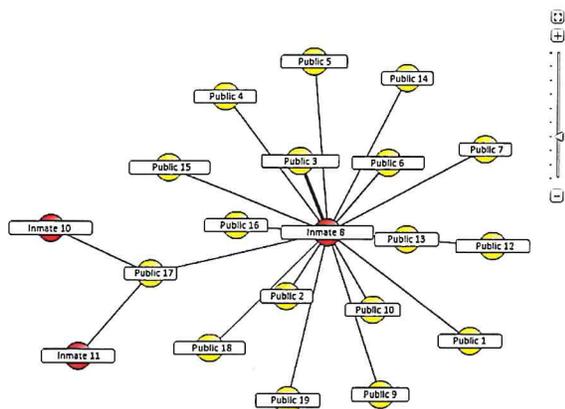
Secure inmate e-mails and deposits on inmate accounts may be viewed by facility administration to determine connections between outside parties and inmates. The red icons represent inmates while the yellow designate friends and family who have made deposits or sent emails. The thickness of the lines represents the strength of the connection. Strength is measured in dollars for deposits and the number of emails sent for message graphs. Messages may be searched by date ranges, inmates and keywords.

Deposit Graph



The **Deposit Graph** (left) is an example of activity related to **Inmate 8**. Note that **Inmate 8** has a strong connection to **Public 3**. The thickness of the lines represents the strength and frequency of deposits made. In this instance, by hovering over the black line between **Inmate 8** and **Public 3**, it illustrates that **Public 3** has deposited a large sum of money over time and could be an indicator of certain situations the facility may need to monitor more closely.

Message Graph



The **Message Graph** (left) is another example of activity related to **Inmate 8**. Note that **Inmate 8** has a strong connection to **Public 3**. The thickness of the lines represents the strength and frequency of communication. In this instance, the black line between **Inmate 8** and **Public 3** is thicker than all other communications between **Inmate 8** and the public. Lockdown™ allows authorized users to read all incoming and outgoing messages, giving the facility the ability to monitor certain situations more closely.

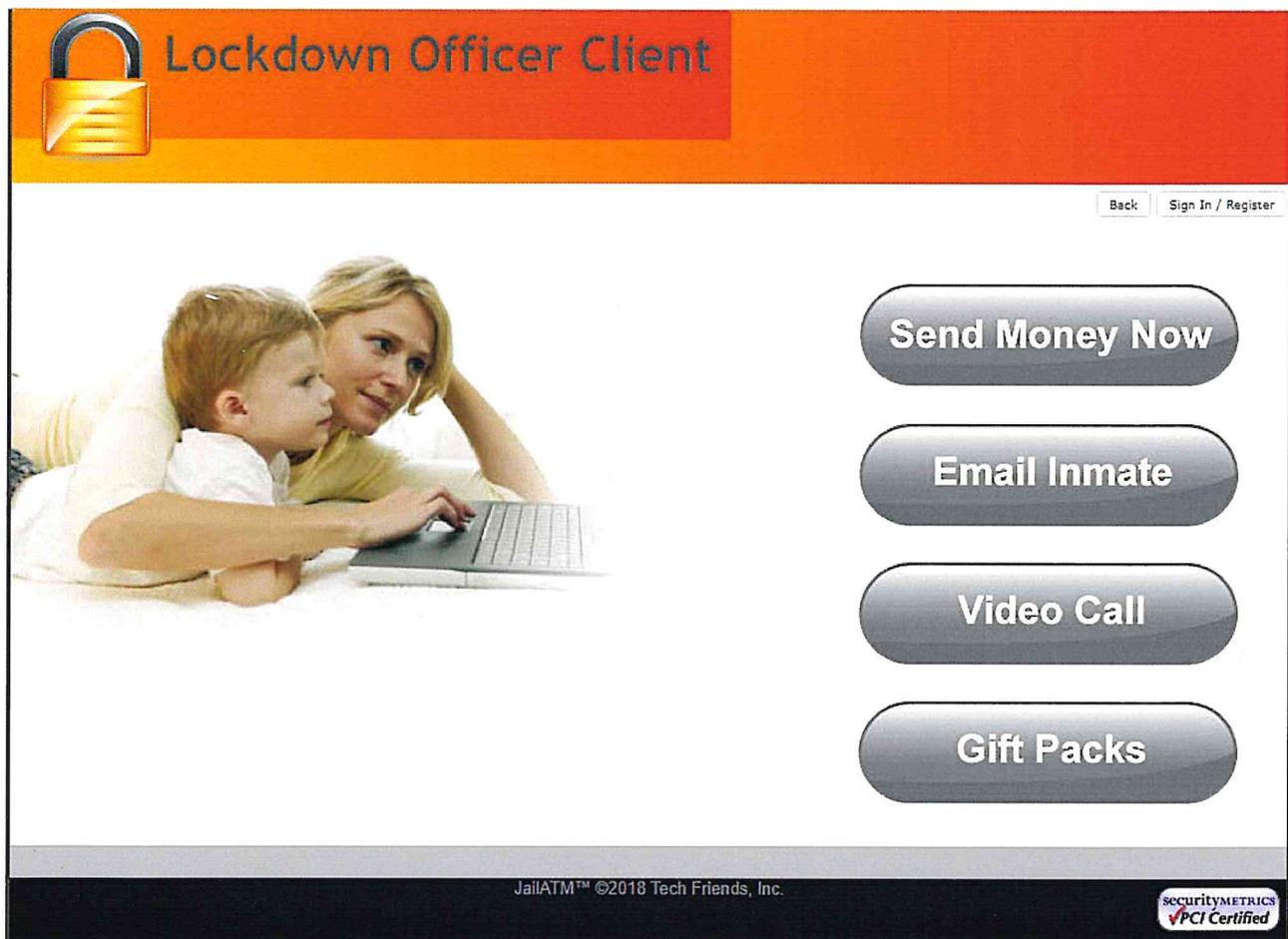
06

Technology & Other Services

JAILATM™

JailATM™ is a service that can be used to communicate with friends and family in participating facilities. Gift packs can be ordered, money can be sent to the inmate. Summit will work with the facility to determine if this meets the needs and demands of the facility. All purchases can be made with a Credit or Debit Card. Other features may include:

- Bonding via Web
- Gift Pack Purchases



The screenshot displays the 'Lockdown Officer Client' interface. At the top left, there is a gold padlock icon next to the title 'Lockdown Officer Client'. In the top right corner, there are two buttons: 'Back' and 'Sign In / Register'. The main content area features a photograph of a woman and a young child looking at a laptop. To the right of the photo are four large, rounded rectangular buttons stacked vertically: 'Send Money Now', 'Email Inmate', 'Video Call', and 'Gift Packs'. At the bottom of the interface, there is a footer with the text 'JailATM™ ©2018 Tech Friends, Inc.' and a 'securityMETRICS PCI Certified' logo.

Comprehensive Transition Implementation Plan

The project manager for this installation will be Kevin Hyronemus, Kevin has successfully installed over 80 new commissary sites over the past 4 years and has a proven track record installing a new commissary transition making it a seamless and headache free process. Kevin has extensive knowledge working with JMS software programs and inmate phone providers and integrating our Lockdown™ Inmate Banking Software which will provide more operational efficiencies for the Lyon County staff.

Summit understands that to make an efficient conversion from one inmate banking and commissary service to a new one, a detailed plan must be drawn up and followed. Communication between both parties is a must. The Summit commissary team will focus on these important details to ensure a successful transition over to the new system.

Once the contract negotiations are finalized, Kevin Hyronemus and his team will schedule a meeting to include administrative and IT personnel. All processes, installation details, security details, product lists offerings, equipment lists, equipment replacement, training schedules, interfaces, paperwork completed, and plan modifications will need to be discussed to assure minimal disturbance to the jail daily routines.

Summit's commissary program solution will be designed to run as close to perfect for the County, as possible. While onsite at the Lyon County, our team of install technicians will not only focus on the equipment being installed, but more importantly on adapting our system completely to fit the complex needs of Lyon County. We have extensive experience with customizing our commissary program to your needs, rather than expecting you to change your operations to accommodate our program.

The JMS interface will be tested and completed at least 3 weeks before the scheduled go live date. The on-site server will sit with the County network and communicate with your existing client PC's on the network. The server will be operating a Microsoft SQL database with no size limits.

Our client software Lockdown™ will be installed onto every machine that needs access to the database. Client machines that have Lockdown™ installed will print and reports to the default printer. If receipts are required from a machine; those receipts will print to either a local or networked printer. All receipt and check printers will be supplied by Summit.

All necessary hardware and equipment will arrive at Lyon County, one week ahead of the data conversion, go live date. Our floor standing lobby kiosks will allow family and friends to deposit commissary money or pay a bond with cash or credit/debit card. An additional security feature with our lobby kiosks is a picture of each person depositing funds is recorded and saved for each transaction.

The pod kiosks will be professionally installed by Summit's install technician. We estimate 1 ½ days to complete taking down the existing equipment and securing the new kiosks to the walls. At no time will Summit leave any exposed wiring in the inmate housing areas.

Typically, On the first day of the installation, the Summit transition team will convert and import all inmate data into the Lockdown™ software. It is vital for a seamless conversion that all inmate data, inmate information, and bank balances are accurate. Summit will not go live until with the new software until balances are current and is fully reconciled. Summit's commitment will be, to not leave Lyon County until the jail staff is fully trained and prepared to operate the new commissary system.

Depending on the number of staff that handles inmate money, we will determine if we need to do some pre-install training. In this case, Summit will hold multiple training classes the week prior to the install for the staff, as needed. If Lyon County only has a few staff members, we can train each individual at their work station during normal business hours. The Summit transition team will also work during all shift changes so that all Lyon County employees will be given the necessary training for their responsibilities.

Inmate training will be done by posting information in the pods. The pod kiosk system that will be installed requires very little training. The system is all picture driven, so once they log into the kiosk with their ID number and PIN number, they just need to push the picture for the action they would like to do

After the install, Summit recommends having a post install follow-up conference call for a couple of weeks, which allows us the opportunity to discuss any concerns or questions that may come up during this transition period. Once Lyon County receives their first bank statement, our customer service team will assist in the reconciliation process and we guarantee your account statement will balance to the penny.

PROPOSED WORK SCHEDULE

A sample implementation plan is detailed below. This would be the lists of tasks, responsibilities and deliverables we would follow for your installation and the time line that we would plan around.

- Vice President of Commissary Operations: Jim Hinds
- Western Regional Commissary Director: Glen Johnson
- Commissary Software Specialist: Kevin Hyronemus
- Commissary Install Technician: Travis Peterson

Staffing & Training

EMPLOYEE TRAINING

Summit will utilize its safety training program to ensure each employee fully comprehends and practices all workplace safety protocols and procedures. Initial safety training through Summit requires regularly scheduled follow-up throughout the year. If requested, Summit is willing to provide additional information about the Summit training program.

PROPOSED TRAINING SCHEDULE

- Summit will schedule training prior to installation with all key personnel
- Summit will provide formal on-site training for your accounting department
- Pre-Installation- One week prior to installation, a 20-minute training session or system overview is presented to all staff (booking, release, etc.). Sessions are scheduled during all shifts to accommodate all staff
- Summit will also provide on-site training for each shift during the installation of accounting software.
- Back end users will receive unlimited classroom training and onsite training on all day to day processes including:
 - Daily cash reconciliations.
 - Site charge summations.
 - System balancing.
 - Overall reconciliations.
 - All other pertinent system procedures.
- Training is ongoing and unlimited.

Implementation Plan

AWARD OF CONTRACT

- Conference calls are scheduled to introduce all key personnel involved with this project.
- Summit will order all hardware and necessary equipment.
- Conference call with facility IT department to discuss the technology that will be installed.
- Develop menu and send to facility for approval.
- All necessary forms emailed to County.
- Pre-Install checklist of Q & A sent to client with list of questions.
- Electrical worked contracted out for install of Kiosks
- Contact previous vendor discuss transition plan for seamless installation.
- Contact JMS and phone provider for interface(s) to Lockdown™ Software.

21 DAYS FROM INSTALLATION

- Build the server and install all necessary software.
- Update on all interface development with JMS and phone provider.
- Conference call with client to discuss all commissary restrictions and grievances workflow chart.

14 DAYS FROM INSTALLATION

- Interface programming is completed and tested. (if required)
- Jail facility has sent the Jail Handbook, Jail Schedule, PREA and any other information that will need to be installed onto the kiosks to Summit.
- Commissary menu approved and finalized.
- Summit will provide online training of the Lockdown™ software.
- Inmate debit release cards order. (if applicable).

7 DAYS FROM INSTALLATION

- All hardware delivered at the facility.
- Place initial product orders.
- Summit technical support staff travels to facility to be on-site for transition.
- Test file of the data conversion is sent to Summit for testing.

WEEK OF INSTALLATION

- Summit team begins installation of kiosks with electrician if necessary.
- Previous banking software is reconciled, and inmate data sent for conversion.
- Inmate balances are converted, and balances are transferred from previous system. Lockdown™ is now live.
- Summit install team is at facility for approximately 3 days training jail staff and onsite commissary support staff.
- Training is unlimited and ongoing.

Commissary Sample Menu

ID: _____ Printed Name: _____
 Location: _____ Signature: _____ Revised 6/26/2018
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

CLOTHING		
1000	Washcloth Brown	0.00
1001	Shower Shoes Small	0.00
1002	Shower Shoes Medium	0.00
1003	Thermal Shirt 4XL	0.00
1004	Womens Briefs 6	0.00
1005	Womens Briefs 8	0.00
1006	Womens Briefs 10	0.00
1007	Womens Briefs 12	0.00
1008	Mens Briefs S	0.00
1009	Mens Briefs M	0.00
1010	Mens Briefs L	0.00
1011	Mens Briefs XL	0.00
1012	Mens Briefs 2XL	0.00
1013	Boxer Shorts S	0.00
1014	Boxer Shorts M	0.00
1015	Boxer Shorts L	0.00
1016	Boxer Shorts XL	0.00
1017	Boxer Shorts 2XL	0.00
1018	Boxer Shorts 3XL	0.00
1019	T-Shirt White M	0.00
1020	T-Shirt White L	0.00
1021	T-Shirt White XL	0.00
1022	T-Shirt 2XL	0.00
1023	T-Shirt 3XL	0.00
1024	Sport Bra 34	0.00
1025	Sport Bra 36	0.00
1026	Sport Bra 38	0.00
1027	Sport Bra 40	0.00
1028	Sport Bra 42	0.00
1029	Sport Bra 44	0.00
1030	Bob Barker Thermal Shirt M	0.00
1031	Bob Barker Thermal Shirt L	0.00
1032	Bob Barker Thermal Shirt XL	0.00
1033	Bob Barker Thermal Shirt 2XL	0.00
1034	Bob Barker Thermal Shirt 3XL	0.00
1035	Bob Barker Thermal Pants M	0.00
1036	Bob Barker Thermal Pants L	0.00
1037	Bob Barker Thermal Pants XL	0.00
1038	Bob Barker Thermal Pants 2XL	0.00
1039	Bob Barker Thermal Pants 3XL	0.00
1040	Bob Barker Thermal Pants 4XL	0.00
1041	Bob Barker Canvas Shoes Navy Size 7	0.00
1042	Bob Barker Canvas Shoes Navy Size 8	0.00
1043	Bob Barker Canvas Shoes Navy Size 9	0.00
1044	Bob Barker Canvas Shoes Navy Size 10	0.00
1045	Bob Barker Canvas Shoes Navy Size 11	0.00
1046	Bob Barker Canvas Shoes Navy Size 12	0.00
1047	Bob Barker Canvas Shoes Navy Size 13	0.00
1048	Bob Barker Canvas Shoes Navy Size 14	0.00
1049	Bob Barker Shower Shoes Size 2XL	0.00
1050	Bob Barker Shower Shoes Size Large	0.00
1051	Bob Barker Shower Shoes Size XL	0.00
1052	Reading Glasses 1.50	0.00
1053	Bob Barker Bath Towel Brown	0.00
1054	Bob Barker Heavy White Sock	0.00
1055	Reading Glasses 2.0	0.00
1056	Reading Glasses 2.5	0.00
1057	Velcro Shoes Mens Size 7	0.00
1058	Velcro Shoes Mens Size 8	0.00
1059	Velcro Shoes Mens Size 9	0.00
1060	Velcro Shoes Mens Size 10	0.00
1061	Velcro Shoes Mens Size 11	0.00
1062	Velcro Shoes Mens Size 12	0.00
1063	Velcro Shoes Mens Size 13	0.00
1064	Velcro Shoes Mens Size 14	0.00
1065	Velcro Shoes Mens Size 15	0.00
1066	Orange Clogs Size 7	0.00
1067	Orange Clogs Size 9	0.00
1068	Orange Clogs Size 10	0.00
1069	Orange Clogs Size 11	0.00
1070	Orange Clogs Size 12	0.00
1071	Orange Clogs Size 13	0.00
1072	Boxer Shorts 2XL	0.00
1073	Gym Shorts M	0.00
1074	Gym Shorts L	0.00
1075	Gym Shorts XL	0.00
1076	Gym Shorts 2x	0.00
1077	Gym Shorts 3x	0.00
1078	Gym Shorts 4x	0.00
1079	Gym Shorts 5x	0.00
1080	Orange Clogs Size 8	0.00
1081	Canvas Shoes Navy Size 15	0.00
1082	Boxer Shorts 4x	0.00
1083	Sports Bra 32	0.00
1084	Men's Ankle Socks	0.00
1100	T-shirt 4x	0.00
1101	T-shirt 5x	0.00
1102	T-shirt Small	0.00
1200	High top shoes size 7	0.00
1201	High top shoes size 7.5	0.00
1202	High top shoes size 8	0.00
1203	High top shoes size 8.5	0.00
1204	High top shoes size 9	0.00
1205	High top shoes size 9.5	0.00
1206	High top shoes size 10	0.00
1207	High top shoes size 10.5	0.00
1208	High top shoes size 11	0.00
1209	High top shoes size 11.5	0.00
1210	High top shoes size 12	0.00
1211	High top shoes size 13	0.00
1212	High top shoes size 14	0.00
1213	High top shoes size 15	0.00
1214	Blue Ball Cap/Hat	0.00
1215	Stocking Hat	0.00
1216	Mens briefs size 3x	0.00
1217	Mens briefs size 4x	0.00
1218	Mens briefs size 5x	0.00
1219	Boxer Shorts 6x	0.00
1220	Gym shorts size small	0.00
1221	Gym shorts size 6x	0.00
1223	Womens ankle socks	0.00
1232	Courtline Low top shoes size 7	0.00
1233	Courtline Low top shoes size 7.5	0.00
1234	Courtline Low top shoes size 8	0.00
1235	Courtline Low top shoes size 8.5	0.00
1236	Courtline Low top shoes size 9	0.00
1237	Courtline Low top shoes size 9.5	0.00
1238	Courtline Low top shoes size 10	0.00
1239	Courtline Low top shoes size 10.5	0.00
1240	Courtline Low top shoes size 11	0.00
1241	Courtline Low top shoes size 11.5	0.00
1242	Courtline Low top shoes size 12	0.00
1243	Courtline Low top shoes size 13	0.00
1244	Courtline Low top shoes size 14	0.00
1245	Courtline Low top shoes size 15	0.00
1246	Bob Barker Sweat Pants Small	0.00
1247	Bob Barker Sweat pants Medium	0.00
1248	Bob Barker Sweat pants Large	0.00
1249	Bob Barker Sweat Pants XL	0.00
1250	Bob Barker Sweat pants 2XL	0.00
1251	Bob Barker Sweat Pants 3XL	0.00
1252	Bob Barker Sweat Pants 4XL	0.00
1253	Bob Barker Sweat pants Large	0.00
1254	Bob Barker Sweat Shirt Small	0.00
1255	Bob Barker Sweat Shirt Medium	0.00
1256	Bob Barker Sweat Shirt Large	0.00
1257	Bob Barker Sweat Shirt XL	0.00
1258	Bob Barker Sweat Shirt 2XL	0.00
1259	Bob Barker Sweat Shirt 3XL	0.00
1260	Bob Barker Sweat Shirt 4XL	0.00
1261	Bob Barker Sweat Shirt 5XL	0.00
1262	Bob Barker Sweat Shirt 6XL	0.00
PERSONAL HYGIENE		
2000	Freshmint/NatureMint Fluoride Toothpaste 1.5oz	0.00
2001	Dial Soap Bar 4oz	0.00
2002	Baby Powder 4oz	0.00
2003	Level 10 Sports Bar 5oz	0.00
2004	Generic Clear Stick Deodorant 2.25oz	0.00
2005	Fab Face Skin Cream	0.00
2006	Shampoo Balsam/Protein 4oz	0.00
2007	Colgate toothpaste 2.5oz	0.00
2008	Clear 2 Blade Razor	0.00

Commissary Sample Menu

ID: _____ Printed Name: _____
 Location: _____ Signature: _____ Revised 6/26/2018
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

2008	Freshmint Toothpaste 6.4oz	0.00
2009	Shave Cream tube	0.00
2011	Hair Gel	0.00
2012	Magic Shave Cream	0.00
2013	Nature Mint 2.75oz toothpaste	0.00
2014	Suave Conditioner 12oz	0.00
2015	Nourishing Alcohol Free	0.00
2017	Personal Care Moisturizing Body Lotion 20oz	0.00
2018	Protein 29 Conditioning Hair Gel 3oz	0.00
2020	Ultradent Whitening Toothpaste 6oz	0.00
2021	Lady Speed Stick	0.00
2022	Women's Antiperspirant 2oz	0.00
2023	Secret Women's Antiperspirant 1.7oz	0.00
2026	Fingernail Clippers	0.00
2027	Sulfur 8 shampoo 7.5oz	0.00
2028	Staydent Denture Adhesive 2.4oz	0.00
2029	Contact Lens Solution 15oz	0.00
2030	Contact Lens Case	0.00
2031	Blue Magic Conditioner 4oz	0.00
2032	Cocoa Butter Lotion 20oz	0.00
2033	Freshmint Cocoa Butter Lotion 4oz	0.00
2034	Crawford Shampoo Dandruff 4oz	0.00
2035	Mennen Speed Stick Mens Deodorant	0.00
2036	Shampoo Suave 12oz	0.00
2037	Skin Hand & Body Care Lotion 4oz	0.00
2038	Level 10 Hypo-Allergenic Lotion 15oz	0.00
2039	Dove Bar Soap 4oz	0.00
2040	Toothbrush Long Handled 7xk Pro	0.00
2045	Bergamot Hair Dressing 3.75oz	0.00
2047	Freshmint 3 in 1 Shampoo, soap, shave 4oz	0.00
2048	Nourishing Soap	0.00
2049	Dove Sensitive Skin Bar Soap	0.00
2050	Conditioner Balsam & Protein 4oz	0.00
2051	Dawn Mist Deodorant 1.6oz	0.00
2052	Freshmint Sensitive Toothpaste 4.3oz	0.00
2053	CoolWave Toothpaste 4oz	0.00
2054	Max Security 3 in 1 Shampoo, soap, shave 2oz	0.00
2055	Toothbrush Short Handled 3.25"	0.00
2056	3 in 1 shampoo, conditioner, body 12.5oz	0.00
2057	Dermacrin Cream 3.75oz	0.00
2058	T-Gel Shampoo (Generic)	0.00
2061	Good Sense Dandruff Shampoo 11oz	0.00
2062	Freshmint Deodorant Soap 3oz	0.00
2063	Sulfur 8 Conditioner 2oz	0.00
2064	ALMAY Hypo-Allergenic Antiperspirant	0.00
2067	Razors-Double Handle	0.00
2069	Vaseline 4oz (generic)	0.00
2071	Tweezers	0.00
2072	Toenail Clippers	0.00
2073	Colgate Extra Clean Toothbrush	0.00
2088	Grey Handled Hair Brush	0.00
2086	Baby Shampoo 15oz	0.00
2087	Level 10 Shampoo 15oz	0.00
2088	Level 10 Conditioner 15oz	0.00
2089	Comb 9"	0.00
2090	Scrub hair tie NO METAL	0.00
2091	Max Security 1.5oz roll on Antiperspirant	0.00
2092	3oz stick deodorant	0.00
2093	1oz bar soap	0.00
2094	Naturemint .6oz toothpaste	0.00
2095	Freshmint Shampoo/bodywash packets	0.00
2096	Freshmint Shave Cream packets	0.00
2098	Iodent Denture Cleanser Tablets 18ct	0.00
MEDICAL		
2025	SF Cough Drops	0.00
2041	TrialMax Antifungal Foot Cream	0.00
2042	Good Sense Cough Drop Honey Lemon	0.00
2044	Universal Naturals Multi-Vitamin	0.00
2065	Foot powder Anti-Fungal 3oz	0.00
2066	Foot powder odor & winess 6oz	0.00
2074	Ibuprofen 30ct	0.00
2075	Acetaminophen 30 ct card	0.00
2076	Mylanta 30ct card	0.00
2077	Antacids 150ct bottle	0.00
2078	Chest Rub	0.00
2079	Calcium Tablets	0.00
2080	Vitamin E tablets	0.00
4010	Med-First Ibuprofen (generic Advil) 2ct	0.00
4011	Med-First Acetaminophen (generic Tylenol) 2ct	0.00
4022	Tums Sct roll	0.00
4026	Med-First Decongestant Tab 3pk	0.00
4029	Antibiotic Ointment	0.00
4032	Hydrocortisone cream	0.00
4045	Acne Cream	0.00
4051	Hemorrhoidal ointment	0.00
4074	Med-First Aspirin 2ct	0.00
4081	Nasal Spray	0.00
4090	Muscle Rub	0.00
MISC		
4000	Envelope #10	0.00
4001	Golf Pencil	0.00
4002	3" Thumb Toothbrush	0.00
4003	Eraser Tip	0.00
4004	Denture Cup/Bath	0.00
4005	9x12 Envelope	0.00
4006	Eraser-Block	0.00
4007	Stamp 50cent	0.00
4008	Toothbrush cup	0.00
4009	Max Security Flex Pen Blue Ink	0.00
4012	Flora Soap	0.00
4013	Stamped Envelope	0.00
4014	Hair Pick 5in	0.00
4015	Sanitary Paks 16ct	0.00
4016	ALL Laundry Detergent Single Use Powder 2oz	0.00
4017	Blank White 66"x90"	0.00
4018	Soap Box	0.00
4019	AA Battery 1ea	0.00
4020	AAA Battery 1ea	0.00
4021	Laundry Bag	0.00
4023	Vented Hair Brush	0.00
4024	Tumbler w/ Lid 22oz	0.00
4025	Clips	0.00
4027	Cereal Bowl w/ Security Lid	0.00
4028	Sleeping Mask	0.00
4029	Panty Liner 22ct	0.00
4031	Chap Lip Balm	0.00
4033	Winter Holiday Card	0.00
4034	Get Well card	0.00
4035	Thank You card	0.00
4036	Birthday Card	0.00
4037	Thinking of You Card	0.00
4038	Love Card	0.00
4039	SPANISH Birthday Card	0.00
4040	2 Pocket Folder	0.00
4041	Postcard pre-stamped 3"x5"	0.00
4042	Mothers Day Card	0.00
4043	Crossword puzzle	0.00
4044	Dictionary/English	0.00
4047	Bicycle Poker Cards	0.00
4048	Colored Pencils 3.5 inch 12ct	0.00
4049	Pencil Cards	0.00
4050	Tampons 8ct	0.00
4052	Razor Bump Stopper Plus Liquid	0.00
4053	Storage Container wild	0.00
4054	Coffee cup plastic 12oz	0.00
4057	Alarm Clock (2x AAA not included)	0.00
4058	Cereal Bowl no Lid	0.00
4059	Camex	0.00
4060	AAA Economy Playing Cards	0.00
4062	Paper Lined Writing Pad - White	0.00
4063	Paper Sketch Pad	0.00
4064	Pony O's	0.00
4065	Disposable Razor	0.00
4066	Comb 5" Black	0.00
4067	Toothbrush Holder	0.00
4068	Uno Cards	0.00
4069	Word Search	0.00
4070	Checker Set	0.00
4071	Palm Brush	0.00
4072	Chess Set	0.00
4073	Dominoes	0.00
4075	Flex Pencil	0.00
4077	Sudoku	0.00
4079	Fixodent Denture Adhesive Cream 1.4oz	0.00
4080	Eye Drops Artificial Tears .5oz	0.00
4082	Flex Spoon, Orange	0.00
4083	Club Brush	0.00
4084	Paper Lined Writing Pad - Yellow	0.00
4085	Address Book	0.00
4087	Mirror	0.00
4088	Photo Album	0.00

Commissary Sample Menu

ID: _____ Printed Name: _____ Revised 6/26/2018
 Location: _____ Signature: _____
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

