LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, FEBRUARY 5, 2026
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

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

County Commission meetings are open to the public and may be attended in person or via virtual Zoom, if available. Virtual public comment may be given if you are attending the virtual Zoom meeting by raising your hand. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. Then to unmute yourself, dial *6.

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

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 Sam Inman of Lighthouse Church Assembly of God - Silver Springs*

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be*

limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

5. For Possible Action: Review and adoption of agenda

6. Presentation of awards and/or recognition of accomplishments

7. Time Certain

7.a Time Certain at 10:00 A.M.: For Presentation Only: Presentation from Vinson Guthreau, Executive Director of the Nevada Association of Counties on NACO's role for the State and Lyon County. (Requested by Comm. Jacobson)

8. Commissioners/County Manager reports

9. Elected Official's reports

9.a For Report Only: Dayton Township Justice Court Statistics Report.
- December 2025 - Criminal and Civil Statistics

10. Appointed Official's reports

11. Advisory Board reports

11.a For Report Only: Election of officers to the Dayton Regional Citizens Advisory Board.
- DRCAB Transmittal Jan 07 2026

11.b For Report Only: Election of officers to the Stagecoach Citizens Advisory Board.
- ScCAB Mtg Transmittal Letter

11.c For Report Only: Election of officers to the Animal Services Advisory Board.
- Animal Control Advisory Board

12. 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.a For Possible Action: Review and accept claims and financial reports.
- Claims Report 1-1-26 to 1-15-26
- Cash Report 1-15-26

12.b For Possible Action: Review and accept travel claims.
- Travel Report 1-1-26 to 1-15-26

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

12.d For Possible Action: Approve the January 15, 2026 minutes.
- January 15, 2026 Minutes

12.e For Possible Action: Accept a grant award from the State of Nevada, Aging and Disability Services Division (ADSD) in the amount of $264,568.59, with county match of $23,130, to continue the Title III-C2 Nutrition, Home Delivered Meals Program in Lyon County.

- FY26 Home Delivered Meals Notice of Subaward

12.f For Possible Action: Accept the Notice of Subgrant Award from the State of Nevada, Aging and Disability Services Division (ADSD) in the amount of $152,129.21, with county match of $22,819, to continue the Title III-C1 Congregate Meals Program in Lyon County.
- FY26 Congregate Meals Notice of Subaward

12.g For Possible Action: Accept a grant from the Nevada Department of Public Safety, Office of Criminal Justice Assistance (OCJA), Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $20,328.00 for the Lyon County Sheriff's Office SWAT Team Night Vision Project.
- LCSO SWAT Night Vision Award Letter--20260106

12.h For Possible Action: Approve a contract between Lyon County and Hey Frank LLC, in an amount not to exceed $98,000 to continue the public health marketing campaign, services are funded through Public Health Infrastructure and Improvement which makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services for allocation to specified entities for the improvement of public health.
- FY26 Hey Frank Contract

12.i For Possible Action: Approve a contract for Ledezma-Aguilar Garden Services for the amount of $800 per month for the maintenance of the medians on Dayton Valley Road.
- 2026 Proposal

12.j For Possible Action: Approve a contract for Ledezma-Aguilar Garden Services for the amount of $800 per month for the maintenance of the north sidewalk on Dayton Valley Road.
- Ledezma-Aguilar DVR Sidewalk Contract

12.k For Possible Action: Approve a one-year software support agreement for the livescan system with DataWorks Plus for $1,488.08.
- Lyon CSD 26-27

12.l For Possible Action: To approve the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13).
- STAFF REPORT
- Traditions Village 2 - PH1 - Improvement Agreement Release
- Traditions Village 2 - PH1 Improvement Agreement
- Traditions V2- PH 1 - Backup

12.m For Possible Action: To approve the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16).
- STAFF REPORT
- Heritage Ranch PH 4 - Improvement Agreement Release
- Heritage Ranch PH 4 - Improvement Agreement
- Heritage Ranch PH 4 - Backup

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

13. Facilities

13.a For Possible Action: Approve a contract between SCHEELS All Sports, Inc and Lyon County for the donation of $4,000 to be used for the purchase of a scoreboard for the Silver Stage ballfield. (Facilities Director, Doug Homestead)

- Scheels Contract Scoreboard Silver Stage

14. Public Hearing on Planning Items

14.a For Possible Action: To approve the request from Outpost Land Company, LLC for a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels that total approximately 1.02 acres in Silver Springs at 3845 and 3855 Elm Street (APNs 018-405-49 and 018-405-50); PLZ-2025-090 (Senior Planner Louis Cariola).

- STAFF REPORT
- Project Narrative
- Photos of 3845 & 3855 Elm St

15. Community Development

15.a For Discussion and Possible Action: To select a date and time for a Code Enforcement Workshop to review and discuss the current draft of the Code Enforcement Ordinance and other matters properly related thereto. (Community Development Director, Gavin Henderson)

16. Utilities

16.a For Presentation Only - Utilities Project Update (Utilities Engineer, Kishora Panda)

- 2026 02 05 BOCC Project Update
- Appendix A

16.b For Possible Action: To award a contract to MKD Construction, Inc. in an amount not to exceed $6,030,756 for the Highway 50 Sewer Replacement Project Phase 2 construction in Dayton and to authorize the Interim Utilities Director to sign project construction related documents. (Utilities Engineer, Kishora Panda)

- Bid Tab-Bid Award Recommendation
- C510 Notice of Award 2018
- C520 2018 RD Edition Agreement

16.c For Possible Action: Approve a contract with Lumos & Associates for an amount not to exceed $451,000 for construction administration, construction surveying, construction observation, engineering services during construction, and materials testing services for the Highway 50 Sewer Replacement Project Phase 2 construction. (Utilities Engineer, Kishora Panda)

- Hyw 50 Sewer Ph 2 Constr Mangt Agreement Lumos

17. Comptroller

17.a For Possible Action: Approve Sciarani & Co. as the auditor for the County with the fiscal year costs for fiscal years 2026, 2027, and 2028 being $90,000, $95,000, and $100,000. (Comptroller, Josh Foli)

- Auditor Proposal FY 2026-2028 by Sciarani and Co

17.b For Possible Action: Approve a sixteen percent (16%) salary table increase for salary ranges L2 through L5, with associated salary increases for employees in those ranges, effective February 14, 2026 and authorize $60,000 in a budget transfer from the General Fund contingency. The employees in the L2 through L5 pay rages include the Deputy District Attorney I and II, Senior Deputy District Attorney, Chief Deputy District Attorney, and Court Master. (Comptroller, Josh Foli)

- Proposed Master Salary Table - Effective 2-14-26.pdf

18. Human Resources

18.a For Possible Action: Approve the elimination of the vacant Utilities Meter Technician position by

replacing it with a Water Systems Technician position. (Human Resources Director, Ben Evans)

19. County Manager

19.a For Possible Action: Approve a letter of support on behalf of the Board of Commissioners for South Lyon County Medical Center and the South Lyon County Hospital District for the construction of a new primary clinic to replace the existing modular building. (County Manager, Andrew Haskin)

- Letter of Support for South Lyon Medical Center Primary Care Clinic

19.b For Possible Action: Approve a second Commissioner to serve on the Nevada Association of Counties (NACO), NACO Board of Directors for calendar year 2026. Commissioner Keller is advancing to serve on the NACO Executive Board. (County Manager, Andrew Haskin)

- Commissioner Appointments 2026
- 1-3 General Responsibilities

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

21. Commissioner Comments

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

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

24. Adjourn

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

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

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay

Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

Lyon County is an equal opportunity provider.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
7.a

Subject:
Time Certain at 10:00 A.M.: For Presentation Only: Presentation from Vinson Guthreau, Executive Director of the Nevada Association of Counties on NACO's role for the State and Lyon County. (Requested by Comm. Jacobson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
9.a

Subject:
For Report Only: Dayton Township Justice Court Statistics Report.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- December 2025 - Criminal and Civil Statistics

Nevada Trial Courts

Civil Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 12/1/2025 to 12/31/2025

Justice/Municipal Court Case Types - Civil *(Dictionary, p.27-29)*

Civil Caseload *(Dictionary p. 32-35)*	Real Property Case			Tort Case					Contract Case										Protection Orders		
				Negligence Case					Seller Plaintiff (Debt Collection) Case												
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case	Contested Liens Case	Petition to Seal Records	Other Civil Matters	Small Claims Cases	Request for DV Protection Order	Request for Protection Order (Non-DV)	Request for High Risk Protection Order
1. Begin Pending																					
a. Active	55	3	0	1	0	0	0	0	202	9	27	30	3	22	0	9	17	24	4	5	0
b. Inactive	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. New Filings	11	0	0	0	0	0	0	0	14	0	0	0	0	5	0	1	2	4	5	6	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Dispositions (Entry of Judgments)																					
a. Original	7	0	0	0	0	0	0	0	22	0	0	3	0	2	0	0	2	5	5	9	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. End Pending																					
a. Active	59	3	0	1	0	0	0	0	194	9	27	27	3	25	0	10	18	23	4	2	0
b. Inactive	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8. Set for Judicial Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Age Of Active Pending Caseload																					
i. Original, 0 - 90 days	13	0	0	0	0	0	0	0	38	0	0	3	0	11	0	1	0	8	0	0	0
ii. Original, 91 - 180 days	0	0	0	0	0	0	0	0	48	6	0	5	0	3	0	0	2	1	0	0	0
iii. Original, 181 - 365 days	0	0	0	1	0	0	0	0	17	1	1	3	0	2	0	0	0	2	0	0	0
iv. Original, > 365 days	46	3	0	0	0	0	0	0	91	2	25	15	3	8	0	9	13	11	4	2	0
v. Reopened, 0 - 60 days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
vi. Reopened, 61 - 180 days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
vii. Reopened, > 180 days	0	0	0	0	0	0	0	0	0	0	1	1	0	1	0	0	2	1	0	0	0
10. Time to Disposition																					
a. Original, Mean Number of Days	30	0	0	0	0	0	0	0	184	0	0	179	0	121	0	0	4	64	1	13	0
b. Original, Median Number of Days	30	0	0	0	0	0	0	0	136	0	0	190	0	121	0	0	4	63	1	3	0
c. Reopened, Mean Number of Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Reopened, Median Number of Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Civil Statistics Reporting
Disposition Worksheet
Page 2 of 3

Court: DAYTON JUSTICE COURT **Court ID:** J031102 **Prepared by:** ANGELICA M.

Date: 12/1/2025 to 12/31/2025 **Approved by:**

Justice/Municipal Court Cases - Civil *(Dictionary, p.27-29)*

Civil Manner of Disposition *(Dictionary p. 37-39)*	**Real Property Case**			**Tort Case**					**Contract Case**										**Protection Orders**		
				Negligence Case					**Seller Plaintiff (Debt Collection) Case**												
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case	Contested Liens Case	Petition to Seal Records	Other Civil Matters	Small Claims Cases	Request for DV Protection Order	Request for Protection Order (Non-DV)	Request for High Risk Protection Order
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	0	0
Voluntary Dismissal	0	0	0	0	0	0	0	0	4	0	0	1	0	1	0	0	0	0	0	1	0
Involuntary Dismissal	0	0	0	0	0	0	0	0	5	0	0	1	0	1	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	3	0
Judgment on Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Stipulated Dismissal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Stipulated Judgment	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2			
Default Judgment	5	0	0	0	0	0	0	0	12	0	0	1	0	0	0	0	0	1			
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			
Summary Judgment	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0			
Total Non-Trial Dispositions	**7**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**0**	**0**	**3**	**0**	**2**	**0**	**0**	**2**	**3**	**0**	**4**	**0**
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			
Judgment Reached (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
Total Bench Trial Dispositions	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**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			
Verdict Reached	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total Jury Trial Dispositions	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Protection Orders Dispositions																					
Denied without Hearing																			2	1	0
Granted without Hearing																			3	4	0
Denied with Hearing																			0	0	0
Granted with Hearing																			0	0	0
Total Protection Order Dispositions	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**5**	**0**
Grand Total Dispositions	**7**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**0**	**0**	**3**	**0**	**2**	**0**	**0**	**2**	**5**	**5**	**9**	**0**

Nevada Trial Courts

Civil Statistics Reporting
Caseload Statistics Worksheet

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 12/1/2025 to 12/31/2025

Additional Civil Caseload Statistics *(Dictionary p. 30-31)*

Civil Writs (related to an existing case)	4
Remitted/Remanded Civil Cases	0
Jury Trials	0
Non-Jury (Bench) Trials	5
Satisfaction of Judgment	2
Inmate Requests/Filings	0
Contempt and Preliminary Injunctions	0
Renewal of Judgment	20

Court Interpreter Statistics *(Dictionary p. 31)*

Cases with Court Interpreters	0

Languages Used by Party	
Spanish	0
Tagalog	0
Chinese (Mandarin/Cantonese)	0
American Sign Language	0
Other Languages	0

Justice Courts Only *(Dictionary p. 31)*

Sexual Assault Protection Order	0
Extended DV Protection Orders Granted	1
Extended DV Protection Orders Denied	0
Extended DV Protection Orders Other	0
Extended Protection Orders (non-DV) Granted	4
Extended Protection Orders (non-DV) Denied	0
Extended Protection Orders (non-DV) Other	3
Extended High Risk Protection Orders Granted	0
Extended High Risk Protection Orders Denied	0
Extended High Risk Protection Orders Other	0
High Risk Protection Order Filed by LEO	0
High Risk Protection Order Filed by Family	0

Limited Jurisdiction Courts Only *(Dictionary p. 31)*

Order to Seal Records	1

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 12/1/2025 - 12/31/2025

Felony Case Types (Dictionary, p.1-5)

Criminal Caseload (Dictionary p. 10-13)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Motor Vehicle - Other	Other Felony
1. Begin Pending													
a. Active	7	0	0	0	0	8	7	3	0	2	0	0	0
b. Inactive	8	1	0	0	1	17	5	0	2	0	0	0	1
2. New Filings	1	0	0	0	0	0	0	0	0	0	0	0	0
a. Charges	1	0	0	0	0	0	0	0	0	0	0	0	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Disposition (Entry of Judgment)													
a. Original	2	0	0	0	0	2	0	1	0	0	0	0	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	0	0	0	0	0	0	0	0	0
7. End Pending													
a. Active	6	0	0	0	0	6	7	2	0	2	0	0	0
b. Inactive	8	1	0	0	1	17	5	0	2	0	0	0	1
8. Set for Judicial Review	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Age of Active Pending Caseload													
i. Original. 0-90 days	2	0	0	0	0	1	0	0	0	2	0	0	0
ii. Original. 91-180 days	1	0	0	0	0	2	5	0	0	0	0	0	0
iii. Original. 181-365 days	1	0	0	0	0	1	0	2	0	0	0	0	0
iv. Original. > 365 days	1	0	0	0	0	1	2	0	0	0	0	0	0
v. Reopened. 0-60 days	0	0	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened. 61-180 days	0	0	0	0	0	1	0	0	0	0	0	0	0
vii. Reopened. > 180 days	1	0	0	0	0	0	0	0	0	0	0	0	0
10. Time to Disposition													
a. Original. Mean Number of days	123	0	0	0	0	179	0	175	0	0	0	0	0
b. Original. Median Num. of days	123	0	0	0	0	179	0	175	0	0	0	0	0
c. Reopened. Mean Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Reopened. Median Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigants	0	0	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 12/1/2025 - 12/31/2025

Gross Misdemeanor Case Types (Dictionary, p.1-5)