4089 Flex Spoon, TAN 0.00	5015 M&M Peanut Butter (K)(S) 0.00	6028 Keeffe Columbian 3oz freeze dried coffee 0.00	
4091 Composition Notebook 0.00	5016 Snickers Almond (K)(S) 0.00	6029 Countrytime Lemonade 6oz (K)(S) 0.00	
4092 Kleenex-1 Ball 0.00	5017 Baby Wipes (K)(S) 0.00	6030 Fajlers Coffee 8oz 0.00	
4093 Toilet Paper Roll-LARGE 0.00	5018 Salliers Jelly Beans 0.00	6032 Keeffe Decaffeinated 3oz (K) 0.00	
4094 Laundry Soap Liquid 22 Load 0.00	5019 Whatcusscallit (K)(S) 0.00	6033 Carnation Instant Breakfast 10ct 0.00	
4096 Maxwell Ear Buds 0.00	5020 3 Musketeer (K)(S) 0.00	6034 New Leaf Choc Health Shake 2oz powder 0.00	
4097 Memorex Analog Radio (2 AAA NOT included) 0.00	5021 Mike & Ike (K)(S) 0.00	6035 New Leaf Vanilla Health Shake 2oz powder 0.00	
4098 Black Mascara 0.00	5022 Reese's Peanut Butter Cup (K) 0.00	6037 Buzzle Water (S) 0.00	
4099 Pumice Stone 0.00	5024 Gracies Butterscotch Disc 4.5oz (S) 0.00	6038 Coke 20oz 0.00	
4100 Father's Day Card 0.00	5025 Laffy Taffy Banana EACH 0.00	6039 Diet Coke 20oz 0.00	
4101 Side Combs 2ct 0.00	5026 Laffy Taffy Blue Raspberry EACH 0.00	6040 Pibb XTRA 0.00	
4102 Hot Pot 0.00	5027 Laffy Taffy Strawberry EACH 0.00	6041 Sprite 20oz 0.00	
4103 Pencil #2 Full Size 0.00	5028 Jolly Rancher 3.7oz (S) 0.00	6042 Fanta Orange 20oz 0.00	
4104 Valentine's Card 0.00	5029 5 Flavors Lifesavers 0.00	6043 A&W Root Beer 0.00	
4105 Blank Greeting Card 0.00	5030 Hershey's Milk Chocolate Almonds (K)(S) 0.00	6044 PowerAde ZERO Mixed Berry (Blue) 0.00	
4106 Easter Greeting Card 0.00	5031 Milk Duds 5oz (K)(S) 0.00	6050 Koal OIF SF Fruit punch drink mix 10pk (K) 0.00	
4107 Thanksgiving Greeting Card 0.00	5032 Nutragous (K)(S) 0.00	6051 Koal OIF SF Lemonade Drink mix 10pk (K) 0.00	
4108 Sympathy Greeting Card 0.00	5033 Little Debbie Nutty Bar SINGLE (K)(S) 0.00	6052 Koal OIF SF Orange drink mix 10pk (K) 0.00	
4113 Natural Fiber Powder 13oz - Like Metamucil 0.00	5034 Reese's Pieces 3.5oz (K)(S) 0.00	6053 Koal OIF SF Ice Tea drink mix 10pk (K) 0.00	
4114 White Disposable Spoon 0.00	5035 Skittles Sour (S) 0.00	CHIPS / SNACKS	
4115 Colored Pencils 7 inch 0.00	5037 Starburst Original (S) 0.00	7001 Tri-O-Plex Protein Bar Peanut Butter Chocolate Chip 0.00	
4119 Sunglasses 0.00	5038 Salliers Starlite Mints (S) 0.00	7002 Swiss Rolls SINGLE (K)(S) 0.00	
4120 clip on sunglasses 0.00	5039 Palmer's Tootsie Roll 2.25oz (K)(S) 0.00	7003 Little Debbie Oatmeal Creme Pie Box (K) 0.00	
4121 Timex Watch 0.00	5040 Twizzlers 5oz (K)(S) 0.00	7004 Grandmas Peanut Butter Cookie (K) 0.00	
4122 Replacement watch band universal 0.00	5041 Original Gummi Bears 4oz (S) 0.00	7005 Famous Amos 2oz (K) 0.00	
4123 Eyeglass cord 0.00	5042 Cinnamon Bears (S) 0.00	7006 Basil's Duplex Cookie 5oz (K)(S) 0.00	
4129 Die Pen Full Size 0.00	5043 SF Jolly Rancher 3.6oz (S) 0.00	7007 Basil's Lemon Oatmeal Cookie 5oz (K)(S) 0.00	
4130 Pencils 12ct full size 0.00	5044 Old Fashioned Lemonade Discs 10oz 0.00	7008 Basil's Peanut Butter Creme Cookie 5oz (K)(S) 0.00	
4131 Drawing Pencils 4ct 0.00	5045 SF Starlite Mints 3.25oz (K)(S) 0.00	7009 Basil's Vanilla Creme Cookie (K)(S) 0.00	
4133 Tissue pocket pack 10ct 0.00	5047 SF Butterscotch Disc 3.25oz (K)(S) 0.00	7010 Apple Cinnamon Oatmeal SINGLE (K) 0.00	
4134 Typing Paper 0.00	5048 SF Zippy Strawberry Wafer 2.75oz (K)(S) 0.00	7011 Brown Sugar Oatmeal SINGLE (K) 0.00	
4135 Palmolive dish soap 0.00	5051 Skittles Tropical (S) 0.00	7012 Jalapeno Slices (K)(S) 0.00	
4137 Bicycle Pinocle cards 0.00	BEVERAGES		
4143 Koss CL-2 Headphones 0.00	6000 Nescafe Tasters Choice Single (K) 0.00	7016 Moon Lodge Hot Peanuts (K) 0.00	
4144 Koss CL-5 Headphones 0.00	6001 Sweet Sprinkles Sweet and low 10 ct (K) 0.00	7017 Cheez Its (K) 0.00	
4145 Koss CL-3 earbuds 0.00	6002 Creamer singles 10pk (K) 0.00	7020 Jalapeno Cheese Tub 16oz 0.00	
4146 Audio Ear Cord 0.00	6005 Mountain Dew 2oz (S) 0.00	7021 Old Fashioned Squeeze Grape Jelly 0.00	
4500 Fitted Sheet (Navy) 0.00	6010 Tea packets (K) 00 count 0.00	7022 Frito Lay Chetos 0.00	
4501 Pillow 20x26 0.00	6012 Swiss Miss SF Cocoa single 0.00	7024 Frito Lay Chetos Flamin' Hotz 0.00	
CANDY			
5000 Chick-O-Stick (K)(S) 0.00	6013 Cappuccino single (K)(S) 0.00	7027 Maruchan Chili Ramen 0.00	
5002 Keeffe Popcorn (K)(S) 0.00	6014 Instant Dry Milk 0.00	7028 Maruchan Texas Beef Ramen 0.00	
5003 M&M Plain (K)(S) 0.00	6015 Homestown Coffee 3oz (K) 0.00	7029 Maruchan Beef Ramen 0.00	
5004 Skittles (S) 0.00	6016 Sweet and low 110 ct 0.00	7030 Maruchan Chicken Ramen 0.00	
5005 Atomic Fire Ball 3oz (K)(S) 0.00	6017 Keeffe Instant Coffee 4.5oz 0.00	7031 Maruchan Cajun Shrimp Ramen 0.00	
5006 Hometown Root Beer Barrels 4.5oz (S) 0.00	6018 Maxwell House 4oz Coffee (K) 0.00	7032 Old Fashioned Squeeze Peanut Butter 0.00	
5007 Koss & Latex 1.5oz (S) 0.00	6019 Keeffe Coffee 4oz 0.00	7033 Old Fashioned Squeeze Cheddar Cheese 0.00	
5008 Snickers (K)(S) 0.00	6020 White Bear Ground Coffee 10oz 0.00	7034 Old Fashioned Squeeze Jalapeno Cheese 0.00	
5009 M&M Peanut (K)(S) 0.00	6021 Koal Aid Cherry 6oz (K)(S) 0.00	7035 Pre-Cooked White Rice 2oz (K)(S) 0.00	
5010 Twix (K)(S) 0.00	6022 Koal Aid Grape 6oz (K)(S) 0.00	7036 Pop Tart Strawberry 2ct 0.00	
5011 Hershey's Milk Chocolate (K)(S) 0.00	6023 Koal Aid Tropical Punch 6oz (K)(S) 0.00	7037 Toast'em Popup S'Mores 6ct box 0.00	
5012 Butterfinger (K)(S) 0.00	6024 Green Tea Blags 20ct 0.00	7038 Aspartame (Equal) 110ct 0.00	
5013 Milky Way (K)(S) 0.00	6025 Maxwell House 4oz Coffee (K) 0.00	7039 Lil Dutch Vanilla Wafers 11oz 0.00	
5014 Kit Kat (K)(S) 0.00	6026 Keeffe Tasters Choice SS Coffee 0.00	7040 Assorted Cream Cookies 16oz 0.00	
	6027 Swiss Miss Hot Cocoa Mix 0.00	7041 Hometown Spanish Rice 2.5oz 0.00	
		7042 Chicken of the Sea Pink Salmon 5oz (K) 0.00	

Commissary Sample Menu

ID: _____ Printed Name: _____ Revised 6/26/2018
 Location: _____ Signature: _____
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

7043 Chicken of the Sea Tuna In Water 7oz (K) 0.00	7106 Old Fashioned Louisiana Hot Sauce PC (K) 0.00	8994 Indigent Hand and Body Lotion 4oz 0.00	
7044 Mrs. Freshley's Cinnamon Roll Glazed (K) 0.00	7107 Americana Mayo PC (K) 0.00	8995 Indigent 2oz Shampoo/Body Wash BOTTLE 0.00	
7045 Freshley's Honey Bun Iced (K) 0.00	7108 Oatmeal Variety Pack 10ct 0.00	8996 Indigent Deodorant .5oz 0.00	
7046 Back Country Chili w/beans pouch 0.00	7109 Pop Tart Brown Sugar 2ct 0.00	8997 Indigent Soap 1oz 0.00	
7047 Mixed Nuts 10oz (S) 0.00	7110 Horseradish PC 0.00	8998 Indigent Ibuprofen 2ct 0.00	
7049 Instant Chili 4oz (K) 0.00	7112 Sugar Packets 10ct 0.00	8999 Indigent Acetaminophen 2ct 0.00	
7050 Mike's Carrot Cake (S) 0.00	7114 Little Debbie Creamy Bar Peanut Butter (K)(S) 0.00	9000 Indigent 1 Sheet of Paper 0.00	
7052 Back Country Hot Chili w Beans Pouch 0.00	7115 Little Debbie Granola Choc. Chip (K)(S) 0.00	9001 Indigent Comb 0.00	
7053 Freshley's Honey Bun Glazed (K) 0.00	7116 BBQ Sauce PC 0.00	9002 Indigent Golf Pencil 0.00	
7054 Freshley's Cupcakes 2pk Chocolate 0.00	7117 Velveta Mac & Cheese 3oz (K) 0.00	9003 Indigent Postcard 0.00	
7055 Cheddar Cheese Tub 16oz 0.00	7118 Old Fashioned Ranch Dressing PC 0.00	9004 Indigent POKTSH Shampoo 0.00	
7056 Earl's Cheesy Corn (S) 0.00	7119 Karl's Cashews 2.5oz Bag (K) 0.00	9005 Indigent Soap Bar 3oz 0.00	
7057 Hometown Refried Pinto Bean 3oz 0.00	7120 Trail Mix Original 2oz 0.00	9006 Indigent Toothbrush Shubby 0.00	
7059 Frito Lay Chetos Jalapeno 0.00	7121 Austin's Peanut Butter Cracker (K) 0.00	9007 Indigent Toothpaste 0.6oz 0.00	
7061 Frito Lay Doritos Cool Ranch 1.5oz 0.00	7122 Bakers Harvest Cheese Crackers 9oz Box 0.00	9008 Indigent Unstamped Envelope 0.00	
7062 Frito Lay Doritos Nacho Cheese 1.5oz 0.00	7124 Back Country Taco Filling w/Chicken 11.25oz 0.00	9009 Indigent Shave Cream PAKET 0.00	
7063 Earl's Cheesy Corn (S) 0.00	7125 Brushy Creek Black Beans Pouch 10oz 0.00	9017 Indigent Stamped Envelope 0.00	
7064 Frito Lay Fritos Chili Cheese 1.5oz 0.00	7126 Roast Beef & Gravy 10oz 0.00	9018 Indigent White Writing Pad 0.00	
7065 Frito Lay Funyuns Onion Chips (K) 0.00	7127 Beef Stew Pouch 11.25 0.00	9019 Indigent 1.6oz deodorant 0.00	
7066 Grandmas Chocolate Chip Cookies (K)(S) 0.00	7128 Brushy Creek Lasagna Pouch 11.25oz 0.00		
7067 Fisherman's Paradise Sardine Pouch (K) 0.00	7133 Peanuts 7oz (S) 0.00	ALL SALES FINAL	
7068 Andy Capp's Hot Fries - Small 0.00	7134 Bakers Harvest Wheat Crackers 9oz Box 0.00	CHECK ORDER AT DELIVERY	
7069 Jack Link's SQUATCH Meat Stick 0.00	7139 Keeffe Peanut Butter 18oz (K)(S) 0.00	TAXES ADDED AS NECESSARY	
7070 Sheboygan Beef Summer Sausage 5oz 0.00	7141 Cactus Annie's Park Rinds Hot & Spicy 0.00		
7071 Van Hollens Jumbo Hot Dill Pickle (K) 0.00	7142 Lil Dutch Chocolate Chip Cookie 12oz (K)(S) 0.00		
7072 Van Hollens Kosher Dill Pickle (K) 0.00	7143 Picante Sauce 10oz (S) 0.00		
7073 Frito Lay BBQ 1.5oz (K) 0.00	7144 Sweet Relish pe (K) 0.00		
7075 Frito Lay Sour Cream & Onion Chips 1.5oz (K) 0.00	7147 Ritz Crackers Full box (K) 0.00		
7076 Hot Sauce Bottle 6oz (K) 0.00	7148 Salkline Crackers Full Box (K) 0.00		
7077 Trails Best Beef and Cheddar 0.00	7149 Toast'em Popup Strawberry 6ct Box 0.00		
7078 Trails Best Double Barrel Salsami 0.00	7150 Toast'em Popup Blueberry 6ct Box 0.00		
7079 Oreo Mini Bites 1.5oz (K) 0.00	7151 Toast'em Popup Brown Sugar/Cinnamon 6ct Box 0.00		
7080 Maruchan Spicy Vegetable Ramen 0.00	7152 Blazin Hot Cheese Crunchy Nibblers 7oz 0.00		
7081 Salsitas Tortilla Chip 0.00	7153 Food Express Plain Bagel 0.00		
7083 Snyder's Hot Buffalo Pieces (K) 0.00	7154 Old Fashioned Cream Cheese Packet 0.00		
7084 Snyder's Jalapeno Pieces (K) 0.00	7156 Hershey's Chocolate Syrup Bottle 0.00		
7085 Jay's Krunchers kettle. Jalapeno Chip (K) 0.00	7157 Hershey's Caramel Syrup Bottle 0.00		
7086 Sayulita Butter Flavor Flour Tortillas 6ct. (K) 0.00	7158 Ketchup 24oz bottle 0.00		
7088 Swiss Rolls Box (K)(S) 0.00	7159 Mustard 8oz bottle 0.00		
7090 Cookpak Inst. Red Beans and Rice 2oz(K) 0.00	7160 Carmela Ready Oats 0.00		
7091 Austin's Cheese and Cracker (K)(S) 0.00	7163 Brown Rice 8oz 0.00		
7092 Cup O Noodle Beef 0.00	7164 White Rice 8oz 0.00		
7093 Cup O Noodle Chicken 0.00	7165 Kings Sunflower kernels tube 0.00		
7094 Cup O noodle Spicy Chile Chicken 0.00	7168 Oreo Brownie 0.00		
7095 Hometown Refried Beans w/Jalapeno 8oz (K) 0.00	7169 Chocolate Mini Donuts 6ct 0.00		
7096 Chicken Breast Pouch 4.5oz 0.00	7170 Powdered Mini Donuts 6ct 0.00		
7097 Malt-O-Meal Frosted Flakes Bowl 1oz 0.00	TOBACCO		
7098 Malt-O-Meal Raisin Bran Bowl 1.25oz 0.00	8002 E-Cig Regular 0.00		
7100 Soy Sauce Packet 0.00	8003 E-Cig Menthol 0.00		
7101 Honey Scooters Bowl (Cheerios) 1oz 0.00	SPECIAL		
7102 Americana Mustard PC (K) 0.00	8912 INDIGENT Tak Pe Toothbrush 0.00		
7103 Americana Ketchup PC (K) 0.00	8924 INDIGENT Bic Razor 0.00		
7104 Pepper Packets-10ct 0.00	8928 INDIGENT .50 Stamp 0.00		
7105 Salt Packets-10ct (K) 0.00	8993 Indigent. Tums 9ct 0.00		

Thank you

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

14.a

Subject:

For Possible Action: Approve a subrecipient agreement from the City of Fernley to accept a grant for \$320,000 in CARES funding for the costs of public safety personnel.

Summary:

This is a grant subrecipient agreement whereby the City of Fernley will allocate \$320,000 in CARES funding to Lyon County for paying for public safety personnel salaries and benefits.

Financial Department Comments:

This will be recorded in the General Fund and used to pay for public safety salaries.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a subrecipient agreement from the City of Fernley to accept a grant for \$320,000 in CARES funding for the costs of public safety personnel.

ATTACHMENTS

- - [Subrecipient Agreement between City of Fernley and Lyon County](#)

SUBRECIPIENT AGREEMENT TO USE
CORONAVIRUS RELIEF FUND MONIES FROM THE CARES ACT (CARES)
BETWEEN CITY OF FERNLEY AND LYON COUNTY

WHEREAS, City of Fernley has received CARES funding from the State of Nevada as a passthrough from the federal government to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, Lyon County has had to modify normal operations to respond to COVID-19. These modifications include public safety/emergency response personnel presumed to be substantially dedicated to fighting COVID-19, etc.; and

WHEREAS, Lyon County is requesting CARES funding to cover eligible costs in responding to COVID-19;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree that the use of cares funds be conveyed to Lyon County by the City of Fernley subject to the following award information, conditions, and limitations:

A. Award Information

Awarding Agency: City of Fernley
Subrecipient Names: Lyon County
Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019 – Coronavirus Relief Fund (CRF)
Period of Performance: 03/01/2020 – 12/31/2021
Amount of Award and Budget: \$320,000

B. Project Description

The City of Fernley will award an amount, not to exceed \$320,000 in CARES Funds to Lyon County on a reimbursement basis for the purpose of covering the cost of public safety/emergency response personnel salaries and benefits presumed to be substantially dedicated to fighting COVID-19 for the period from March 1, 2021 – December 31, 2021.

C. 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 City of Fernley shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. City of Fernley shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the City of Fernley is an independent entity.
2. Lyon County shall hold harmless and indemnify the City of Fernley from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the City of Fernley’s performance or nonperformance of the services or subject matter called for in this Agreement.

3. City of Fernley or Lyon County 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 City of Fernley or Lyon County from its obligations under this Agreement.
 - City of Fernley may, in its discretion, amend this Agreement to confirm 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 City of Fernley and Lyon County.
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. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Lyon County under this Agreement shall, at the option of the City of Fernley, become the property of the City of Fernley, and Lyon County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - City of Fernley may also suspend or terminate this Agreement, in whole or in part, if Lyon County materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City of Fernley may declare Lyon County ineligible for any further participation in City of Fernley's award agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe Lyon County is in noncompliance with any applicable rules or regulations, City of Fernley may withhold funding.

D. Award Assurances

A signature on this Agreement 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 award funds will not be used to supplant existing financial support for current programs.
4. No portion of these award funds will be subcontracted without prior written approval unless expressly identified in the award 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).
6. Compliance with 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 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
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. Certifications that neither Lyon County 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, Department and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). No funding associated with this award will be used for lobbying.
8. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
9. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
10. An organization receiving award funds through the City of Fernley shall not use these 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 off 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.
11. An organization receiving award funds through the City of Fernley may, to the extent and in the manner authorized in its award, use award 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 the award from providing information that is directly related to the award.

12. Lyon County proposed uses of the funds provided as payment under section 601(a) of the Social Security Act will be used only to cover those costs that:
 - a. Are necessary expenditures incurred to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“necessary expenditures”);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Lyon County; and
 - c. Were incurred during the period that begins on January 1, 2021 and ends on July 31, 2021.
13. Lyon County understands that any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections.
14. Lyon County understand that funds received pursuant to this certification cannot be used for expenditures for which Lyon County has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

E. Financial Reporting

Lyon County agrees:

- To request reimbursement, accompanied by supporting documentation, by September 6, 2021, for the actual payroll and benefit expenses for public safety/emergency personnel incurred during the period January 1 through July 31, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this ___ day of _____, 2021.

Signed by :

Vida Keller, Chair
Lyon County Board of Commissioners

Roy Edgington, Mayor
Fernley City Council

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

15.a

Subject:

For Possible Action: Approve change order from K&C Construction for the Silver Stage Ballfield Project for an additional \$6,436.00 to come out of the Park Construction Tax. This change order includes adding 57 more feet of chain-link fencing and installation of the redesigned 2 man/horse proof gates.

Summary:

For Possible Action: Approve change order from K&C Construction for the Silver Stage Ballfield Project for an additional \$6,436.00 to come out of the Park Construction Tax. This change order includes adding 57 more feet of chain-link fencing and installation of the redesigned 2 man/horse proof gates.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve change order from K&C Construction for the Silver Stage Ballfield Project for an additional \$6,436.00 to come out of the Park Construction Tax. This change order includes adding 57 more feet of chain-link fencing and installation of the redesigned 2 man/horse proof gates.

ATTACHMENTS

- - [Staff Report](#)
- - [Change Order with K&C Construction for the Silver Stage Ballfield Project](#)



LYON COUNTY
FACILITIES DEPARTMENT

Buildings & Grounds

Services & Maintenance

18 Highway 95A North
Yerington, Nevada 89447
Phone: (775)463-6551 Fax: (775)463-6555

Douglas Homestead
Director

Nathan Bake
Building & Grounds
Supervisor-South

Judge Smith
Parks, Building & Grounds
Supervisor-North

Steffanie Robinson
Custodial Supervisor

To: Board of County Commissioners

From: Douglas Homestead, Lyon County Facility Director

RE: Change order for Silver Stage Ballfield

Date: August 11, 2021

Silver Stage Ballfield Project

Alternate A on the original bid from K&C Construction was for man/horse gates for the ballfield. The original bid was for \$2,850.00. After conducting a redesign of the gates and material cost increase since the original cost estimate. The new cost to complete this item is \$6,532.00. This causes a change order in the amount of \$3,682.00 to complete this item.

Additionally, we found a 57 foot area of the perimeter fence consisting of barbed wire. We would like to remove the barbed wire and replace with chain-link to match the existing. This would be at a cost of \$2,754.00.

See attached estimate from K&C Construction.

The funds would come out of the Park Construction Tax account.

Sincerely,

Douglas Homestead

K & C Construction LLC
 PO Box 22466
 Carson City, NV 89721
 Bid Limit \$2,500,000.00
 NV Lic # 0079034, 0079237, 0081038, 0086464

Phone 775-691-6462
 775-450-3430

Estimate

Date	Estimate #
8/4/2021	970

Name / Address
Lyon County Facilities Department 18 Highway 95 A North Yerington, NV 89447

Homeowners of single family residences who have entered into a contract with a licensed residential contractor and have suffered actual damages, and exhausted all other means of recovery, may submit a claim on the Residential Recovery Fund. Go to www.nvcontractorsboard.com for more information.

P.O. No.

Description	Qty	Rate	Total
Silver Stage Ball Field			
Alternate A: Redesign of horse proof gates, the original estimate of \$2850. the New estimate is \$6532.00		6,532.00	6,532.00
Item 2: Install 57' of Chain Link fencing to replace barbed wire fencing on Northeast section of fencing		2,754.00	2,754.00
		Total	\$9,286.00

Signature _____

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

15.b

Subject:

For Possible Action: Approve additional speakers and replacement of sound system equipment at the Lyon County Fairgrounds in the amount of \$6,200, to be funded from a contingency budget transfer.

Summary:

The sound system at the fairgrounds is in need of adding some additional speakers and upgrading the amp. There were issues during the Lyon County Fair & Rodeo with hearing the announcer throughout the stands, warmup area, and arena that can be fixed with additional speakers and a higher capacity amp. This will save the Fair Board from using annual budget funds to lease a sound system.

Financial Department Comments:

This would be funded from a budget transfer from contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve additional speakers and replacement of sound system equipment at the Lyon County Fairgrounds in the amount of \$6,200, to be funded from a contingency budget transfer.

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

15.c

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

- - [Claims Report 8-1-21 to 8-15-21](#)
- - [Cash Report 8-15-21](#)

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

<u>LYON COUNTY</u>	<u>BILLS</u>	<u>PAYROLL</u>	<u>TRUST AND AGENCY</u>	<u>BILLS</u>	<u>PAYROLL</u>
Governmental Funds					
General	506,675.41	1,066,784.06	DNA Testing	1,908.70	
Employees Benefits			Mason Valley Swimming Pool District	2,412.55	12,246.54
Park Construction Tax			Silver Springs/Stagecoach Hospital	2,631.63	3,162.43
Co-Op Extension	638.12		Fernley Swimming Pool	25,157.70	17,668.90
Unemployment			City of Fernley	195,854.03	
Room Tax	798.60		Mason Valley Fire Protection District	19,755.41	36,428.43
Aid to Domestic Violence	680.00		North Lyon County Fire Protection District	39,724.51	
Vehicle Acquisition			Smith Valley Fire Protection District	38,385.44	2,381.77
Fair and Rodeo	3,496.89		Stagecoach General Improvement District		
Capital Improvements	40,988.78		South Lyon Hospital District	66,272.59	
Justice Court Special Assessment	12,500.00		State of Nevada	395,369.27	
District Court Restricted Fees			City of Yerington	16,783.71	
Juvenile Probation Special Assessment	91.29	1,636.28	Fish and Game		
County Library Gift			Walker River Irrigation District		
Western Regional Youth Facility	28,463.84	64,155.58	Range Improvement		
911 Surcharge	32,783.30		Lyon County Bond		
Mining Claim Map	625.00		Coroner Estate Proceeds		
Road	11,333.93	60,945.31	County Trust Property		
R T C	4,135.75		Social Security Payee Program	9,838.67	
Road Improvement	19,455.47		Central Lyon County Fire Protection District	121,096.01	
General Indigent	8,454.47	70,989.32	Carson Water Sub-Conservancy District		
Medical Indigent	14,365.25	8,838.37	Dayton Valley Ground Water		
Senior Services	23,735.44	52,832.78	Smith Valley Artesia		
Senior Services Donations	939.70		Mason Valley Artesia		
Animal Control Donations			Churchill Valley Ground Water		
Enterprise Funds			Truckee Carson Irrigation District		
Dayton Water Utility	29,133.24	67,044.87	Fernley Ground Water		
Dayton Sewer Utility	44,718.16	39,722.66	Lyon County School District	561,482.81	
Component Unit Funds			Subtotal	1,496,673.03	71,888.07
Mason Valley Mosquito Control District	155.21	5,021.31			
Central Lyon Vector Control District					
Walker River Weed Control District	106.20	1,211.07			
Silver Springs General Improvement District	2,332.66				
Willowcreek General Improvement District	1,759.65				
Subtotal	788,366.36	1,439,181.61			
			SUMMARY		
			Lyon County	788,366.36	1,439,181.61
			Trust & Agency	1,496,673.03	71,888.07
			TOTAL	2,285,039.39	1,511,069.68

CASH REPORT

August 15, 2021

<u>LYON COUNTY</u>	<u>BALANCE</u>	<u>TRUST AND AGENCY</u>	<u>BALANCE</u>
Governmental Funds			
General	10,703,425.40	DNA Testing	1,928.52
Park Construction Tax	657,260.73	Mason Valley Swimming Pool District	2,162,604.04
Cooperative Extension	333,928.57	Silver Springs/Stagecoach Hospital	1,661,106.68
Unemployment	439,940.56	Fernley Swimming Pool District	1,872,467.95
Room Tax	94,458.12	City of Fernley	497,012.62
County Stabilization	1,650,000.00	<u>Mason Valley Fire Protection District</u>	.
Aid to Domestic Violence	310.00	General Fund	253,269.29
Vehicle Acquisition	48,361.35	Ambulance Fund	871,665.45
Fair and Rodeo	187,344.84	Acquisition Fund	528,722.14
Justice Court Special Assessment	987,941.05	Emergency Fund	15,704.28
District Court Restricted Fees	705,444.66	North Lyon County Fire Protection District	111,144.74
Juvenile Probation Special Assessment	69,142.28	<u>Smith Valley Fire Protection District</u>	.
Library Gift	8,656.94	General Fund	482,610.11
Western Nevada Regional Youth Center	1,247,750.71	Emergency Fund	318,358.49
Mining Claim Map	12,024.07	Acquisition Fund	1,082,834.46
911 Surcharge	628,178.98	Stagecoach General Improvement District	8,009.26
Animal Control Donations	15,915.66	South Lyon Hospital District	772,021.88
Road	442,054.44	State of Nevada	424,944.89
R T C	13,906,791.26	City of Yerington	25,542.63
Road Improvement	1,617,679.23	Fish and Game	6,980.77
General Indigent	218,344.68	Walker River Irrigation District	88,422.04
Medical Indigent	1,994,474.59	Range Improvement	2,565.16
Senior Services	263,895.57	Lyon County Bond	481,244.20
Senior Services Donations	95,256.21	Coroner Estate Proceeds	2,354.96
Capital Improvements	14,928,231.97	County Trust Property	291,334.68
Subtotal Governmental Funds	51,256,811.87	Social Security Payee Program	200,636.22
Enterprise Funds			
Dayton Water Utility	12,367,340.40	<u>Central Lyon County Fire Protection District</u>	.
Dayton Sewer Utility	9,796,006.98	General Fund	219,604.27
Subtotal Enterprise Funds	22,163,347.38	Ambulance Fund	28,132.09
Component Unit Funds			
Mason Valley Mosquito Control District	619,771.68	Carson Water Sub-Conservancy District	14,897.32
Central Lyon County Vector Control District	273,344.87	Dayton Valley Ground Water	1,645.25
Walker River Weed Control District	157,094.37	Smith Valley Artesia	4,376.88
Silver Springs General Improvement District	3,386,360.18	Mason Valley Artesia	8,616.89
Willowcreek General Improvement District	554,689.30	Churchill Valley Ground Water	1,396.06
Subtotal Component Unit Funds	4,991,260.40	Truckee Carson Irrigation District	28,291.51
		Fernley Ground Water	1,258.11
		<u>Lyon County School District</u>	.
		General Fund	754,358.05
		Debt Service Fund	581,487.23
Total Lyon County	78,411,419.65	Total Trust and Agency	13,807,549.12

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

<u>SUMMARY</u>		<u>BANK ACCOUNTS AND PETTY CASH</u>	
Lyon County	78,411,419.65	Wells Fargo Bank Checking	41,146,904.98
Trust & Agency	13,807,549.12	Local Government Investment Pool	51,039,884.71
Unallocated Cash		Inmate Trust	1,000.00
Unapportioned Secured Taxes	-	Fernley Swimming Pool Imprest	300.00
Unapportioned Unsecured Taxes	-	Dayton Utilities Imprest	500.00
Unapportioned Purchase Cards	(33,317.85)	Silver Springs GID Imprest	500.00
Unapportioned Interest	11,996.77	Petty Cash	8,558.00
TOTAL	92,197,647.69	TOTAL	92,197,647.69

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

15.d

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 8-1-21 to 8-15-21](#)

LYON COUNTY TRAVEL REPORT
AUGUST 1-15, 2021

Department / Name	Description	Amount
Sheriff		
Matthew Galvin	K9 Handler Certification Scotland Neck, NC 07/10-08/21/2021 -Flight	993.97
Gabriel Santos	K9 Handler Certification Scotland Neck, NC 07/10-08/21/2021 -Flight	993.97
Ramiro Soukup	K9 Handler Certification Scotland Neck, NC 07/10-08/21/2021 -Flight	993.97
John Vandiver	SRO Training Independence, OR 08/08-08/14/2021-Registration, Flight	1,122.95
Richard Spencer	SRO Training Independence, OR 08/08-08/14/2021-Registration, Flight	1,122.95
Mitchell Brantingham	ASP Instructor Course Whittier, CA 10/04-10/08/2021 -Registration	25.00
Bret Wiley	ASP Instructor Course Whittier, CA 10/04-10/08/2021 -Registration	25.00
Peter Whitten	Advanced SRO Richland, WA 07/18-07/22/2021 -Lodging	476.52
Tyler Joyner	Narcotics and Specialized Unit Course Fremont, CA 07/11-07/17/2021-Lodging	978.70
Frank Hunewill	Meeting Ely, NV 07/22/2021 -Lodging	213.49
Commissioners		
Wes Henderson	NACO Conference FT. Washington, MD 07/08-07/13/2021 -Lodging, Mileage, Per Diem, Baggage Fee	1,634.54
Robert Jacobson	Jan-June Travel -Mileage	645.12
Human Services		
Carly Thom	Kidz in Motion Conference Madison, WI 08/11-08/14/2021 -Per Diem, Flight, Registration	1,011.41
Heather Benson	MOST Crisis Intervention Training Phoenix, AZ 08/15-08/18/2021 -Per Diem	114.00
Lucrecia Salguero	MOST Crisis Intervention Training Phoenix, AZ 08/15-08/18/2021 -Per Diem, Mileage	158.80
Planning		
Audrey Allan	Planning Commission Meeting 08/10/2021 -Mileage	53.42
Tammy Hendrix	Planning Commission Meeting 08/10/2021 -Mileage	35.84
Loretta Sell	Planning Commission Meeting 08/10/2021 -Mileage	36.96
Constantine Kuzmicki	Planning Commission Meeting 08/10/2021 -Mileage	31.36
Animal Services		
Nicole Cates	PETCO Klamath Falls, OR 08/03/2021 -Mileage, Per Diem	347.32
Facilities		
Judge Smith	Travel to Board Meeting Smith Valley, NV 08/02/2021 -Mileage	52.64
Juvenile Probation		
Amber Valencia	Peer Support Training Reno, NV 08/16-08/17/2021 -Per Diem, Mileage	128.00
Letitia Talbot	Peer Support Training Reno, NV 08/16-08/17/2021 -Per Diem	34.00
		<u>11,229.93</u>

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

16.a

Subject:

Approval of the Final Subdivision Map for POINT LEGADO, PHASE 3, located in Dayton, NV (APN 016-361-73), not including road rights-of-way which have been offered for dedication and will not be accepted by the County until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.

Summary:

The Tentative Subdivision Map for POINT LEGADO, PHASE 3 was originally approved by the Board of Commissioners on September 14, 2004 and has been extended through a series of Time Extensions and most recently, an Amendment to the Herrmann Ranch Agreement. This subdivision consists of 33 single family residences. All of the conditions imposed on the Tentative Map have been met and the County Engineer has reviewed and approved this map. Lyon Utilities and State of Nevada, Water Resources Division, and Division of Environmental Protection relating to sewer capacity, have also approved the development and have signed the Final Map. The roads that serve the single family residences, located North of Dayton Valley Road, have been offered for dedication but will not be accepted by the County until the build out in that phase has reached 90%. Build out means that the structures have received a Certificate of Occupancy and active water & sewer accounts have been established. Prior to any infrastructure being accepted by the County any damaged, deteriorated or failing infrastructure must be replaced, repaired, inspected and approved by Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Staff recommends approval of the final map for POINT LEGADO, PHASE 3, based on the following findings:

- A. That the final map is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. That the final map has met each of the required conditions of approval;
- C. That the final map will not be detrimental to the public health, safety, convenience and welfare; and
- D. That the final map will not result in material damage or prejudice to other property in the vicinity;

ATTACHMENTS

- - [Final Map](#)
- - [NDEP Approval Letter](#)

- - Will Serve
- - Bond

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SILVERADO DAYTON VALLEY, INC., A NEVADA CORPORATION, IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT, AND HAS/HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF THE NEVADA REVISED STATUTES, CHAPTER 278 AND LYON COUNTY CODE, TITLE 11.

- 1. THE ACCESS, DRAINAGE, SEWER, PUBLIC UTILITY, AND PUBLIC USE EASEMENTS SHOWN ARE HEREON ARE HEREBY GRANTED AS PERMANENT EASEMENTS FOR THE STATED PURPOSE.
- 2. THE RIGHTS-OF-WAY, ROADS, STREETS AND AVENUES AS IDENTIFIED HEREON INCLUDING ALL APPURTENANCES THERETO IS/ARE PRIVATE AND ARE SET APART TO BE A PRIVATE THOROUGHFARE IN PERPETUITY.

THE OWNER OF THIS SUBDIVISION MAP AND THEIR HEIRS ASSIGNS AND SUCCESSORS, AGREE TO PROVIDE NOTICE OF THE PROVISIONS OF NRS 40.140 AND CHAPTER 10.15 OF THE LYON COUNTY CODE TO ANY AND ALL SUBSEQUENT PURCHASERS.

WE DECLARE THAT WE EXECUTED THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR NAMES

SILVERADO DAYTON VALLEY, INC., A NEVADA CORPORATION, ITS MANAGER

BY: _____ DATE _____

THOMAS G. EVANCE, VICE PRESIDENT

STATE OF _____ } SS
COUNTY OF _____

ON THIS _____ DAY OF _____, 202____, PERSONALLY APPEARED BEFORE ME, THOMAS G. EVANCE, VICE PRESIDENT OF SILVERADO DAYTON VALLEY, INC., A NEVADA CORPORATION, ITS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

SECURITY INTEREST HOLDER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, REPRESENTING SILVERADO DAYTON VALLEY, INC., A NEVADA CORPORATION & LD LOTS LLC, A NEVADA LIMITED LIABILITY COMPANY, BENEFICIARY OF THE DEED OF TRUST RECORDED AS DOCUMENT NO. _____ ON _____, AND THE DEED OF TRUST RECORDED AS DOCUMENT NO. _____ ON _____, BOTH BEING OFFICIAL RECORDS OF LYON COUNTY, NEVADA, CONSENTS TO THE PREPARATION AND RECORDATION AND THE DEDICATION OF ALL UTILITY EASEMENTS SHOWN HEREON, AND HEREBY RELINQUISHES AND SUBORDINATES ANY LIENS HELD BY THE UNDERSIGNED IN FAVOR OF SUCH UTILITY EASEMENTS SHOWN HEREON.

BY: _____ DATE _____

PRINTED NAME: _____

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY (INDIVIDUAL WELLS) AND A COMMUNITY SYSTEM (INDIVIDUAL SEWAGE DISPOSAL SYSTEMS) FOR DISPOSAL OF SEWAGE.

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION DATE _____
BUREAU OF WATER POLLUTION CONTROL

RIGHT TO FARM

THE LANDS SHOWN HEREON ARE SUBJECT TO THE PROVISIONS OF NEVADA REVISED STATUTES 40.140 AND CHAPTER 10.15 OF THE LYON COUNTY CODE, THE RIGHT TO FARM. LYON COUNTY HAS DETERMINED THAT THE HIGHEST AND BEST USE FOR AGRICULTURAL LAND IS TO DEVELOP OR PRESERVE SAID LANDS FOR THE PURPOSES OF AGRICULTURAL OPERATIONS AND IT WILL NOT CONSIDER THE INCONVENIENCES OR DISCOMFORTS ARISING FROM OR RELATED TO AGRICULTURAL OPERATIONS TO BE A PERCEIVED NUISANCE IF SUCH OPERATIONS ARE LEGAL, CONSISTENT WITH ACCEPTED CUSTOMS AND STANDARDS AND OPERATED IN A NON-NEGLIGENT MANNER.

COMMUNITY DEVELOPMENT DEPARTMENT AND PLANNING COMMISSION CERTIFICATE

THIS FINAL PLAT WAS REVIEWED BY THE PLANNING DEPARTMENT ON THE _____ DAY OF _____, 202____. THE PLAT HAS BEEN EXAMINED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE BOARD OF COMMISSIONERS ON THE 7th DAY OF OCTOBER, 2004, AND ALL CONDITIONS IMPOSED UPON ITS APPROVAL HAVE BEEN SATISFIED.

IN ADDITION, ALL OFFERS OF DEDICATION FOR ALL PUBLIC ROADWAYS AND OTHER PUBLIC USES WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE;

BY: _____ DATE _____ BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

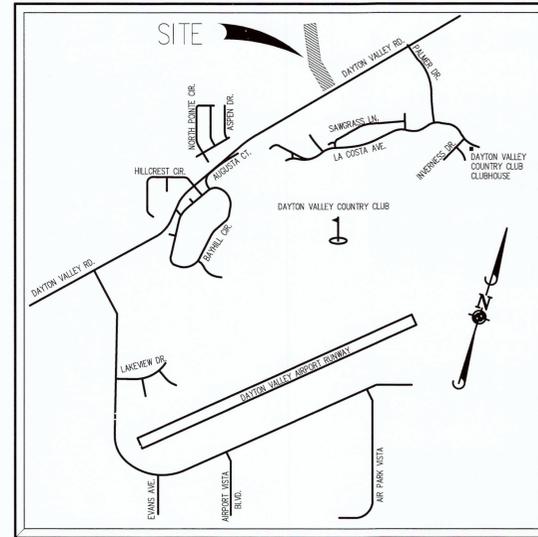
LYON COUNTY REVIEW

THE UNDERSIGNED LYON COUNTY DEPARTMENT HEADS AND LOCAL FIRE DISTRICT HEREBY CERTIFY THAT THE FINAL SUBDIVISION MAP HAS BEEN REVIEWED BY EACH DEPARTMENT OR LOCAL FIRE DISTRICT FOR ALL IMPROVEMENTS THEREOF.

BY: _____ DATE _____ BY: _____ DATE _____
CENTRAL LYON COUNTY FIRE DISTRICT LYON COUNTY PUBLIC WORKS

BY: _____ DATE _____ BY: _____ DATE _____
LYON COUNTY ROAD MANAGER LYON COUNTY ASSESSOR

FINAL MAP OF POINT LEGADO PHASE 3



VICINITY MAP N.T.S.

NEVADA BUREAU OF SAFE DRINKING WATER

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES IN ACCORDANCE WITH NEVADA REVISED STATUTES. THIS APPROVAL PREDICATES COMMUNITY WATER SUPPLY AND COMMUNITY SERVICE DISPOSAL.

BUREAU OF SAFE DRINKING WATER DATE _____

BY: _____

COUNTY ENGINEER'S CERTIFICATE

I, _____, CERTIFY THAT I HAVE EXAMINED THIS FINAL MAP OF POINT LEGADO, PHASE 3 LOCATED IN THE NE 1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 22 EAST, M.D.M., COUNTY OF LYONS, STATE OF NEVADA AS SHOWN ON THIS PLAT, THAT IT IS SUBSTANTIALLY AS IT APPEARS ON THE APPROVED TENTATIVE MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT ADEQUATE ASSURANCES HAVE BEEN PROVIDED THAT IMPROVEMENTS WILL BE COMPLETED AND MAINTAINED IN ACCORDANCE WITH CHAPTER 110 OF THIS TITLE, AND THAT REQUIRED SURVEY MONUMENTS WILL BE SET BY _____, 202____.

BY: _____ P.E., COUNTY ENGINEER DATE _____

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED AND ACCEPTED BY THE LYON COUNTY BOARD OF COMMISSIONERS AT THEIR MEETING HELD ON THE _____ DAY OF _____, 20____.

LYON COUNTY CLERK

COUNTY CLERK/TREASURER CERTIFICATE

I, NIKKI BRYAN, LYON COUNTY CLERK/TREASURER HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, CITY OR LOCAL TAXES OR SPECIAL ASSESSMENTS AND THAT ALL TAXES FOR THE FISCAL YEAR HAVE BEEN PAID ON PROPERTY THAT IS THE SUBJECT OF THIS MAP.

APN: _____

NIKKI BRYAN, COUNTY CLERK/TREASURER DATE _____

SURVEYOR'S CERTIFICATE

I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1.) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF SILVERADO DAYTON VALLEY, INC., A NEVADA CORPORATION.
- 2.) THE LANDS SURVEYED LIE WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 16 NORTH (T16N), RANGE 22 EAST (R22E), M.D.B.&M., LYON COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON FEBRUARY 17, 2018.
- 3.) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUES AND ANY LOCAL ORDINANCES.
- 4.) THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN, AND WILL OCCUPY THE POSITIONS INDICATED BY THE REQUIRED DATE.

LEE H. SMITHSON, P.L.S.
NEVADA CERTIFICATE NO. 5097



DIVISION OF WATER RESOURCES CERTIFICATE

THIS FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

BY: _____ DATE _____
DIVISION OF WATER RESOURCES

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT SILVERADO DAYTON VALLEY, INC., A NEVADA CORPORATION & LD LOTS LLC, A NEVADA LIMITED LIABILITY COMPANY OWNS OF RECORD, AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNER OF RECORD OF SAID LAND; THAT THE OWNER OF RECORD OF THE LAND HAS SIGNED THE FINAL MAP; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS TO BE DIVIDED EXCEPT AS SHOWN BELOW; THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS.

WESTERN TITLE COMPANY

BY: _____ DATE _____

UTILITY COMPANIES CERTIFICATE:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED. THIS APPROVAL DOES NOT GUARANTEE ACCESSIBILITY FOR SERVICE.

BY: _____ DATE _____
LYON COUNTY UTILITIES

BY: _____ DATE _____
NEVADA BELL TELEPHONE COMPANY
D/B/A AT&T NEVADA

BY: _____ DATE _____
CHARTER COMMUNICATIONS

NV ENERGY CERTIFICATE:

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO NV ENERGY WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THAT TIME OF INSTALLATION AND THE UTILITY COMPANY.

THE PUBLIC UTILITY EASEMENTS SET FORTH WITH THE FINAL _____ MAP FOR THE _____ FILED FOR RECORD ON _____ AS DOCUMENT NO. _____ WITHIN PARCEL _____ AND THE REMAINDER PARCEL ARE ABANDONED AND SUPERSEDED BY THOSE SHOWN ON THIS FINAL MAP.

NV ENERGY
SIGNATURE: _____ DATE _____
PRINTED NAME: _____

SOUTHWEST GAS CERTIFICATE:

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

SOUTHWEST GAS COMPANY
SIGNATURE: _____ DATE _____
PRINTED NAME: _____

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LENNAR RENO, LLC ON THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ O'CLOCK _____ M. IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

RECORDING FEE: _____ RECORDER _____
FILE No.: _____ BY: _____

DIGITAL COPY NOTE

A DIGITAL COPY OF THIS PLAT HAS BEEN SENT TO THE GIS DEPARTMENT.

KERRY PAGE, PLANNING ASSISTANT

FINAL MAP OF POINT LEGADO - PHASE 3
A RESUBDIVISION OF PARCEL 2-A OF POINT LEGADO PHASE 2
MAP FILE NO. 610641, SITUATE WITHIN THE NE QUARTER
OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 22 EAST, MDM
LYON COUNTY NEVADA
DRAWN BY: RAP
DATE: JUNE 2021
PROJ. CODE: SHNLCNV
PROJ. #: 01
SHEET 1 OF 3
Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph: 775-746-9500 fx: 775-746-9590 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

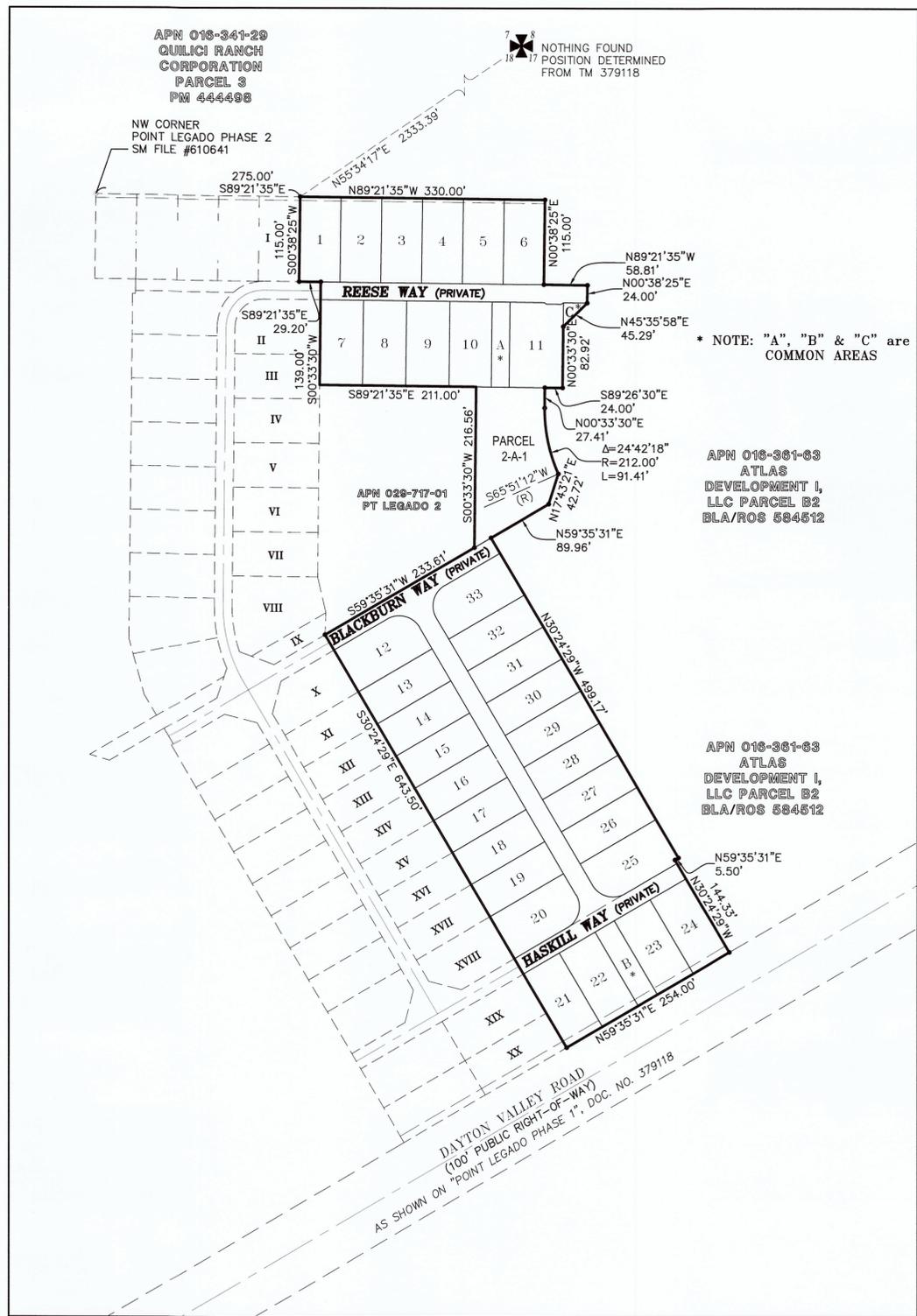
June 2, 2021 - 10:45 Dwg Name: P:\Users\m01\My\Subdiv\Final Drawings\Point of Subdivision\Phase 3\SHNLCNV01_P013_FM.dwg Updated By: R0494232

NOTES

- GRANTS OF EASEMENTS BY THIS MAP ARE LIMITED TO THEIR CORRESPONDING BENEFICIARIES AND SERVICE PROVIDERS. IN CASES WHERE EASEMENTS GRANTED BY THIS MAP OVERLAP EXISTING EASEMENTS, THE EXISTING EASEMENT WILL TAKE PRECEDENCE UNLESS NOTED AND/OR DEPICTED OTHERWISE.
- PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED 5 FEET IN WIDTH ALONG ALL SIDE AND REAR LOT LINES AND 10 FEET ADJACENT TO ALL STREETS UNLESS OTHERWISE NOTED.
- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICES TO THAT PARCEL AND THE EXCLUSIVE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY SERVICES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- A PRIVATE DRAINAGE EASEMENT, 5 FEET IN WIDTH COINCIDENT WITH ALL REAR LOT LINES AND 10 FEET IN WIDTH CENTERED ON ALL INTERIOR LOT LINES ARE ALSO HEREBY GRANTED FOR THE EXCLUSIVE PURPOSE OF PROVIDING DRAINAGE FOR THE MUTUAL BENEFIT OF ADJOINING LOT OWNERS, SAID EASEMENT TO BE RE-LOCATABLE WITH THE ADJUSTMENT OF BOUNDARY LINES AS AGREED UPON BY THE ADJOINING LOT OWNERS.
- ALL PUBLIC UTILITY EASEMENTS SHALL INCLUDE ACCESS, INSTALLATION & MAINTENANCE BY CABLE TELEVISION SERVICES.
- SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS LISTED IN DOCUMENT NUMBERS: 97597, 384064, 98262, 102981, 102983, 110113, 125631, 150675, 172172, 179411, 393162.
- SUBJECT TO THE AGREEMENT REGARDING ASSIGNMENT IN DOCUMENT NUMBER 268599. BLANKET IN NATURE
- ALL PUBLIC UTILITY EASEMENTS SUBJECT TO CONDITIONS OF DOCUMENT NUMBERS 415460, & 432112. BLANKET IN NATURE
- SUBJECT TO DECLARANT RIGHTS IN DOCUMENT NUMBER 474413.
- SUBJECT TO ACCESS AND UTILITY EASEMENTS CONTAINED IN DOCUMENT NUMBER 522345. BLANKET IN NATURE
- SUBJECT TO SPECIAL DECLARANT'S RIGHTS CONTAINED IN DOCUMENT NUMBER 474413.
- THE NATURAL DRAINAGE WILL NOT BE IMPEDED DURING CONSTRUCTION OR IMPROVEMENT OF LOTS.
- THE ROADS SHOWN HEREON ARE TO REMAIN PRIVATE WITH AN EASEMENT GRANTED FOR ACCESS AND UTILITY USE.
- RIGHT TO FARM NOTE: THE LANDS SHOWN HEREON ARE SUBJECT TO THE RIGHT TO FARM ORDINANCE AS APPROVED BY THE LYON COUNTY BOARD OF COMMISSIONERS ON APRIL 16, 1998 ORDINANCE No. 439 BILL No. 98-05. SEE ORDINANCE FOR PARTICULARS.
- A BLANKET PRIVATE ACCESS EASEMENT IS HEREBY GRANTED OVER PARCEL 2-A-1 AND COMMON AREAS "A", "B" & "C" SHOWN HEREON.
- A BLANKET PUBLIC UTILITY EASEMENT (P.U.E.), PEDESTRIAN ACCESS EASEMENT (P.E.D.), SANITARY SEWER EASEMENT (S.S.E.), WALL EASEMENT (W.E.), AND WATER LINE EASEMENT (W.L.E.) IS HEREBY GRANTED OVER ALL PRIVATE STREETS, COMMON AREAS "A", "B" & "C", AND PARCEL 2-A-1 SHOWN HEREON.
- THE LANDSCAPE EASEMENTS (L.E.) SHOWN HEREON GIVE THE HOMEOWNERS ASSOCIATION THE RIGHT TO PLANT, IRRIGATE AND MAINTAIN ANY LANDSCAPING OR LANDSCAPE APPURTENANCES.
- A BLANKET STORM DRAINAGE EASEMENT IS HEREBY GRANTED ACROSS PARCEL 2-A-1 AND COMMON AREA "A".
- THE PROPERTY IS SUBJECT TO BLANKET ACCESS AND UTILITY EASEMENTS PER DOCUMENT NO. 415460, 432112 AND 522345.

ADJOINERS

- APN 016-341-29 POINT LEGADO PHASE 2
- SAME AS ABOVE
- SAME AS ABOVE
- SAME AS ABOVE
- APN 029-719-04 136 COSSER ST
- APN 029-719-05 136 COSSER ST
- APN 029-719-06 134 COSSER ST
- APN 029-719-07 132 COSSER ST
- APN 029-719-08 COSSER ST
- APN 029-719-01 122 COSSER ST
- APN 029-719-02 120 COSSER ST
- APN 029-719-03 118 COSSER ST
- APN 029-719-04 116 COSSER ST
- APN 029-719-05 114 COSSER ST
- APN 029-719-06 112 COSSER ST
- APN 029-719-07 110 COSSER ST
- APN 029-719-08 108 COSSER ST
- APN 029-719-09 106 COSSER ST
- APN 029-719-01 104 HASKILL WAY
- APN 029-719-02 102 COSSER ST



BASIS OF BEARINGS

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, HIGH ACCURACY REFERENCE NETWORK (NAD 83/94 HARN) DETERMINED USING REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS.

A COMBINED GRID TO GROUND SCALE FACTOR OF 1.000222 WAS USED TO CONVERT PUBLISHED GRID COORDINATES TO GROUND VALUES.

ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND VALUES IN U.S. FEET.

BEARINGS ARE EXPRESSED IN DEGREES, MINUTES & SECONDS. DISTANCES ARE EXPRESSED IN FEET & DECIMAL PARTS THEREOF. CURVES ARE EXPRESSED IN RADIUS (R=) CENTRAL ANGLE (Δ=) AND ARC LENGTH (L=).

REFERENCES

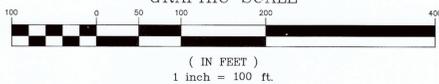
- OFFICIAL PLAT OF POINT LEGADO PHASE 2, FILE NO. 610641, RECORDED DECEMBER 28, 2020
- RECORD OF SURVEY, BOUNDARY LINE ADJUSTMENT FILE NO. 385353, RECORDED JUNE 6, 2006.
- RECORD OF SURVEY/BOUNDARY LINE ADJUSTMENT MAP FILE NO. 588820 RECORDED NOVEMBER 15, 2018

LAND SUMMARY

33 RESIDENTIAL LOTS	= ± 4.82 ACRES
PARCEL 2-A-1 (REMAINDER)	= ± 0.43 ACRES OR 18,576 S.F.
COMMON AREA "A" (REMAINDER)	= ± 2,760 S.F.
COMMON AREA "B" (REMAINDER)	= ± 3,455 S.F.
COMMON AREA "C" (REMAINDER)	= ± 513 S.F.
PRIVATE STREETS	= ± 0.79 ACRES OR 34,368 S.F.
TOTAL AREA	= ± 6.19 ACRES

LEGEND

- PROJECT BOUNDARY
- - - NEW LOT LINE
- - - ADJACENT LOT LINE
- - - ROADWAY CENTERLINE
- - - PROPOSED EASEMENT
- - - EXISTING EASEMENT
- - - SURVEY TIE
- ⊕ SECTION OR QUARTER CORNER AS NOTED
- FOUND MONUMENT AS NOTED PER PM 588820
- ⊕ SET 5/8" REBAR & CAP "PLS 5097" OR CURB SCRIBE ON LOT LINE EXTENDED
- × DIMENSION POINT NOTHING FOUND OR SET
- ⊕ SET STANDARD STREET CENTERLINE MONUMENT STAMPED "PLS 5097"
- FOUND CENTERLINE MONUMENT PER TM 379118
- APN ASSESSOR'S PARCEL NUMBER
- BLA BOUNDARY LINE ADJUSTMENT
- CATVE CABLE TELEVISION EASEMENT
- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- FND FOUND
- GPS GLOBAL POSITIONING SYSTEM
- LE LANDSCAPE EASEMENT
- MDM MOUNT DIABLO MERIDIAN
- MON MONUMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- ROW or R/W RIGHT OF WAY
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- SM SUBDIVISION MAP
- TM TENTATIVE MAP



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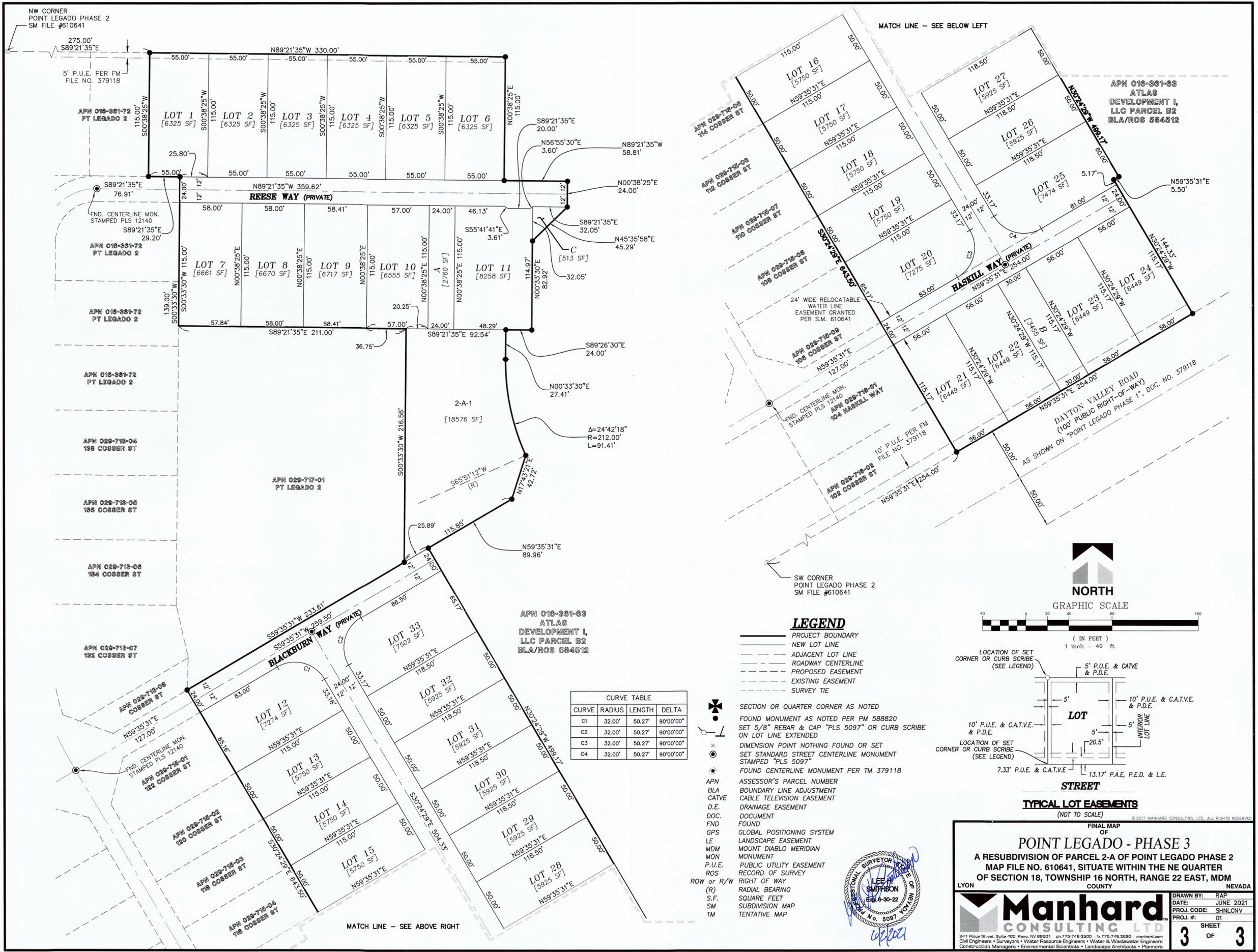
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241 Ridge Street, Suite 400, Reno, NV 89501 ph: 775-746-9500 fx: 775-746-9520 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY: RAP	DATE: JUNE 2021
PROJ. CODE: SHNLCNV	PROJ. #: 01
2	3

SUBDIVISION MAP

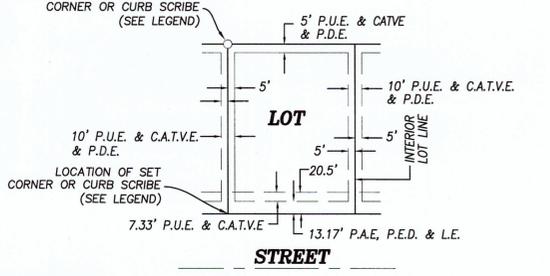
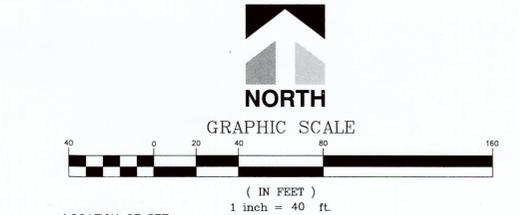
June 2, 2021 - 11:08 Des: Name: P:\Projects\01\Drawings\16 of Subdivision\Phase 3\SHNLCNV_P13_16.dwg Updated by: R/rap



June 2, 2021 - 11:08 Day Name: P:\Shelton\01\Map\Drawings\Plan of Subdivision\Phase 3\SHNLCNV01_P13.dwg (Updated By: RPhedraza)

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	32.00'	50.27'	90°00'00"
C2	32.00'	50.27'	90°00'00"
C3	32.00'	50.27'	90°00'00"
C4	32.00'	50.27'	90°00'00"

- LEGEND**
- PROJECT BOUNDARY
 - NEW LOT LINE
 - ADJACENT LOT LINE
 - ROADWAY CENTERLINE
 - PROPOSED EASEMENT
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- ⊕ SECTION OR QUARTER CORNER AS NOTED
 - FOUND MONUMENT AS NOTED PER PM 588820 SET 5/8" REBAR & CAP "PLS 5097" OR CURB SCRIBE ON LOT LINE EXTENDED
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 - APN ASSESSOR'S PARCEL NUMBER
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 - DOC. DOCUMENT
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 - MDM MOUNT DIABLO MERIDIAN MONUMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - ROS RECORD OF SURVEY
 - ROW or R/W RIGHT OF WAY
 - (R) RADIAL BEARING
 - S.F. SQUARE FEET
 - SM SUBDIVISION MAP
 - TM TENTATIVE MAP



FINAL MAP
OF
POINT LEGADO - PHASE 3
A RESUBDIVISION OF PARCEL 2-A OF POINT LEGADO PHASE 2
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DRAWN BY: RAP	SHEET 3 OF 3
DATE: JUNE 2021	
PROJ. CODE: SHNLCNV	
PROJ. #: 01	



SUBDIVISION MAP



April 12, 2021

Kerry Page
Planning Department
27 South main Street
Yerington, NV 89447

Re: Civil Improvement Plans – Point Legado Phase 3
33 Lots in Lyon County (Dayton), Nevada

Dear Ms. Page:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Improvement Plans for the above-reference subdivision and recommends approval of said plans with respect to water pollution and sewage disposal provided that the Lyon County (Dayton) commits to provide sewage and water service to said projects.