Criminal Caseload (Dictionary p. 10-13)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - Other	Other Gross Misdeamors
1. Begin Pending											
a. Active	2	1	0	0	2	1	0	0	1	0	0
b. Inactive	2	0	0	0	3	5	0	0	1	0	0
2. New Filings	0	0	0	0	0	0	0	0	0	0	0
a. Charges	0	0	0	0	0	0	0	0	0	0	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0
5. Disposition (Entry of Judgment)											
a. Original	1	0	0	0	0	0	0	0	0	0	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	0	0	0	0	0	0	0
7. End Pending											
a. Active	1	1	0	0	2	1	0	0	1	0	0
b. Inactive	2	0	0	0	3	5	0	0	1	0	0
8. Set for Judicial Review	0	0	0	0	0	0	0	0	0	0	0
9. Age of Active Pending Caseload											
i. Original. 0-90 days	0	0	0	0	0	0	0	0	0	0	0
ii. Original. 91-180 days	0	1	0	0	0	0	0	0	0	0	0
iii. Original. 181-365 days	0	0	0	0	2	1	0	0	1	0	0
iv. Original. > 365 days	0	0	0	0	0	0	0	0	0	0	0
v. Reopened. 0-60 days	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened. 61-180 days	1	0	0	0	0	0	0	0	0	0	0
vii. Reopened. > 180 days	0	0	0	0	0	0	0	0	0	0	0
10. Time to Disposition											
a. Original. Mean Number of days	548	0	0	0	0	0	0	0	0	0	0
b. Original. Median Num. of days	548	0	0	0	0	0	0	0	0	0	0
c. Reopened. Mean Num. of days	0	0	0	0	0	0	0	0	0	0	0
d. Reopened. Median Num. of days	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigants	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 12/1/2025 - 12/31/2025

Misdemeanor, Traffic, and Civil Infraction Case Types (Dictionary, p.1-5)

Criminal Caseload (Dictionary p. 10-13)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Other Misdemeanor	Traffic Misdemeanor	Traffic Civil Infraction	Parking	Other Civil Infraction
1. Begin Pending															
a. Active	22	25	0	2	22	39	1	4	33	8	32	590	527	1	0
b. Inactive	8	9	0	3	23	15	0	8	25	2	9	88	0	0	0
2. New Filings	5	3	0	0	3	2	0	0	7	2	2	69	138	0	0
a. Charges	5	3	0	0	4	3	0	0	9	2	9	103	139	1	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0
5. Disposition (Entry of Judgment)															
a. Original	7	6	0	0	4	4	0	0	5	1	15	80	199	0	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	1	0	0	0	0	0	0	15	0	0	0
7. End Pending															
a. Active	20	22	0	2	20	37	1	4	35	9	19	574	466	1	0
b. Inactive	8	9	0	3	24	15	0	8	25	2	9	93	0	0	0
8. Set for Judicial Review	3	1	0	0	1	1	0	0	2	0	0	0	0	0	0
9. Age of Active Pending Caseload															
i. Original. 0-90 days	9	12	0	0	7	12	0	0	20	5	3	111	323	0	0
ii. Original. 91-180 days	2	4	0	1	1	12	0	1	9	1	2	15	40	0	0
iii. Original. 181-365 days	3	5	0	0	3	7	1	0	1	1	4	19	33	0	0
iv. Original. > 365 days	6	1	0	1	9	6	0	3	4	1	10	427	70	1	0
v. Reopened. 0-60 days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened. 61-180 days	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
vii. Reopened. > 180 days	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0
10. Time to Disposition															
a. Original. Mean Number of days	77	129	0	0	223	102	0	0	72	75	123	113	66	0	0
b. Original. Median Num. of days	92	139	0	0	147	100	0	0	72	75	64	42	57	0	0
c. Reopened. Mean Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Reopened. Median Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Disposition Worksheet

Court: DAYTON JUSTICE COURT **J031102**

Date: 12/1/2025 - 12/31/2025

Criminal Case Dispositions
(Dictionary p. 16-19)

	Felony Case Types (Dictionary, p.1-5)												
	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Motor Vehicle - Other	Other Felony
Non-Trial Disposition													
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0
Default Judgement (Civil Infraction Only)	0	0	0	0	0	0	0	0	0	0	0	0	0
Uncontested Civil Violation (Civil Infrac. Only)	0	0	0	0	0	0	0	0	0	0	0	0	0
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0	0	0
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	1	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	1	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)	0	0	0	0	0	0	0	0	0	0	0	0	0
Contested Civil Infraction													
FTA Default Judgment	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Dismissed	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Committed	0	0	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing													
Waiver of Preliminary Hearing	0	0	0	0	0	2	0	0	0	0	0	0	0
Dismissed (during prelim.)	0	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	0
Bindover	1	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	2	0	0	0	0	2	0	1	0	0	0	0	0
Trial Dispositions													
Bench Trial													
Dismissed (during trial)	0	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	0
Guilty Plea with Sentence (during trial)	0	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	0
Total Bench Trial Dispositions	0	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	0	0	0
Acquittal	0	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	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	2	0	0	0	0	2	0	1	0	0	0	0	0

Nevada Trial Courts

Court: DAYTON JUSTICE COURT **J031102**

Date: 12/1/2025 - 12/31/2025

Criminal Statistics Reporting
Disposition Worksheet

Criminal Case Dispositions (Dictionary p. 16-19)	Gross Misdemeanor Types (Dictionary, p.1-5)										
	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - Other	Other Gross Misdemeanor
Non-Trial Disposition											
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0
Default Judgement (Civil Infraction Only)	0	0	0	0	0	0	0	0	0	0	0
Uncontested Civil Violation (Civil Infrac. Only)	0	0	0	0	0	0	0	0	0	0	0
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	1	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (before trial)	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)	0	0	0	0	0	0	0	0	0	0	0
Contested Civil Infraction											
FTA Default Judgment	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Dismissed	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Committed	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing											
Waiver of Preliminary Hearing	0	0	0	0	0	0	0	0	0	0	0
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0
Bindover	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	1	0	0	0	0	0	0	0	0	0	0
Trial Dispositions											
Bench Trial											
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0
Acquittal	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
Conviction	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
Jury Trials											
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0
Acquittal	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
Conviction	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	1	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Disposition Worksheet

Court: DAYTON JUSTICE COURT — **J031102**

Date: 12/1/2025 - 12/31/2025

Misdemeanor, Traffic, and Civil Infraction Case Types (Dictionary, p.1-5)

Criminal Case Dispositions (Dictionary p. 16-19)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Protection Order Violations	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Other Misdemeanor	Traffic Misdemeanor	Traffic Civil Infractions	Parking	Other Civil Infractions
Non-Trial Disposition															
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Default Judgement (Civil Infraction Only)	0	0	0	0	0	0	0	0	0	0	0	0	28	0	0
Uncontested Civil Violation (Civil Infrac. Only)	0	0	0	0	0	0	0	0	0	0	0	0	166	0	0
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0	42	0	0	0
Nolle Prosequi (before trial)	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	0	6	0	0	1	1	0	0	1	0	4	9	1	0	0
Guilty Pleas with Sentence (before trial)	7	0	0	0	2	3	0	0	4	1	10	28	0	0	0
Dismissed (after diversion)	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Contested Civil Infraction															
FTA Default Judgment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Dismissed	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0
Civil Infraction Committed	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Preliminary Hearing															
Waiver of Preliminary Hearing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	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	0	0	0
Total Non-Trial Dispositions	7	6	0	0	4	4	0	0	5	1	15	80	199	0	0
Trial Dispositions															
Bench Trial															
Dismissed (during trial)	0	0	0	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	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	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	0	0	0
Total Bench Trial Dispositions	0	0	0	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	0	0	0	0	0
Acquittal	0	0	0	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	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	7	6	0	0	4	4	0	0	5	1	15	80	199	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Additional Statistics Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 12/1/2025 - 12/31/2025

Additional Criminal Caseload Statistics (p. 5-9)

Contested Civil Infraction Hearings	4
Bench Trials	0
Jury Trials	0
DV Misd Charges (District Court Only)	

Death Penalty (Rule 250) Statistics (p. 6)

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

Mental Competency Statistics (p. 6)

Orders for Mental Competency Evaluation	0
Mental Competency Hearing	0
Findings of Incompetence	0

Court Interpreter Statistics (p. 6)

Cases with Court Interpreters		3
Languages Used by Party	Spanish	3
	Tagalog	0
	Chinese (Mandarin/Cantonese)	0
	American Sign Language	0
	Other Languages	0

Additional Criminal Proceedings (p. 7-9)

Extraordinary Writs	
Search Warrants Requests	3
Pre-trial Custody Hearings	0
Probable Cause Findings/Hearings	15
Extradition Hearings	0
72-Hour Hearings	0
Arraignment Hearings	58
Preliminary Hearings	1
Sentencing Hearings	53
Grand Jury Proceedings	

Post-Adjudication Case Activity

Remanded Cases	0
Request for Modification of Sentence	0
Sentencing Violation	1
Post-Conviction Relief	0

Preliminary Hearing Continuances (p.9)

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

Trial Continuances (p.9)

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

Community Development Department

Code Enforcement Annual Report

Board of County Commissioners

February 5, 2026

Agenda

- Introduction
- Code Enforcement Statistics
- SWAP Program
- Property Clean-Up Efforts
- Performance and Case Load Overview
- Insights and Takeaways
- Questions

Introduction

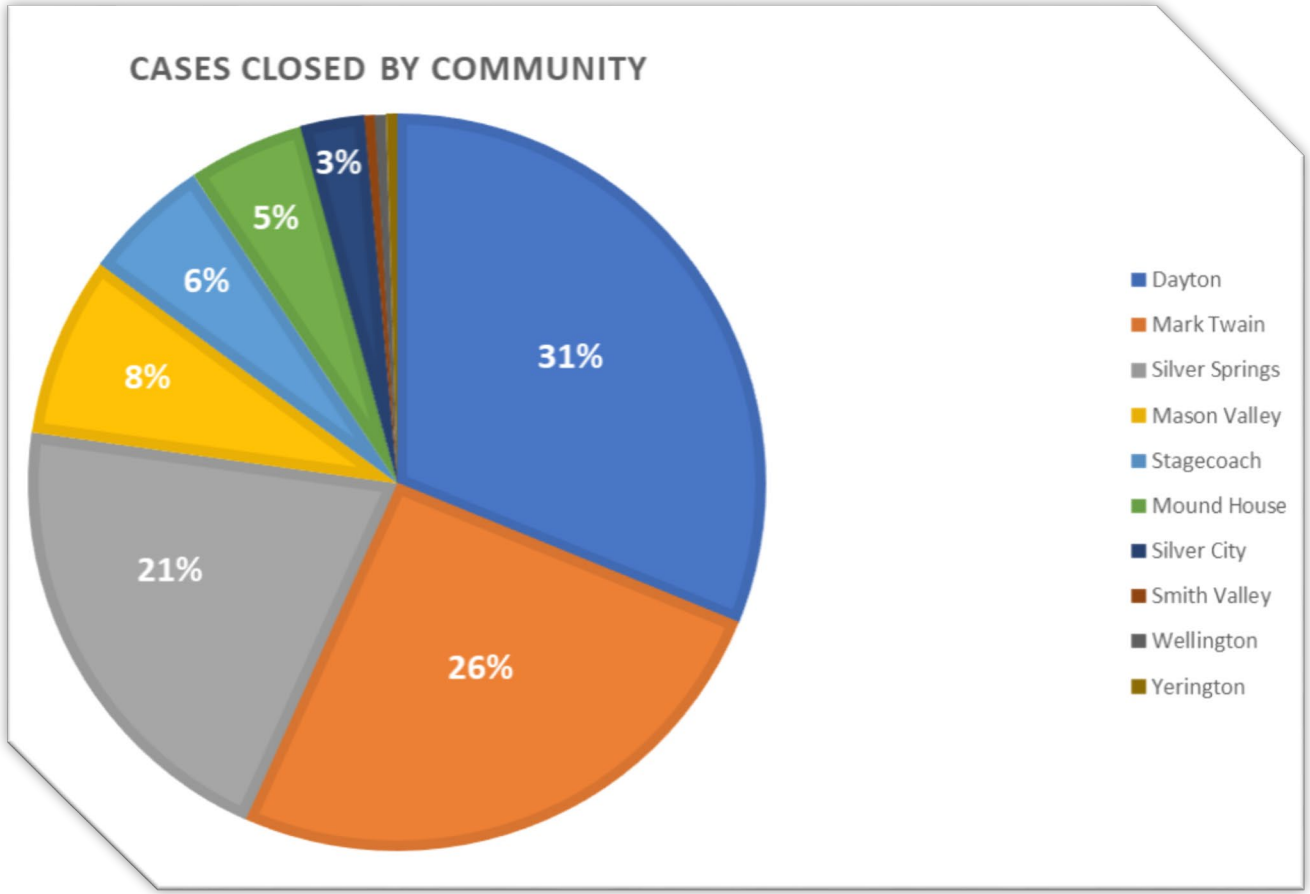
Thank you to our Partners:

- Lyon County Human Services
- Lyon County Sherriff's Office
- Carson Demolition
- Grey Stone Unlimited
- Re-Haul Junk Removal
- Waste Management
- Central Lyon Fire Protection District
- D&S Waste Removal, Inc
- Brand X, Inc
- Audi Auto Parts Unlimited

Community Development Department

Annual Statistics – Closed Cases

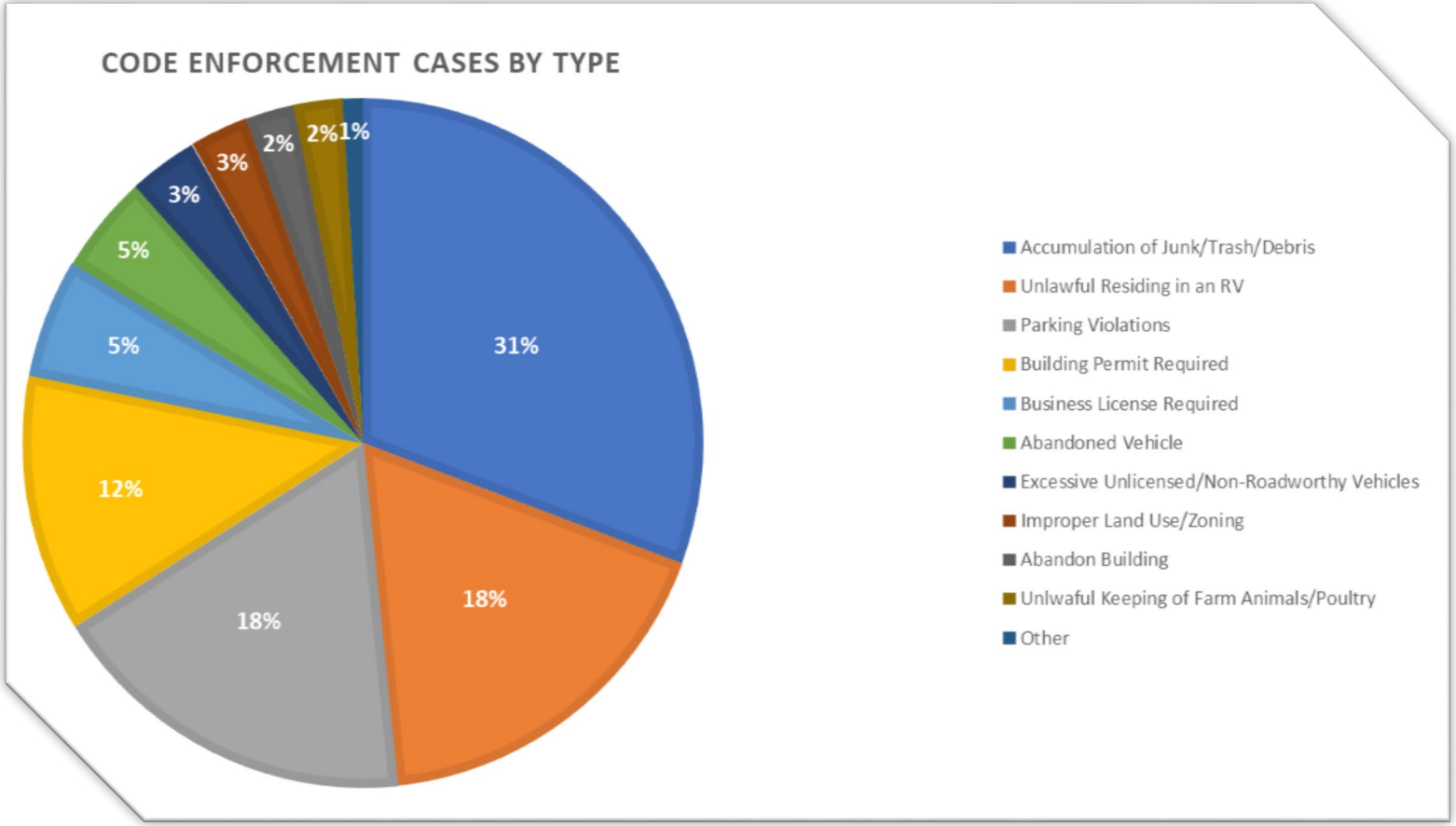
Closed Cases by Community		
Community	Cases Closed	Share of Total
Dayton	67	31.2%
Mark Twain	55	25.6%
Silver Springs	44	20.5%
Mason Valley	17	7.9%
Stagecoach	12	5.6%
Mound House	11	5.1%
Silver City	6	2.8%
Smith Valley	1	0.5%
Wellington	1	0.5%
Yerington	1	0.5%
Total	215	