The NDEP has no further comments regarding sewage appurtenances. Construction of sewage collection appurtenances for the proposed projects must be performed in accordance with applicable standards and regulations. Information for water project improvements has been determined by the Bureau of Safe Drinking Water (BSDW) to be satisfactory.

The water project is hereby approved for construction only. Work on a water project must commence no later than one (1) year after the date of project approval. The water project must be completed no later than one (1) year after the date that work on the project has commenced, except that the BSDW may extend this period in 1-year increments if the requirements of NAC 445A.6671 are met. **It is requested that a PDF file of the plans and specifications be forwarded to our office.**

Per NAC 445A.66715, work performed on a water project must be performed in substantial compliance with the plans and specifications approved by the BSDW. In addition, any major changes to these plans during construction, which would affect the quality or quantity of water, must be submitted to the BSDW for review and approval.

Work on a water project must be inspected by qualified representatives of the supplier of water. The supplier of water, or a third party acceptable to the BSDW, must ensure that the project is built according to the approved plans and specifications. **Written verification must be submitted to the BSDW no later than 30 days following completion of the project in accordance with NAC 445A.66715.**

As a reminder, please note the following pertinent regulations:

Per NAC 445A.67145 (6), **a water main must not be placed into service until:**

1. The water main has been disinfected in accordance with AWWA Standard C651.

2. Analyses of the water main which indicate that the water meets primary drinking water standards for coliform bacteria (absent for coliform bacteria) have been obtained and reported to the BSDW. Per AWWA Standard C651, two (2) sets of consecutive samples must be taken at least 24 hours apart from every 1200 feet of main, at the end of the line, and from each branch.

The proposed improvements must not be placed on-line until our office has reviewed and approved the above items and given the public water system approval to do so.

All potable water projects require ANSI/NSF certified products. It is the responsibility of the design engineer, the owner, and the contractor to ensure ANSI/NSF certification (or approved exception) for all products that come into contact with drinking water. Future inspections of the water project may require removal and replacement of system components that do not meet these requirements. Findings of violations, including fines and penalties, may also be considered.

The review or approval of sewage and water system plans, design drawings, design specifications, or other documents by the NDEP is for administrative purposes only, and does not relieve the water system owner, engineer, and/or operator from the requirement to properly design, build, effectively operate, and maintain the facilities as required under law, regulations, permits, and best management practices. The NDEP is not responsible for increased costs resulting from defects in design plans, specifications, or other pertinent documents.

Please note that the discharge of chlorinated water as well as any required trench dewatering may be subject to permitting requirements by the Nevada Division of Environmental Protection – Bureau of Water Pollution Control (BWPC). For more information, please contact BWPC at (775) 687-9418.

Prior to the construction of any project, the developer may need to obtain certain permits and authorizations, which may include, but are not limited to the following:

- Dam Safety Permits – Nevada Division of Water Resources
- Water Rights and Well Drilling – Nevada Division of Water Resources
- 404 Permits – U.S. Army Corp of Engineers
- Air Quality Permits – Local Government, County, or State Health Division
- Health Permits – Local Government, County, or State Health Division
- Construction Stormwater Permit – Nevada Division of Environmental Protection
- Dewatering Permit – Nevada Division of Environmental Protection
- Water Pollution Control Discharge Permit – Nevada Division of Environmental Protection

If you have any construction completion reports, construction completion extensions requests, questions, or comments, please contact Brendon Grant at (775) 687-9524 or bgrant@ndep.nv.gov.

Sincerely,



April Holt, P.E.
Technical Services, Compliance, and Enforcement
Bureau of Water Pollution Control

cc: Mike Evans, LD Lots, LLC – 5525 Keitzke Lane, Suite 102, Reno, NV 89511

ec: Kerry Page – Lyon County
David Bruketta – Lyon County
Sean Sinclair – Dayton Valley Water System
Scott Fleckenstein – Lyon County
Edward Dawson, PE – Manhard Consulting
Daniel Birchfield, PE – Manhard Consulting
Jim Balderson, P.E. – BSDW
Alisha Auch – BSDW
Brendon Grant, PE – BSDW
Juan Andrade – BSDW
Katrina Pascual, P.E. – BWPC

BWPC Subdivision Control No. S13781
BSDW Project No. LY-0006634-21



LYON COUNTY UTILITIES DEPARTMENT

34 Lakes Blvd. Suite 103
P.O. Box 1699
Dayton NV 89403
Phone (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

Sent via email to dbirchfield@manhard.com

March 18, 2021

Daniel Birchfield, P.E.
Manhard Consulting, Ltd
241 Ridge Street, Suite 400
Reno, NV 89501

Re: Will Serve letter for Final Subdivision Map – Water and Sewer Service
Point Legado Phase 3
APN: 029-717-02
33 Single Family Residential Lots

Dear Mr. Birchfield:

The Lyon County Utilities Department (LCUD) will provide water and sewer services to the Point Legado subdivision, Phase 3, subject to the limitation set forth herein.

- Before receiving a building permit, LCUD reserves the right to deny or limit connections to ensure that the system resources remain permit compliant.
- The developer shall adhere to the requirements outlined in the Lyon County Code.
- Any changes to the map that impacts water or sewer will void this letter.
- This letter is valid for one year from the issuance date to secure a recorded final subdivision map. If a map is not recorded with this time frame, the applicant must request another Will Serve letter.

Water:

The project requires 17.25 AFA of water rights allocated from the following permits:

- Permit 87632 – 20.909 acre-feet (17.25 acre-feet net consumptive duty)-Doc# 631972

There is no common area landscaping and no water rights dedicated to the common areas. If landscaping is added at a later time, the appropriate water right will need to be dedicated. Additional fees are applicable before the issuance of a site improvement permit and building permit.

Sewer:

LCUD started the wastewater treatment capacity expansion process and anticipates a project completion date in the Spring of 2023. LCUD also started the effluent disposal expansion process and anticipates a completion date in the Winter of 2022. Additional fees are applicable prior to the issuance of a site improvement permit and building permit.

If you have additional questions, please don't hesitate to contact me.

Respectfully yours,

A handwritten signature in black ink that reads "David M. Bruketta". The signature is written in a cursive style with a large initial "D".

David Bruketta
Utilities Director



SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

Bond No. 38K008885
\$9,296.00 premium is for
a term of One year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Silverado Dayton Valley, Inc., as Principal, and
The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws
of the State of New Hampshire and duly licensed to conduct a general surety business and in the state of
California as Surety, are held and firmly bound unto County of Lyon
as Obligee, in the sum of
One Million One Hundred Sixty-two Thousand Dollars And Zero Cents
(\$1,162,000.00) Dollars for which payment, well and truly to be made, we bind
ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of the filing of the final subdivision map of (Tract/Parcel Map No.
Point Legado Phase 3, entered into as agreement or agreements with said Obligee to complete
the improvements specified in said agreement or agreements.

NOW THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said
agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee
with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of
the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Rancho Cordova,
California, this 16th day of June, 2021.
Year

"PRINCIPAL"

"SURETY"

Silverado Dayton Valley, Inc.
[Signature]
Tom Evancie, VP

The Ohio Casualty Insurance Company
BY: [Signature]
Sandra R. Black Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
County of Sacramento

On 6/16/2021 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
Liberty Mutual Insurance Company/The Ohio Casualty Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202539-395006

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra R. Black, Sokha K. Evans

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of June, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this 18th day of JUNE, 2021, between LYON COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as the "County"), and Silverado Dayton Valley, Inc. (Developer name), (hereinafter referred to as the "Developer") agree as follows:

1. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

- 1.1. Developer is the owner and Developer of certain real property located in the Dayton area of Lyon County, Nevada, commonly known as Point Legado Phase 3.
- 1.2. The parties desire to enter into this Improvement Agreement in accordance with Lyon County Code 11.07.01.
- 1.3. Developer agrees to construct all subdivision improvements, at Developer's expense, which are the subject of that certain subdivision described as Point Legado Phase 3 (development phase). Said improvements are set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- 1.4. All improvements to be constructed herein shall be constructed pursuant to Lyon County Code specifications, conditions of the tentative map, orange book specifications, Lyon County Public Works requirements and the approved improvement drawings. Said improvements shall be constructed within one year from the date of approval by the Lyon County Board of Commissioners
- 1.5. Lyon County Code Section 11.07.04(A) provides:
 - A. Performance Bond, Deposit; Letter of Credit: The performance of any development Agreement to make improvements or a form of assessment in land development shall be secured by a surety issued by a surety company authorized to do a general surety business in the State, in a form approved by the District Attorney and in a penal sum of one hundred fifty percent (150%) to the established cost to complete required improvements computed by an engineer approved by the County. In lieu of such surety, the County may allow the Developer to submit a cash deposit, letter of credit, time certificate, or equivalent cash account, in an amount of one hundred fifty percent (150%) of the estimated costs of the project as security for performance of such Development Agreement.
- 1.6. Developer hereby warrants the plans and specifications for this subdivision are in accordance with the tentative subdivision map approved by the County Commissioners, with all conditions made a part of the approval by the County, with County standards, County Code, and Public Works specifications. Developer further warrants that said plans and specifications are adequate to accomplish the improvement work covered by this Agreement in a good and workmanlike manner and in accordance with acceptable construction practices. Should said plans and specifications at any time prior to final County notice of completion of improvements prove to be inadequate, Developer agrees to work with the County and make such changes as are necessary to accomplish said work in a good, workmanlike manner and in accordance with acceptable construction practices.

- 1.7 In the event that streets, sanitary sewers, water and/or storm drains serving this subdivision are designed to connect to streets, sanitary sewers, water and/or storm drains in another development, the Developer agrees not to request any certificates of occupancy in this subdivision until the streets, sanitary sewer, water and/or storm drains in the other development have been completed and are accepted or approved by the County. Developer realizes that this condition may cause substantial hardship in the event that the streets, sanitary sewer, water and/or storm drains in the other development have not been completed and accepted by the County, and Developer acknowledges and agrees to accept this risk.
- 1.8 Developer agrees that all paved streets within this subdivision shall remain open to the public, once a building permit is issued in this subdivision or an adjacent subdivision that is dependent upon this subdivision for access. County shall not accept or assume any responsibility for operation and maintenance of the public subdivision improvements until satisfactory completion of and written acceptance by the County. Developer shall comply with County requirements for acceptance of the improvements, including guaranteeing the improvements for one (1) year and the posting of a defective material and workmanship bond in accordance with Lyon County Code 11.07.12.C.4.
- 1.9 In the event that the improvements are not completed as required herein, Developer agrees to a reversion of acreage of the subdivision map, and in such case, Developer shall restore the land to a condition that does not pose a threat to the health, safety and welfare of the community and Developer shall install or complete any improvements that are determined by the County to be necessary for the well being of the community.
- 1.10 Developer agrees that if at any time the security for performance lapses, expires, or is not in effect, Developer cannot receive or apply for any building permits or for further inspection on existing permits, until such time as the Developer provides adequate security as required by this Agreement and the County Code. Developer further understands that the County is under no obligation to issue any building permit or perform any further inspections until the security is provided or the improvements are completed and approved by County, and the Developer has complied with all other legal requirements.

2. SECURITY FOR PERFORMANCE

- 2.1. Developer shall secure its performance of constructing the Point Legado Phase 3 (development phase) improvements in accordance with the approved drawings by a Subdivision Improvements Performance Bond or Letter of Credit (Circle one) issued by a Surety (Surety or Bank) licensed to do business in the State of Nevada and rated B or better by the AM Best Company of Oldwick, New Jersey (if a surety bond), a copy of which is attached hereto as Exhibit "B".
- 2.2. In the event the County receives notice that the bond or letter of credit is being cancelled or is no longer valid, and the Developer has not completed the improvements and not submitted a different security to the County and approved by the County within 30 days of such notice, the County may present the bond or letter of credit for payment and/or file a notice of default against the property in the County Recorder's Office.
- 2.3 If Developer fails to comply with this Agreement and complete the improvements, County shall have the right to bring suit to enforce the provisions of the bond or letter of credit and this Agreement.

3. FURTHER PROVISIONS

- 3.1. Time is of the essence of this Agreement
- 3.2. The individuals executing this Agreement hereby warrant and guarantee that they have the full authority to act for and bind the respective entities they represent.
- 3.3. This Agreement may be modified only by an instrument in writing executed by or on behalf of the parties.
- 3.4. Any notice or communication in connection with the Agreement shall be in writing and delivered personally or sent by certified mail, postage prepaid as follows:

To the County:

Chuck Reno, P.E.
Lyon County Engineer
C/O 27 South Main Street
Yerington, NV 89447

With copies to:

Jeff Page
County Manager
27 South Main Street
Yerington, NV 89447

To the Developer:

Silverado Dayton Valley, Inc
Attn: Mike Evans
5525 Kietzke Lane, Suite 100
Reno, NV 89511

- 3.5 Developer shall save and hold County harmless and free from any suit or cause of action, claim or demand, which may be brought or made against Developer, its successor in interest or its purchaser, or County by any third party arising from the performance or non-performance of the construction of the subdivision improvements as provided herein or any and all other conditions of this Agreement. Developer shall furthermore continue to be liable to the County for the performance of all terms and conditions of this Agreement regardless of Developer's failure to continue work under this Agreement or assignment of its rights to do such work and regardless of the status of ownership of the real property or any portion thereof made the subject of the final subdivision plat of the subdivision referred to in this Agreement, unless a new improvement Agreement and new security for Point Legado Phase 3 subdivision has been presented and approved by County. In the event County is required to institute legal action to bring, compel or defend any suit or claim, performance of this Agreement, or liability resulting from or arising out of this Agreement, Developer shall pay to County all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.
- 3.6 County does not warrant or represent that Developer has the funds or financing to complete the improvements as required herein.
- 3.7. If any provision of this Agreement is invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

- 3.8. This Agreement shall be subject to, governed by and construed in accordance with the laws of the state of Nevada. Any suit in law or equity to enforce the terms of this Agreement shall be brought and maintained in a court of competent jurisdiction in Lyon County, Nevada.
- 3.9. The prevailing party in any dispute concerning this Agreement shall be entitled to reasonable attorney's fees and costs.
- 3.10. The provisions of this Agreement are not intended to create, nor shall this Agreement be interpreted to create a joint venture, partnership or any other similar relationship between the Parties.
- 3.11. This Agreement shall be binding upon and shall inure to the benefits of the heirs and successors, purchasers and assigns of the parties, except as provided in Paragraph 3.5 herein.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date first above written.

LYON COUNTY

DEVELOPER

By: _____
 Chuck Reno, P.E.
 Lyon County Engineer

By:  _____
 Tom Evancic
 VP

 Title

Project: Point Legado Phase 3 Subdivision
Developer: Silverado Homes NV, Inc
Engineer: Manhard Consulting Ltd
Prepared By: AST
Date: 12/23/2020
Number of Lots or Units: 33 **Area (Acres):** 7.53

STREETS

Description	Quantity	Unit	Unit Price	Total
3" Asphalt Concrete Pavement	32801	SF	\$2.40	\$78,722.40
4" Asphalt Concrete Pavement		SF	\$3.05	\$0.00
5" Asphalt Concrete Pavement		SF	\$3.55	\$0.00
7" Asphalt Concrete Pavement		SF	\$4.55	\$0.00
8.5" Asphalt Concrete Pavement		SF	\$5.30	\$0.00
6" Aggregate Base Material	35226	SF	\$0.80	\$28,180.80
7" Aggregate Base Material		SF	\$1.08	\$0.00
10" Aggregate Base Material		SF	\$1.30	\$0.00
10.5" Aggregate Base Material		SF	\$1.35	\$0.00
14" Aggregate Base Material		SF	\$1.60	\$0.00
Fog Seal		SF	\$0.05	\$0.00

Subtotal: \$106,903.20

GRADING

Description	Quantity	Unit	Unit Price	Total
On-Site (Mass Grading)	0.00	CY	\$3.10	\$0.00
On-Site (Retention Pond)	0.00	CY	\$3.10	\$0.00

Subtotal: \$0.00

CONCRETE

Description	Quantity	Unit	Unit Price	Total
Curb & Gutter with Base (Type I)		LF	\$20.00	\$0.00
Curb & Gutter with Base (Type II)	3123	LF	\$20.00	\$62,460.00
Median Curb with Base		LF	\$22.50	\$0.00
Sidewalk 4' with Base	2535	LF	\$16.00	\$40,560.00
Sidewalk 5' with Base		LF	\$20.00	\$0.00
Spandral		SF	\$24.00	\$0.00
24' Private Access 4" concrete w/ base	2,425	SF	\$20.00	\$48,500.00
Valley Gutter		SF	\$18.35	\$0.00
Longitudinal Valley Gutter		LF	\$15.00	\$0.00
Drainage Swale		LF	\$10.00	\$0.00

Subtotal: \$151,520.00

Project:

Point Legado Phase 3 Subdivision

Date:

12/23/20

Prepared By:

AST

Subtotal from Page 1:

\$258,423.20

SANITARY SEWER

Description	Quantity	Unit	Unit Price	Total
Manhole 48" Diameter	7	EA	\$6,500.00	\$45,500.00
Manhole Cover/Rim 48" Diameter		EA	\$2,000.00	\$0.00
Manhole 60" Diameter		EA	\$5,500.00	\$0.00
Drop Manhole 48" Diameter		EA	\$2,000.00	\$0.00
Drop Manhole 60" Diameter		EA	\$2,250.00	\$0.00
Service Laterals 4" Diameter	33	EA	\$500.00	\$16,500.00
Manhole Type 5		EA	\$5,000.00	\$0.00
Sewer Main 8" Diameter	1,418	LF	\$50.00	\$70,900.00
Sewer Main 10" Diameter		LF	\$55.00	\$0.00
Sewer Main 12" Diameter		LF	\$60.00	\$0.00
Sewer Main 15" Diameter		LF	\$65.00	\$0.00

Subtotal: \$132,900.00

STORM DRAIN

Description	Quantity	Unit	Unit Price	Total
Manhole 48" Diameter	9	EA	\$6,500.00	\$58,500.00
Manhole 60" Diameter		EA	\$5,500.00	\$0.00
Manhole Cover/Rim 60" Diameter		EA	\$2,000.00	\$0.00
Manhole Type V		EA	\$5,000.00	\$0.00
Catch Basin Type IV	4	EA	\$1,900.00	\$7,600.00
Catch Basin Type IV (Grate Only)		EA	\$900.00	\$0.00
Catch Basin Type IV (Dual)		EA	\$3,800.00	\$0.00
Catch Basin Type IV High Cap.		EA	\$2,500.00	\$0.00
Sidewalk Drain		EA	\$750.00	\$0.00
Flared End Section 15" CMP	1	EA	\$1,100.00	\$1,100.00
Class 150 Rock Rip Rap	4,080	SF	\$4.50	\$18,360.00
Storm Drain Main 15" Diameter	938	LF	\$65.00	\$60,970.00
Storm Drain Main 18" Diameter	71	LF	\$72.00	\$5,112.00
Storm Drain Main 30" Diameter		LF	\$120.00	\$0.00
Storm Drain Main 36" Diameter		LF	\$140.00	\$0.00

Subtotal: \$151,642.00

Project:

Point Legado Phase 3 Subdivision

Date:

12/23/20

Prepared By:

AST

Subtotal from Page 1:

\$258,423.20

Subtotal from Page 2:

\$284,542.00

WATER

Description	Quantity	Unit	Unit Price	Total
Air Release Valve	3	EA	\$2,500.00	\$7,500.00
6" Water		LF	\$45.00	\$0.00
8" Water	1,095	LF	\$52.00	\$56,940.00
12" Water		LF	\$67.00	\$0.00
Gate Valve	1	EA	\$3,500.00	\$3,500.00
Single Water Meter	13	EA	\$2,400.00	\$31,200.00
Double Water Meter	10	EA	\$3,750.00	\$37,500.00
Flush Valve	2	EA	\$1,800.00	\$3,600.00
Fire Hydrants & Markers	3	EA	\$6,800.00	\$20,400.00

Subtotal:

\$160,640.00

MISCELLANEOUS

Description	Quantity	Unit	Unit Price	Total
Landscaping		LS	\$0.00	\$0.00
Erosion Control	1	LS	\$10,000.00	\$10,000.00
Street Lights	2	EA	\$1,200.00	\$2,400.00
Street Signs including Stop Signs	2	EA	\$1,000.00	\$2,000.00
Traffic Control Signs	12	EA	\$725.00	\$8,700.00
Survey Monuments	2	EA	\$500.00	\$1,000.00
Dry Utility Trench	1,095	LF	\$10.00	\$10,950.00
Electrical	1,095	LF	\$9.00	\$9,855.00
CATV	1,095	LF	\$6.00	\$6,570.00
Telephone	1,095	EA	\$7.00	\$7,665.00
Lot Monuments	25	EA	\$75.00	\$1,875.00
Pavement Markings	1	LS	\$10,000.00	\$10,000.00

Subtotal:

\$71,015.00

Subtotal of Page 3: \$231,655.00

Total of Pages 1,2 & 3: \$774,620.20

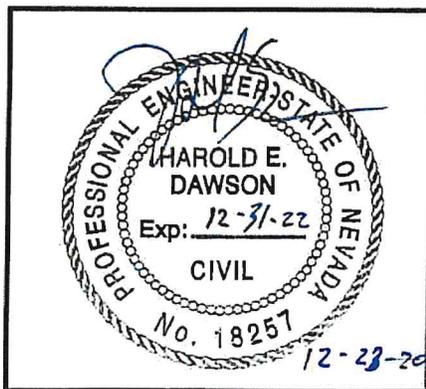
50% Contingencies: \$387,310.10

Total: \$1,161,930.30

Amount of Security: \$1,162,000.00

Street/Concrete/Storm Drain Subtotal: \$410,065.20

Water/Sewer Subtotal: \$293,540.00



Engineer's Seal & Signature

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

17.a

Subject:

For Possible Action: HSKS LLC/Kevin Ward – Zoning Map Amendment – Request for a zoning map amendment to change the zoning on an approximately 0.92 acre parcel from RR-2T (Second Rural Residential – 2 acre minimum) to SR-12000 (Suburban Residential – 12,000 square foot minimum) located at 3120 Elm Street, Silver Springs (APN: 018-414-06) PLZ-2021-066.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Staff Report](#)



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

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

34 LAKES BOULEVARD
DAYTON, NEVADA 89403
(775) 246-6135
FAX: (775) 246-6147

Lyon County Board Of County Commissioners (Report of Planning Commission Hearing & Action)

PLZ-2021-066 Zoning Map Amendment
Meeting Date: September 2, 2021
Owner(s): HSKS LLC
Applicant(s) Kevin Ward
Location: 3120 Elm Street, Silver Springs, Nevada
Parcel Number: (APN) 018-414-06
Parcel Size: 0.92 acres
Master Plan: Suburban Residential
Current Zoning: RR-2T (Second Rural Residential District-2 Acre Minimum w/Trailer Overlay)
Proposed Zoning: SR-12,000 (Suburban Residential 12,000 square feet minimum)
Flood Zone(s): X Unshaded as per FIRM 32019C0213E dated 01/16/2009
Case Planner: Louis Cariola

REQUEST

The applicant has submitted a zoning map amendment application to change the current zoning on the subject parcel, totaling approximately 0.92 acres in size, from RR-2T (Second Rural Residential District–2 acre minimum w/ Trailer Overlay) to SR-12,000 (Suburban Residential-12,000 square feet minimum) to be consistent with the master plan land use designation of Suburban Residential.

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners approve the rezoning request based on the findings as listed in the staff report as the request would be in general conformance with the 2010 Comprehensive Master Plan for the property located at 3120 Elm Street, Silver Springs, Nevada.

A Zoning Map Amendment request cannot be conditioned.

PLANNING COMMISSION RECOMMENDATION

At their August 10, 2021 meeting, the Planning Commission voted to forward a recommendation of approval of the zoning map amendment (6-0; Commissioner Carlson absent).

RECOMMENDED MOTION

If the Board of Commissioners determines that they approve the requested zoning map amendment application, then the Commissioners should make a motion similar to the following.

The Board of County Commissioners finds that:

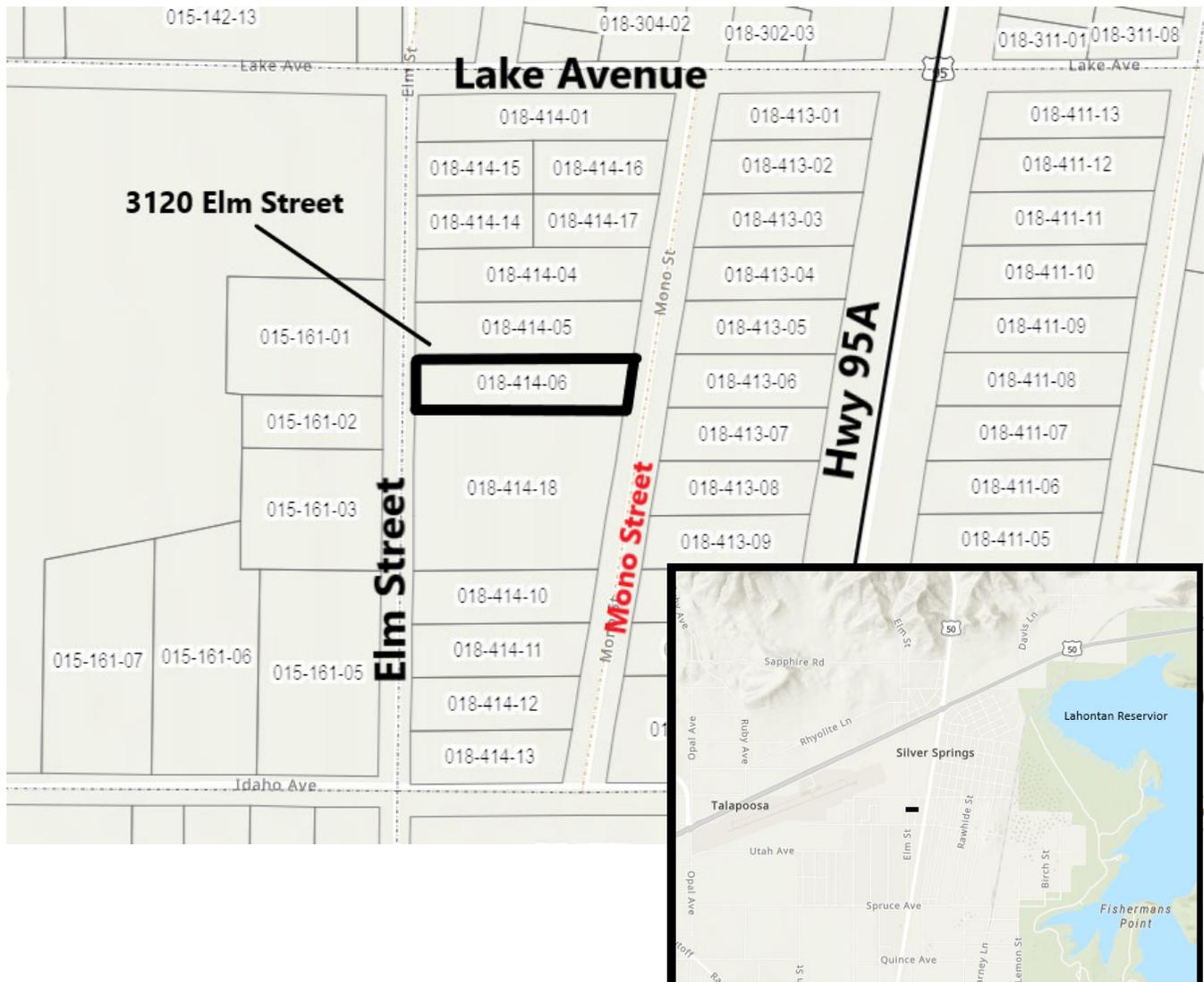
- A. The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;
- B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;
- C. The proposed amendment is compatible with the actual or master planned adjacent uses.

Based on the aforementioned Findings, I move that the Lyon County Board of Commissioners approve the zoning map amendment request by HSKS LLC to change the zoning district from RR-2T (Second Rural Residential District-2 Acre Minimum w/Trailer Overlay) to the SR-12,000 (Suburban Residential 12,000 sf minimum) zoning district for a 0.92-acre parcel located at 3120 Elm Street, Silver Springs, NV (APN: 018-414-06) PLZ-2021-066.

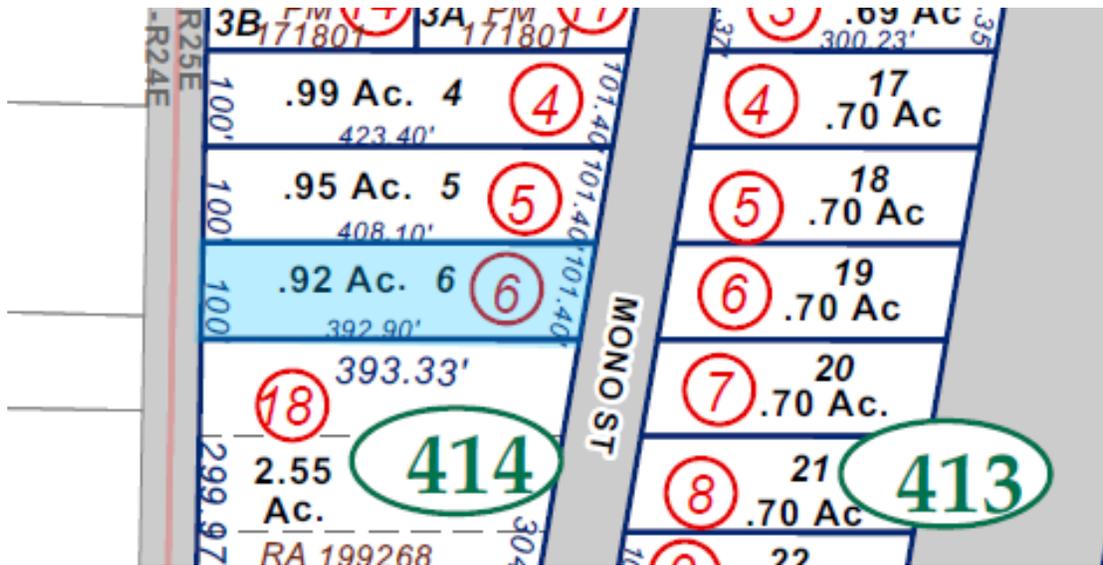
Property Information:

Location and Access

The subject site is generally located on the east side of Elm Street in Silver Springs, approximately 555 feet south of the intersection of Elm Street and Lake Avenue and approximately 500 feet west US Highway 95A. Elm Street provides primary access to the site; secondary access is provided on the east side of the parcel by Mono Street. Mono Street (red below) is not a County-maintained roadway. North is the top of the page for all maps in this report. A vicinity map is displayed on the bottom of this page with the subject parcel in black.



The parcel was created as Parcel 6 of the Silver Springs Subdivision #3 final subdivision map recorded in April of 1957 (highlighted in blue below).



Size

The subject site is approximately 0.92 acres in size.

Current Use

The subject site currently has one derelict manufactured home that is intended for removal.

Parcel 018-414-06

[Tax Collection for this Parcel](#) | [Print this page](#)

Owners

HSKS LLC SERIES 218
 1955 GREENFIELD DR
 RENO, NV 89509

Parcel Summary

Location	3120 ELM ST SILVER SPRINGS, NV
Use Code	230: Personal Property Manufactured Home on the Unsecured Roll
Tax District	9.2: Silver Springs G.I.D.
Block/Lot	6
Subdivision	SILVER SPRINGS 3
Plat Maps	018-41.pdf (460kb)



Topography

The subject site is relatively flat with no significant features that would limit development on the site.

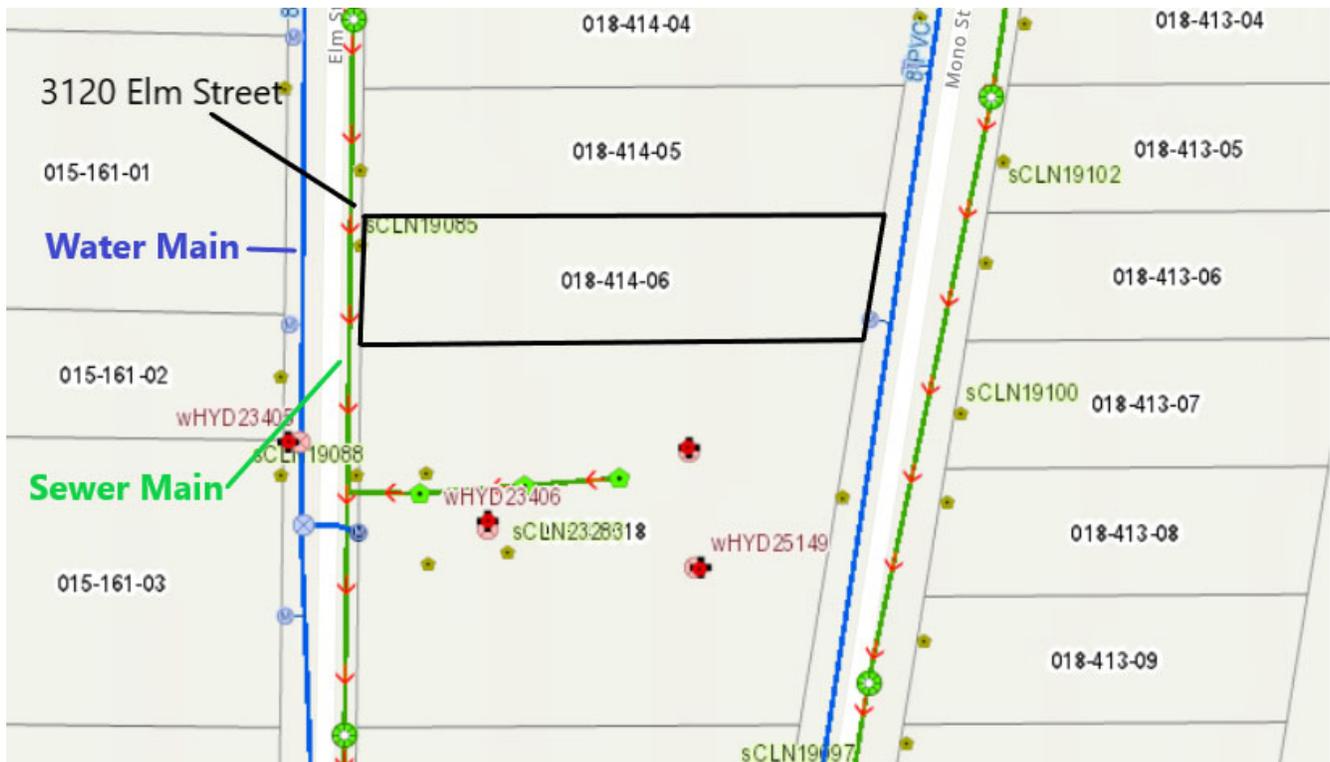
Flood Zone

The subject site (red marker below) is located within the X-Unshaded Flood Zone per the FEMA Flood Insurance Rate Map 32019C0213E (effective date 01/16/2009). This flood zone designation indicates that the subject site is in an area of minimal flood hazard.



Utilities

The subject site is located within the Lyon County Utilities Department service area for sewer in the Silver Springs community. The site is also within the service area of the Silver Springs Mutual Water Company for public water service. There are existing water and sewer main lines running along the Elm Street frontage to the west of the subject parcel and additional lines that extend along Mono Street on the east side of the parcel.



STAFF REVIEW AND COMMENTS

The subject site is currently zoned RR-2T (Second Rural Residential District–2 minimum w/ Trailer Overlay) which is a remnant zoning district under Title 10. The *Exhibit A – Zoning Consistency Matrix* included as part of the adoption of Title 15 shows that the Title 10 RR-2 zoning district translates to the same-abbreviated RR-2 (Rural Residential 2-acre minimum) zoning district under Title 15. Trailer Overlays were not carried over to Title 15 because manufactured homes are now permitted in all residential districts. The applicant is requesting a zoning map amendment to change the parcel’s zoning to SR-12,000 (Suburban Residential - 12,000 square feet minimum parcel size).

Findings For Reviewing A Zoning Map Amendment Request

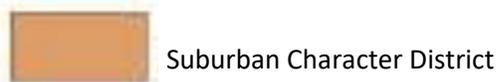
NRS 278.250 grants authority to the County to establish zoning districts, and to regulate the use of land within those zoning districts provided the districts and uses are adopted in accordance with the Master Plan and are designed to achieve specific goals.

Within Title 15 under Chapter 15.220.05, the Lyon County Code states that when considering approval of a zoning map amendment, three Findings must be considered and supported by a statement of evidence, facts and conclusions. Staff has included those three Findings (in **bold type** below) with the staff’s response in normal type underneath the Findings. When making a motion for approval or modification of a zoning map amendment, the Planning Commission and the Board of Commissioners should, at a minimum, be able to make at least one of the following Findings.

- A. The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;**

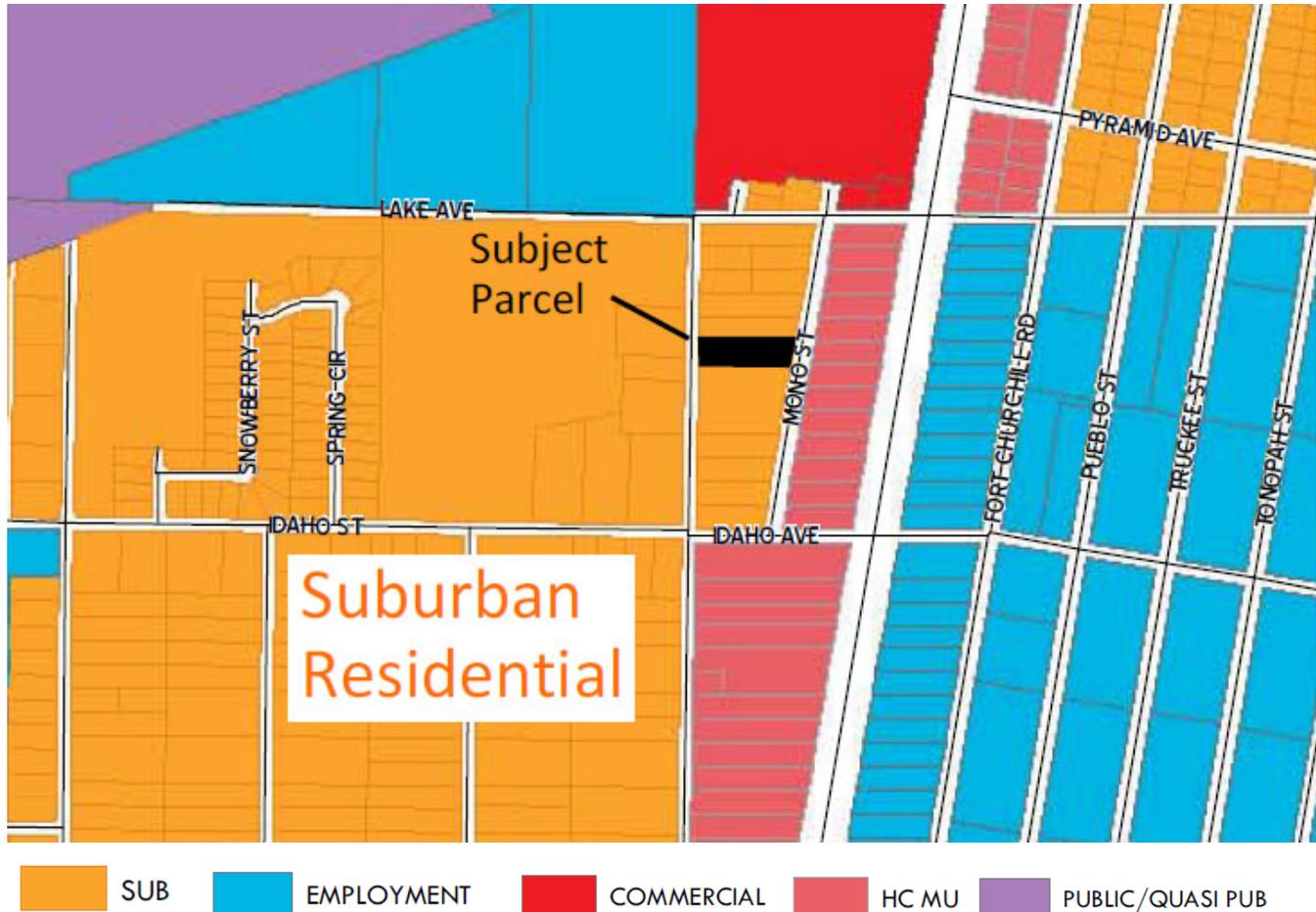
Master Plan

The parcel is located within an area of Silver Springs that is designated as having Suburban Character, within a Regional Mixed-Use Center (subject parcel location roughly depicted in blue below).



The Character District that a parcel is located within dictates which section of the Exhibit A - Zoning Consistency Matrix should be used for consistency between Title 10 zoning districts and Title 15 zoning districts. Any proposed zone change for this parcel needs to be a Suburban district.

The Master Plan designation for the site is Suburban Residential, as depicted below.



RR-2 zoning is not consistent with Suburban Residential land use per the Master Plan because the districts' minimum parcel size does not result in development within the recommended density range of *Medium Density Residential*. Density for *Medium Density Residential* is defined in the Master Plan for Suburban Residential land use as one unit per 12,000 square feet (sf) to one unit per lot of less than an acre. The applicant is requesting a zoning map amendment to change the parcel's zoning to SR-12,000 (Suburban Residential - 12,000 sf minimum parcel size) which is consistent with the Master Plan per the *Land Use Categories Table* from *Chapter 3: Land Use, Economy and Growth*. The following graphics are from page 3.30 of the 2010 Comprehensive Master Plan. They depict the zoning districts intended for consistency with Suburban Residential land use (with zoning district names that don't exactly match the Title 15 districts adopted in 2018, but do match minimum parcel sizes of Title 15 districts). The relevant notations are highlighted in green, calling attention to the fact that residential zoning districts with 12,000 sf minimum parcel sizes are consistent with the existing Master Plan designation of Suburban Residential.

1 County-wide Plan Land Use Category	2 Community Plan Land Use Designation	3 Density Range/Size	4 Examples of Uses	5 Description/Characteristics	6 1990 Master Plan & WCLC Land Use Plan	7 Current Zoning Districts	8 Zoning District Concepts
Suburban Residential	Medium Density Residential	1 DU per 12,000 sf to <1 acre (>1-<4 DU/acre)	Single-family residences and duplexes and attached housing.	Medium-density residential neighborhoods should contain a mix of housing types in a neighborhood setting. Each neighborhood should have a recognizable center. Centers will vary in size and composition, but may include a combination of higher-density residential uses, parks and/or recreation facilities, or civic uses. Neighborhoods should contain	MDR HDR	E-1 E-2	SFR-1/2, Single Family Residential (1/2 acre minimum) SFR-12,000, Single Family Residential (12,000 s.f. minimum)

Chapter 15.312.0(A) describes the purpose of the SR-12,000 zoning district as follows:

“A. Purpose: This zone is intended for the development of a variety of single-family unit types in a suburban setting in close proximity to neighborhood service centers that include commercial, social, recreational, and civic services, with a minimum lot size of twelve thousand (12,000) square feet, and a maximum density of 3.63 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 SR-12000 Zone implements the suburban residential land use designation of the Master Plan in Suburban Character Districts.

The SR-12,000 development standards include the following:

B. Building Placement Requirements:

<i>Setback:</i>	
<i>Front</i>	<i>25 feet</i>
<i>Side street</i>	<i>25 feet</i>
<i>Rear</i>	<i>20 feet</i>
<i>Side</i>	<i>10 feet</i>

C. Building Form Requirements:

<i>Building height (see subsection 15.330.03E of this title)</i>	<i>35 feet</i>
<i>Floor area ratio</i>	<i>n/a</i>

D. Parking Requirements: See chapter 401, "Off-Street Parking And Loading", of this title.

E. Minimum Lot Requirements:

<i>Lot size</i>	<i>12,000 square feet net acres</i>
<i>Lot street frontage width</i>	<i>60 feet (30 feet if located on a cul-de-sac bulb)</i>

F. Miscellaneous Requirements:

1. *Accessory dwelling units of no more than one unit per twelve thousand (12,000) square feet are permitted subject to the following limitations:*
 - a. *Accessory dwelling units shall not exceed one thousand one hundred (1,100) square feet or fifty percent (50%) of the primary residence’s livable space, whichever is less.*
 - b. *Each dwelling unit shall be served by an individual well and septic system.*

- c. *Each dwelling unit shall be separated by no less than fifty feet (50').*
- d. *Accessory dwelling units shall not be entitled to additional accessory dwelling units.*
- e. *Accessory dwelling units shall comply with the performance based standards contained in section 15.335.03 A.1. of this title."*

Recognizing that the parcel is within a Center of a Suburban zoning district, an area designated as appropriate for growth with public utilities available, the zone change would further implement the following master plan goals, policies and strategies:

Goal LU 1: Orderly Growth Patterns - Direct and manage development in the county so that it is orderly and fiscally responsible.

Policy LU 1.1: Follow Development Patterns as Established on Countywide Land Use Plan or a More Specific Community Plan.

Strategies:

- Use the Countywide Land Use Plan and adopted Community Plans as a guide for decision-making on development approvals.

Policy LU 1.2: Residential Development Patterns in Neighborhoods.

Strategies:

- Require development in suburbanizing areas to provide mix of housing options.

Goal LU 2: Services Coordinated with Growth - Future residential development will be coordinated with development of schools, parks, libraries, and other public services so as to maintain or improve per resident service levels.

Policy LU 2.1: Residential Development in Areas with Services.

Strategies:

- Adopt a policy of not approving rezoning of land for urban/suburban-level uses in rural areas (i.e., Rural Districts and General County).
- Ensure that plans are in place for required services to occur concurrently with all proposed development.

Based on the review of the application and the 2010 Comprehensive Master Plan land use designation and Goals, Policies and Strategies, the proposed zoning map amendment is consistent with the currently adopted Lyon County master plan.

B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

As noted above in the staff report, there are existing Lyon County Utilities Department domestic water and sewer lines immediately adjacent to the subject site.

As such, the proposed zoning map amendment application is consistent with the adequate public facilities policies contained within Title 15.

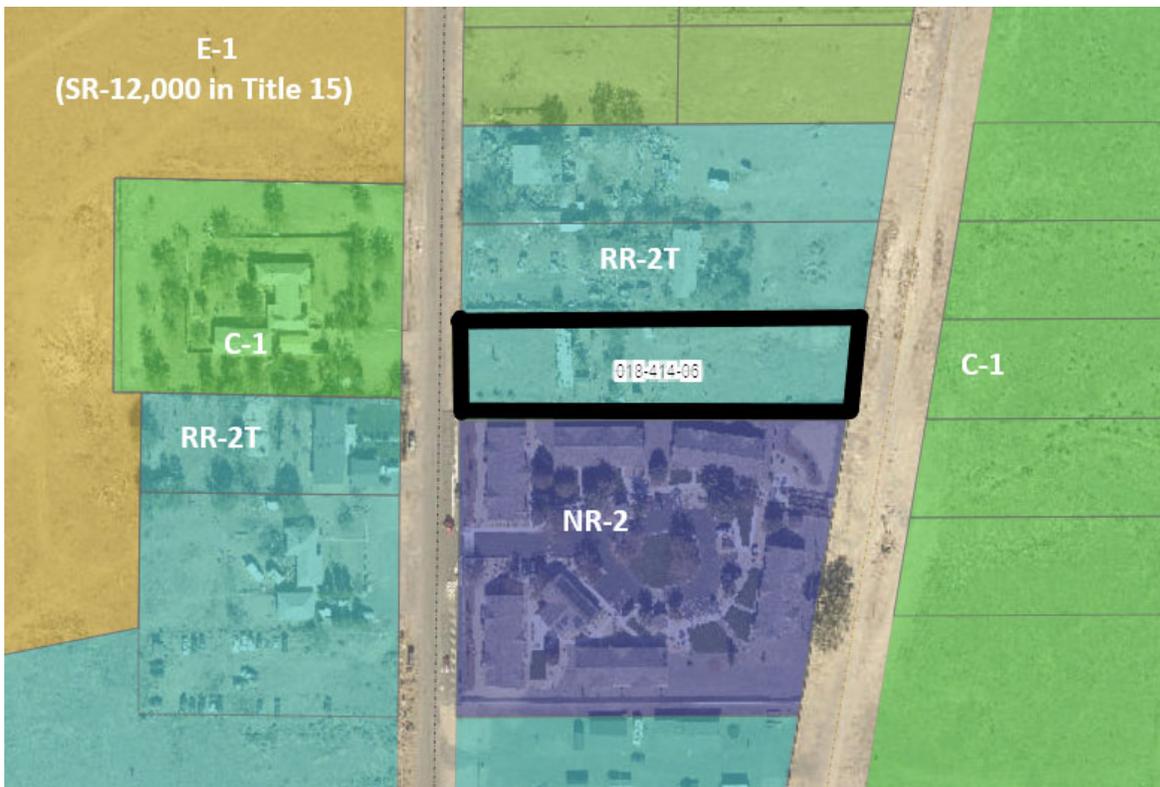
C. The proposed amendment is compatible with the actual or master planned adjacent uses.

The current 2010 Comprehensive Master Plan land use designation, current zoning and current uses of the subject site and the surrounding area are listed in the table below. Notably, the parcel to the south is a multi-family development with 24 residential units and the parcel to the north has only one residential unit (manufactured home).

Property location to Project Parcels	Current Use	Master Plan	Zoning
North	Single Family Residence	Suburban Residential	RR-2T
South	24 Multi-family units (Silverado Apartments)	Suburban Residential	NR-2 (Multiple Residence Nonrural Residential District)
East	Vacant	Highway Corridor Mixed-Use	C-1 (Limited Commercial District)
West	Single Family Residence	Suburban Residential	C-1

Existing Surrounding Zoning

The existing surrounding parcels are a mixture of RR-2T, C-1, and NR-2 zoning, presenting a range of development potentials. The subject parcel’s requested zone change would make it more consistent with the Master Plan designation of Suburban Residential than surrounding properties, which include commercial and multi-family districts (not consistent). Across Elm Street to the north west is a 28+ acre parcel that holds a Title 10 designation of E-1, which would also transition to SR-12,000 zoning per Title 15 and Exhibit A.



Staff believes the proposed zone change would be compatible with the existing and planned surrounding land uses. The applicant's submittal package indicates that the future development plan for the site includes two manufactured homes. In consideration of the existing multi-family development to the south and existing manufactured home to the north, the proposed zone change will provide an appropriate density transition between neighboring properties and is consistent with the Master Plan designation of Suburban Residential.

ALTERNATIVES TO THE STAFF RECOMMENDED FINDINGS AND MOTION:

The alternative motions suggested below are offered for Board of Commissioners consideration.

Alternative For Continuance:

If the Board of Commissioners determine that additional information, discussion and public review are necessary for a more thorough review of the proposed Zone Change, then the Commissioners should make appropriate findings and move to **continue** the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request:

The Board of Commissioners may wish to consider a motion similar to the following:

Based on the above findings and with the applicant’s concurrence, the Board of Commissioners continues the zoning map amendment request by HSKS LLC to change the zoning district from RR-2T (Second Rural Residential District-2 Acre Minimum w/Trailer Overlay) to the SR-12,000 (Suburban Residential 12,000 sf minimum) zoning district for a 0.92-acre parcel located at 3120 Elm Street, Silver Springs, NV (APN: 018-414-06) PLZ-2021-066, for __ days.

- A. Additional information, discussion and public review are necessary for a more thorough review of the proposed Zone Change.

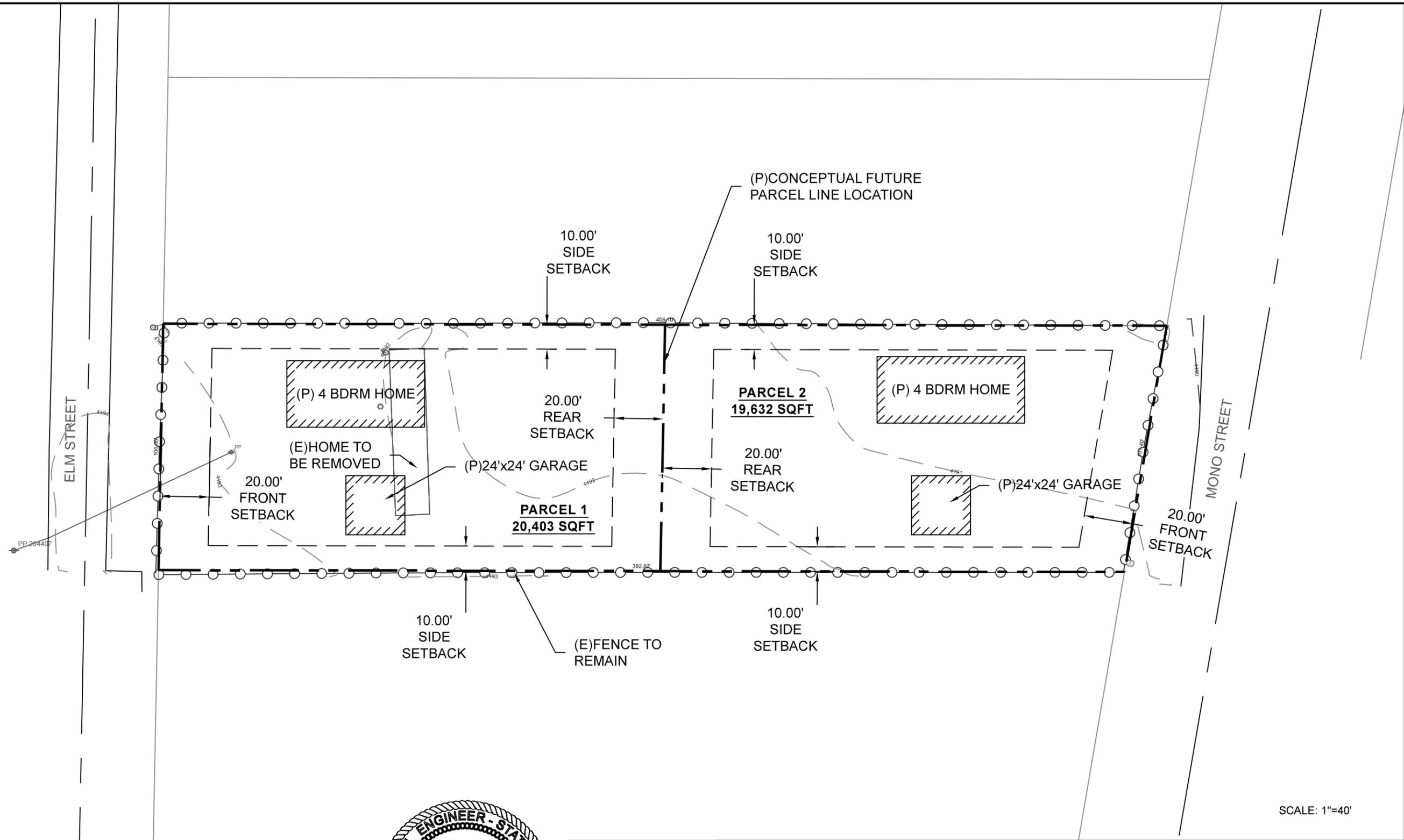
Alternative For Denial:

If the Board of Commissioners determine that they should recommend denial of the requested zone change, the Commission may take the following action:

The Board of Commissioners finds that:

- A. The zone change is not in substantial compliance with the Master Plan goals, objectives and actions.
- B. The proposed use will be detrimental to the public health, safety, convenience and welfare; and
- C. The proposed use will result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners recommends denial of the zoning map amendment request by HSKS LLC to change the zoning district from RR-2T (Second Rural Residential District-2 Acre Minimum w/Trailer Overlay) to the SR-12,000 (Suburban Residential 12,000 sf minimum) zoning district for a 0.92-acre parcel located at 3120 Elm Street, Silver Springs, NV (APN: 018-414-06) PLZ-2021-066.



SCALE: 1"=40'



 846 VICTORIAN AVENUE SPARKS, NV 89431 www.robisoneng.com	PREPARED FOR: 	 0 1/2 1/1 INCH@FULL SCALE	3120 ELM STREET ZONING CHANGE EXHIBIT SHEET F1 PROPOSED SITE LAYOUT
	DRAWN: VDJ DATE: 2021-06-14		

Zoning Change Application - 3120 Elm Street

Project Description & Justification / Findings

Dear Lyon County

This application requests a change in zoning to accommodate the parceling of an existing 0.92-acre parcel located at 3120 Elm Street, in Silver Springs; Lyon County APN 018-414-06. The lot is in the Silver Springs Subdivision No. 3, as recorded in document number 72429. The parcel has existing electric service, with public water and sewer service. The lot currently has one derelict manufactured home which will be removed, and is in a developed residential neighborhood.

The Parcel is subject to SR-2 zoning requiring setbacks of: 30 feet in the front, 20 feet in the rear, and 10 feet on the sides. The minimum lot size for a parcel within this zone is 2 acres. The lot is only approximately 100 feet wide by 400 feet long for a total area 0.92 acres or 40,000 square feet. In its existing condition the lot does not comply with the RR2T zoning district's 2 acre minimum but is a legal non-conforming lot due to prior approval of the lot size, similar to most of the parcels in this neighborhood.

We request to change the zoning from RR2T to SR-12000. This change will allow for a reduction in setbacks, to 20-foot front, 20-foot rear, and 10 feet side setbacks and allow the creation of up to 2 parcels.