Community Development Department

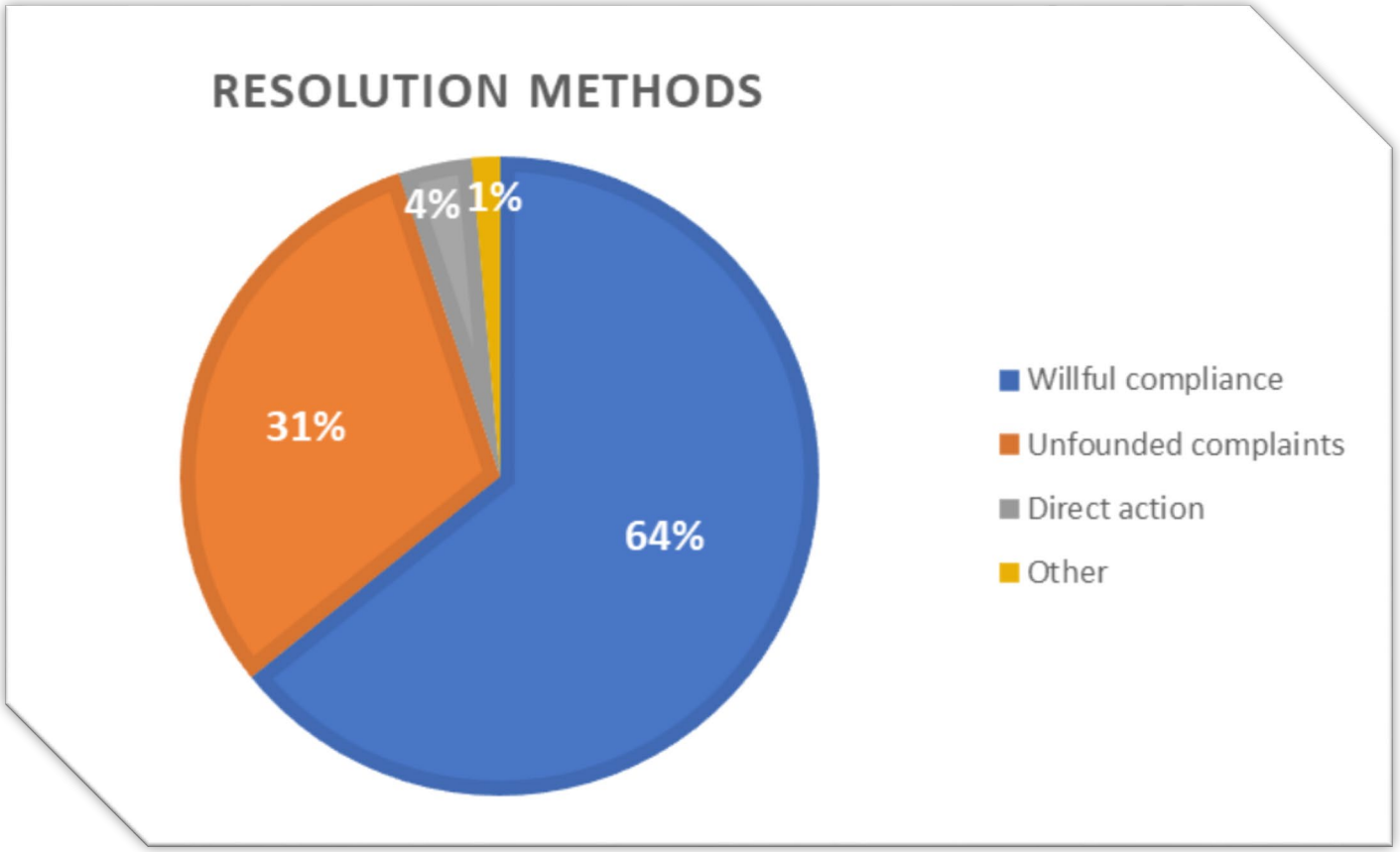
Code Enforcement Cases by Type

Code Enforcement Cases by Type		
Violation Type	**Number of Cases**	**Share of Total**
Accumulation of Junk/Trash/Debris	66	31%
Unlawful Residing in an RV	38	18%
Parking Violations	38	18%
Building Permit Required	26	12%
Business License Required	12	6%
Abandoned Vehicle	10	5%
Excessive Unlicensed/Non-Roadworthy Vehicles	7	3%
Improper Land Use/Zoning	6	3%
Abandon Building	5	2%
Unlwaful Keeping of Farm Animals/Poultry	5	2%
Other	2	1%
Total	215	



Resolution Methods

Resolution Methods		
Outcome	**Cases**	**Share**
Willful compliance	138	64%
Unfounded complaints	66	31%
Direct action	8	4%
Other	3	1%



Community Development Department

SWAP Program

Sustainable Waste Action Program:

- Goal:
  - Establish a Program for Eligible Property Owners to provide property clean-up services.
- Process:
  - Review Complaint for garbage, refuse, debris, and abandoned vehicles.
  - Code Enforcement Officer established communication with Property Owner and pursue complaint for code compliance.
  - Code Enforcement Identifies Property Owner as a potentially eligible candidate for the SWAP Program and submits a referral to Lyon County Human Services (LCHS) to process eligibility.
  - LCHS Case Manager will perform an assessment to determine program eligibility as well as offer additional services.
    - At or below 200% Poverty
    - Household with children under 18 or adults over 60 who are at risks
    - Physical Disability
    - Mental Disability
  - Once eligibility is determined, Code Enforcement Officer will proceed with scheduling a clean-up timeline with the property owner involving access to the Code Enforcement trailer.
  - Properties and Property Owners falling outside of the eligibility requirements are still able to request the use of the trailer at the sole direction of the Code Enforcement Officer.

Community Development Department

2530 E 7th Street - BEFORE

Planning | Building | Engineering | Code Enforcement | Economic Development

Community Development Department

2530 E 7th Street - AFTER

Community Development Department

Angel St - BEFORE

Community Development Department

Angel St - After

Community Development Department

1770 Donner Trail - Before

Community Development Department

1770 Donner Trail– After

Community Development Department

Code Enforcement Performance & Caseload Overview

- **Timeliness of Case Resolution**
  - **Average time to compliance/closure:** 53.4 days
  - **Maximum case duration:** 286 days
  - While the overall average remains reasonable for code enforcement operations, a small subset of long-duration cases indicates the presence of complex ownership issues, financial hardship, or chronic noncompliance.
- **Programmatic Achievements**
  - **24 abandoned vehicles** removed through partnerships with third-party contractors.
  - **Approximately 630 cubic yards (126 tons)** of junk, trash, and debris removed through the Sustainable Waste Action Program in coordination with Waste Management.
- **Active Caseload Snapshot (Start of New Year)**
  - **Active cases:** 75
  - **Pending review:** 2
  - **Primary issue:** Junk/trash/debris accumulation (48% of active cases)
  - **Geographic concentration:**
    - Silver Springs: ~35%
    - Stagecoach: ~17%
    - Mason Valley: ~16%

Community Development Department

Key Trends and Strategic Considerations

Key Trends and Insights

1. Geographic Concentration

- Enforcement demand is heavily concentrated in Dayton, Mark Twain, and Silver Springs.
- Silver Springs represents both a historical and forward-looking enforcement priority due to its share of active cases.

2. Systemic Compliance Challenges

- Junk/debris accumulation remains the dominant issue across both closed and active cases.
- RV residency complaints appear countywide, suggesting broader housing and land-use pressures rather than isolated nuisance behavior.

3. Enforcement Effectiveness

- Strong voluntary compliance rates indicate effective engagement and notice procedures.
- Low reliance on direct action reflects efficient resolution strategies.

4. Case Duration Risks

- Long-term cases may benefit from structured escalation protocols to prevent prolonged enforcement cycles.

Strategic Considerations

- Based on 2025 data, the following strategic areas may warrant discussion or policy direction:
    1. Targeted deployment of enforcement resources throughout the County.
    2. Expansion or reinforcement of waste-abatement programs given their demonstrated impact.
    3. Coordinated policy approaches to unlawful RV residency
    4. Public education initiatives to reduce unfounded complaints and accelerate compliance.
    5. Performance benchmarks for extended-duration cases to improve efficiency and consistency.

Questions??

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
11.a

Subject:
For Report Only: Election of officers to the Dayton Regional Citizens Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- DRCAB Transmittal Jan 07 2026

Dayton Regional Citizen Advisory Board
Letter of Transmittal

Meeting Date: **Jan 7, 2026**
Advisory Board: **Dayton Regional Citizens Regional Advisory Board**

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

Board of Commissioners __X__, (and/or) Planning Commission ____.

Agenda Item:
6. For Possible Action: Election of the Dayton Regional Advisory Board Chair for 2026.

7. For Possible Action: Election of the Dayton Regional Advisory Board Vice Chair for 2026.

8. For Possible Action: Election of the Dayton Regional Advisory Board Secretary for 2026.

Recommended Motion and/or Report:
Jim Davis was re-elected to continue as Chair for 2026 5-0 Vote

Krystal Rodrigues was re-elected to continue as Vice Chair for 2026 5-0 Vote

Ron Wynman was re-elected to continue as Secretary for 2026 5-0 Vote

Advisory Board or Public Concerns:
None

Submitted By: **Jim Davis**
DRCAB Chair

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447
Email to: countyclerks@lyon-county.org

*Save documents as listed in the files

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
11.b

Subject:
For Report Only: Election of officers to the Stagecoach Citizens Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- ScCAB Mtg Transmittal Letter

Citizen Advisory Board

Letter of Transmittal

Meeting Date: 01/07/26

Advisory Board: Stagecoach Citizen Advisory Board

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

Board of Commissioners [✔], (and/or) Planning Commission [ ]

Agenda Item:

Stagecoach Citizens Advisory Board 1/27/26 Agenda Items #6 (appoint board Chair for 2026 and first meeting of 2027); #7 (appoint board Vice Chair for 2026 and first meeting of 2027); #8 (appoint Secretary for 2026 and first meeting of 2027).

Recommended Motion and/or Report:

Agenda Items 6, 7 and 8: The Stagecoach Citizens Advisory Board voted unanimously for the following:
Chair: Charles (Charlie) Shirley
Vice-Chair: Amanda (Mandy) Brinnand
Secretary: David (Dave) Palmer

In addition, all ScCab Agendas, Minutes, Audio Recordings and Sign-in Sheets for 2025 (January through December) are uploaded to the ScCab Lyon County google drive and all 2025 Agendas and Minutes were emailed to County Clerks and uploaded to the Lyon County "Agendas" webpage.

Advisory Board or Public Concerns:

Submitted By: Amanda Brinnand

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
11.c

Subject:
For Report Only: Election of officers to the Animal Services Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Animal Control Advisory Board

Gmail

Martha Tapia <mtapia@lyon-county.org>

November Minutes - Animal Control Advisory Board

Vanessa Stuart <vsafricat@gmail.com> Tue, Jan 20, 2026 at 9:38 AM
To: Martha Tapia <mtapia@lyon-county.org>

Hi Martha,
Attached are the approved minutes for November 2025.

Per our election of officers at the meeting on January 15, 2026 Lee Jackson remains Chairman, Ryan Hanan remains Vice-Chair, but the secretary is now Ashlee Toney.

Have a great day!

Vanessa
[Quoted text hidden]
--

Vanessa Stuart

ARGONN
Animal Rescue Group of Northern Nevada

Direct link: www.argonn.org
argonn.org@gmail.com

"A home for every pet"

Meeting Minutes 11 November 10, 2025.docx
17K

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.a

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Claims Report 1-1-26 to 1-15-26
- Cash Report 1-15-26

CLAIMS REPORT
JANUARY 1 THROUGH JANUARY 15, 2026

LYON COUNTY	BILLS	PAYROLL
Governmental Funds		
General	449,538.18	1,631,827.37
Employee Benefits		
Park Construction Tax	194,625.00	
Co-Op Extension	362.61	
Unemployment		
Room Tax	619.18	
Aid to Domestic Violence		
Vehicle Acquisition		
Fair and Rodeo	1,860.41	
Capital Improvements	323,961.42	
Justice Court Special Assessment	22,985.80	452.77
District Court Restricted Fees	33,250.00	
Juvenile Probation Special Assessment		875.57
County Library Gift		
911 Surcharge	11,721.14	
Mining Claim Map		
Road	5,123.20	76,129.92
R T C		
Road Improvement	800.00	
Opioid Settlement		3,766.57
General Indigent	2,673.81	111,979.32
Medical Indigent	104,265.63	7,989.06
Senior Services	12,311.23	81,718.99
Senior Services Donations	106.95	
Animal Control Donations		
Enterprise Funds		
Dayton Water Utility	31,577.43	89,057.96
Dayton Sewer Utility	61,013.84	74,942.28
Component Unit Funds		
Mason Valley Mosquito Control District	43.94	5,476.76
Central Lyon Vector Control District		
Walker River Weed Control District		
Silver Springs General Improvement District	14,535.04	
Willowcreek General Improvement District	300.00	
Subtotal	**1,271,674.81**	**2,084,216.57**

TRUST AND AGENCY	BILLS	PAYROLL
DNA Testing	2,825.92	
Western Regional Youth Facility	14,294.67	83,597.33
Mason Valley Swimming Pool District	33,224.39	
Silver Springs/Stagecoach Hospital	3,162.79	4,164.44
Fernley Swimming Pool	29,794.45	32,528.09
City of Fernley	288,085.35	
Mason Valley Fire Protection District	13,092.86	61,539.62
North Lyon County Fire Protection District		
Smith Valley Fire Protection District	15,567.06	
Stagecoach General Improvement District	22,895.55	
South Lyon Hospital District	167,410.91	
State of Nevada	1,224,648.08	
City of Yerington	24,818.56	
Fish and Game		
Walker River Irrigation District	180,328.12	
Range Improvement		
Lyon County Bond	15,000.00	
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	9,211.79	
Central Lyon County Fire Protection District	489,198.02	
Carson Water Sub-Conservancy District	69,806.44	
Dayton Valley Ground Water	4,638.41	
Smith Valley Artesia	13,381.67	
Mason Valley Artesia	34,514.35	
Churchill Valley Ground Water	1,749.88	
Truckee Carson Irrigation District	24,696.63	
Fernley Ground Water	1,834.99	
Brady Hot Springs Ground Water		
Lyon County School District	1,449,856.14	
Subtotal	**4,134,037.03**	**181,829.48**

SUMMARY		
Lyon County	1,271,674.81	2,084,216.57
Trust & Agency	4,134,037.03	181,829.48
TOTAL	**5,405,711.84**	**2,266,046.05**

CASH REPORT

January 15, 2026

LYON COUNTY	BALANCE
Governmental Funds	
General	12,469,078.91
Park Construction Tax	1,165,698.59
Cooperative Extension	697,872.26
Unemployment	392,289.73
Room Tax	46,019.40
County Stabilization	3,450,000.00
Aid to Domestic Violence	-
Vehicle Acquisition	323,711.69
Fair and Rodeo	311,695.84
Justice Court Special Assessment	1,079,648.05
District Court Restricted Fees	887,115.89
Juvenile Probation Special Assessment	170,722.94
Library Gift	10,033.86
Mining Claim Map	30,534.07
911 Surcharge	630,690.05
Animal Control Donations	193,800.61
Road	1,082,021.76
R T C	17,438,423.96
Road Improvement	817,296.80
Opioid Settlement	1,217,994.57
General Indigent	1,175,087.07
Medical Indigent	5,552,228.45
Senior Services	1,100,462.44
Senior Services Donations	224,735.83
Capital Improvements	26,295,619.86
Subtotal Governmental Funds	**76,762,782.63**
Enterprise Funds	
Dayton Water Utility	19,015,949.94
Dayton Sewer Utility	21,536,570.91
Subtotal Enterprise Funds	**40,552,520.85**
Component Unit Funds	
Mason Valley Mosquito Control District	1,116,134.99
Central Lyon County Vector Control District	826,172.38
Walker River Weed Control District	375,341.27
Silver Springs General Improvement District	5,396,488.04
Willowcreek General Improvement District	1,093,495.68
Subtotal Component Unit Funds	**8,807,632.36**
Total Lyon County	**126,122,935.84**