Similar lots in the area are zoned SR-12000 on the west side of Elm Street, and parcels north and south along the east side of Elm Street are a variety of sizes including the approximately 0.5 acre lot size proposed for the subject resulting parcels.

Approval of this application would increase the utilization of this otherwise limited parcel; the parceling will increase the number of affordable housing units in the City of Silver Springs. Additionally, the full-foundation mobile homes proposed will enhance neighborhood property values by replacing a home of lower construction quality and curb appeal, and are adaptable for disabled accessibility.

We submit that the following Findings can be made in the case of this application:

<u>Section</u>	<u>Discussion</u>
15.220.05 (A)	The Suburban Residential master plan intends a mix of housing types and lot sizes, as low as 2420 sf (1/18 acre). The proposed rezoning would allow two +/- 0.46-acre parcels among an already varied neighborhood ranging from 0.26 acre to 2.23 acres.
15.220.05 (B)	The proposed parcels front Elm Street and Mono Street in developed Silver Springs; public utility facilities and existing roads, fire access, and other public facilities would not be negatively effected by this incremental addition to residential density.
15.220.05 (C)	As noted in the Findings discussion for 15.220.05 (A) above, both the actual and intended adjacent land uses match the proposed resulting parcels, consistent with and contributing to development of this neighborhood.

Thank you for taking the time to consider this application. If you have any further comments, questions, or concerns please feel free to contact me or Torie Jackson at 775-852-2251 x 723 or victoria@robisoneng.com.

Sincerely,

ROBISON ENGINEERING COMPANY

Nathan Earl Robison, PE
Principal Engineer
775-852-2251 x 700
nathan@robisoneng.com





PROJECT SITE

LAKE AVE

IDAHO AVE

DEODAR ST

ELM ST

HWY 95

FORT CHURCHILL ST

TRUCKEE ST

TONOPAH ST

RAWHIDE ST

P:\StarWestHomes_1137\01.141_3120 Elm St_SSI8_DWG\Civil\ACAD_3120Elm_ZoningChange.dwg, 7/8/2021 4:42:19 PM, NROBISON

Robison Engineering
 COMPANY, INC.
 846 VICTORIAN AVENUE
 SPARKS, NV 89431
 www.robisoneng.com

PREPARED FOR:

STAR WEST
 8745 TECHNOLOGY WAY, STE F
 RENO, NV 89521
 info@starwesthomes.com

0 1/2 1/1
 INCH@FULL SCALE

**3120 ELM STREET
 ZONING CHANGE EXHIBIT**

SHEET F1
 VICINITY MAP

LYON COUNTY NEVADA
 PROJECT NO:1-1137-01.141

DRAWN:VDJ
 DATE:2021-06-14

Zoning Change Application Supplemental Information – 385 Parkland Way
Existing Building Images



Looking easterly at front face of home (from Elm Street)



Looking westerly toward front of lot (Elm Street)



Looking North toward neighbor (3100 Elm St)



Looking easterly toward Mono Street, rear of what will be parcel 2.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

18.a

Subject:

For Possible Action: Appoint 2 Commissioner's as non-voting advisors to the Dayton Valley Events Center Board.
(Requested by Comm. Gray)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

18.b

Subject:

For Possible Action: Appoint an applicant to the Dayton Valley Events Center Board with a term expiring December 31, 2024.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Helaine Morres, Application](#)



Lyon County Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

- | | |
|---|---|
| <input type="checkbox"/> 911 Surcharge Committee | <input type="checkbox"/> Mound House Advisory Board |
| <input type="checkbox"/> Advisory Board to Manage Wildlife | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Animal Control Advisory Board | <input type="checkbox"/> Regional Transportation Board |
| <input type="checkbox"/> Central Lyon Park & Recreation Board | <input type="checkbox"/> Room Tax Board |
| <input type="checkbox"/> Central Lyon Vector Control Board | <input type="checkbox"/> Silver City Cemetery Board |
| <input type="checkbox"/> Dayton Regional Advisory Board | <input type="checkbox"/> Silver City Advisory Board |
| <input checked="" type="checkbox"/> Dayton Valley Events Center Board | <input type="checkbox"/> Silver Springs Advisory Board |
| <input type="checkbox"/> Debt Management Commission | <input type="checkbox"/> Smith Valley Advisory Board |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Smith Valley Park & Recreation Board |
| <input type="checkbox"/> Lyon County Fair Board | <input type="checkbox"/> Stagecoach Advisory Board |
| <input type="checkbox"/> Mason Valley Advisory Board | <input type="checkbox"/> Walker River Weed Control Board |
| <input type="checkbox"/> Mason Valley Mosquito Abatement | |

Contact Information:

Name: Helaine MORRES

Address: 130 Nugget Lane Dayton NV 89403

Phone: 775 246 7909 Email: daytonnvchamber@gmail.com

How long have you been a resident of Lyon County? 2 1/2 in Dayton (2019-present); 6 in Stagecoach (2005-2011)

How many board or commission meetings have you attended in the last year? 9 - DCAB

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

Boys + Girls Clubs of Mason Valley - BOARD MEMBER - August 2021 ^{NEW}

President, Carson City Chamber, 1998-99

President, Rotary Club of Carson City, 2001-02

Charter Board Member, Boys + Girls Club of Western NV - 1999-

Board of Directors, IRSUP, 2004-2011 ²⁰⁰⁸

(Just a sample - too many to list)

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

WNC Vice President Development + External Affairs 1993-2011 -
managed all fundraising + special events (raised over
\$20 million per audited financial statements)
Executive Director Dayton Area Chamber - 3/19 to present

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

As the executive director of the Dayton Chamber, I
would like to expand use of the DVEC and increase
outdoor recreation + historical tourism to the Dayton
area.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: [Handwritten Signature]

Date: 8-23-21

Notice:

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

Signature: [Handwritten Signature]

Date: 8-23-21

Please return the application to:

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

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

19.a

Subject:

For Possible Action: Approve a Plan for the Provision of Indigent Defense Services.

Summary:

In light of recent legislative changes, the provision of court-appointed representation to indigent persons is subject to oversight by the State Department of Indigent Defense Services (DIDS). DIDS regulations require the County to adopt an indigent defense plan that is consistent with those regulations. Attached is the proposed plan for this fiscal year. Under this plan, Walther Law Offices, PLLC will serve as the County's primary public defender. When the Walther firm has a conflict of interest or otherwise cannot represent all eligible defendants, this plan establishes a panel of conflict counsel that will provide services as necessary. The plan also establishes processes for, among other things, the selection, compensation, and oversight of all attorneys providing services under it.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve attached plan.

ATTACHMENTS

- - [Plan for the Provision of Indigent Defense Services](#)



PLAN FOR THE PROVISION OF INDIGENT DEFENSE SERVICES

Fiscal Year 2021-2022

I. PLAN OBJECTIVE

The objective of this plan is to ensure competent, zealous legal representation for indigent persons eligible for the services of court-appointed counsel. To that end, this plan establishes guidelines and procedures for, among other things, the appointment, duties, compensation, and oversight of the attorneys with whom Lyon County contracts to serve as its public defenders.

II. DEFINITIONS

- A. Appointing Authority: The Judge, Justice, or Master presiding over a case arising in a court of law within Lyon County.
- B. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
- C. Department: The Nevada Department of Indigent Defense Services.
- D. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for the services of a public defender.
- E. Fiscal Year: July 1st through June 30th.
- F. Qualified Attorney: An attorney approved by the Department to provide indigent defense services within certain categories of cases as set forth in the Regulations.
- G. Regulations: The Temporary Regulations of the Board of Indigent Defense Services.

III. APPOINTMENT OF PUBLIC DEFENDERS

Lyon County shall appoint only Qualified Attorneys as public defenders. Lyon County may contract with as many Qualified Attorneys as necessary to ensure adequate representation for all Eligible Clients. All contracts with Qualified Attorneys shall be consistent with this plan and the Regulations, and shall be approved by the Lyon County Board of Commissioners.

A. Selection Process

In seeking out Qualified Attorneys to serve as public defenders, Lyon County shall use a selection committee composed of the County Manager, the Comptroller, and the Human Resources Director. The selection committee may, through a formal request for proposals or through other



means, request information from Qualified Attorneys regarding their experience, workload capacity, fee structure, and any other material information. The selection committee shall weigh these and other relevant factors (including those set forth under Sec. 24(1)(c) of the Regulations) in identifying the Qualified Attorneys with whom it would be in Lyon County's best interest to contract, and the terms of such contracts. The selection committee may utilize outside counsel for assistance during any portion of the selection process, and during the drafting and negotiation of contracts with Qualified Attorneys. In addition, the selection committee may seek input from the Department. The selection committee shall present all proposed contracts to the Board of County Commissioners for approval. No contract shall be effective unless and until it is approved by the Board of County Commissioners.

B. Compensation

The terms of compensation shall be set forth in each Qualified Attorney's approved contract. The compensation shall reflect the Qualified Attorneys' experience, competency, credentials, and amount of work performed. Compensation may be in the form of flat fees, piece rates, hourly rates, or any combination thereof, provided that the compensation is ultimately reasonable and consistent with the Regulations.

C. Independent Contractors; Private Practice of Law

All Qualified Attorneys providing services to Eligible Clients within Lyon County shall be independent contractors, not employees of Lyon County. Qualified Attorneys may engage in the private practice of law outside the scope of their approved contracts provided that: (i) such practice does not conflict with obligations to Lyon County under the Qualified Attorney's approved contract; (ii) such practice does not conflict with the Qualified Attorney's ability to provide zealous, competent representation to Eligible Clients; and (iii) the Qualified Attorney agrees not to represent clients in any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

IV. ELIGIBLE CLIENTS

Consistent with the Regulations and applicable law, the Appointing Authority shall be responsible for determining whether a person is indigent and is eligible for the services of a public defender in the following categories of cases:

1. Misdemeanor Cases: A case in which the highest charge is a misdemeanor.
2. Category B, C, D, or E Felony or Gross Misdemeanor Cases: A case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E felony for which the maximum penalty is less than ten (10) years imprisonment.



3. Category B Felony Cases (10+ year maximum): A case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.
4. Non-Capital Category A Cases: A case in which the highest charge is a non-capital Category A felony.
5. Capital Cases: A case in which the highest charge is a capital Category A felony.
6. Juvenile Proceedings: A case in which a juvenile is alleged to be delinquent or need of supervision.
7. Appeals: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
8. Other Cases: Any other case in which the assignment of court-appointed counsel is required or permitted by law.

The Appointing Authority shall make indigence determinations in the above categories of cases in accordance with applicable law. A Pretrial Services Officer may be utilized to assist with screening for indigence. The Pretrial Services Officer shall use the screening form attached as Appendix A. Such screening shall occur within forty eight (48) hours of arrest. Indigence determinations are ultimately the responsibility of the Appointing Authority.

V. ASSIGNMENT OF QUALIFIED ATTORNEYS TO ELIGIBLE CLIENTS

Walther Law Offices, PLLC shall serve as Lyon County's primary public defender and shall be assigned to represent all Eligible Clients except:

1. In the event Walther Law Offices, PLLC has a conflict of interest or otherwise cannot represent all parties in a matter in accordance with the Nevada Rules of Professional Conduct; or
2. As lead counsel in a capital case.

In the event Walther Law Offices, PLLC has a conflict of interest or otherwise cannot represent all parties in a matter, a separate Qualified Attorney with whom Lyon County has an approved contract shall be assigned. The procedure for assignment is set forth below:

1. Walther Law Offices, PLLC shall provide immediate notice of its inability to represent Eligible Client(s) to the Department by email at didscontact@dids.nv.gov. Walther Law Offices, PLLC shall make this notification as soon as it determines that it intends to file a notice of conflict or a motion to



withdraw, as applicable. Walther Law Offices, PLLC shall include in the notification the following information (if available): charging document, probable cause sheet or declaration, and the date and location of the next scheduled court appearance.

2. Upon receipt of the above notification, the Department shall select other Qualified Attorney(s) for assignment from among the panel of Qualified Attorneys with whom Lyon County has an approved contract. The Department shall use a rotation system insofar as practicable, but shall ultimately have discretion to make assignments on any legitimate basis, including, without limitation, qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work.
3. A Qualified Attorney contacted by the Department for an assignment may accept or reject the assignment. If the Qualified Attorney (or staff duly authorized to accept assignments on the Qualified Attorney's behalf) is not available during normal business hours when contacted by the Department, the assignment shall be deemed rejected. The Department shall contact other Qualified Attorneys until it obtains acceptance from a sufficient number of Qualified Attorneys to represent all Eligible Clients.¹
4. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Department shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority—i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client's charges are pending.

In the event of a capital case, Lyon County shall retain a Qualified Attorney authorized to serve as lead counsel under Supreme Court Rule 250 and shall pay reasonable compensation for such services. Walther Law Offices, PLLC and/or other Qualified Attorneys may be assigned as co-counsel consistent with the terms of their approved contracts.

¹ Nothing herein shall preclude Lyon County from entering into additional contracts to add more Qualified Attorneys to the panel after the effective date of this plan. In addition, nothing herein shall preclude the Department from exercising its authority to appoint counsel outside the panel pursuant to NRS 7.115 et seq. in the event there are not a sufficient number of Qualified Attorneys on the panel to accept assignments to represent all Eligible Clients.



VI. DUTIES OF QUALIFIED ATTORNEYS

A. Standards of Performance

Qualified Attorneys providing services to Eligible Clients within Lyon County shall be responsible for providing such services in a professional, skilled manner. They shall comply with all applicable laws, regulations, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended.

B. Continuity in Representation

Qualified Attorneys providing services to Eligible Clients within Lyon County shall ensure, to the extent practicable, consistency in representation such that the same attorney represents a defendant through every stage of the case; provided, however, that attorneys may delegate appropriate administrative tasks to support staff, or may assign more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

C. Workload Standard

The workload of each Qualified Attorney providing services to Eligible Clients within Lyon County must allow the attorney to give each client the time and effort necessary to ensure effective representation. Any attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the attorney's competence, diligence, and/or representation of clients. The maximum workload guidelines as determined by the Department are incorporated herein by reference and shall be followed to the greatest extent practicable. To the extent required by the Department's Board, Qualified Attorneys providing indigent defense services under this plan shall maintain caseload data and track time spent providing indigent defense services in accordance with Sections 46 and 47 of the Regulations.

D. Conflicts of Interest

All Qualified Attorneys providing services to Eligible Clients within Lyon County shall be required to timely screen all case assignments for conflicts of interest. In the event of a conflict of interest, the Qualified Attorney shall file an appropriate motion or, as applicable, a notice of conflict with the Appointing Authority. Unless leave to withdraw is withheld by the Appointing Authority, the Qualified Attorney shall ensure prompt transfer of the Eligible Client's file to the Eligible Client's new attorney.



E. Training

All Qualified Attorneys providing services to Eligible Clients within Lyon County shall be required to comply with the training and continuing education requirements of the Department.

F. Other Responsibilities

All Qualified Attorneys providing services to Eligible Clients within Lyon County shall be responsible for ensuring:

1. Clients do not waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest.
2. Clients receive adequate and frequent communication from their attorney. As a guideline, Qualified Attorneys shall, where practicable, communicate with clients seven (7) days following the assignment of the case and every thirty (30) days thereafter unless there are no significant updates in the client's matter.
3. Clients are notified of and encouraged to participate in client surveys authorized by the Department.
4. Clients are appropriately notified of their right to utilize the Department's Complaint and Recommendation process.
5. Attorney-client privilege and client confidentiality are maintained.

G. Initial In-Custody Appearances

Walther Law Offices, PLLC shall provide Representational Services for all Eligible Clients who are in custody and require a bail hearing. Insofar as Walther Law Offices, PLLC has a conflict of interest precluding the firm from continuing to provide Representational Services in connection with a substantive defense of the charges, Walther Law Offices, PLLC shall limit the scope of its representation. It shall only advocate for the Eligible Client's best interests at the bail hearing and shall advise the Eligible Client of the limited scope of such representation.

Notwithstanding any other provision herein, nothing shall preclude Walther Law Offices, PLLC from declining to represent an Eligible Client, even for the limited purpose described in the preceding paragraph, if it determines it cannot do so in a manner consistent with the Nevada Rules of Professional Conduct. In the event this occurs, Walther Law Offices, PLLC shall immediately notify the Department so the Department can assign alternative counsel from among the panel of Qualified Attorneys with whom Lyon County has an approved contract.



VII. ACCOMMODATIONS FOR CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATIONS

The Lyon County Sheriff's Office offers the opportunity for Qualified Attorneys to meet confidentially with Eligible Clients in person or via video conference. Qualified Attorneys seeking a confidential meeting are encouraged to contact Lyon County Sheriff's Office staff at 775-463-6600 at least twenty four (24) hours in advance. The Lyon County Sheriff's Office will make every reasonable effort to ensure a Qualified Attorney is able to meet with an Eligible Client at the desired time. Absent twenty four (24) hours' notice, the Lyon County Sheriff's Office will still make every reasonable effort to arrange a meeting as requested by the Qualified Attorney, but Qualified Attorneys shall, for their part, demonstrate reasonable flexibility and mutual cooperation in such instances. Qualified Attorneys shall be responsible for compliance with all safety protocols and all reasonable instructions of jail personnel.

Questions or concerns with respect to accommodations for confidential meetings with Eligible Clients may, if not satisfactorily addressed by staff, be directed to Sergeant Jacek Sobel (jsobel@lyon-county.org), Sergeant Chris Bixby (cbixby@lyon-county.org), or Lieutenant Josh Barnes (jbarnes@lyon-county.org).

VIII. INVOICING AND PAYMENT

A. Attorneys' Fees

Qualified Attorneys providing services to Eligible Clients within Lyon County in exchange for an hourly rate shall submit monthly invoices to the Department. Such invoices shall be submitted on the Requests for Attorneys' Fees form attached hereto as Appendix B, with appropriate backup, no later than ten (10) days after the end of the month in which the services were rendered. The backup shall contain time entries rounded to the nearest one-tenth (1/10th) of an hour, describing with specificity the work performed and identifying the attorney who performed it.²

The Department shall approve for payment all reasonable attorney's fees reflected on the Requests for Attorneys' Fees and backup. In reviewing for reasonableness, the Department may consider factors such as: (i) average case times as determined by workload analysis; (ii) time and skill required; (iii) complexity of the case; and (iv) experience and ability of the Qualified Attorney(s). The Department may request additional information or explanation where necessary. In the event the Department denies or modifies a Request for Attorneys' Fees, it shall provide an

² For invoicing purposes, Qualified Attorneys are encouraged to use LegalServer for invoice backup. An example of a time slip generated through LegalServer with sufficient detail is included with Appendix B. If a Qualified Attorney does not wish to use LegalServer, the Qualified Attorney may submit an alternative form of backup provided it contains a breakdown of services rendered in comparable detail.



explanation to the Qualified Attorney, with a copy to the Lyon County Manager, as to why the denied portion was not reasonable. Such denials shall be subject judicial review pursuant to NRS 7.135.

Payment for all approved attorneys' fees shall be issued by the Lyon County Comptroller's Office. The Department shall notify the Comptroller's Office of all approved Requests for Attorneys' Fees, attaching a copy of the invoice and backup. The Comptroller's Office shall issue payment within ten (10) days of receipt.

B. Case-Related Expenses

Insofar as Case-Related Expenses are incurred in providing services to Eligible Clients, the following procedures shall apply:

1. **Pre-Authorization:** Case-Related Expenses expected to exceed two thousand five hundred dollars (\$2,500) shall be submitted to the Department for pre-authorization before they are incurred. The Qualified Attorney shall submit the request for pre-authorization to the Department by email at didscontact@dids.nv.gov. The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services.
2. **Reasonableness Review:** All Case-Related Expenses, whether or not they are subject to pre-authorization, are subject to the Department's review for reasonableness. Invoices for Case-Related Expenses shall be submitted to the Department, along with a completed Request for Case-Related Expenses Form (see Appendix C), no later than thirty (30) days following the termination of the representation. Any requests not timely submitted shall be waived. The Department shall approve all reasonable and necessary Requests for Case-Related Expenses, and shall notify the Lyon County Comptroller's Office of all approved expenses and provide a copy of the invoice.
3. **Payment:** The Lyon County Comptroller's Office shall issue payment for all approved Case-Related Expenses within ten (10) days of receipt of notice of the Department's approval and a copy of the invoice.

IX. REIMBURSEMENT FOR PAYMENTS EXCEEDING THE MAXIMUM COUNTY CONTRIBUTION

Pursuant to NRS 180.320(3), the Department's Board has promulgated under Section 18 of its Regulations a formula for establishing the maximum amount a county is required to pay for the provision of indigent defense services in a Fiscal Year. Under that formula, the maximum amount Lyon County must pay for Fiscal Year 2021-2022 is eight hundred eighteen thousand, nine hundred thirty three dollars and five cents (\$818,933.05).



Pursuant to Section 19 of the Regulations, Lyon County shall be permitted to obtain reimbursement for costs associated with the provision of indigent defense services under this plan to the extent they exceed the maximum contribution in the preceding paragraph. Lyon County shall file financial status reports with the Department in a manner consistent with Section 19 of the Regulations, using the form prescribed by the Department³. The Lyon County Board of Commissioners hereby designates the Lyon County Comptroller as its designee to submit such reports to the Department. To the extent the financial status reports reflect costs in excess of the maximum contribution for Fiscal Year 2021-2022, Lyon County shall receive reimbursement up to a limit of five hundred eighteen thousand sixty six dollars and ninety five cents (\$518,066.95)⁴. In the event reimbursable costs exceed this amount, nothing herein shall be construed to preclude Lyon County from seeking additional reimbursement pursuant to NRS 353.266, NRS 180.450, or as otherwise permitted by law.

X. EFFECTIVE DATE; MODIFICATION

This plan is effective September 2, 2021 and shall remain in effect through the end of the current fiscal year, i.e., until June 30, 2022. This plan may be modified by formal action of the Board of County Commissioners.

XI. PLAN ADMINISTERATOR AND CONTACTS

The County Manager shall be the administrator of this plan and the contracts for the provision of indigent defense services. The County Manager shall report material breaches or other significant matters to the Board of County Commissioners. The Board of County Commissioners may take any lawful, situationally-appropriate action with respect to any contract.

Questions about the administration of this plan may be directed to the Lyon County Manager, Jeff Page (jpage@lyon-county.org), the Lyon County Comptroller, Josh Foli (jfoli@lyon-county.org) or the Lyon County Human Resources Director, Eric Milavsky (emilavsky@lyon-county.org).

³ The form is available here:

<https://dids.nv.gov/uploadedFiles/didsnvgov/content/CountyResource/Quarterly%20Financial%20Status%20Report%20-%20203-16-21.xlsx>.

⁴ Lyon County's flat fee agreement with Walther Law Offices, PLLC will alone exceed its maximum contribution amount by \$118,066.95. In addition, Lyon County estimates incurring \$150,000 in Case-Related Expenses, as well as \$250,000 in fees for conflict counsel (i.e., Qualified Attorneys who are assigned when Walther Law Offices, PLLC has a conflict of interest). Thus: \$118,066.95 + \$150,000 + \$250,000 = **\$518,066.95**.

APPENDIX A

APPLICATION FOR PUBLIC DEFENDER

** TODAY'S DATE: ____/____/____

** ENTIRE FORM MUST BE COMPLETED

NAME (FIRST, MIDDLE, LAST): _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIPCODE: _____

DOB: ____-____-____ SOCIAL SECURITY #: ____-____-____

PHONE #: (____) ____-____ TYPE: HOME / CELL / WORK

PHONE #: (____) ____-____ TYPE: HOME / CELL / WORK

ARE YOU A VETERAN OR ACTIVE DUTY MEMBER OF THE U.S. MILITARY? YES NO
HOW LONG HAVE YOU LIVED IN LYON COUNTY? _____ YEARS _____ MONTHS
HOW MANY PEOPLE LIVE IN YOUR HOUSEHOLD? _____ ADULTS _____ CHILDREN

DO YOU RECEIVE ANY OF THE FOLLOWING PUBLIC ASSISTANCE?

- TEMPORARY ASSISTANCE FOR NEEDY FAMILIES
- SUPPLEMENTAL NUTRITION ASSISTANCE
- ASSISTANCE FROM THE PROGRAM FOR CHILD CARE AND DEVELOPMENT
- LOW-INCOME HOME ENERGY ASSISTANCE
- MEDICAID
- OTHER (e.g., Supplemental Security Income (SSI), Housing Assistance): _____

DO YOU OWN OR RENT YOUR HOME? RENT OWN
ARE YOU PRESENTLY EMPLOYED? YES NO HOURLY RATE OF PAY \$ _____
NAME OF EMPLOYER: _____

TOTAL HOUSEHOLD INCOME PER MONTH (FROM ALL SOURCES/SPOUSE'S INCOME): \$ _____
OTHER ASSETS: \$ _____

MONTHLY EXPENSES

RENT/MORTGAGE: \$ _____

UTILITIES: \$ _____

CAR PAYMENT: \$ _____

CHILD CARE: \$ _____

INSURANCE: \$ _____

FOOD: \$ _____

MEDICAL: \$ _____

OTHER EXPENSES: \$ _____

TOTAL ESTIMATED MONTHLY EXPENSES: \$ _____

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

SIGNATURE Unable to sign due to custody status
 Refused to complete and/or sign

INFORMATION COLLECTED PURSUANT TO NRS 179A.075

FOR OFFICIAL USE ONLY

____ QUALIFIES FOR PUBLIC DEFENDER ____ DOES NOT QUALIFY FOR PUBLIC DEFENDER

A PERSON IS "INDIGENT" IF THEY ARE UNABLE, WITHOUT SUBSTANTIAL HARDSHIP TO THEMSELVES OR THEIR DEPENDENTS, TO OBTAIN COMPETENT, QUALIFIED COUNSEL. "SUBSTANTIAL HARDSHIP" IS PRESUMPTIVELY DETERMINED TO INCLUDE ALL PERSONS (1) WHO RECEIVE PUBLIC ASSISTANCE, AS DEFINED BY NRS 422A.065; (2) RESIDE IN PUBLIC HOUSING, AS DEFINED BY NRS 325.021; (3) EARN LESS THAN 200% OF THE FEDERAL POVERTY GUIDELINE; (4) ACTIVELY SERVING A SENTENCE IN A CORRECTIONAL FACILITY; OR (5) IS HOUSED IN A MENTAL HEALTH FACILITY.

APPENDIX B

REQUEST FOR ATTORNEY FEES

Attorney: _____ Date: _____
Phone No.: _____ Address: _____
E-mail: _____
Client Name: _____ Case No.: _____
Funding Source: **Lyon County** Charge: _____

ATTORNEY FEES REQUESTED: Attorney Time _____ Hours @ _____ rate per hour = \$ _____. [*Refer to NRS 7.125 or applicable contract for hourly rate*].

CASE STATUS: As of today, this case is:

- Currently Active/Interim billing. **-OR-** Representation terminated by [*select one*]:
 - Judgment of Conviction, Acquittal/Dismissal, or Order of Court
 - Substitution of Counsel FTA / Bench Warrant Remittitur
 - Other (provide description): _____

SUPPORTING MATERIALS:

- Time slips current and accurate in LegalServer. **-OR-** Back-up documents are attached.

STATEMENT MADE UNDER OATH:

I hereby certify that the above and foregoing claim is just and reasonable. That the work performed was necessary in the defense of my client, and that said claim is now due, owing, and unpaid. That if this is not my initial billing in this matter, I have previously received \$ _____ in fees in the representation of this matter.

Attorney Signature

APPROVAL

To be completed by DIDS

DIDS has reviewed this request and has: approved a total amount of \$ _____;
 not approved this request.

Reviewed by _____ Date _____

The format is as follows:

Daryl Lect (21-0000256)

Disposition: Open

Custodial Status: Not in custody and no conditions

Top Charge: 53374 - GIVE FALSE AFFIDAVIT FOR PURPOSE OF OBTAINING DIMETHYL SULFOXIDE

Cause Number: N/A

Status: Working

Opened: 07/08/2021

Charges (all): 53374 - GIVE FALSE AFFIDAVIT FOR PURPOSE OF OBTAINING DIMETHYL SULFOXIDE

Case: LPC, Cat. B Felonies (max. < 10 years), C. D. E felonies, and GM), Funding Code: CO -- County

Contact: Email, Address: 897 E. Musser St. Carson City, NV 89701

Assignments: Office: Department of Indigent Defense Services, Program: General, Primary Assignment: Thomas Qualls

Client Conflict Status: [Undetermined]

LPC: Cat. B Felonies (max. < 10 years), C. D. E felonies, and GM)

Advocate: Thomas Qualls

Case Email: 21-0000256@nevada-demo.legalserver.org

PEOPLE/ORGANIZATIONS TASKS/EVENTS CASE NOTES **TIMESLIPS** LITIGATIONS ACTIVITY LOG

all 15 results

ID (with Link)	Date of Service	Stop Time	Start Time	Time Spent	Activity Type	Caseworker	Activity Details
#252	07/06/2021	N/A	N/A	0:29	Case Activity	Stanley Morrice	T/C to expert witness re: forensic report
#254	07/06/2021	N/A	N/A	0:50	Case Activity	Stanley Morrice	Review of Discovery (30 Pages)
#255	07/08/2021	N/A	N/A	1:50	Case Activity	Thomas Qualls	Research re: Brady Material
#250	07/08/2021	N/A	N/A	1:40	Case Activity	Jarrod Hickman	Prepare cross exam of witness Smith
#253	07/08/2021	N/A	N/A	1:30	Case Activity	Jarrod Hickman	Mtg. w/cient re: plea bargain
#259	07/06/2021	N/A	N/A	1:00	Case Activity	Stanley Morrice	Court Appearance - Entry of Plea
#251	07/08/2021	N/A	N/A	2:30	Case Activity	Jarrod Hickman	ABC Prepare Opening Statement
#256	07/07/2021	N/A	N/A	0:10	Case Activity	Stanley Morrice	ABC E-mail to D/A re: Trial Continuance

APPENDIX C

REQUEST FOR CASE-RELATED EXPENSE

Attorney: [PrimaryAdvocate]

Date: [today's date]

Address: [Office]

Phone No.: [phone]

E-Mail: [email]

Defendant Name: [ClientName]

Case No.: [CaseNumber]

Funding Source: [State or County]

Charge: [TopCharge]

INVESTIGATOR EXPERT MITIGATION SPECIALISTS

OTHER. Please describe:

Name: _____ Tax ID No.: _____

License No.: _____

Field of Expertise: _____

Hourly Rate: \$ _____ Hours Requested: _____ Total:
\$ _____

Explain Reason for Request:

APPROVAL

To be completed by DIDS

DIDS has reviewed this request and has: approved a total amount of \$ _____;
not approved this request.

Reviewed by _____ Date _____

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

19.b

Subject:

For Possible Action: Approve contracts with the following law firms to serve as conflict counsel under Lyon County's Plan for the Provision of Indigent Defense Services: Edgerton Legal, LLC, Hutchison & Steffen, PLLC, John Law Practice, PLLC, Karla K. Butko, LLP, Pace & Associates, Inc., Pence & Associates, and Richard P. Davies.

Summary:

These law firms will serve on a panel of conflict counsel. When Lyon County's primary public defender has a conflict of interest or cannot otherwise represent all eligible clients, the firms on this panel will be assigned. Each firm has the same terms in its agreement. Under these terms, firms may accept assignments at agreed-upon hourly rates (\$150/hr for felony and gross misdemeanor cases; \$125/hr for misdemeanor and juvenile cases) and must provide services in compliance with the DIDS regulations and Lyon County's Plan for the Provision of Indigent Defense Services.

Financial Department Comments:

There is a budget for conflict Public Defender cases in the amount of \$50,000.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve attached agreements.

ATTACHMENTS

- - Conflict Counsel Agreement (Edgerton Legal, LLC)
- - Conflict Counsel Agreement (Hutchison & Steffen, PLLC)
- - Conflict Counsel Agreement (Johnson Law Practice, PLLC)
- - Conflict Counsel Agreement (Karla K. Butko, LLP)
- - Conflict Counsel Agreement (Pace & Associates, Inc.)
- - Conflict Counsel Agreement (Pence & Associates)
- - Conflict Counsel Agreement (Richard P. Davies)

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and EDGERTON LEGAL, LLC (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.
2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
 - a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
 - b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
 - c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.

- d. Non-Capital Category A Case: A Case in which the highest charge is a non-capital Category A Felony.
 - e. Capital Case: A Case in which the highest charge is a capital Category A felony.
 - f. Juvenile Proceedings: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.
 - g. Appeal: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
3. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
 4. Cause: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:
 - a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.
 - b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification or failure to provide reimbursement for reasonable Litigation Expenses.
 5. Department: The Nevada Department of Indigent Defense Services.
 6. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.
 7. Final Adjudication: "Final Adjudication" shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.
 8. Plan: Lyon County's Plan for the Provision of Indigent Defense Services.
 9. Regulations or Reg.: The Temporary Regulations of the Board of Indigent Defense Services.

10. Representational Services: All services part and parcel of the Contractor's delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as a public defender for the Contracting Authority. The term of the Contractor's appointment shall be one (1) year, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

III. SCOPE OF SERVICES

The Contractor shall be part of a panel of attorneys authorized to provide Representational Services to Eligible Clients within Lyon County when the Contracting Authority's primary public defender, Walther Law Offices, PLLC, has a conflict of interest or otherwise cannot represent all Eligible Clients in a matter. As part of this panel, the Contractor shall have the option to accept or reject assignments. The Department will, consistent with the Plan, offer such assignments to attorneys on the panel on a rotational basis insofar as practicable, but ultimately shall have discretion to distribute assignments on any legitimate basis, including without limitation qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work. The parties understand and agree nothing herein shall be construed as either: (i) an obligation on the part of the Contractor to accept any certain number of assignments; or (ii) an obligation on the part of the Contracting Authority to offer any certain number of assignments. Rather, consistent with the framework above, the parties agree the Contractor shall be part of a panel of attorney among which case assignments will be distributed by the Department.

The Contractor shall not accept assignments to provide the Representational Services to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest

exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority's Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.
2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.
3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent

assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

If required by the Department, the Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

VI. OFFICES AND STAFFING

The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and personnel suitable for conduct of the Contractor's practice of law are the sole responsibility of the Contractor. The Contractor's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars (\$500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written

by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

IX. COMPENSATION

The Contractor shall be compensated:

1. At the rate of ONE HUNDRED FIFTY DOLLARS and 00/100 CENTS (\$150.00) per hour for attorney time spent providing Representational Services in the following categories of cases: Non-Capital Category A Cases; Category B Felony (10+ year maximum); Category B, C, D, or E Felony or Gross Misdemeanor Cases; and Appeals.
2. At the rate of ONE HUNDRED AND TWENTY FIVE DOLLARS and 00/100 CENTS (\$125.00) per hour for attorney time spent providing Representational Services in Misdemeanor Cases and Juvenile Proceedings.
3. At the rate of ONE HUNDRED DOLLARS and 00/100 CENTS (\$100.00) per hour for attorney travel time reasonably necessary to provide Representation Services under this Agreement.
4. At a rate to be negotiated separately by the parties in the event of an assignment to serve as lead counsel or co-counsel in a Capital Case.

The Contractor shall submit a monthly invoice for all fees set forth above, with time entries rounded to the nearest one tenth (1/10) hour. The Contractor shall deliver the invoice to the Department within ten (10) days of the end of the month in which the services were rendered. Submission, review, and payment of invoices shall be in accordance with the Contracting Authority's Plan, the terms of which are incorporated herein by reference.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and HUTCHISON & STEFFEN, PLLC (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.
2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
 - a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
 - b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
 - c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.

- d. Non-Capital Category A Case: A Case in which the highest charge is a non-capital Category A Felony.
 - e. Capital Case: A Case in which the highest charge is a capital Category A felony.
 - f. Juvenile Proceedings: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.
 - g. Appeal: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
3. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
 4. Cause: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:
 - a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.
 - b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification or failure to provide reimbursement for reasonable Litigation Expenses.
 5. Department: The Nevada Department of Indigent Defense Services.
 6. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.
 7. Final Adjudication: "Final Adjudication" shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.
 8. Plan: Lyon County's Plan for the Provision of Indigent Defense Services.
 9. Regulations or Reg.: The Temporary Regulations of the Board of Indigent Defense Services.

10. Representational Services: All services part and parcel of the Contractor's delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as a public defender for the Contracting Authority. The term of the Contractor's appointment shall be one (1) year, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

III. SCOPE OF SERVICES

The Contractor shall be part of a panel of attorneys authorized to provide Representational Services to Eligible Clients within Lyon County when the Contracting Authority's primary public defender, Walther Law Offices, PLLC, has a conflict of interest or otherwise cannot represent all Eligible Clients in a matter. As part of this panel, the Contractor shall have the option to accept or reject assignments. The Department will, consistent with the Plan, offer such assignments to attorneys on the panel on a rotational basis insofar as practicable, but ultimately shall have discretion to distribute assignments on any legitimate basis, including without limitation qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work. The parties understand and agree nothing herein shall be construed as either: (i) an obligation on the part of the Contractor to accept any certain number of assignments; or (ii) an obligation on the part of the Contracting Authority to offer any certain number of assignments. Rather, consistent with the framework above, the parties agree the Contractor shall be part of a panel of attorney among which case assignments will be distributed by the Department.

The Contractor shall not accept assignments to provide the Representational Services to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest

exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority's Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.
2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.
3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent

assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

If required by the Department, the Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

VI. OFFICES AND STAFFING

The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and personnel suitable for conduct of the Contractor's practice of law are the sole responsibility of the Contractor. The Contractor's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars (\$500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written

by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

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The Contractor shall be compensated:

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2. At the rate of ONE HUNDRED AND TWENTY FIVE DOLLARS and 00/100 CENTS (\$125.00) per hour for attorney time spent providing Representational Services in Misdemeanor Cases and Juvenile Proceedings.
3. At the rate of ONE HUNDRED DOLLARS and 00/100 CENTS (\$100.00) per hour for attorney travel time reasonably necessary to provide Representation Services under this Agreement.
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The Contractor shall submit a monthly invoice for all fees set forth above, with time entries rounded to the nearest one tenth (1/10) hour. The Contractor shall deliver the invoice to the Department within ten (10) days of the end of the month in which the services were rendered. Submission, review, and payment of invoices shall be in accordance with the Contracting Authority's Plan, the terms of which are incorporated herein by reference.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and JOHNSON LAW PRACTICE, PLLC (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.
2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
 - a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
 - b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
 - c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.

- d. Non-Capital Category A Case: A Case in which the highest charge is a non-capital Category A Felony.
 - e. Capital Case: A Case in which the highest charge is a capital Category A felony.
 - f. Juvenile Proceedings: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.
 - g. Appeal: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
3. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
 4. Cause: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:
 - a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.
 - b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification or failure to provide reimbursement for reasonable Litigation Expenses.
 5. Department: The Nevada Department of Indigent Defense Services.
 6. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.
 7. Final Adjudication: "Final Adjudication" shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.
 8. Plan: Lyon County's Plan for the Provision of Indigent Defense Services.
 9. Regulations or Reg.: The Temporary Regulations of the Board of Indigent Defense Services.

10. Representational Services: All services part and parcel of the Contractor's delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as a public defender for the Contracting Authority. The term of the Contractor's appointment shall be one (1) year, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

III. SCOPE OF SERVICES

The Contractor shall be part of a panel of attorneys authorized to provide Representational Services to Eligible Clients within Lyon County when the Contracting Authority's primary public defender, Walther Law Offices, PLLC, has a conflict of interest or otherwise cannot represent all Eligible Clients in a matter. As part of this panel, the Contractor shall have the option to accept or reject assignments. The Department will, consistent with the Plan, offer such assignments to attorneys on the panel on a rotational basis insofar as practicable, but ultimately shall have discretion to distribute assignments on any legitimate basis, including without limitation qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work. The parties understand and agree nothing herein shall be construed as either: (i) an obligation on the part of the Contractor to accept any certain number of assignments; or (ii) an obligation on the part of the Contracting Authority to offer any certain number of assignments. Rather, consistent with the framework above, the parties agree the Contractor shall be part of a panel of attorney among which case assignments will be distributed by the Department.

The Contractor shall not accept assignments to provide the Representational Services to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest

exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority's Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.
2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.
3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent

assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

If required by the Department, the Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

VI. OFFICES AND STAFFING

The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and personnel suitable for conduct of the Contractor's practice of law are the sole responsibility of the Contractor. The Contractor's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars (\$500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written

by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

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The Contractor shall be compensated:

1. At the rate of ONE HUNDRED FIFTY DOLLARS and 00/100 CENTS (\$150.00) per hour for attorney time spent providing Representational Services in the following categories of cases: Non-Capital Category A Cases; Category B Felony (10+ year maximum); Category B, C, D, or E Felony or Gross Misdemeanor Cases; and Appeals.
2. At the rate of ONE HUNDRED AND TWENTY FIVE DOLLARS and 00/100 CENTS (\$125.00) per hour for attorney time spent providing Representational Services in Misdemeanor Cases and Juvenile Proceedings.
3. At the rate of ONE HUNDRED DOLLARS and 00/100 CENTS (\$100.00) per hour for attorney travel time reasonably necessary to provide Representation Services under this Agreement.
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The Contractor shall submit a monthly invoice for all fees set forth above, with time entries rounded to the nearest one tenth (1/10) hour. The Contractor shall deliver the invoice to the Department within ten (10) days of the end of the month in which the services were rendered. Submission, review, and payment of invoices shall be in accordance with the Contracting Authority's Plan, the terms of which are incorporated herein by reference.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and KARLA K. BUTKO, LLP (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.
2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
 - a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
 - b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
 - c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.

- d. Non-Capital Category A Case: A Case in which the highest charge is a non-capital Category A Felony.
 - e. Capital Case: A Case in which the highest charge is a capital Category A felony.
 - f. Juvenile Proceedings: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.
 - g. Appeal: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
3. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
 4. Cause: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:
 - a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.
 - b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification or failure to provide reimbursement for reasonable Litigation Expenses.
 5. Department: The Nevada Department of Indigent Defense Services.
 6. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.
 7. Final Adjudication: "Final Adjudication" shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.
 8. Plan: Lyon County's Plan for the Provision of Indigent Defense Services.
 9. Regulations or Reg.: The Temporary Regulations of the Board of Indigent Defense Services.

10. Representational Services: All services part and parcel of the Contractor's delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as a public defender for the Contracting Authority. The term of the Contractor's appointment shall be one (1) year, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

III. SCOPE OF SERVICES

The Contractor shall be part of a panel of attorneys authorized to provide Representational Services to Eligible Clients within Lyon County when the Contracting Authority's primary public defender, Walther Law Offices, PLLC, has a conflict of interest or otherwise cannot represent all Eligible Clients in a matter. As part of this panel, the Contractor shall have the option to accept or reject assignments. The Department will, consistent with the Plan, offer such assignments to attorneys on the panel on a rotational basis insofar as practicable, but ultimately shall have discretion to distribute assignments on any legitimate basis, including without limitation qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work. The parties understand and agree nothing herein shall be construed as either: (i) an obligation on the part of the Contractor to accept any certain number of assignments; or (ii) an obligation on the part of the Contracting Authority to offer any certain number of assignments. Rather, consistent with the framework above, the parties agree the Contractor shall be part of a panel of attorney among which case assignments will be distributed by the Department.

The Contractor shall not accept assignments to provide the Representational Services to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest

exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority's Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.
2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.
3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent

assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

If required by the Department, the Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

VI. OFFICES AND STAFFING

The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and personnel suitable for conduct of the Contractor's practice of law are the sole responsibility of the Contractor. The Contractor's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars (\$500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written

by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

IX. COMPENSATION

The Contractor shall be compensated:

1. At the rate of ONE HUNDRED FIFTY DOLLARS and 00/100 CENTS (\$150.00) per hour for attorney time spent providing Representational Services in the following categories of cases: Non-Capital Category A Cases; Category B Felony (10+ year maximum); Category B, C, D, or E Felony or Gross Misdemeanor Cases; and Appeals.
2. At the rate of ONE HUNDRED AND TWENTY FIVE DOLLARS and 00/100 CENTS (\$125.00) per hour for attorney time spent providing Representational Services in Misdemeanor Cases and Juvenile Proceedings.
3. At the rate of ONE HUNDRED DOLLARS and 00/100 CENTS (\$100.00) per hour for attorney travel time reasonably necessary to provide Representation Services under this Agreement.
4. At a rate to be negotiated separately by the parties in the event of an assignment to serve as lead counsel or co-counsel in a Capital Case.

The Contractor shall submit a monthly invoice for all fees set forth above, with time entries rounded to the nearest one tenth (1/10) hour. The Contractor shall deliver the invoice to the Department within ten (10) days of the end of the month in which the services were rendered. Submission, review, and payment of invoices shall be in accordance with the Contracting Authority's Plan, the terms of which are incorporated herein by reference.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and PACE & ASSOCIATES, INC. (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.
2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
 - a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
 - b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
 - c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.

- d. Non-Capital Category A Case: A Case in which the highest charge is a non-capital Category A Felony.
 - e. Capital Case: A Case in which the highest charge is a capital Category A felony.
 - f. Juvenile Proceedings: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.
 - g. Appeal: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
3. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
 4. Cause: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:
 - a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.
 - b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification or failure to provide reimbursement for reasonable Litigation Expenses.
 5. Department: The Nevada Department of Indigent Defense Services.
 6. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.
 7. Final Adjudication: "Final Adjudication" shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.
 8. Plan: Lyon County's Plan for the Provision of Indigent Defense Services.
 9. Regulations or Reg.: The Temporary Regulations of the Board of Indigent Defense Services.

10. Representational Services: All services part and parcel of the Contractor's delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as a public defender for the Contracting Authority. The term of the Contractor's appointment shall be one (1) year, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

III. SCOPE OF SERVICES

The Contractor shall be part of a panel of attorneys authorized to provide Representational Services to Eligible Clients within Lyon County when the Contracting Authority's primary public defender, Walther Law Offices, PLLC, has a conflict of interest or otherwise cannot represent all Eligible Clients in a matter. As part of this panel, the Contractor shall have the option to accept or reject assignments. The Department will, consistent with the Plan, offer such assignments to attorneys on the panel on a rotational basis insofar as practicable, but ultimately shall have discretion to distribute assignments on any legitimate basis, including without limitation qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work. The parties understand and agree nothing herein shall be construed as either: (i) an obligation on the part of the Contractor to accept any certain number of assignments; or (ii) an obligation on the part of the Contracting Authority to offer any certain number of assignments. Rather, consistent with the framework above, the parties agree the Contractor shall be part of a panel of attorney among which case assignments will be distributed by the Department.

The Contractor shall not accept assignments to provide the Representational Services to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest

exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority's Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.
2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.
3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent

assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

If required by the Department, the Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

VI. OFFICES AND STAFFING

The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and personnel suitable for conduct of the Contractor's practice of law are the sole responsibility of the Contractor. The Contractor's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars (\$500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written

by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

IX. COMPENSATION

The Contractor shall be compensated:

1. At the rate of ONE HUNDRED FIFTY DOLLARS and 00/100 CENTS (\$150.00) per hour for attorney time spent providing Representational Services in the following categories of cases: Non-Capital Category A Cases; Category B Felony (10+ year maximum); Category B, C, D, or E Felony or Gross Misdemeanor Cases; and Appeals.
2. At the rate of ONE HUNDRED AND TWENTY FIVE DOLLARS and 00/100 CENTS (\$125.00) per hour for attorney time spent providing Representational Services in Misdemeanor Cases and Juvenile Proceedings.
3. At the rate of ONE HUNDRED DOLLARS and 00/100 CENTS (\$100.00) per hour for attorney travel time reasonably necessary to provide Representation Services under this Agreement.
4. At a rate to be negotiated separately by the parties in the event of an assignment to serve as lead counsel or co-counsel in a Capital Case.

The Contractor shall submit a monthly invoice for all fees set forth above, with time entries rounded to the nearest one tenth (1/10) hour. The Contractor shall deliver the invoice to the Department within ten (10) days of the end of the month in which the services were rendered. Submission, review, and payment of invoices shall be in accordance with the Contracting Authority's Plan, the terms of which are incorporated herein by reference.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and PENCE & ASSOCIATES (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.
2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
 - a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
 - b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
 - c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.

- d. Non-Capital Category A Case: A Case in which the highest charge is a non-capital Category A Felony.
 - e. Capital Case: A Case in which the highest charge is a capital Category A felony.
 - f. Juvenile Proceedings: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.
 - g. Appeal: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.
3. Case-Related Expenses: Expenses, other than attorneys' fees, reasonably necessary to provide an appropriate defense. Such expenses may include, without limitation, fees for investigators, expert witnesses, forensic services, photocopying, and transcription.
 4. Cause: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:
 - a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.
 - b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification or failure to provide reimbursement for reasonable Litigation Expenses.
 5. Department: The Nevada Department of Indigent Defense Services.
 6. Eligible Client: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.
 7. Final Adjudication: "Final Adjudication" shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.
 8. Plan: Lyon County's Plan for the Provision of Indigent Defense Services.
 9. Regulations or Reg.: The Temporary Regulations of the Board of Indigent Defense Services.

10. Representational Services: All services part and parcel of the Contractor's delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as a public defender for the Contracting Authority. The term of the Contractor's appointment shall be one (1) year, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

III. SCOPE OF SERVICES

The Contractor shall be part of a panel of attorneys authorized to provide Representational Services to Eligible Clients within Lyon County when the Contracting Authority's primary public defender, Walther Law Offices, PLLC, has a conflict of interest or otherwise cannot represent all Eligible Clients in a matter. As part of this panel, the Contractor shall have the option to accept or reject assignments. The Department will, consistent with the Plan, offer such assignments to attorneys on the panel on a rotational basis insofar as practicable, but ultimately shall have discretion to distribute assignments on any legitimate basis, including without limitation qualifications, interest, track record of responsiveness and dependability in accepting assignments, feedback from Eligible Clients, feedback from Lyon County officials, and capacity to take on work. The parties understand and agree nothing herein shall be construed as either: (i) an obligation on the part of the Contractor to accept any certain number of assignments; or (ii) an obligation on the part of the Contracting Authority to offer any certain number of assignments. Rather, consistent with the framework above, the parties agree the Contractor shall be part of a panel of attorney among which case assignments will be distributed by the Department.

The Contractor shall not accept assignments to provide the Representational Services to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest

exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority's Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.
2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.
3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent

assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

If required by the Department, the Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

VI. OFFICES AND STAFFING

The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and personnel suitable for conduct of the Contractor's practice of law are the sole responsibility of the Contractor. The Contractor's expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars (\$500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written

by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

IX. COMPENSATION

The Contractor shall be compensated:

1. At the rate of ONE HUNDRED FIFTY DOLLARS and 00/100 CENTS (\$150.00) per hour for attorney time spent providing Representational Services in the following categories of cases: Non-Capital Category A Cases; Category B Felony (10+ year maximum); Category B, C, D, or E Felony or Gross Misdemeanor Cases; and Appeals.
2. At the rate of ONE HUNDRED AND TWENTY FIVE DOLLARS and 00/100 CENTS (\$125.00) per hour for attorney time spent providing Representational Services in Misdemeanor Cases and Juvenile Proceedings.
3. At the rate of ONE HUNDRED DOLLARS and 00/100 CENTS (\$100.00) per hour for attorney travel time reasonably necessary to provide Representation Services under this Agreement.
4. At a rate to be negotiated separately by the parties in the event of an assignment to serve as lead counsel or co-counsel in a Capital Case.

The Contractor shall submit a monthly invoice for all fees set forth above, with time entries rounded to the nearest one tenth (1/10) hour. The Contractor shall deliver the invoice to the Department within ten (10) days of the end of the month in which the services were rendered. Submission, review, and payment of invoices shall be in accordance with the Contracting Authority's Plan, the terms of which are incorporated herein by reference.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 2nd day of September, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and RICHARD P. DAVIES, ESQ., ATTORNEY AT LAW (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with private law firms to serve as its public defenders; and

WHEREAS, the Contractor is a private law firm that desires to serve as one of the Contracting Authority’s public defenders and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

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 - a. Provide zealous, competent Representational Services in all Cases;
 - b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
 - c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
 - d. Comply with the Nevada Rules of Professional Conduct; and
 - e. Comply with the Contracting Authority's Plan.

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In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

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by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.

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1. At the rate of ONE HUNDRED FIFTY DOLLARS and 00/100 CENTS (\$150.00) per hour for attorney time spent providing Representational Services in the following categories of cases: Non-Capital Category A Cases; Category B Felony (10+ year maximum); Category B, C, D, or E Felony or Gross Misdemeanor Cases; and Appeals.
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4. At a rate to be negotiated separately by the parties in the event of an assignment to serve as lead counsel or co-counsel in a Capital Case.

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The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority's Plan, the terms of which are incorporated herein by reference. All other expenses are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: wages, benefits, or other compensation of Contractor's personnel; costs associated with procuring office space; costs associated with office technology, software, and equipment; and all other costs commonly attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers' compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION

The Contractor's rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor's provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Contractor

Vida D. Keller, Chair
Lyon County Board of Commissioners

Date: _____

Date: _____

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

19.c

Subject:

For Possible Action: Approve Resolution 21-23 A RESOLUTION OF THE LYON COUNTY BOARD OF COMMISSIONERS DIRECTING STAFF TO DETERMINE AND IMPLEMENT LEGAL REMEDIES TO STOP THE STATE OF NEVADA FROM ISSUING AND ENFORCING COVID 19 DIRECTIVES THAT ARE NOT BASED ON SCIENCE OR ESTABLISH A DOUBLE STANDARD (Requested by Commissioner Keller at the August 19, 2021 Board Meeting)

Summary:

Financial Department Comments:

There may be fiscal costs for outside legal counsel, which haven't been budgeted.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Res. 21-23 Legal Remedies COVID](#)

1 PASSED, ADOPTED and APPROVED this 2nd day of September, 2021 by the following vote of the
2 Lyon County Board of Commissioners.

3 AYES:

4 NAYES:

5 ABSENT:

6 ABSTENTIONS:

7
8
9 LYON COUNTY BOARD OF COMMISSIONERS

10
11
12
13 _____
By: Chairman

14
15
16 Attest:

17 _____
18 Clerk of the Board
19
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27
28

PLEADING TITLE - 2



Erin Lopez <elopez@lyon-county.org>

Item # 19.c

Resolution 21-23

1 message

Erich Obermayr <historicinsight@gbis.com>

Sun, Aug 29, 2021 at 11:29 AM

To: Erin Lopez <elopez@lyon-county.org>, vkeller@lyon-county.org, kgray@lyon-county.org, rjacobson@lyon-county.org, whenderson@lyon-county.org, dhockaday@lyon-county.org

Cc: Jeff Page <jpage@lyon-county.org>, Steve Rye <srye@lyon-county.org>

To the Lyon County Board of County Commissioners,

Please read the following aloud into the record during public comment on Agenda Item 19.c. in the September 2, 2021 Commission Meeting.

I am writing to express my opposition to Resolution 21-23. Like many Lyon County residents, I have grown increasingly concerned to see the County Commission use their "resolution" powers to align themselves, on behalf of Lyon County, with political extremists whose only purpose is to score points with an equally extreme base. It is obvious that the County Commissioners have forgotten that they represent all the residents of Lyon County, not just people who voted for them, not just the Republican Party, and certainly not the anti-science, anti-democratic extremist faction within that party.

Resolution 21-23 seizes upon what certain Commissioners see as a contradiction in two Emergency Directives mandating mask use in response to the Covid-19 pandemic. It directs the County Manager and District Attorney to take measures regarding a possible lawsuit to stop any and all Emergency Directives "not based in science or medical advice or are an obvious double standard." The implication here is that somehow the Lyon County Manager, District Attorney, and Commissioners can determine what is valid "science" or "medical advice," and what constitutes a double standard and what doesn't. Throughout the course of the pandemic, the Lyon County Board of County Commissioners have demonstrated profound ignorance of the science surrounding the efficacy of masks in combating the Covid-19 virus. They have, instead, discouraged this easy, simple, and effective measure for the sole purpose of pandering to that fraction of Lyon County residents who regard this basic public health measure as some attack on personal freedom. It is obvious that the BOCC does not realize Nevada's Emergency Directives are, in fact, based on science and medical advice—just not the science and advice they want to hear.

The Commissioners have also demonstrated on a number of occasions they think their "resolution" powers supersede state law as well as lawful directives from State Government. Time after time, the County Manager, District Attorney, and Nevada Attorney General have disabused them of this notion. No matter how the Commission might finesse the issue, there are no "legal options or remedies" available here. It is how our laws and government work.

With this in mind, it is abundantly clear that Resolution 21-23 is just another political stunt and waste of time and effort this Commission is becoming famous for. Please do not vote to approve it.

Sincerely,

Erich Obermayr



Erin Lopez <elopez@lyon-county.org>

Resolution 21-23

1 message

Dean Hayley <therealbatman63@yahoo.com>

Sun, Aug 29, 2021 at 7:32 PM

To: "elopez@lyon-county.org" <elopez@lyon-county.org>

Please read the following aloud into the record during public comment on agenda item 19c in the September 2, 2021 commission meeting.

I am writing to express, vehemently, my opposition to resolution 21-23! Once again our county commissioners are demonstrating that they do not represent **all** the people of Lyon County. In fact, it would seem that the commissioners seem to think that they run the county independently of their constituents for the sole purpose of furthering their own interests and having their own opinions be the law of the land! You people seem to live in a world of your own making, while the rest of us live in the real world. You practice your extremist politics and only represent those who agree with you, and you push through your own agendas, voters be damned! The Governor's mandates, which since you seem to have forgotten your high school government classes, **are in fact, law!!!** They are based in scientific fact, given by the medical experts. The fact that in your ignorance and arrogance, you don't believe that, really has no bearing, or should not if you used your offices honorably! You're not the experts! In fact it would seem you are the anti-experts who would lead your followers to their demise like lemmings off a cliff. Lyon County would be in a much better position had everyone been vaccinated and followed the mandates instead of constantly perpetuating these insane conspiracy theories. It is because of people that think like you that we are experiencing a second wave, and those of us that took our civic responsibilities seriously, are having to go backward. Quite honestly the county commissioners using their position to distribute false information based on opinions they hold, should be seen as criminal. You clearly have no idea what it means to be a public servant or representative. The fact that you keep trying to push through agendas that only represent a faction of the people of Lyon County is evidence to that fact. I feel almost remiss for being happy that Ken Gray is giving some attention to safety concerns on the Highway 50 corridor. I see now that it is merely to draw attention away from other things that the commission is doing, and to put him in the good graces of voters that don't truly know him. This entire commission should be recalled, lest the insanity continue.

Dean C. Hayley

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

19.d

Subject:

FOR POSSIBLE ACTION: Direct staff to coordinate with the City of Fernley, State of Nevada and Nevada Veterans Cemetery to purchase and install a memorial plaque to honor Deputy Sheriff Brett Palmer (Retired) for his years of services with the Sheriff's Office and serving the veterans of Northern Nevada. (Requested by Commissioner Keller)

Summary:

Financial Department Comments:

This hasn't been budgeted, so any cost by the County would need to be funded from a contingency budget transfer.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

20.a

Subject:

For Possible Action: Propose Ordinance Amending Lyon County Code Title 04, Chapter 12, Section 4, revising provisions relating to purposes for use of tax proceeds to authorize the County to use the tax proceeds for any and all purposes set forth in NRS 377B.160.

Summary:

Lyon County approved a tax on infrastructure in 2008 allowing the proceeds of the tax to be used for the acquisition, establishment, construction, expansion, improvement, or equipping of facilities relating to public safety or to cultural and recreational or judicial functions.

NRS 377B.160 allows the tax proceeds to be used for: (a) the acquisition, establishment, construction, improvement or equipping of: (1) water facilities; or (2) wastewater facilities; (b) the acquisition, establishment, construction, operation, maintenance, or expansion of: (1) projects for the management of floodplains or the prevention of floods; or (2) facilities for the disposal of solid waste; (c) the construction or renovation of facilities for schools; (d) the construction or renovation of facilities having cultural or historical value; (e) projects described in subsection 2 of NRS 373.028; (f) the acquisition, establishment, construction, expansion, improvement or equipping of facilities relating to the public safety or to cultural and recreations, judicial or health and welfare functions; (g) the ongoing expenses of operation and maintenance for services and supplies of facilities described in paragraph (f), excluding salaries and benefits; (h) the payment of principal and interest on notes, bonds or other securities issues to provide money for the cost of projects, facilities and activities described in paragraphs (a) to (g), inclusive; or (i) any combination of those purposes.

This ordinance amendment allows the County to use the tax proceeds for any purpose set for in NRS 377B.160(3), thereby expanding the uses of the tax proceeds for Lyon County.

Any ordinance amendment to change the uses of the tax must be approved by a two-thirds majority of the members of the board of county commissioners.