CUSTODIAL FUNDS	BALANCE
DNA Testing	1,260.00
Western Nevada Regional Youth Center	2,029,521.35
Mason Valley Swimming Pool District	3,958,094.27
Silver Springs/Stagecoach Hospital	2,320,999.63
Fernley Swimming Pool District	3,295,265.80
City of Fernley	879,991.19
Mason Valley Fire Protection District	.
General Fund	808,835.01
Ambulance Fund	2,104,556.79
Acquisition Fund	698,144.30
Emergency Fund	18,155.74
North Lyon County Fire Protection District	1,007,479.80
Smith Valley Fire Protection District	
General Fund	520,718.41
Emergency Fund	425,627.53
Acquisition Fund	1,694,444.66
Stagecoach General Improvement District	11,959.55
South Lyon Hospital District	1,648,195.60
State of Nevada	657,198.14
City of Yerington	62,191.93
Fish and Game	7,062.27
Walker River Irrigation District	261,934.24
Range Improvement	446.45
Lyon County Bond	562,262.96
Coroner Estate Proceeds	5,177.08
County Trust Property & Inmate Trust	1,019,061.22
Social Security Payees/Public Guardianships	591,356.11
Central Lyon County Fire Protection District	
General Fund	1,255,281.12
Ambulance Fund	101,711.13
Carson Water Sub-Conservancy District	43,417.76
Dayton Valley Ground Water	3,266.80
Smith Valley Artesia	7,660.14
Mason Valley Artesia	20,875.62
Churchill Valley Ground Water	886.90
Truckee Carson Irrigation District	67,775.51
Brady Hot Springs Ground Water	-
Fernley Ground Water	1,412.42
Lyon County School District	
General Fund	2,604,508.29
Debt Service Fund	1,971,756.91
Total Custodial Funds	**30,668,492.63**

SUMMARY	
Lyon County	126,122,935.84
Custodial Funds	30,668,492.63
Unallocated Cash	
Unapportioned Purchase Cards	(12,714.09)
Unapportioned Interest	4,183.95
TOTAL	**156,782,898.33**

BANK ACCOUNTS AND PETTY CASH	
Wells Fargo Bank Checking	14,466,005.38
US Bank Investment	84,336,280.91
Local Government Investment Pool	57,960,017.33
Inmate Trust	11,994.71
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,300.00
TOTAL	**156,782,898.33**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.b

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Travel Report 1-1-26 to 1-15-26

LYON COUNTY TRAVEL REPORT

January 1-15, 2026

Department / Name	Description	Amount
Sheriff		
Ariana Mendoza	Cloud Data Investigations Austin, TX 12/01-12/04/2025 - Toll Fee, Rental Car, Lodging	633.18
Cori Norman	Search & Seizure Folsom, CA 12/14-12/17/2025 - Lodging	445.41
Mathew Galvin	Next Level Leadership Reno, NV 02/26-02/28/2026 - Registration	525.00
Nicholas Walker	K9 Handler Banning, CA 01/25-03/09/2026 - Per Diem, Lodging	9,203.30
District Court		
Sara Glover	Fernley Juvenile Court 12/11/2025 - Mileage	65.80
Dayton Justice Court		
Camille Vecchiarelli	NJLJ Conference Las Vegas, NV 01/27-01/30/2026 - Lodging	113.00
Human Services		
Debby Stevens	Visit Client Pahrump, NV 01/23/2026 - Per Diem	35.00
Planning		
Audrey Allan	Planning Commission Meeting 01/13/2026 - Mileage	69.17
Loretta Sell	Planning Commission Meeting 01/13/2026 - Mileage	47.85
Mark Jones	Planning Commission Meeting 01/13/2026 - Mileage	42.20
Wendy Loomis	Planning Commission Meeting 01/13/2026 - Mileage	42.20
Andrew Merritt	Planning Commission Meeting 01/13/2026 - Mileage	55.39
Kathryn Baker	Planning Commission Meeting 01/13/2026 - Mileage	25.96
Juvenile Probation		
Natasha Smihula	2026 Tyler Technologies Conference Las Vegas, NV 04/06-04/10/2026 - Registration	1,249.00
Abram Minnitte	Transport Minor Reno, NV 12/30/2025 - Per Diem	22.00
Rona Walker	Yerington Juvenile Master Court 01/06/2026 - Mileage	45.53
Abram Minnitte	International Summit Assessment Beaverton, OR 01/12-01/16/2026 - Airfare, Registration	819.60
Utilities		
Stephanie Kapfenstein	NWEA Annual Conference Las Vegas, NV 02/23-02/26/2026 - Registration, Lodging	419.52
Gregory Smith	Nevada Water & Wastewater Conference Reno, NV 03/10-03/12/2026 - Registration	360.76
		14,219.87

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.c

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

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Unsecured Factual Corrections
- Secured Factual Corrections

Meeting: 2/5/2026

LYON COUNTY

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
LY003848	UNITED EQUIPMENT ACCESSORIES	BUSINESS CLOSED	8.8	2025-2026	$2,438.76
MH014513	BARBER, ALAN	CORRECT PURCHASE PRICE APPLY TO 25/26 TAXES	8.3	2024-2025	$750.49
MH014513	BARBER, ALAN	CORRECT PURCHASE PRICE APPLY TO 25/26 TAXES	8.3	2025-2026	$225.51
TOTAL:					**$3,414.76**

Meeting: 2/5/2026

LYON COUNTY

The Assessor's Office deems the following Secured Property accounts to be <u>factual corrections</u>:

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
029-723-07	BARRON, SHAWN & VANESSA	TAX CAP CORRECTION	8.5	2025-2026	$119.20
022-381-03	TAFOYA, NICOLE	TAX CAP CORRECTION	6.0	2025-2026	223.64
029-721-04	SLATER, MATTHEW	APPLY DV EXEMPT	8.5	2025-2026	$679.16
022-031-02	TIBBENS, PETER	APPLY DV EXEMPT	6.0	2025-2026	$563.06
029-721-01	ADKINS, KEVIN	APPLY DV EXEMPT	8.5	2025-2026	$915.31
004-284-04	LORENTZ, DANIEL ET AL	TAX CAP CORRECTION	2.0	2025-2026	$19.13
029-723-07	BARRON, SHAWN	TAX CAP CORRECTION	8.5	2025-2026	$119.20
022-121-18	JULIOT, HEATHER	APPLY DV EXEMPT	6.0	2025-2026	$572.02
019-305-08	WILSON, DAVID	APPLY DV EXEMPT	8.4	2025-2026	$271.97
029-611-23	LOZANO, GABRIEL	TAX CAP CORRECTION	8.8	2025-2026	$386.20
					$3,868.89

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.d

Subject:
For Possible Action: Approve the January 15, 2026 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- January 15, 2026 Minutes

Board of County Commissioners
Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Monday, January 15, 2025, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

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

Staff Present: Deputy Clerk Melissa Colocho

Staff Present via Zoom: County Manager Andrew Haskin

2. Invocation given by Kris Johnson of the Church of Jesus Christ of Latter Day Saints

3. Pledge of Allegiance

4. Public Participation

Chair Keller asked for public comment.

Jim DeChambeau asked again to put speed bumps on Osborne Lane.

5. For Possible Action: Review and Adoption of Agenda

Chair Keller asked for public comment and there was none.

Comm. Hendrix moved to adopt the agenda as posted, Comm. Cassinelli seconded, and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 AM: For Possible Action: Recommend a course of action to the State Engineer in regards to application 94668T filed by the City of Yerington on August 21, 2025 to temporarily change the place and manner of use of a portion of Permit 65299. The existing place of use is within Lyon County, and the proposed place of use is within both Lyon and Mineral Counties in the Walker River Hydrographic Basin. (County Manager, Andrew Haskin)

Human Services Director Dr. Shayla Holmes (standing in for County Manager Andrew Haskin) advised the State Engineer has already approved this, and no action is necessary.

Chair Keller asked for public comment.

Jim DeChambeau opposed this permit.

Interim City Manager Jerry Bryant and Commissioners discussed, and Mr. Bryant stated the application to submit to the State Engineer was approved by the City Board at a public meeting in August 2025 and that the application

has already been approved by the State Engineer. He clarified the City of Yerington is not losing any water rights in this temporary use agreement for approximately two and a half years, the City of Yerington faces a million dollar deficit in enterprise funds for sewer and water, and the reservation and pumpage fees will help alleviate the need to raise rates for users. Mr. Bryant also stated for the record that part of the approval from the State Engineer on this requires that an annual beneficial use be filled out by the City of Yerington.

Chair Keller clarified that an approval of this item indicates support of the City of Yerington in this endeavor.

Comm. Hendrix moved to approve in regards to application 94668T filed by the City of Yerington on August 21, 2025 to temporarily change the place and manner of use of a portion of Permit 65299. The existing place of use is within Lyon County, and the proposed place of use is within both Lyon and Mineral Counties in the Walker River Hydrographic Basin., Comm. Jacobson seconded, and the motion passed 5-0.

6.b. Time Certain at 9:05 AM: For Presentation Only: A presentation from the Fernley Boys & Girls Club of Truckee Meadows (Area Director Oscar Aguilar).

Area Director for Boys & Girls Club of Truckee Meadows (serving Fernley and Lovelock) Oscar Aguilar gave a presentation including how the Boys & Girls Club of Truckee Meadows supports rural Nevada, and information about before/after school programming, the number of youth served, household income, community fundraising, and the Fernley Early Learning Center. Mr. Aguilar thanked the Board for their continued support, and confirmed for Comm. Jacobson that CHA (Community Health Alliance) is a partner they have shared facilities with and that Fernley is being considered for a mobile outreach location. Mr. Aguilar also clarified no money for the Fernley Early Learning Center would be coming from tax payer funds as the money would come from enterprise fundraising, and also confirmed that families from Storey County and many that work on USA Parkway also utilize the Fernley location.

Commissioners Hendrix, Cassinelli, and Hockaday thanked Mr. Aguilar for coming and for the work that Boys & Girls Club of Truckee Meadows does.

7. Commissioners/County Manager Reports

Comm. Jacobson stated he did a walkthrough on the Fernley Courthouse, and gave condolences to the family of Robert Garcia, the Mason Valley Boys & Girls Club, Robert's friends, and Yerington High School.

Comm. Hendrix gave condolences to the community, Mason Valley, and the Boys & Girls Club. She stated she attended the Silver Springs Advisory Board Meeting, Stagecoach Advisory Board Meeting, and the Planning Commission Meeting in person.

Comm. Cassinelli met with the Board of Directors of the Dayton Area Chamber of Commerce and met with a representative of the Do More for Dayton group regarding a proposal for potential use of the Bluestone building when the County vacates it. He also attended the Mound House Advisory Board, the Dayton Advisory Board, and the Planning Commission Meeting via Zoom. Comm. Cassinelli advised the CAMPO Board meeting included the approval and adoption of the Regional Transportation Plan for 2026-2050, which can be viewed on the CAMPO site. He also gave condolences to Robert Garcia's family. Comm. Cassinelli also stated the Boys & Girls Club is postponing the Youth of the Year Celebration to a later date to be determined and the Dayton Early Learning Center is proceeding with framing soon. After recognizing longtime county employee Scott Fleckenstein's retirement, he also thanked Doug (Homestead, Facilities Director) and crew for their work on Kay Winters Park in Dayton.

Comm. Hockaday gave condolences to Robert Garcia's family and stated he would be attending the upcoming Celebration of Life at the Boys & Girls Club. He attended the Walker River Irrigation District Meeting, followed by a meeting with the manager to discuss setbacks for irrigation ditches, the Libra water request (which has now been passed by the State Engineer), and met out on Hoye Canyon Road regarding significant flooding issues turning the road into a quagmire, which has since been discussed with the Roads Department. Comm. Hockaday stated the Smith Valley Citizens Advisory Board had a very well attended meeting and they had the election to fully staff the Board. He attended the Smith Valley Historical Society and the Smith Valley Cemetery Association (is now the Chairman of the Smith Valley Cemetery Association), and attended the Planning Commission Meeting via Zoom. Comm. Hockaday also met with the Smith Valley Group to review land issues with mining in North end of Smith Valley and areas where there will be a five hundred foot high by about five miles long stack of waste rock.

Chair Keller attended the Silver Springs Advisory Board, Planning Commission Meeting, and a NACO workshop on AB211, which was passed during the 2025 Legislative Session and requires landlords to ensure apartments and rentals are safe and livable by following health, safety, and building laws.

County Manager Andrew Haskin had no report at this time.

8. Elected Officials' Reports

Sheriff Brad Pope reported he sent a letter to the Yerington Paiute Tribe on December 1, 2025 about cancelling the MOU (Memorandum of Understanding), because the Tribe has an Officer employed that is not eligible to be a peace officer in the State of Nevada. The Tribe received thirty days to rectify the issue, per the MOU, and it was not rectified.

Sheriff Pope read an excerpt from an email sent by POST Executive Director of Commission, Mike Sherlock, to the Tribe recently: "We have Interlocal agreements with the Tribes to certify your Officers as meeting post standards. Should you decide to hire a person who is revoked out of state, it would put in jeopardy the post certificates of all those employed with that agency where that agency does not meet post standards. If it is determined that the entity is in violation, we would be forced to move all of those employed as a peace officer to inactive status."

Sheriff Pope clarified he feels it important to hold other agencies that we have agreements to the same standards as Peace Officers in the State of Nevada in order to avoid liability to both the Sheriff's Office and to Lyon County. He stated Director Mike Sherlock did allow until January 15, 2026 for a response and the termination of the Officer or the post certificates of all of the sworn employees of the Yerington Paiute Tribe will be jeopardized. Sheriff Pope also referenced allegations of stepping on the Tribe's sovereignty, and clarified the Yerington Paiute Tribe is free to run their Police Agency as they wish, but whether the Sheriff's Office partners with them or not is ultimately up to the Sheriff and the Board.

9. Appointed Officials Reports

9.a. For Report Only: A report from the Lyon County Community Development Department providing an update on current projects, as well as statistical data related to building permits and planning applications for the month of December.

Facilities Director Doug Homestead gave an update on recent and current projects and reported he met with the Dayton Park Board on the Master Plan, leaving it with them to come back with ideas, to take it public, and see what they wish to do. He also wished Scott Fleckenstein the best in retirement.

Mr. Homestead and Comm. Jacobson discussed the liability of allowing residents to cut and/or take wood from trees that need cutting.

Mr. Homestead and Comm. Cassinelli discussed whether a splash pad could be included in the Master Plan for Mark Twain Park.

Chair Keller stated he would like to make sure the lighting gets in the plan and asked if it's possible to raise a privacy fence where the road will be cutoff to which Mr. Homestead provided clarification that there would be an eighty foot easement and the park would actually be moved back one hundred feet or more.

10. Advisory Board Reports

There were none at this time.

11. CONSENT AGENDA

Chair Keller asked for public comment and there was none.

Comm. Hockaday moved to approve the Consent Agenda as presented, Comm. Cassinelli seconded, and the motion passed 5-0.

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

County claims totaled $1,802,349.04 and payroll totaled $2,037,531.64. The cash balance was $126,721,941.54.

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

Travel claims total was $4,667.77.

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

The secured factual corrections totaled $3,002.04. The unsecured factual corrections totaled $79.92.

11.d. For Possible Action: Approve the January 5, 2026 minutes.

11.e. For Possible Action: Approve Detention Facility Inspection Report submitted by Commissioner Hockaday.

11.f. For Possible Action: Approval to release the Maintenance Bond currently held for the Traditions Village 1 Phases 2 and accept the offer of dedication and resolution for the roadways as shown on said map.

11.g. For Possible action: Approval to release the Maintenance Bond currently held for Traditions Village 1, Phases 3 and accept the offer of dedication and resolution for the roadways as shown on said map.

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

REGULAR AGENDA

12. Sheriff

12.a. For Presentation Only: The Lyon County Sheriff's Office 2025 Annual Report. (Sheriff, Brad Pope)

Sheriff Brad Pope gave a presentation to provide department updates for the last year (including statistics and information relating to: Staffing Levels, Training Hours, Promotions, Night in the Country, Field Training Officer Program, Community Events, Communications Division, Response Times, Traffic Stops, Office of Traffic Safety, the Traffic Enforcement Grant and Team, the Detention Facility, the Investigations Division, the K9 Unit, the SWAT Team, School Resource Officers, the Sex Offender Task Force, the Mobile Outreach Safety Team, Grant Funding, the Records Division, the Unmanned Aerial Vehicle Unit, the Search and Rescue Team, the Volunteers in Policing, and Crime Statistics, and responded to questions and comments from the Commissioners.

The Board adjourned at 10:38 AM for a five-minute recess, and reconvened at 10:43 AM.

Chair Keller asked for public comment and there was none.

13. Public Hearing on Planning Items

13.a. For Possible Action: To approve the request from Lyon County Community Development for the abandonment of a portion of a public access easement, previously designated as Town Center Drive per Land Map No. 410284, consisting of approximately 2,752 square feet, located on the property commonly known as 103 Three Crossing Avenue (APN 016-406-19), PLZ-2025-112. (Community Development Director Gavin Henderson)

Community Development Director Gavin Henderson gave a presentation including the Site Location, Recorded Parcel Map 410284, Applicant's Exhibit A-1, and Draft Final Commercial Subdivision Map.

Mr. Henderson confirmed there are no currently existing utilities in response to Comm. Cassinelli's request for clarification on Exhibit A-1.

Chair Keller asked for public comment and there was none.

Comm. Jacobson moved to approve the request from Lyon County Community Development for the abandonment of a portion of a public access easement, previously designated as Town Center Drive per Land Map No. 410284, consisting of approximately 2,752 square feet, located on the property commonly known as 103 Three Crossing Avenue (APN 016-406-19), PLZ-2025-112, Comm. Cassinelli seconded, and the motion passed 5-0.

14. Clerk Treasurer

14.a. For Possible Action: Approve the Third Amendment to the Voting System Agreement by and between Dominion Voting Systems, Inc., now known as Liberty Vote, and Lyon County. (Clerk/Treasurer, Staci Lindberg)

Clerk/Treasurer Staci Lindberg stated this item is to update and renew the current contract with the new equipment. She clarified the original contract was expiring at the end of December 2025 and she had concerns with the contract renewal being until 2033, but that the contract can be terminated within 30 days upon notice.

Chair Keller asked for public comment and there was none.

Comm. Hockaday moved to approve the Third Amendment to the Voting System Agreement by and between Dominion Voting Systems, Inc., now known as Liberty Vote, and Lyon County, Comm. Cassinelli seconded, and the motion passed 5-0.

15. Facilities

15.a. For Possible Action: Award the bid and approve the contract to Class Act Maintenance for the landscaping maintenance for the Yerington Area for calendar year 2026 and 2027 in the amount of $32,724 per year. (Facilities Director, Doug Homestead)

Facilities Director Doug Homestead stated the bids went out for two years instead of one year to make things easier, and still had no response other than this one and one from Reno that was no longer interested. He did clarify the previous bidder did state the bid was higher because of increases in chemical prices, and responded to questions and comments from the Commissioners.

Chair Keller asked for public comment and there was none.

Comm. Hendrix moved to award the bid and approve the contract to Class Act Maintenance for the landscaping maintenance for the Yerington Area for calendar year 2026 and 2027 in the amount of $32,724 per year, Comm. Hockaday seconded, and the motion passed 5-0.

15.b. For Possible Action: Award the bid and approve the contract to Class Act Maintenance for the landscaping maintenance for Smith Valley for calendar years 2026 and 2027 for $25,461 per year. (Facilities Director, Doug Homestead)

Facilities Director Doug Homestead confirmed this contract is for the same bidder as the Yerington item, and was the only one.

Chair Keller asked for public comment and there was none.

Comm. Hockaday moved to award the bid and approve the contract to Class Act Maintenance for the landscaping maintenance for Smith Valley for calendar years 2026 and 2027 for $25,461 per year, Comm. Cassinelli seconded, and the motion passed 5-0.

16. Roads

16.a For Discussion Only: Staff's update on various traffic safety concerns, street signs and possible recommendations to the Nevada Department of Transportation for issues in different areas of Lyon County.

Roads Director Dustin Homan gave an update on various concerns and plans such as speed limit and other signage, and turn lanes in various places. He advised he will be having conversations with local NDOT supervisors, and mentioned many things should be brought up at the annual NDOT meeting because many things are out of the Roads Department and local NDOT control. Mr. Homan also responded to questions and comments from the Commissioners.

Chair Keller asked for public comment and there was none.

Commissioners and staff discussed various traffic safety concerns, street signs, and possible recommendations to the Nevada Department of Transportation for issues in different areas of Lyon County.

17. Advisory Board

17.a. For Possible Action: Appoint up to 1 member to the Silver City Advisory Board with a term expiring December 31, 2026. (Citizen Advisory Board Liaison, Martha Tapia)

Citizen Advisory Board Liaison Martha Tapia stated the Silver City Advisory Board is a three-member board, and has been functioning with two members.

Comm. Cassinelli commented that he has seen a meeting cancelled because one of the two cannot make it, and is glad to see there will be a third member.

Chair Keller asked for public comment and there was none.

Comm. Cassinelli moved to appoint Michael Young to the Silver City Advisory Board with a term expiring December 31, 2026, Comm. Hockaday seconded, and the motion passed 5-0.

17.b. For Possible Action: Acknowledge the resignation of Kristina Matheson from the Smith Valley Park & Recreation Board. (Citizen Advisory Board Liaison, Martha Tapia)

Citizen Advisory Board Liaison Martha Tapia stated that Kristina Matheson was recently appointed, but Ms. Matheson advised Martha that she could not fulfill the obligation.

Chair Keller asked for public comment and there was none.

Comm. Hockaday moved to acknowledge the resignation of Kristina Matheson from the Smith Valley Park & Recreation Board, Comm. Cassinelli seconded, and the motion passed 5-0.

18. County Manager

18.a. For Possible Action: Approve a no-cost change order with CORE Construction to provide a time extension to the Owner-CMAR Construction Agreement for the Lyon County - Dayton Government Complex Project due to delays in obtaining the required building permit which would add 28 calendar days to the project's final completion date. (County Manager, Andrew Haskin)

Human Services Director Dr. Shayla Holmes, standing in for County Manager Andrew Haskin, stated that due to weather and permitting delays, the Dayton Government Complex Project has been delayed by twenty-eight days. She explained that the County's Architect has been working with Central Lyon Fire to resolve the permitting issues with regard to the location of fire equipment and Community Development has issued a grading permit so CORE can get started. Dr. Holmes clarified this extension only changes the completion date, and does not change the overall cost of the project.

Chair Keller asked for public comment and there was none.

Comm. Hendrix moved to approve a no-cost change order with CORE Construction to provide a time extension to the Owner-CMAR Construction Agreement for the Lyon County - Dayton Government Complex Project due to delays in obtaining the required building permit which would add 28 calendar days to the project's final completion date, Comm. Cassinelli seconded, and the motion passed 5-0.

18.b. For Possible Action: Authorize and select County Commissioners and County Manager to attend the 2026 NACo (National Association of Counties) Legislative Conference in Washington D.C. February 21-24, for an approximate cost of $3,500.00/person.

Chair Keller and Comm. Hendrix stated they would like to attend the NACo Legislative Conference. Comm. Hockaday and Comm. Cassinelli declined.

Comm. Jacobson commented that two people are budgeted to attend because the County Manager's travel is from a different budget, and he will not support three attending. Comm. Jacobson and Chair Keller had a brief discussion about necessary clarification regarding which trips actually bring in money to the County.

Chair Keller asked for public comment and there was none.

Comm. Jacobson moved to authorize and select County Commissioners Hendrix and Keller and County Manager to attend the 2026 NACo (National Association of Counties) Legislative Conference in Washington D.C. February 21-24, for an approximate cost of $3,500.00/person, Comm. Hendrix seconded, and the motion passed 5-0.

19. Agenda Requests

Comm. Hockaday had none.

Comm. Cassinelli had none.

Comm. Hendrix had none.

Comm. Jacobson had none.

Chair Keller reported he has been working with Loudoun County in VA, which has over 300 data centers. He stated if a conference connection can be made with them and he can go out and talk to their professionals, he would like to extend time in Washington D.C. by one day to discuss data centers. He requested an agenda item for this.

Chair Keller directed staff to research the data center ordinances and regulatory frameworks including the establishment of data centers as a separate land use classification within the County Code and to return to the Board of County Commissioners with findings and potential options for future ordinance creation or amendments to existing County Code for the Board's consideration.

20. Commissioner Comments

Comm. Jacobson had none.

Comm. Hendrix had none.

Comm. Cassinelli had none.

Comm. Hockaday mentioned the Celebration of Life on Saturday (January 17, 2026) for Robert Garcia.

Chair Keller had none.

21. Public Participation

Chair Keller asked for public comment.

Adriana Guzmán Fralick, a candidate for Nevada Attorney General, thanked the board, stated she enjoyed listening, and gave a brief description of her work experience.

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

There was none.

23. Adjourn

Meeting adjourned at 11:30 A.M.

LYON COUNTY BOARD OF COMMISSIONERS

_____

SCOTT KELLER, Chairman

ATTEST

_____

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.e

Subject:
For Possible Action: Accept a grant award from the State of Nevada, Aging and Disability Services Division (ADSD) in the amount of $264,568.59, with county match of $23,130, to continue the Title III-C2 Nutrition, Home Delivered Meals Program in Lyon County.

Summary:
This is an annual renewal of funding for the Title III-C2 Nutrition, Home Delivered Meal program. This funding provides for meals to be delivered to seniors age 60 and older, who are unable to independently leave their homes in the Dayton, Fernley, Silver Springs, and Yerington communities.

Financial Department Comments:
The match is budgeted in the Senior Services Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY26 Home Delivered Meals Notice of Subaward

State of Nevada
Department of Human Services
Aging and Disability Services Division
(hereinafter referred to as the Department)

Agency Ref. #: 11-001-04-2H-26
Unit: 3278
Sub Unit: 33 / 13
GL: 8582
Reporting: N/A / 9304525C

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Laurienne Riley, LRiley@adsd.nv.gov	**Subrecipient's Name:** Lyon County Contact Name: Scott Keller, Chair, Board of Commissioners / skeller@lyon-county.org
Address: 1550 E College Parkway Carson City, NV 89706	**Address:** 27 South Main Street Yerington, NV 89447-2571
Subaward Period: 10/01/2025 - 09/30/2026 **Subaward Type:** Fixed-Fee ($3.90 per Eligible Meal)	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600 **UEI:** UT4JJJ9N6L69

Purpose of Award: Fiscal Year 2026 funding to provide Home-Delivered Meal Services to individuals deemed eligible per the ADSD Service Specifications. ***This is an initial funding allocation which will be supplemented as funds are available to meet the approved budget amount.***

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Lyon

Approved Budget Categories: (FULL BUDGET)	
1. Personnel	**$264,568.59**
2. Travel	**$0.00**
3. Operating	**$0.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Other	**$0.00**
TOTAL DIRECT COSTS	**$264,568.59**
7. Indirect Costs	**$0.00**
TOTAL APPROVED BUDGET	**$264,568.59**

AWARD COMPUTATION: (Initial Allocation)

Total Obligated by this Action:	$	154,197.59
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	63,388.59
Total State Funds Awarded to Date:	$	90,809.00
Total Funds Awarded:	$	**154,197.59**

Match Required ☒ Y ☐ N

Amount Required this Action:	$	23,130.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	**23,130.00**

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
10/01/2024 - 09/30/2026
Federal Project Period:
10/01/2024 - 09/30/2026

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
State Nutrition C2, 3278.33 ($90,809.00)	59%	N/A	N/A	N/A	N/A
Administration for Community Living (ACL); Older Americans Act, Title III-C2 - 3278.13 / 9304525C ($63,388.59)	41%	93.045	N/A	2501NVOAHD-04	09/30/2025

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 0%; Not Requested

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements (GIRS), ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal and State regulations.
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Reimbursements must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A:	Grant Conditions and Assurances;
Section B:	Description of Services, Scope of Work and Deliverables;
Section C:	Budget and Financial Reporting Requirements;
Section D:	Request for Reimbursement;
Section E:	Audit Information Request;
Section F:	Current/Former State Employee Disclaimer;
Section G:	DHS Confidentiality Addendum; and
Section H:	Matching Funds Agreement

Authorized Subrecipient Official's Name, Title:	Signature	Date
Scott Keller, Chair, Board of Commissioners -OR- Authorized Signer (Print Name and Title):		
Cheyenne Pasquale, Agency Manager For Rique Robb, ADSD Administrator	C Pasquale	1/13/2026

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, 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 there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. Compliance with the Consolidated Appropriations Act, 2023, PL 117-328.

11. Compliance with the Trafficking Victims Protection Act of 2000, Section 106 (g), as amended (22 U.S.C. 7104(g)).

12. No funding associated with this grant will be used for lobbying.

13. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

14. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

15. Should the collection of information require the use of an information technology system, the subrecipient will be expected to adhere to state and federal information security requirements to help ensure the security of any system used or developed by the subrecipient. In particular, if the data to be collected includes Personally Identifiable Information or Protected PII, the subrecipient must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII. (See 2 CFR 200.1 Definitions; 2 CFR 200.303 Internal Controls).

16. An organization receiving grant funds through the Nevada Department of Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

17. An organization receiving grant funds through the Nevada Department of Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

    This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

18. Protections for Whistleblowers

    - In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.

- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

19. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

Description of Services, Scope of Work and Deliverables

Lyon County hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Lyon County

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
Case management system reporting and/or service-specific report(s)	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance (if approved)	15th calendar day before the month of service	
Quarterly Report	30th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
NV DHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://www.dhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/Grant%20Instructions%20and%20Requirements%20Revised%201.2025%20-%20FINAL%20(R).pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

ADSD Work Plan

Applicant / Subrecipient Name: Lyon County	**Service:** Home Delivered Meals

Goal 1 (Outreach): *To provide Home Delivered Meals (HDM) clients with comprehensive nutritional education that promotes healthy eating habits and enhances their understanding of nutrition.*

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Provide at least two nutritional education opportunities a year to our HDM clients.	Partner with UNR Sanford Center for Aging to garner nutritional education material to distribute	Bi-annually	Wellsky data entry

Projected Output	Expected Outcomes
Number of Events: 8	
Number of People Reached:	HDM clients are aware of meal and nutrition options available
350	

Goal 2 (Service Delivery): *Provide nutrition services to eligible Lyon County residents.*

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Provide meals that meet requirements of the Older Americans Act, and state and local laws	Provide calendar to ADSD GSR for review	10th of each month for the following month	Email approval with feedback Menus for each of the four Centers
1.2 Provide consistency across each center when prepping and serving meals.	Maintain a shared recipe folder that will house all non-ADSD recipes used at each Center. Maintain a Meal Audit tool to ensure recipes are being observed and followed	Ongoing throughout the grant year	Shared recipe folder Completed Meal Audit tools
1.3 Provide updated menu options that reflect current era	Research healthier menu options, including alternate ways to prepare foods and reflect more recent health trends Add at least one new menu a month	Ongoing throughout the grant year	Monthly menu calendars

Projected Output	Expected Outcomes
Number of Unduplicated Clients: 320	Home delivered meals provided to eligible Lyon County residents.
Number of Units: 42,769	
% Underserved Populations: 90	

Goal 3 (Other): To expand the reach and impact of the Senior Centers congregate program by actively engaging with clients, promoting their overall well-being and fostering a sense of belonging.