Financial Department Comments:

This change allows the Board to include in their service plan any qualifying items under statute for the infrastructure tax.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Propose Ordinance

ATTACHMENTS

- - NRS Chapter 377B
- - Tax on Infrastructure Amendment - Ordinance Change Title 4, Chapter 12 of Lyon County Code

CHAPTER 377B - TAX FOR INFRASTRUCTURE

NRS 377B.010	Definitions.
NRS 377B.020	“Solid waste” defined.
NRS 377B.030	“Wastewater facilities” defined.
NRS 377B.040	“Water authority” defined.
NRS 377B.050	“Water facilities” defined.
NRS 377B.100	County ordinance imposing tax: Enactment; contents; cessation; periodic review of necessity for continued imposition; public hearing; plan for expenditure of proceeds; periodic review of plan in certain counties; impairment of outstanding obligations prohibited.
NRS 377B.110	Mandatory provisions of ordinance imposing tax.
NRS 377B.120	Mandatory provision of ordinance amending ordinance imposing tax.
NRS 377B.130	Remittances to Department; deposit in Sales and Use Tax Account; distribution.
NRS 377B.140	Redistribution by Department.
NRS 377B.150	Infrastructure fund: Deposit of net tax proceeds.
NRS 377B.160	Infrastructure fund: Expenditure of principal, interest and income.
NRS 377B.170	Water authority in larger counties required to enter into interlocal agreement to provide distribution from infrastructure fund to certain cities, towns and other public entities.
NRS 377B.180	Annual report of city, town or other public entity in interlocal agreement with water authority for distribution from infrastructure fund.
NRS 377B.190	Money for payment of cost of project for which tax was imposed: Issuance of bonds or other obligations; direct distribution from infrastructure fund; authority of board of county commissioners or water authority.
NRS 377B.200	Covenant or other provision to pledge and create lien upon tax proceeds, revenue generated by project or proceeds of certain securities.
NRS 377B.210	Department required to disregard tax in determining amount of security required for payment of other sales and use taxes under certain circumstances.

NRS 377B.010 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in [NRS 377B.020](#) to [377B.050](#), inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by [1997, 2394](#))

NRS 377B.020 “Solid waste” defined. “Solid waste” has the meaning ascribed to it in [NRS 444.490](#).

(Added to NRS by [1997, 2394](#))

NRS 377B.030 “Wastewater facilities” defined. “Wastewater facilities” means:

1. Any devices and systems used in the storage, treatment, control of odor, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature, including, without limitation, outfall sewers, pumping, power and other equipment, and their appurtenances;

2. Extensions, improvements, remodeling, additions and alterations of any device or system described in subsection 1;

3. Units essential to provide a reliable recycled supply of water, such as standby treatment units and clear well facilities; and

4. Land that is or will be an integral part of the treatment process or is used for the ultimate disposal of residues resulting from such treatment, including, without limitation, the acquisition and improvement of wetlands that are designed and used for the discharge of effluent.

(Added to NRS by [1997, 2395](#))

NRS 377B.040 “Water authority” defined. “Water authority” means a water authority organized as a public agency or an entity created by cooperative agreement pursuant to [chapter 277](#) of NRS whose members at the time of formation included the three largest retail water purveyors in the county and which is responsible for the acquisition,

treatment and delivery of water and water resources on a wholesale basis to utilities, governmental agencies and entities and other large customers.

(Added to NRS by [1997, 2395](#))

NRS 377B.050 “Water facilities” defined. “Water facilities” means facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, siphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof.

(Added to NRS by [1997, 2395](#))

NRS 377B.100 County ordinance imposing tax: Enactment; contents; cessation; periodic review of necessity for continued imposition; public hearing; plan for expenditure of proceeds; periodic review of plan in certain counties; impairment of outstanding obligations prohibited.

1. The board of county commissioners of any county may by ordinance, but not as in a case of emergency, impose a tax for infrastructure pursuant to this section and [NRS 377B.110](#).

2. An ordinance enacted pursuant to this chapter may not become effective before a question concerning the imposition of the tax is approved by a two-thirds majority of the members of the board of county commissioners. Any proposal to increase the rate of the tax or change the previously approved uses for the proceeds of the tax must be approved by a two-thirds majority of the members of the board of county commissioners. The board of county commissioners shall not change a previously approved use for the proceeds of the tax to a use that is not authorized for that county pursuant to [NRS 377B.160](#).

3. An ordinance enacted pursuant to this section must:

(a) Specify the date on which the tax must first be imposed or on which an increase in the rate of the tax becomes effective, which must occur on the first day of the first month of the next calendar quarter that is at least 120 days after the date on which a two-thirds majority of the board of county commissioners approved the question.

(b) In a county whose population is 700,000 or more, provide for the cessation of the tax not later than:

(1) The last day of the month in which the Department determines that the total sum collected since the tax was first imposed, exclusive of any penalties and interest, exceeds \$2.3 billion; or

(2) June 30, 2025,

↳ whichever occurs earlier.

4. Notwithstanding the provisions of an ordinance described in subsection 3, in a county whose population is 700,000 or more, the tax may continue to be imposed after the date set forth in the ordinance for the cessation of the tax if the board of county commissioners determines by an affirmative vote of at least two-thirds of its members that the cessation of the tax is not advisable.

5. The board of county commissioners in a county whose population is 700,000 or more and in which a water authority exists shall review the necessity for the continued imposition of the tax authorized pursuant to this chapter at least once every 10 years.

6. Before enacting an ordinance pursuant to this chapter, the board of county commissioners shall hold a public hearing regarding the imposition of a tax for infrastructure. In a county whose population is 700,000 or more and in which a water authority exists, the water authority shall also hold a public hearing regarding the tax for infrastructure. Notice of the time and place of each hearing must be:

(a) Published in a newspaper of general circulation in the county at least once a week for the 2 consecutive weeks immediately preceding the date of the hearing. Such notice must be a display advertisement of not less than 3 inches by 5 inches.

(b) Posted at the building in which the meeting is to be held and at not less than three other separate, prominent places within the county at least 2 weeks before the date of the hearing.

7. Before enacting an ordinance pursuant to this chapter, the board of county commissioners of a county whose population is less than 700,000 or a county whose population is 700,000 or more and in which no water authority exists, shall develop a plan for the expenditure of the proceeds of a tax imposed pursuant to this chapter for the purposes set forth in [NRS 377B.160](#). The plan may include a regional project for which two or more such counties

have entered into an interlocal agreement to expend jointly all or a portion of the proceeds of a tax imposed in each county pursuant to this chapter. Such a plan must include, without limitation, the date on which the plan expires, a description of each proposed project, the method of financing each project and the costs related to each project. Before adopting a plan pursuant to this subsection, the board of county commissioners of a county in which a regional planning commission has been established pursuant to [NRS 278.0262](#) shall transmit to the regional planning commission a list of the proposed projects for which a tax for infrastructure may be imposed. The regional planning commission shall hold a public hearing at which it shall rank each project in relative priority. The regional planning commission shall transmit its rankings to the board of county commissioners. The recommendations of the regional planning commission regarding the priority of the proposed projects are not binding on the board of county commissioners. The board of county commissioners shall hold at least one public hearing on the plan. Notice of the time and place of the hearing must be provided in the manner set forth in subsection 6. The plan must be approved by the board of county commissioners at a public hearing. Subject to the provisions of subsection 9, on or before the date on which a plan expires, the board of county commissioners shall determine whether a necessity exists for the continued imposition of the tax. If the board determines that such a necessity does not exist, the board shall repeal the ordinance that enacted the tax. If the board of county commissioners determines that the tax must be continued for a purpose set forth in [NRS 377B.160](#), the board shall adopt, in the manner prescribed in this subsection, a new plan for the expenditure of the proceeds of the tax for such a purpose.

8. If the plan approved pursuant to subsection 7 by the board of county commissioners of a county whose population is 100,000 or less includes the expenditure of the proceeds of a tax imposed pursuant to this chapter for a purpose set forth in paragraph (f) or (g) of subsection 3 of [NRS 377B.160](#), the board must review the plan at least once every 4 years.

9. No ordinance imposing a tax which is enacted pursuant to this chapter may be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair any outstanding bonds or other obligations which are payable from or secured by a pledge of a tax enacted pursuant to this chapter until those bonds or other obligations have been discharged in full.

(Added to NRS by [1997, 2395](#); A [2003, 2384](#); [2005, 1778](#); [2011, 1239, 3323](#); [2017, 1043](#))

NRS 377B.110 Mandatory provisions of ordinance imposing tax. An ordinance enacted pursuant to this chapter must include provisions in substance as follows:

1. A provision imposing a tax upon retailers at the rate of not more than:
 - (a) In a county whose population is 100,000 or more but less than 700,000, one-eighth of 1 percent; or
 - (b) In all other counties, one-quarter of 1 percent,↳ of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the county.
2. Provisions substantially identical to those contained in [chapter 374](#) of NRS, insofar as applicable.
3. A provision that all amendments to [chapter 374](#) of NRS after the date of enactment of the ordinance, not inconsistent with this chapter, automatically become a part of an ordinance enacted pursuant to this chapter.
4. A provision stating the specific purpose for which the proceeds of the tax must be expended.
5. A provision that the county shall contract before the effective date of the ordinance with the Department to perform all functions incident to the administration or operation of the tax in the county.
6. A provision that a purchaser is entitled to a refund, in accordance with the provisions of [NRS 374.635](#) to [374.720](#), inclusive, of the amount of the tax required to be paid that is attributable to the tax imposed upon the sale of, and the storage, use or other consumption in a county of, tangible personal property used for the performance of a written contract:
 - (a) Entered into on or before the effective date of the tax or the increase in the tax; or
 - (b) For the construction of an improvement to real property for which a binding bid was submitted before the effective date of the tax or the increase in the tax if the bid was afterward accepted,↳ if, under the terms of the contract or bid, the contract price or bid amount cannot be adjusted to reflect the imposition of the tax or the increase in the tax.

(Added to NRS by [1997, 2397](#); A [2003, 2385](#); [2005, 1778](#); [2011, 1240](#))

NRS 377B.120 Mandatory provision of ordinance amending ordinance imposing tax. An ordinance amending the ordinance enacted pursuant to [NRS 377B.100](#) must include a provision in substance that the county shall amend the contract made pursuant to subsection 5 of [NRS 377B.110](#) by a contract made between the county and the State acting by and through the Department before the effective date of the amendatory taxing ordinance, unless

the county determines with the written concurrence of the Department that no such amendment of the contract is necessary or desirable.

(Added to NRS by [1997, 2398](#))

NRS 377B.130 Remittances to Department; deposit in Sales and Use Tax Account; distribution.

1. All fees, taxes, interest and penalties imposed and all amounts of tax required to be paid to the counties pursuant to this chapter must be paid to the Department in the form of remittances payable to the Department.

2. The Department shall deposit the payments with the State Treasurer for credit to the Sales and Use Tax Account in the State General Fund.

3. The State Controller, acting upon the collection data furnished by the Department, shall monthly:

(a) Transfer from the Sales and Use Tax Account to the appropriate account in the State General Fund 1.75 percent of all fees, taxes, interest and penalties collected pursuant to this chapter during the preceding month as compensation to the State for the cost of collecting the taxes.

(b) Determine for each county an amount of money equal to any fees, taxes, interest and penalties collected in or for that county pursuant to this chapter during the preceding month, less the amount transferred to the State General Fund pursuant to paragraph (a).

(c) Transfer the amount determined for each county to the Intergovernmental Fund and remit the money:

(1) In each county whose population is 700,000 or more and in which a water authority exists, to the treasurer for the water authority.

(2) In each county whose population is less than 700,000 or each county whose population is 700,000 or more and in which no water authority exists, to the county treasurer.

(Added to NRS by [1997, 2398](#); A [2009, 2091](#); [2011, 1241](#))

NRS 377B.140 Redistribution by Department. The Department may redistribute any fee, tax, penalty and interest to:

1. A county whose population is less than 700,000 or a county whose population is 700,000 or more and in which no water authority exists; or

2. The water authority in a county whose population is 700,000 or more and in which a water authority exists, that is entitled thereto, but no such redistribution may be made as to amounts originally distributed more than 6 months before the date on which the Department obtains knowledge of the improper distribution.

(Added to NRS by [1997, 2398](#); A [2011, 1242](#))

NRS 377B.150 Infrastructure fund: Deposit of net tax proceeds.

1. In a county whose population is less than 700,000 or a county whose population is 700,000 or more and in which no water authority exists, the county treasurer shall deposit the money received from the State Controller pursuant to [NRS 377B.130](#) in the county treasury for credit to a fund to be known as the infrastructure fund. The infrastructure fund must be accounted for as a separate fund and not as a part of any other fund. The money for each project included in the plan adopted pursuant to subsection 7 of [NRS 377B.100](#) must be accounted for separately in the fund.

2. In a county whose population is 700,000 or more and in which a water authority exists, the water authority shall deposit the money received from the State Controller pursuant to [NRS 377B.130](#) in a separate account of the water authority to be known as the infrastructure fund. This fund must be accounted for as a separate fund and not as part of any other fund of the water authority.

(Added to NRS by [1997, 2398](#); A [2011, 1242](#), [3325](#))

NRS 377B.160 Infrastructure fund: Expenditure of principal, interest and income. The money in the infrastructure fund, including interest and any other income from the fund:

1. In a county whose population is 700,000 or more, must only be expended by the water authority, distributed by the water authority to its members, distributed by the water authority pursuant to [NRS 377B.170](#) to a city or town located in the county whose territory is not within the boundaries of the area served by the water authority or to a public entity in the county which provides water or wastewater services and which is not a member of the water authority or, if no water authority exists in the county, expended by the board of county commissioners for:

(a) The acquisition, establishment, construction, improvement or equipping of water and wastewater facilities;

(b) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects described in paragraph (a); or

(c) Any combination of those purposes.

↳ The board of county commissioners may only expend money from the infrastructure fund pursuant to this subsection in the manner set forth in the plan adopted pursuant to subsection 7 of [NRS 377B.100](#).

2. In a county whose population is 100,000 or more but less than 700,000, must only be expended by the board of county commissioners in the manner set forth in the plan adopted pursuant to subsection 7 of [NRS 377B.100](#) for:

(a) The acquisition, establishment, construction or expansion of:

- (1) Projects for the management of floodplains or the prevention of floods; or
- (2) Facilities relating to public safety;

(b) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects described in paragraph (a);

(c) The ongoing expenses of operation and maintenance of projects described in subparagraph (1) of paragraph (a), if such projects were included in a plan adopted by the board of county commissioners pursuant to subsection 7 of [NRS 377B.100](#) before January 1, 2003;

(d) Any program to provide financial assistance to owners of public and private property in areas likely to be flooded in order to make such property resistant to flood damage that is established pursuant to [NRS 244.3653](#); or

(e) Any combination of those purposes.

3. In a county whose population is less than 100,000, must only be expended by the board of county commissioners in the manner set forth in the plan adopted pursuant to subsection 7 of [NRS 377B.100](#) for:

(a) The acquisition, establishment, construction, improvement or equipping of:

- (1) Water facilities; or
- (2) Wastewater facilities;

(b) The acquisition, establishment, construction, operation, maintenance or expansion of:

- (1) Projects for the management of floodplains or the prevention of floods; or
- (2) Facilities for the disposal of solid waste;

(c) The construction or renovation of facilities for schools;

(d) The construction or renovation of facilities having cultural or historical value;

(e) Projects described in subsection 2 of [NRS 373.028](#);

(f) The acquisition, establishment, construction, expansion, improvement or equipping of facilities relating to public safety or to cultural and recreational, judicial or health and welfare functions;

(g) The ongoing expenses of operation and maintenance for services and supplies of facilities described in paragraph (f), excluding salaries and benefits;

(h) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects, facilities and activities described in paragraphs (a) to (g), inclusive; or

(i) Any combination of those purposes.

(Added to NRS by [1997, 2399](#); A [2003, 1414](#); [2005, 567](#); [2007, 611](#); [2009, 1432](#); [2011, 1242, 3325](#); [2017, 1044](#))

NRS 377B.170 Water authority in larger counties required to enter into interlocal agreement to provide distribution from infrastructure fund to certain cities, towns and other public entities.

1. In a county whose population is 700,000 or more and in which a water authority exists, the water authority shall enter into an interlocal agreement with a city or town located in the county whose territory is not within the boundaries of the area served by the water authority or with a public entity in the county which provides water or wastewater services and which is not a member of the water authority to provide a distribution from the infrastructure fund of the water authority to the city, town or public entity after the city, town or public entity has filed with the water authority a detailed plan for acquiring, establishing, constructing, improving or equipping, or any combination thereof, a water or wastewater facility.

2. Such a city, town or public entity may request annually from the infrastructure fund of the water authority an amount of the proceeds of the tax for infrastructure received annually by the water authority that is equal to the proportion that the assessed valuation of taxable property within the boundaries of the city or town or the area served by the public entity, except any assessed valuation attributable to the net proceeds of minerals, bears to the total assessed valuation of taxable property within the county, except any assessed valuation attributable to the net proceeds of minerals. If the boundaries of such a city or town overlap with the boundaries of a public entity in such a county which provides water or wastewater services and which is not a member of the water authority, the water authority shall apportion equally between the city or town and the public entity the distribution from the infrastructure fund attributable to the assessed valuation in the area where the boundaries overlap.

3. The water authority shall not unreasonably refuse a request from such a city, town or public entity for a distribution from the infrastructure fund pursuant to the provisions of this section.

(Added to NRS by [1997, 2399](#); A [2011, 1243](#); [2013, 3134](#))

NRS 377B.180 Annual report of city, town or other public entity in interlocal agreement with water authority for distribution from infrastructure fund. If a water authority in a county whose population is 700,000 or more has entered into an interlocal agreement to provide a distribution from the infrastructure fund pursuant to [NRS 377B.170](#) to a city or town located in the county whose territory is not within the boundaries of the area served by the water authority or to a public entity in the county which provides water or wastewater services and which is not a member of the water authority, the city, town or public entity shall transmit to the water authority on or before December 15 of each year a report that describes:

1. The total distribution received by the city, town or public entity during the preceding fiscal year from the infrastructure fund pursuant to [NRS 377B.170](#);
 2. Each project for which the money was distributed; and
 3. The status of each project for which the money was distributed.
- (Added to NRS by [1997, 2401](#); A [2011, 1244](#))

NRS 377B.190 Money for payment of cost of project for which tax was imposed: Issuance of bonds or other obligations; direct distribution from infrastructure fund; authority of board of county commissioners or water authority.

1. Money for the payment of the cost of one or more projects for which the board of county commissioners has imposed all or a portion of the tax authorized pursuant to this chapter may be obtained by the issuance of bonds and other securities as provided in this section, or, subject to any pledges, liens and other contractual limitations made pursuant to this chapter, may be obtained by direct distribution from the infrastructure fund, or may be obtained both by the issuance of such securities and by such direct distribution as determined by the board of county commissioners or, in a county whose population is 700,000 or more and in which a water authority exists, by the water authority.

2. The board of county commissioners of a county whose population is less than 700,000 or of a county whose population is 700,000 or more and in which no water authority exists may, after the enactment of an ordinance imposing a tax for infrastructure as authorized by [NRS 377B.100](#), from time to time issue bonds and other securities, which are general or special obligations of the county and which may be secured as to principal and interest by a pledge authorized by this chapter of the receipts from the taxes imposed by this chapter. The ordinance authorizing the issuance of any bond or other security must describe the purpose for which it was issued.

3. After the enactment of an ordinance imposing a tax for infrastructure by the board of county commissioners of a county whose population is 700,000 or more and in which a water authority exists, the water authority or, if so provided in an interlocal agreement to which the water authority is a party, one or more of the members of the water authority, may from time to time issue bonds and other securities, which are general or special obligations and which may be secured as to principal and interest by a pledge authorized by this chapter of the receipts from the taxes imposed by this chapter.

4. In a county whose population is 700,000 or more, no bonds or other securities may be issued pursuant to this section which are payable from or secured by, in whole or in part, any revenue from a tax enacted pursuant to this chapter to be collected after:

(a) The last day of the month in which the Department determines that the total sum collected since the tax was first imposed, exclusive of any penalties and interest, exceeds \$2.3 billion; or

(b) June 30, 2025,

↪ whichever occurs earlier, unless the board of county commissioners pursuant to subsection 4 of [NRS 377B.100](#) has determined by an affirmative vote of at least two-thirds of its members that the cessation of the tax is not advisable.

(Added to NRS by [1997, 2400](#); A [2011, 1244, 3326](#))

NRS 377B.200 Covenant or other provision to pledge and create lien upon tax proceeds, revenue generated by project or proceeds of certain securities.

1. Each document providing for the issuance of any bond or security issued pursuant to this chapter which is payable from the receipts of the taxes imposed by this chapter or revenue generated by one or more projects for which the board of county commissioners has imposed all or a portion of the tax authorized pursuant to this chapter, may, in addition to covenants and other provisions authorized in the Local Government Securities Law, contain a covenant or other provision to pledge and create a lien upon the receipts of the tax or the revenue generated by one or more projects for which the board of county commissioners has imposed all or a portion of the tax authorized pursuant to this chapter, or upon the proceeds of any bond or security pending their application to defray the cost of one or more projects for which the board of county commissioners has imposed all or a portion of the tax authorized pursuant to this chapter, or any combination of the tax proceeds, generated revenue or security proceeds, to secure the payment of any bond or security issued pursuant to this chapter.

2. Any money pledged to the payment of bonds or other securities pursuant to subsection 1 may be treated as pledged revenues of the project for the purposes of subsection 3 of [NRS 350.020](#).
(Added to NRS by [1997, 2401](#))

NRS 377B.210 Department required to disregard tax in determining amount of security required for payment of other sales and use taxes under certain circumstances. If a person has not been habitually delinquent in the payment of any sales or use tax at any time within the immediately preceding 3 years, the Department shall disregard the amount of any tax due pursuant to this chapter when determining the amount of any security it may require from that person for the payment of any sales or use tax.
(Added to NRS by [1997, 2402](#))

Summary: An ordinance amending Lyon County Code Title 04, Chapter 12, Section 4, revising provisions relating to purposes for use of tax proceeds to authorize the County to use the tax proceeds for any and all purposes set forth in NRS 377B.160.

Title: An ordinance amending Lyon County Code Title 04, Chapter 12, Section 4, by revising provisions relating to specific purposes for which the proceeds of the tax for infrastructure must be expended to include all purposes set forth in NRS 377B.160; and, providing for the severability, constitutionality and effective date thereof; and other matters properly relating thereto.

Explanation: Matter in blue is new or added language, red strikethrough is the existing language to be deleted by the proposal.

The Board of County Commissioner of Lyon County, Nevada do hereby ordain:

Section 1. Lyon County Code Title 04, Chapter 12, Section 04 is hereby amended to read as follows:

**CHAPTER 12
TAX FOR INFRASTRUCTURE**

SECTION:

4.12.01: Title

4.12.02: Imposition

4.12.03: Statute Incorporated

4.12.04: Purposes For Use Of Tax Proceeds

4.12.05: Contract With State For Administration

4.12.06: Purchaser Entitled To Refund Under Certain Circumstances

4.12.07: Effective Date

4.12.01: TITLE:

This chapter shall be known as the TAX FOR INFRASTRUCTURE.

4.12.02: IMPOSITION:

The tax for infrastructure is hereby imposed as follows: A tax of one-fourth of one percent is imposed upon retailers on the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the county.

4.12.03: STATUTE INCORPORATED:

The provisions of Nevada Revised Statutes chapter 374, as well as all amendments to Nevada Revised Statutes chapter 374 enacted after the passage of this chapter, are incorporated herein as

if fully set forth as part of this chapter so long as said provisions are not inconsistent with this chapter.

4.12.04: PURPOSES FOR USE OF TAX PROCEEDS:

The specific purposes for which the proceeds of the tax for infrastructure must be expended include all purposes set forth within Nevada Revised Statutes 377B.160. ~~and specifically include the acquisition, establishment, construction, expansion, improvement, or equipping of facilities relating to public safety or to cultural and recreational or judicial functions.~~

4.12.05: CONTRACT WITH STATE FOR ADMINISTRATION:

The county shall contract before the effective date hereof with the State of Nevada Department of Taxation to perform all functions incident to the administration or operation of the tax in the county

4.12.06: PURCHASER ENTITLED TO REFUND UNDER CERTAIN CIRCUMSTANCES:

A purchaser is entitled to a refund, in accordance with the provisions of Nevada Revised Statutes 374.635 to 374.720, inclusive, of the amount of the tax required to be paid that is attributable to the tax imposed upon the sale of, and the storage, use or other consumption in a county of, tangible personal property used for the performance of a written contract: a) entered into on or before the effective date of the tax or the increase in the tax; or b) for the construction of an improvement to real property for which a binding bid was submitted before the effective date of the tax or the increase of the tax if the bid was afterward accepted, if, under the terms of the contract or bid, the contract price or bid amount cannot be adjusted to reflect the imposition of the tax or the increase in the tax.

4.12.07: EFFECTIVE DATE:

This chapter shall be in full force and effect and the tax for infrastructure must first be imposed on the first day of the first month of the next calendar quarter that is one hundred twenty (120) days after the adoption date hereof. (Ord. 518, 3-20-2008)

Any amendments to this section are effective upon amendment of the contract made pursuant to section 5 of this Chapter, as required by subsection 5 of NRS 377B.110, unless the county determines with written consent of the Department that no such amendment of the contract is necessary or desirable, in which case, the amendment is effective on and after its passage, approval and publication as required by law.

Section 2. Upon approval of this Ordinance the county shall amend the contract made pursuant to subsection 5 of [NRS 377B.110](#) by a contract made between the county and the State acting by and through the Department before the effective date of the amendatory taxing ordinance, unless the county determines with the written concurrence of the Department that no such amendment of the contract is necessary or desirable.

Section 3. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

Section 4. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code conflict herewith and hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Proposed on the 2nd day of September, 2021.

Proposed by County Commissioner: _____

THIS Ordinance has been PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 by the following vote of the Board of Commissioners, Lyon County:

AYES: _____

NAYS: _____

ABSENT: _____

Board of County Commissioners
Lyon County

By: Chair

Attest:

Clerk of the Board

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 2, 2021

Agenda Item Number:

20.b

Subject:

For Possible Action: Discussion and approval of a plan to allocate American Rescue Plan Act (ARPA) funding.

Summary:

Congress passed the American Rescue Plan Act (ARPA) to combat COVID-19. Lyon County has been allocated \$11,170,643 in ARPA fund, of which \$5,585,331.50 was received in May 2021. The remainder of the funding will be distributed to Lyon County by May, 2022. The funding must be obligated by December 31, 2024 and spent by December 31, 2026.

This funding can be used for four purposes:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

The recommended allocations presented by the Comptroller are intended to be a starting point to the conversation for the Board of Commissioners.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Discussion and approval of a plan to allocate American Rescue Plan Act (ARPA) funding.

ATTACHMENTS

- - [American Rescue Plan Eligibility Questions](#)
- - [ARPA Recommended Allocations - First Round of Funding](#)

Lyon County
American Rescue Plan Act (ARPA) Eligibility Questions

The Board of Commissioners requested the Comptroller to review federal regulations and guidelines that govern how ARPA funds may be spent in regards to some specific projects.

The following are projects specifically asked to be considered by members of the Board of Commissioners.

Ambulance purchases for fire districts

- Ambulances are specifically mentioned as eligible purchases under the ARPA revenue loss provision; however Lyon County does not currently qualify for this provision.
- Ambulance purchases can also be justified under the ARPA responding to the public health emergency provision, but Lyon County does not meet the reasonable, allowable, and allocable costs requirements in federal regulations to pay for the purchase of the requested ambulances.

Park Repairs & Maintenance / Park Improvements

- Park repairs & maintenance are specifically discussed in the ARPA Treasury Guidance. “Many governments saw increased use of parks during the pandemic that resulted in damage or increased maintenance needs.” So, park repairs and maintenance are an allowable cost under the responding to the public health emergency or negative impacts provision.
- Park improvements are eligible purchases under ARPA (revenue loss provision); however Lyon County does not currently qualify for this provision.
- The only other qualifying ARPA provision for park improvements would be the responding to the public health emergency or negative impacts provision. Park improvements are specifically allowed in qualified census tracts (low income areas) in the ARPA guidance; however, Lyon County does not have any qualified census tracts.
- In answer to the frequently asked question: “Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts?”, the guidance discusses the qualified census tract as an example as well as small business assistance for restaurant patios and facade improvements. It then talks about governments seeing damage or increased maintenance needs. This is a significantly grey area in the guidance, but it is recommended that the ARPA funds be used for park maintenance and repairs and that park improvements be funded from park construction tax.

Health Communities – Dayton Food Bank Request

- The ARPA public health emergency or its negative impacts provision is the only possible place to consider for this request.
- This is not specifically mentioned as an allowable use in the ARPA Act or guidance. Food insecurity is mentioned. Modifying a building for additional capacity at an existing food bank could be justifiable if there has been an increase in usage since COVID that is starting to exceed the capacity of the existing facility.

China Springs Funding Request

- China Springs Youth Camp has requested ARPA funding from Lyon County to help with a revenue reduction they have experienced. Specifically, they are stating that their Medicaid revenue decreased during COVID and they are asking for State funding to make up that shortfall. They are asking the County to fund the legislative budget reduction with ARPA funds. Unfortunately, a reduction in State funding wouldn't qualify for Lyon County ARPA fund replacement.

Lyon County
 Recommended American Rescue Plan Act Allocation
 First Round of Funding

To respond to the COVID-19 public health emergency or its negative impacts:

<i>Personal Protective Equipment and Supplies</i>	100,000
<i>Lyon County Human Services - Indigent Assistance, Child Care Assistance, Behavioral Health Support</i>	390,000
<i>Park Repairs & Maintenance</i>	50,000
<i>Healthy Communities Coalition - Dayton Food Pantry</i>	390,000

Provide Premium Pay for Essential Workers

Not recommended in this round of funding.

Replace Lost Public Sector Revenue

Lyon County currently doesn't qualify.

Invest in Water, Sewer, and Broadband Infrastructure

<i>Willowcreek GID Costs</i>	50,000
<i>Silver Springs GID Costs</i>	300,000
<i>Lyon County Utility Costs:</i>	
<i>Rolling A Increase in Capacity</i>	1,500,000
<i>Rapid Infiltration Basins / Effluent Disposal</i>	1,500,000
<i>Replace Lift Station 2 with Lift Station 2A</i>	1,000,000

Contingency to be allocated as needed in the future	195,322
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Total	5,585,322
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Lyon County
American Rescue Plan Act (ARPA) Funding
Per Capita

	<u>ARPA Funding</u>	<u>Population</u>	<u>ARPA Funding Per Capita</u>
City of Fernley	20,972,921.50	20,901	1,003.44
City of Yerington	2,677,100.32	3,488	767.52
Lyon County (unincorporated)	<u>11,170,643.00</u>	<u>33,240</u>	<u>336.06</u>
Total	<u><u>34,820,664.82</u></u>	<u><u>57,629</u></u>	<u><u>604.22</u></u>