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Complete an Active Living Healthy Aging Fair	Partner with local community organizations to promote healthy living Promote Active Living Fair Complete one Fair per community Provide Home Study packet for HDM clients	Planning to start Jan 2026 Fairs to be held May-July 2027	Outreach tracking log Flyers for each event

Projected Output	Expected Outcomes
Number of Events: 4	Completion of Active Living Fair
Number of People Reached: 300	Distribution of information to HDM clients

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Human Services through Grant Number 11-001-04-2H-26 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-04-2H-26 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name:	Lyon, County of	**Type of Service:**	Home Delivered Meals
		Type of Subaward (Fixed-Fee or Categorical), if known:	Fixed Fee

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs					Fringe Only: $91,172.99	**Total:**	**$264,568.59**
List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.							
A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) B. *Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc. -AND- Describe position duties as they relate to the funding and program objectives. Expand rows as needed.*		**Annual Salary**	**Fringe Rate**	**% of Time**	**Months**	**Amount Requested**
A.	DA Senior Center Supervisor, Jessica Button, Position Control Number 61101	$58,897.00	65.00%	20.100%	12.00	$19,533.19
B.	*80 hrs./pay period x 26 wks. X $28.96/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Primary individual responsible for conducting Home Delivered Meal assessments to ensure individuals are eligible, receive necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for home delivered meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists and drivers during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A.	FE Senior Center Supervisor, Jennifer Apgar, Position Control Number 61100	$63,246.00	63.26%	20.100%	12.00	$20,754.34
B.	*80 hrs./pay period x 26 wks. X $31.04/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Primary individual responsible for conducting Home Delivered Meal assessments to ensure individuals are eligible, receive necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for home delivered meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists and drivers during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A.	SS Senior Center Supevisor, Penny Valiska, Position Control Number 61102	$69,118.00	61.13%	20.100%	12.00	$22,385.34
B.	*80 hrs./pay period x 26 wks. X $33.78/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Primary individual responsible for conducting Home Delivered Meal assessments to ensure individuals are eligible, receive necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for home delivered meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists and drivers during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A.	YE Senior Center Supervisor, Araceli Galindo, Position Control Number 61103	$72,109.00	42.68%	20.100%	12.00	$20,679.91

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B.	*80 hrs./pay period x 26 wks. X $34.67/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary individual responsible for conducting Home Delivered Meal assessments to ensure individuals are eligible, receive necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for home delivered meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists and drivers during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A.	DA Food Specialist,Caleb Neumann, Position Control Number 61303	$40,131.00	59.00%	24.000%	12.00	$15,313.99
B.	*70 hrs./pay period x 26 wks. X $22.23/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the food packaging process for home delivered meals and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	FE Food Specialist, Carrie Qualls, Position Control Number 61305	$42,775.00	56.00%	24.000%	12.00	$16,014.96
B.	*70 hrs./pay period x 26 wks. X $23.94/hr. + Benefits* *Retirement/Health Ins/Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the food packaging process for home delivered meals and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	SS Food Specialist, Mandy Murray, Position Control Number 61306	$43,753.00	56.00%	24.000%	12.00	$16,381.12
B.	*70 hrs./pay period x 26 wks. X $24.54/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the food packaging process for home delivered meals and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	YE Food Specialist, Christine McCorkle, Position Control Number 61304	$41,818.00	57.00%	24.000%	12.00	$15,757.02
B.	*70 hrs./pay period x 26 wks. X $23.36/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the food packaging process for home delivered meals and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	DA Food Specialist, Alisha Walker, Position Control Number 61302	$28,783.00	28.00%	21.961%	12.00	$8,090.92
B.	*50 hrs./pay period x 26 wks. X $22.23/hr. + Benefits* *Retirement/Medicare/Worker's Comp* *Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with packing process of home delivered meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.*					
A.	FE Food Specialist, Wendy Burch, Position Control Number 61301	$31,059.00	28.00%	21.961%	12.00	$8,730.71
B.	*50 hrs./pay period x 26 wks. X $23.94/hr. + Benefits* *Retirement/Medicare/Worker's Comp* *Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with packing process of home delivered meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.*					
A.	SS Food Specialist, Becky LaCoe, Position Control Number 61300	$30,055.00	28.00%	21.960%	12.00	$8,448.13
B.	50 hrs./pay period x 26 wks. X $23.36/hr. + Benefits Retirement/Medicare/Worker's Comp Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with packing process of home delivered meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.					
A.	YE Food Specialist, Haley Boyles, Position Control Number 61307	$29,382.00	28.00%	21.960%	12.00	$8,258.95
B.	50 hrs./pay period x 26 wks. X $22.77/hr. + Benefits Retirement/Medicare/Worker's Comp Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with packing process of home delivered meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.					
A.	DA Transportation Specialist, David Moretto, Position Control Number 61403	$31,723.00	85.00%	28.000%	12.00	$16,432.51
B.	60 hrs./pay period x 26 wks. X $20.50/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Ensures the delivery of home bound meals and provides daily well-check to home delivered meal participants. Participates in the loading process of the home delivered meals, and completes all required documentation for meal counts, time and temperature, and vehicle inspections to ensure compliance with ADSD Service Specifications and county requirements.					

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A.	FE Transportation Specialist, Christian McPheeters, Position Control Number 61402	$43,663.00	56.00%	28.000%	12.00	$19,072.00
B.	70 hrs./pay period x 26 wks. X $24.53/hr. + Benefits Retirement/Medicare/Worker's Comp Ensures the delivery of home bound meals and provides daily well-check to home delivered meal participants. Participates in the loading process of the home delivered meals, and completes all required documentation for meal counts, time and temperature, and vehicle inspections to ensure compliance with ADSD Service Specifications and county requirements.					
A.	SS Transportation Specialist, Erin Moore, Position Control Number 61404	$43,395.00	56.00%	28.000%	12.00	$18,954.94
B.	*70 hrs./pay period x 26 wks. X $23.94/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Ensures the delivery of home bound meals and provides daily well-check to home delivered meal participants. Participates in the loading process of the home delivered meals, and completes all required documentation for meal counts, time and temperature, and vehicle inspections to ensure compliance with ADSD Service Specifications and county requirements.*					
A.	YE Transportation Specialist, Anthony LaCoe, Position Control Number 61407	$35,186.00	28.00%	28.000%	12.00	$12,610.66
B.	*60 hrs./pay period x 26 wks. X $22.79/hr. + Benefits Retirement/Medicare/Worker's Comp Ensures the delivery of home bound meals and provides daily well-check to home delivered meal participants. Participates in the loading process of the home delivered meals, and completes all required documentation for meal counts, time and temperature, and vehicle inspections to ensure compliance with ADSD Service Specifications and county requirements.*					
A.	YE Transportation Specialist, Rhonda Smith, Position Control Number 61406	$38,281.00	60.00%	28.000%	12.00	$17,149.89
B.	*60 hrs./pay period x 26 wks. X $24.54/hr. + Benefits Retirement/Medicare/Worker's Comp Ensures the delivery of home bound meals and provides daily well-check to home delivered meal participants. Participates in the loading process of the home delivered meals, and completes all required documentation for meal counts, time and temperature, and vehicle inspections to ensure compliance with ADSD Service Specifications and county requirements.*					

Travel **Total: $0.00**

Identify staff who will travel, the purpose, frequency, and projected costs. Utilize GSA rates for per diem, lodging and mileage (www.gsa.gov) unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification. Any increases/decreases made to GSA.gov rates within the subaward period will be automatically honored during the reimbursement process.

Out-of-State Travel **Trip total: $0.00**

Enter Title of Trip & Destination here, such as "CDC Conference: San Diego, CA"	Cost	# of Trips	# of days	# of Staff	
Airfare: cost per trip (origin & designation) x # of trips x # of staff					$0.00
Baggage fee: $ amount per person x # of trips x # of staff					$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff					$0.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff					$0.00
Ground Transportation: $ per r/trip x # of trips x # of staff					$0.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff					$0.00
Parking: $ per day x # of trips x # of days x # of staff					$0.00

Justification: *(Enter below, expand row as needed) Who will be traveling, when and why, tie into program objective(s) or indicate required by funder.*

If traveling to more than 1 out-of-state destination, copy section above and insert here.

Operating **Total: $0.00**

Include specific facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, computers and related equipment which cost less than $10,000 per unit, etc. Provide a calculation for each line.

Enter Description(s) Below:	Amount:
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

Justification: *(Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.*

Equipment **Total: $0.00**

List equipment to purchase or lease costing $10,000 or more (per unit), and justify these expenditures. Equipment costing less than $10,000 should be listed under Operating. Justify these items.

Enter Description(s) Below:	Amount:
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

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Contractual	Total:	$0.00
Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a *written agreement or contract*. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.		
Enter Name of Contractor, Subrecipient here:		$0.00
Method of Selection: (explain here, i.e. sole source or competitive bid)		
Period of Performance:		
Scope of Work: (Define scope of work. What will be the specific services/tasks that will be completed and specific deliverables. How do deliverables relate to your goals and objectives, how will deliverables achieve your objective(s).)		

Other	Total:	$0.00
Identify and justify other direct expenditures that cannot be identified within another category, such as dues, other insurance, printing and promotional costs, etc. Requested funding must be for this specific proposed program. Include calculations for all items and a description if needed. If cost allocating an expense across multiple programs and sources, provide an explanation and calculation for the portion included here.		
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
Justification: *(Enter below, expand row as needed) Provide narrative to justify these expenditures and how each budget item supports the project.*		

TOTAL DIRECT PROJECT COSTS	$264,568.59

Administrative Expenses/Indirect Costs	Total:	$0.00
Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes equipment, capital expenditures and items such as pass-through funds, and major subcontract(s) over the first $50,000, as applicable. Reference the Grant Instructions and Requirements for additional information on Indirect Costs.		
Choose ONE type of rate according to funding source and provide calculation or explanations:		**RATE:**
1. Independent Living Grant (ILG)/FHN State Funds and State Funds awarded to the NV System of Higher Education" (non-research): **8%**		
2. Federal/Other State Funding: **15%** de minimis (Modified Total Direct Costs - MTDC)		
3. Federal Negotiated Indirect Cost Rate Agreement (**NICRA**): Identify approved costs per the NICRA & attach the current agreement to application. In cells below, describe how the total indirect amount was calculated based on the NICRA letter guidance and exceptions. Expand row as needed.		
FICR Calculation:		
Other Explanations:		

TOTAL BUDGET REQUEST	$264,568.59

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Applicant Name:	Lyon, County of	Type of Service:	Home Delivered Meals

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

A. FUNDING SOURCES	ADSD Funds	MATCH	County Funds	ADSD C1	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Secured	Secured	Pending				
ENTER TOTAL FUNDING	$264,568.59	$39,685.00	$812,337.42	$165,199.32	$0.00	$0.00	$0.00	$1,281,790.33
EXPENSE CATEGORY								
Personnel	$264,568.59	$39,685.00	$452,337.42	$165,199.32				$921,790.33
Travel	$0.00							$0.00
Operating	$0.00		$360,000.00					$360,000.00
Equipment	$0.00							$0.00
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$0.00							$0.00
TOTAL EXPENSE	**$264,568.59**	**$39,685.00**	**$812,337.42**	**$165,199.32**	**$0.00**	**$0.00**	**$0.00**	**$1,281,790.33**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00	Total Program Budget	$1,281,790.33
Indirect % of Budget	0.00%	ADSD Percent of Program Budget	21%

B. Comments regarding budget summary, if applicable.

Lyon County suports in-kind services, such as vehicle maintenance and insurance, all facility maintenance and insurance expenses, and miscellaneous expenses not funded in the operating budgets. Additionally, Lyon County contributes $900,000 in cash to the Title IIIC Nurtition (C1 and C2) programs.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

Lyon County Payroll, Food, Utility, Service and Supply, Telephone, and Travel Expenses - Secured

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.

Lyon County Human Serices uses the suggested donation of $2.00 per meal to subsidize the C2 program. The estimated C2 program income revenue for FY26 is **$33,000**

- Department of Human Services policy allows no more than 10% flexibility of the total "not to exceed" amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total "not to exceed" amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the program from which this funding was appropriated and shall be returned to the program upon termination of this agreement. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2 CFR 200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $154,197.59.
- Requests for Reimbursement (RFR) will be accompanied by supporting documentation, including a line-item description of expenses incurred and required documents from the RFR back-up documentation workbook.
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient.
  - Providing prior approval of reports or documents to be developed.
  - Forwarding a report to another party, i.e., Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15th calendar day of the following month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION D
Request for Reimbursement (RFR)

Department of Health and Human Services
Aging and Disability Services (ADSD)

Financial Status Report and Request for Reimbursement

Agency Ref #
Unit:
GL:
Draw #:
CFDA #

Program Name:	Subrecipient Name:
ADSD OCL, Grants Management	
Program Address:	**Subrecipient Address:**
1550 East College Parkway, Carson City, NV 89706	
Subaward Period:	**Subrecipient's:**
{Enter Subaward Period}	EIN:
{Enter Service}	Vendor #:
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s):
Calendar Year:

☐ NEW REQUEST ☐ REIMBURSEMENT ☐ ADVANCE & RECONCILIATION
☐ PAID RFR BACK-UP REVISION ☐ ADVANCE ONLY ☐ RECONCILIATION ONLY

	A	B	C	D	E	F
Approved Budget Category	Approved Budget	Total Prior Requests	Current Request	Year to Date Total	Budget Balance	Percent Requested
1 Personnel	$0.00	$0.00		$0.00	$0.00	-
2 Travel	$0.00	$0.00		$0.00	$0.00	-
3 Operating	$0.00	$0.00		$0.00	$0.00	-
4 Equipment	$0.00	$0.00		$0.00	$0.00	-
5 Contract/Consultant	$0.00	$0.00		$0.00	$0.00	-
6 Other	$0.00	$0.00		$0.00	$0.00	-
7 Indirect Expenses	$0.00	$0.00		$0.00	$0.00	-
Total	$0.00	$0.00	$0.00	$0.00	$0.00	-

Additional Financial Reporting - All Award Types

Budget Item	Required Amount	Total Prior Months	Current Amount	Year to Date Total	Budget Balance	Percent Provided
1 Match	$0.00	$0.00		$0.00	$0.00	-
2 Program Income	N/A	$0.00		$0.00	N/A	N/A

Additional Financial Reporting - Fixed-Fee Awards Only

	Number of Units of Service		Funding Earned		Balance to be Earned	Percent Earned
Fixed-Fee Rate(s):	Previous Period	This Period	This Period	Total/All		
1	0.00		-	-	-	-
2	0.00		N/A			

☐ N/A

Advance Payment Reconciliation

Budget Categories or Specific Components (Expand rows as needed)	Month: Received	Expended	Total Funds to Date: Funds Advanced	Expended	Balance	Percent Expended
			$0.00	$0.00	$0.00	-
			$0.00	$0.00	$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward; and that the amount of this request is not in excess of current needs or, cumulatively for the award term, in excess of the total approved subaward. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached are correct.

Authorized Signature | Title | Date

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

Program contact? Yes:___ No:___; Contact:_____
Reason for contact: _____
Notes: _____

APPROVALS:
Scope of Work -
Date: _____ Signed: _____
PAC Fiscal -
Date: _____ Signed: _____

Payment Breakdown

Unit.Sub Unit / Reporting #	Amount
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	$ -

For Reference Only

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend $1,000,000.00 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months **and** is receiving PERS, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as "Department"

and

Lyon County

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information**. Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Human Services (referred to as "Department") and Lyon County (referred to as "Subrecipient").

Program Name	ADSD / Grants Management	**Subrecipient Name**	Lyon County
Federal Grant Number	2501NVOAHD-04	**Subaward Number**	11-001-04-2H-26
Federal Amount	$63,388.59	**Contact Name**	Scott Keller, Chair, Board of Commissioners
State Amount	$90,809.00	**Address**	27 South Main Street Yerington, NV 89447-2571
Non-Federal (Match) Amount	$23,130.00		
Total Award	$154,197.59		
Performance Period	10/01/2025 - 09/30/2026		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	**$154,197.59**
Required Match Percentage	**15%**
Total Required Match	**$23,130.00**

Approved Budget Category		Budgeted Match
1	Personnel	$39,685.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Other	$0.00
6	Indirect Costs	$0.00
	Total	**$39,685.00**

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.f

Subject:
For Possible Action: Accept the Notice of Subgrant Award from the State of Nevada, Aging and Disability Services Division (ADSD) in the amount of $152,129.21, with county match of $22,819, to continue the Title III-C1 Congregate Meals Program in Lyon County.

Summary:
This is an annual renewal of funding for the Title III-C1 Nutrition, Congregate Meal (C1). This funding provides for meals to be served on-site at Dayton, Fernley, Silver Springs, and Yerington Senior Centers.

Financial Department Comments:
The matching funds are budgeted in the Senior Services Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY26 Congregate Meals Notice of Subaward

State of Nevada
Department of Human Services
Aging and Disability Services Division
(hereinafter referred to as the Department)

Agency Ref. #: **11-001-07-1H1-26**
Unit: 3278
Sub Unit: 33 / 13
GL: 8581
Reporting: N/A / 9304525M

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Laurienne Riley, LRiley@adsd.nv.gov	**Subrecipient's Name:** Lyon County Contact Name: Scott Keller, Chair, Board of Commissioners / skeller@lyon-county.org
Address: 1550 E College Parkway Carson City, NV 89706	**Address:** 27 South Main Street Yerington, NV 89447-2571
Subaward Period: 10/01/2025 - 09/30/2026 **Subaward Type:** Fixed-Fee ($3.40 per Eligible Meal)	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600 **UEI:** UT4JJJ9N6L69

Purpose of Award: Fiscal Year 2026 funding to provide Congregate Meal Services to individuals deemed eligible per the ADSD Service Specifications. ***This is an initial funding allocation which will be supplemented as funds are available to meet the approved budget amount.***

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Lyon

Approved Budget Categories: (FULL BUDGET)	
1. Personnel	**$152,129.21**
2. Travel	**$0.00**
3. Operating	**$0.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Other	**$0.00**
TOTAL DIRECT COSTS	**$152,129.21**
7. Indirect Costs	**$0.00**
TOTAL APPROVED BUDGET	**$152,129.21**

AWARD COMPUTATION: (Initial Allocation)

Total Obligated by this Action:	$	110,310.21
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	82,166.45
Total State Funds Awarded to Date:	$	28,143.76
Total Funds Awarded:	$	**110,310.21**

Match Required ☒ Y ☐ N

Amount Required this Action:	$	16,547.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	**16,547.00**

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
10/01/2024 - 09/30/2026
Federal Project Period:
10/01/2024 - 09/30/2026

FOR AGENCY USE, ONLY

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
State Nutrition C1, 3278.33 ($28,143.76)	26%	N/A	N/A	N/A	N/A
Administration for Community Living (ACL); Older Americans Act, Title III-C1 - 3278.13 / 9304525M ($82,166.45)	74%	93.045	N/A	2501NVOACM-04	09/30/2025

Agency Approved Indirect Rate: N/A
Subrecipient Approved Indirect Rate: Not Requested

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements (GIRS), ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal and State regulations.
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Reimbursements must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: DHS Confidentiality Addendum; and
Section H: Matching Funds Agreement

Authorized Subrecipient Official's Name, Title:	Signature	Date
Scott Keller, Chair, Board of Commissioners -OR- Authorized Signer (Print Name and Title):		
Cheyenne Pasquale, Agency Manager For Rique Robb, ADSD Administrator	C. Pasquale	1/13/2026

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, 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 there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. Compliance with the Consolidated Appropriations Act, 2023, PL 117-328.

11. Compliance with the Trafficking Victims Protection Act of 2000, Section 106 (g), as amended (22 U.S.C. 7104(g)).

12. No funding associated with this grant will be used for lobbying.

13. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

14. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

15. Should the collection of information require the use of an information technology system, the subrecipient will be expected to adhere to state and federal information security requirements to help ensure the security of any system used or developed by the subrecipient. In particular, if the data to be collected includes Personally Identifiable Information or Protected PII, the subrecipient must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII. (See 2 CFR 200.1 Definitions; 2 CFR 200.303 Internal Controls).

16. An organization receiving grant funds through the Nevada Department of Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

17. An organization receiving grant funds through the Nevada Department of Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

    This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

18. Protections for Whistleblowers

    - In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.

- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

19. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

Lyon County hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Lyon County

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
Case management system reporting and/or service-specific report(s)	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance (if approved)	15th calendar day before the month of service	
Quarterly Report	30th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
NV DHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://www.dhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/Grant%20Instructions%20and%20Requirements%20Revised%201.2025%20-%20FINAL%20(R).pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

ADSD Work Plan

Applicant / Subrecipient Name: Lyon County	**Service:** Congregate Meals

Goal 1 (Outreach): *To provide congregate clients with comprehensive nutritional education that promotes healthy eating habits and enhances their understanding of nutrition.*

Objective(s)	**Activities/Strategies**	**Timeline**	**Evaluation Tool**
1.1 Provide at least two nutritional education opportunities a year at each of the four Centers	Partner with UNR Sanford Center for Aging to garner nutritional education material to distribute	Bi-annually	Wellsky data entry

Projected Output	**Expected Outcomes**
Number of Events: 8	
Number of People Reached:	Congregate members are aware of meal and nutrition options available
600	

Goal 2 (Service Delivery): *Provide nutrition services in a congregate setting at four Lyon County Senior Centers.*

Objective(s)	**Activities/Strategies**	**Timeline**	**Evaluation Tool**
1.1 Provide meals that meet requirements of the Older Americans Act, and state and local laws	Provide calendar to ADSD GSR for review	10th of each month for the following month	Email approval with feedback Menus for each of the four Centers
1.2 Provide consistency across each center when prepping and serving meals.	Maintain a shared recipe folder that will house all non-ADSD recipes used at each Center. Maintain a Meal Audit tool to ensure recipes are being observed and followed	Ongoing throughout the grant year	Shared recipe folder Completed Meal Audit tools
1.3 Provide updated menu options that reflect current era	Research healthier menu options, including alternate ways to prepare foods and reflect more recent health trends Add at least one new menu a month	Ongoing throughout the grant year	Monthly menu calendars

Projected Output	**Expected Outcomes**
Number of Unduplicated Clients: 1,778	Congregate meals provided at each of the four Centers
Number of Units: 43,395	
% Underserved Populations: 90	

Goal 3 (Other): To expand the reach and impact of the Senior Centers congregate program by actively engaging with clients, promoting their overall well-being and fostering a sense of belonging.

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Complete an Active Living Healthy Aging Fair	Partner with local community organizations to promote healthy living Promote Active Living Fair Complete one Fair per community Provide Home Study packet for HDM clients	Planning to start Jan 2026 Fairs to be held May-July 2027	Outreach tracking log Flyers for each event

Projected Output	Expected Outcomes
Number of Events: 4	Completion of Active Living Fair
Number of People Reached: 300	Distribution of information to HDM clients

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Human Services through Grant Number 11-001-07-1H1-26 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-07-1H1-26 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name:	Lyon County Human Services	**Type of Service:**	C1-Congregate Meals
		Type of Subaward (Fixed-Fee or Categorical), if known:	Fixed Fee

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs						Fringe Only: $52,700.27 **Total: $152,129.21**
List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.						
A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) **B.** *Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc.* ***-AND-*** *Describe position duties as they relate to the funding and program objectives. Expand rows as needed.*		**Annual Salary**	**Fringe Rate**	**% of Time**	**Months**	**Amount Requested**
A. DA Senior Center Supervisor, Jessica Button, Position Control Number 61101		$58,897.00	65.00%	23.240%	12.00	$22,584.64
B.	*80 hrs./pay period x 26 wks. X $28.96/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Primary individual responsible for ensuring client registration information is received and participants receive the necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for congregate meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A. FE Senior Center Supervisor, Jennifer Apgar, Position Control Number 61100		$63,246.00	63.26%	23.240%	12.00	$23,996.46
B.	*80 hrs./pay period x 26 wks. X $31.04hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Primary individual responsible for ensuring client registration information is received and participants receive the necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for congregate meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A. SS Senior Center Supevisor, Penny Valiska, Position Control Number 61102		$69,118.00	61.13%	23.240%	12.00	$25,882.39
B.	*80 hrs./pay period x 26 wks. X $33.78/hr. + Benefits Retirement/Health Ins./Medicare/Worker's Comp Primary individual responsible for ensuring client registration information is received and participants receive the necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for congregate meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A. YE Senior Center Supervisor, Araceli Galindo , Position Control Number 61103		$72,109.00	42.68%	23.240%	12.00	$23,910.47

B.	*80 hrs./pay period x 26 wks. X $34.67/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary individual responsible for conducting Home Delivered Meal assessments to ensure individuals are eligible, receive necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for home delivered meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists and drivers during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A.	DA Food Specialist, Caleb Neumann, Position Control Number 61303	$40,131.00	59.00%	14.000%	12.00	$8,933.16
B.	*70 hrs./pay period x 26 wks. X $22.23/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary individual responsible for ensuring client registration information is received and participants receive the necessary program information, nutrition education, and follow up per ADSD service specifications. Completes data entry into SAMS database. Provides oversight of facility and food safety compliance to ensure safe quality meals are produced for congregate meal consumers. Responsible for meal planning to meet state ADSD nutrition cycle requirements. Acts as back up for both food service specialists during annual leave, sick leave, special events, and staff turn over to complete necessary direct service tasks.*					
A.	FE Food Specialist, Carrie Qualls, Position Control Number 61305	$42,775.00	56.00%	14.000%	12.00	$9,342.06
B.	*70 hrs./pay period x 26 wks. X $23.94/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the congregate meal service line and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	SS Food Specialist, Mandy Murray, Position Control Number 61306	$43,753.00	56.00%	14.000%	12.00	$9,555.66
B.	*70 hrs./pay period x 26 wks. X $24.54/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the congregate meal service line and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	YE Food Specialist, Christine McCorkle, Position Control Number 61304	$41,818.00	57.00%	14.000%	12.00	$9,191.60
B.	*70 hrs./pay period x 26 wks. X $23.36/hr. + Benefits* *Retirement/Health Ins./Medicare/Worker's Comp* *Primary responsibility is the total preparation of the meals produced from planning, prep, and cooking. Individual is required to maintain ServSafe food handlers certification and ensure all individuals working within the kitchen (paid and volunteer) follow the state health guidelines with food handling and sanitation. Leads the congregate meal service line and ensures all necessary time and temperature documentation, inventory, and other compliance documents are completed and filed appropriately. Additional functions of the position include cleaning and sanitation activities to meet state guidelines for food safety.*					
A.	DA Food Specialist, Alisha Walker, Position Control Number 61302	$28,783.00	28.00%	12.270%	12.00	$4,520.54
B.	*50 hrs./pay period x 26 wks. X $22.23/hr. + Benefits* *Retirement/Medicare/Worker's Comp* *Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with service line process for congregate meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.*					
A.	FE Food Specialist, Wendy Burch, Position Control Number 61301	$31,059.00	28.00%	12.270%	12.00	$4,878.00
B.	*50 hrs./pay period x 26 wks. X $23.94/hr. + Benefits* *Retirement/Medicare/Worker's Comp* *Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with service line process for congregate meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.*					
A.	SS Food Specialist, Becky LaCoe, Position Control Number 61404	$30,055.00	28.00%	12.269%	12.00	$4,719.94
B.	50 hrs./pay period x 26 wks. X $23.36/hr. + Benefits Retirement/Medicare/Worker's Comp Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with service line process for congregate meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.					
A.	YE Food Specialist, Hailey Boyles, Position Control Number 61307	$29,382.00	28.00%	12.269%	12.00	$4,614.28
B.	50 hrs./pay period x 26 wks. X $22.77/hr. + Benefits Retirement/Medicare/Worker's Comp Provides support to Senior Food Specialist in planning, prep, and cooking of meals. Assists with service line process for congregate meals. Participates with cleaning and sanitation activities to ensure the facility meets state food safety requirements.					

Travel				**Total:**	**$0.00**
Identify staff who will travel, the purpose, frequency, and projected costs. Utilize GSA rates for per diem, lodging and mileage (www.gsa.gov) unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification. Any increases/decreases made to GSA.gov rates within the subaward period will be automatically honored during the reimbursement process.					
Out-of-State Travel				**Trip total:**	**$0.00**
Enter Title of Trip & Destination here, such as "CDC Conference: San Diego, CA"	Cost	# of Trips	# of days	# of Staff	
Airfare: cost per trip (origin & designation) x # of trips x # of staff					$0.00
Baggage fee: $ amount per person x # of trips x # of staff					$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff					$0.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff					$0.00
Ground Transportation: $ per r/trip x # of trips x # of staff					$0.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff					$0.00
Parking: $ per day x # of trips x # of days x # of staff					$0.00
Justification: *(Enter below, expand row as needed) Who will be traveling, when and why, tie into program objective(s) or indicate required by funder.*					
If traveling to more than 1 out-of-state destination, copy section above and insert here.					
In-State Travel				**Trip total:**	**$0.00**
*Enter Origin & Destination Here**	Cost	# of Trips	# of days	# of Staff	
Airfare: cost per trip (origin & designation) x # of trips x # of staff					$0.00
Baggage fee: $ amount per person x # of trips x # of staff					$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff					$0.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff					$0.00
Motor Pool:($ car/day + ## miles/day x $ rate per mile) x # trips x # days					$0.00
Mileage (see below for general mileage): (rate per mile x # of miles per r/trip) x # of trips x # of staff					$0.00
Parking: $ per day x # of trips x # of days x # of staff					$0.00
Justification: *(Enter below, expand row as needed) Who will be traveling, when and why, tie into program objective(s) or indicate required by funder.*					
If traveling to more than 1 in-state destination, copy section above and insert here.					
General/Other Mileage: Complete the following section for mileage expenses related to general program operation and not specific, planned trips. Enter the total general mileage expense in the Cost column. If more than one staff is traveling, provide a calculation for each staff member's mileage and the reason for travel.					
General Mileage (rate per mile x # of miles):	Cost		**General Mileage Total:**		**$0.00**
Calculation(s) and Reason(s):					
If requesting funds for other types of travel related to program operations and not specific, planned trips, complete the following section. Include justification for these expenses.			**Other Travel Total:**		**$0.00**
Enter Description(s) Below:					**Amount:**
					$0.00
					$0.00
Justification: *(Enter below, expand row as needed) Who will be traveling, when and why, tie into program objective(s) or indicate required by funder.*					

Operating	**Total:**	**$0.00**
Include specific facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, computers and related equipment which cost less than $10,000 per unit, etc. Provide a calculation for each line.		
Enter Description(s) Below:		**Amount:**
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
Justification: *(Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.*		

Equipment	**Total:**	**$0.00**
List equipment to purchase or lease costing $10,000 or more (per unit), and justify these expenditures. Equipment costing less than $10,000 should be listed under Operating. Justify these items.		
Enter Description(s) Below:		**Amount:**
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Contractual	Total:	$0.00
Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a *written agreement or contract*. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.		
Enter Name of Contractor, Subrecipient here:		$0.00
Method of Selection: (explain here, i.e. sole source or competitive bid)		
Period of Performance:		

Other	Total:	$0.00
Identify and justify other direct expenditures that cannot be identified within another category, such as dues, other insurance, printing and promotional costs, etc. Requested funding must be for this specific proposed program. Include calculations for all items and a description if needed. If cost allocating an expense across multiple programs and sources, provide an explanation and calculation for the portion included here.		
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
Justification: *(Enter below, expand row as needed) Provide narrative to justify these expenditures and how each budget item supports the project.*		

TOTAL DIRECT PROJECT COSTS	$152,129.21

Administrative Expenses/Indirect Costs	Total:	$0.00
Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes equipment, capital expenditures and items such as pass-through funds, and major subcontract(s) over the first $50,000, as applicable. Reference the Grant Instructions and Requirements for additional information on Indirect Costs.		
Choose ONE type of rate according to funding source and provide calculation or explanations:		**RATE:**
1. Independent Living Grant (ILG)/FHN State Funds and State Funds awarded to the NV System of Higher Education* (non-research): **8%**		
2. Federal/Other State Funding: **15%** de minimis (Modified Total Direct Costs - MTDC)		
3. Federal Negotiated Indirect Cost Rate Agreement (**NICRA**): Identify approved costs per the NICRA & attach the current agreement to application. In cells below, describe how the total indirect amount was calculated based on the NICRA letter guidance and exceptions. Expand row as needed.		
FICR Calculation:		
Other Explanations:		

TOTAL BUDGET REQUEST	$152,129.21

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

Applicant Name:	Lyon County Human Services	Type of Service:	C1-Congregate Meals

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

A. FUNDING SOURCES	ADSD Funds	MATCH	County Funds	ADSD C2	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Secured	Secured	Pending				
ENTER TOTAL FUNDING	$152,129.21	$22,819.00	$812,337.42	$287,495.74	$0.00	$0.00	$0.00	$1,274,781.37
EXPENSE CATEGORY								
Personnel	$152,129.21	$22,819.00	$452,337.42	$287,495.74				$914,781.37
Travel	$0.00							$0.00
Operating	$0.00		$360,000.00					$360,000.00
Equipment	$0.00							$0.00
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$0.00							$0.00
TOTAL EXPENSE	**$152,129.21**	**$22,819.00**	**$812,337.42**	**$287,495.74**	**$0.00**	**$0.00**	**$0.00**	**$1,274,781.37**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00	Total Program Budget	$1,274,781.37
Indirect % of Budget	0.00%	ADSD Percent of Program Budget	12%

B. Comments regarding budget summary, if applicable.

Lyon County suports in-kind services, such as vehicle maintenance and insurance, all facility maintenance and insurance expenses, and miscellaneous expenses not funded in the operating budgets. Additionally, Lyon County contributes $900,000 in cash to the Title IIIC Nurtition (C1 and C2) programs.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

Lyon County Payroll, Food, Utility, Service and Supply, Telephone, and Travel Expenses - Secured

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.

Lyon County Human Services uses the suggested donation of $2.00 per meal to subsidize the C1 program. The estimated C1 program income revenue for FY26 is $65,000.

- Department of Human Services policy allows no more than 10% flexibility of the total "not to exceed" amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total "not to exceed" amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the program from which this funding was appropriated and shall be returned to the program upon termination of this agreement. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2 CFR 200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $110,310.21.
- Requests for Reimbursement (RFR) will be accompanied by supporting documentation, including a line-item description of expenses incurred and required documents from the RFR back-up documentation workbook.
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient.
  - Providing prior approval of reports or documents to be developed.
  - Forwarding a report to another party, i.e., Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15th calendar day of the following month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement (RFR)

Department of Health and Human Services
Aging and Disability Services (ADSD)

Financial Status Report and Request for Reimbursement

Agency Ref #:
Unit:
GL:
Draw #:
CFDA #:

Program Name:	**Subrecipient Name**:
ADSD OCL, Grants Management	
Program Address:	**Subrecipient Address**:
1550 East College Parkway, Carson City, NV 89706	
Subaward Period:	**Subrecipient's**:
{Enter Subaward Period}	EIN:
{Enter Service}	Vendor #:
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s):
Calendar Year:

☐ NEW REQUEST
☐ PAID RFR BACK-UP REVISION
☐ REIMBURSEMENT
☐ ADVANCE & RECONCILIATION
☐ RECONCILIATION ONLY

	A	B	C	D	E	F
Approved Budget Category	**Approved Budget**	**Total Prior Requests**	**Current Request**	**Year to Date Total**	**Budget Balance**	**Percent Requested**
1 Personnel	$0.00	$0.00		$0.00	$0.00	-
2 Travel	$0.00	$0.00		$0.00	$0.00	-
3 Operating	$0.00	$0.00		$0.00	$0.00	-
4 Equipment	$0.00	$0.00		$0.00	$0.00	-
5 Contract/Consultant	$0.00	$0.00		$0.00	$0.00	-
6 Other	$0.00	$0.00		$0.00	$0.00	-
7 Indirect Expenses	$0.00	$0.00		$0.00	$0.00	-
Total	$0.00	$0.00	$0.00	$0.00	$0.00	-

Additional Financial Reporting - All Award Types

Budget Item	**Required Amount**	**Total Prior Months**	**Current Amount**	**Year to Date Total**	**Budget Balance**	**Percent Provided**
1 Match	$0.00	$0.00		$0.00	$0.00	-
2 Program Income	N/A	$0.00		$0.00	N/A	N/A

Additional Financial Reporting - Fixed-Fee Awards Only

	Number of Units of Service		Funding Earned		Balance to be Earned	Percent Earned
Fixed-Fee Rate(s):	**Previous Period**	**This Period**	**This Period**	**Total/All**		
1	0.00		-	-	-	-
2	0.00		N/A			

☐ N/A

Advance Payment Reconciliation

Budget Categories or Specific Components (Expand rows as needed)	**Month:**		**Total Funds to Date**			
	Received	**Expended**	**Funds Advanced**	**Expended**	**Balance**	**Percent Expended**
			$0.00	$0.00	$0.00	-
			$0.00	$0.00	$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward; and that the amount of this request is not in excess of current needs or, cumulatively for the award term, in excess of the total approved subaward. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached are correct.

Authorized Signature | **Title** | **Date**

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

Program contact? Yes:___ No:___; Contact:_____
Reason for contact: _____
Notes: _____

APPROVALS:
Scope of Work -
Date: _____ Signed: _____
PAC Fiscal -
Date: _____ Signed: _____

Payment Breakdown

Unit.Sub Unit / Reporting #	**Amount**
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	$ -

For Reference Only

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend $1,000,000.00 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months **and** is receiving PERS, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as "Department"

and

Lyon County

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Human Services (referred to as "Department") and Lyon County (referred to as "Subrecipient").

Program Name	ADSD / Grants Management	**Subrecipient Name**	Lyon County
Federal Grant Number	2501NVOACM-04	**Subaward Number**	11-001-07-1H1-26
Federal Amount	$82,166.45	**Contact Name**	Scott Keller, Chair, Board of Commissioners
State Amount	$28,143.76	**Address**	27 South Main Street Yerington, NV 89447-2571
Non-Federal (Match) Amount	$16,547.00		
Total Award	$110,310.21		
Performance Period	10/01/2025 - 09/30/2026		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	**$110,310.21**
Required Match Percentage	**15%**
Total Required Match	**$16,547.00**

Approved Budget Category		Budgeted Match
1	Personnel	$22,819.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Other	$0.00
6	Indirect Costs	$0.00
	Total	**$22,819.00**

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.g

Subject:
For Possible Action: Accept a grant from the Nevada Department of Public Safety, Office of Criminal Justice Assistance (OCJA), Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $20,328.00 for the Lyon County Sheriff's Office SWAT Team Night Vision Project.

Summary:
Award Letter is attached.

Financial Department Comments:
It appears that there is no match required. A subrecipient agreement should be coming for approval after the grant is accepted.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- LCSO SWAT Night Vision Award Letter--20260106

Joe Lombardo
Governor

Nevada Department of Public Safety
Dedication Pride Service

George Togliatti
Director

Kristi Defer
Deputy Director

Jazzmine Betancourt
Administrator

Office of Criminal Justice Assistance
1535 Old Hot Springs Rd. #10, Carson City, Nevada 89706
Telephone (775) 687-1500 - Email ocja@dps.state.nv.us

October 21, 2025

Brad Pope, Sheriff
Lyon County Sheriff's Office
911 Harvey #1
Yerington, Nv 89447-1704

RE: Notice of Award – Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Assistance Listing Number (CFDA) 16.738

Dear Sheriff Brad Pope,

The Nevada Department of Public Safety (DPS), Office of Criminal Justice Assistance (OCJA), is pleased to inform you that the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Application submitted by Lyon County Sheriff's Office has been selected for subaward.

Application Review Methodology

The OCJA received a total of 41 applications for the application period ending Friday, August 15, 2025. Of the 41 applications, 8 were denied due to ineligibility, and 33 proceeded to the peer review phase.

OCJA partnered with statewide subject matter experts to conduct thorough peer reviews from Monday, August 18, 2025, through Friday, October 10, 2025. During this process, 4 of the eligible applications received a score of 60 out of the 120 total points available or below, resulting in a denial of funding in this application cycle.

29 applications were approved for funding by the peer review team and proceeded to the funding allocation phase. OCJA staff collectively assessed all peer reviews to determine the amount of funding awarded to each approved applicant entity, factoring in average application score, project need and feasibility, and calculated risk.

Award Allocation Methodology

Entities whose application clearly demonstrated the need for funding, feasibility of the project, and provided a sound project sustainment plan were approved for full funding. Scoring factors included the strength of supporting data and statistics provided to reinforce the project as well as clear justification of requested funding. 13 projects were approved for the full amount of funding requested in their applications.

Using these same methods, OCJA staff approved partial funding for the remaining 16 applications. Reviewers agreed that although project need was demonstrated in these applications, certain costs were found to be ineligible, the application lacked sufficient information to justify the requested funding, or the applicant failed to provide a sound project sustainment plan.

Award Details and Conditions

The OCJA has approved a subaward in the amount of approximately $20,328.00 to LCSO for the SWAT Team Night Vision Equipment Expansion Project. Funds shall be formally awarded via legally binding subaward or contract agreement. Please note, this notice of subaward does not serve as a legally binding agreement but rather a notification of the projected subaward amount. Subaward agreements are forthcoming.

Prior to issuance of the subaward agreement, LCSO will be required to submit a revised project narrative, if applicable, and revised project budget pursuant to the guidance conveyed by your OCJA program point of contact. Your point of contact is Adriana Kovacevich.

As a condition of accepting these funds, LCSO must comply with the following regulations for the duration of the grant period which begins January 1, 2026, and ends December 31, 2026.

- Title 2, Subtitle A of the Code of Federal Regulations
- Title 2, Subtitle B, Chapter XXVIII of the Code of Federal Regulations - Department of Justice
- Department of Justice Grants Financial Guide 2024
- Nevada State Administrative Manual

Award Acceptance

Please indicate whether you intend to accept the proposed award by providing signature in the appropriate field below.

I accept the above proposed award as presented. ☐

_____

Authorizing Official Signature *Date*

I decline the above proposed award and do not wish to pursue funding this year. ☐

_____

Authorizing Official Signature *Date*

The OCJA looks forward to a successful partnership with LCSO in support of the SWAT Team Night Vision Equipment Expansion Project. We thank you for your continued service and commitment to ensuring the safety of Nevada's citizens and visitors. You can expect to receive additional information regarding subaward agreements, training, and technical assistance in the coming weeks. Please do not hesitate to contact us at ocja@dps.state.nv.us or your program point of contact should you have any questions.

Sincerely,

Jazzmine Betancourt

Jazzmine Betancourt, Administrator
Department of Public Safety
Nevada State Police | Office of Criminal Justice Assistance

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.h

Subject:
For Possible Action: Approve a contract between Lyon County and Hey Frank LLC, in an amount not to exceed $98,000 to continue the public health marketing campaign, services are funded through Public Health Infrastructure and Improvement which makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services for allocation to specified entities for the improvement of public health.

Summary:
The current contract was funded through SB 118; the proposed new contract will be funded through the Public Health Infrastructure and Improvement (PHI) contract. Through PHI funding, Lyon County Human Services will evaluate the public health needs of Lyon County residents, establish priority levels for identified needs, and expend the allocated funds in alignment with those priorities.

Financial Department Comments:
This is funded by a grant.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY26 Hey Frank Contract

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

and

Hey Frank LLC
4889 Lakeridge Ter W, Reno, NV 89509
Phone: (775) 624-3762
Federal Tax ID# 83-3770064

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

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

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

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

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

3. CONTRACT TERM. This Contract shall be effective from February 5, 2026 subject to approval by the Lyon County Board of County Commission, and expire on June 30, 2027, unless sooner terminated by either party as specified in paragraph (10).

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

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

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

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost not to exceed $98,000. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Termination for Other Reasons. The performance of this Contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay performance by either party, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of this Contract. This Contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

f. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases, except as provided in paragraph 10 (e).

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract. Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor by the County. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County in writing and immediately replace such insurance or bond with an insurer meeting the requirements.

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required**:** **$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***
   i. Minimum Limit required: **$**_____Each Claim.
   ii. Retroactive date: Prior to commencement of the performance of the contract.
   iii. Discovery period: Three (3) years after termination date of contract.
   iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***
   i. May be used to achieve the above minimum liability limits.
   ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***
   i. Minimum Limit required: **$**_____ Loss for Employee Dishonesty.
   ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.

h. ***Performance Security***
   i. Amount required: **$**_____
   ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.
   iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
   iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***
   i. Amount required: **$**_____
   ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
   iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
   iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
   v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.
   vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
   vii. Approved Insurer: Each insurance policy shall be:
      1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
      2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***

Prior to the start of any Work, Contractor must provide the following documents to the contracting County agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection ii above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The County may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the County.

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333,

provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the County is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners or its designee and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

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

Independent Contractor's Signature	January 22, 2026 Date
Hey Frank LLC - Principal / Strategy & Branding Independent Contractor's Title	
Authorized Representative Lyon County	1/26/26 Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman Board of County Commissioners Lyon County	Date

REVIEWED AS TO FORM ONLY

District Attorney	Date
Legal Counsel for Independent Contractor	Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager	Date

Amendment 1
Exhibit B

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Hey Frank LLC.

Purpose: To continue the work on the Live Better Lyon, public health marketing campaign.

Hey Frank LLC will provide Lyon County Human Services with marketing services including:

- Partner with Lyon County internal stakeholder committee to identify and prioritize campaign topics
- Utilize target market research to identify appropriate media placement services
- Continue on the comprehensive marketing strategy
- Create engaging creative content across platforms as agreed upon between Hey Frank and Lyon County Human Services
- Act as Lyon County Human Services' authorized purchasing agent and media buy contractor in negotiating television, radio, internet, and print advertising as necessary to implement the campaign
- Implement and manage the approved marketing campaign
- Measure and report on the campaign's effectiveness at agreed upon intervals during the contract period
- Submit an invoice for reimbursement to Lyon County Human Services, Program Analyst for payment submission on a monthly basis, no later than the 10th of each month for the prior month.
- Represent the Lyon County Human Services Department with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Considerations:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

and

Hey Frank LLC
4889 Lakeridge Ter W, Reno, NV 89509
Phone: (775) 624-3762
Federal Tax ID# 83-3770064

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

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

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

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

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

3. CONTRACT TERM. This Contract shall be effective from February 5, 2026 subject to approval by the Lyon County Board of County Commission, and expire on June 30, 2027, unless sooner terminated by either party as specified in paragraph (10).

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

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

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

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost not to exceed $98,000. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Termination for Other Reasons. The performance of this Contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay performance by either party, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of this Contract. This Contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

f. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases, except as provided in paragraph 10 (e).

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract. Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor by the County. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County in writing and immediately replace such insurance or bond with an insurer meeting the requirements.

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required**:** **$0.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***
   i. Minimum Limit required: **$ 0.00** Each Claim.
   ii. Retroactive date: Prior to commencement of the performance of the contract.
   iii. Discovery period: Three (3) years after termination date of contract.
   iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***
   i. May be used to achieve the above minimum liability limits.
   ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***
   i. Minimum Limit required: **$ 0.00** Loss for Employee Dishonesty.
   ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.

h. ***Performance Security***
   i. Amount required: **$ 0.00**
   ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.
   iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
   iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***
   i. Amount required: **$ 0.00**
   ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
   iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
   iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
   v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.
   vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
   vii. Approved Insurer: Each insurance policy shall be:
      1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
      2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***
   Prior to the start of any Work, Contractor must provide the following documents to the contracting County agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection ii above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The County may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the County.

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333,

provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the County is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners or its designee and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

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

Independent Contractor's Signature	Date
Independent Contractor's Title	
Authorized Representative Lyon County	Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman Board of County Commissioners Lyon County	Date

REVIEWED AS TO FORM ONLY

District Attorney	Date
Legal Counsel for Independent Contractor	Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager	Date

Amendment 1
Exhibit B

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Hey Frank LLC.

Purpose: To continue the work on the Live Better Lyon, public health marketing campaign.

Hey Frank LLC will provide Lyon County Human Services with marketing services including:

- Partner with Lyon County internal stakeholder committee to identify and prioritize campaign topics
- Utilize target market research to identify appropriate media placement services
- Continue on the comprehensive marketing strategy
- Create engaging creative content across platforms as agreed upon between Hey Frank and Lyon County Human Services
- Act as Lyon County Human Services' authorized purchasing agent and media buy contractor in negotiating television, radio, internet, and print advertising as necessary to implement the campaign
- Implement and manage the approved marketing campaign
- Measure and report on the campaign's effectiveness at agreed upon intervals during the contract period
- Submit an invoice for reimbursement to Lyon County Human Services, Program Analyst for payment submission on a monthly basis, no later than the 10th of each month for the prior month.
- Represent the Lyon County Human Services Department with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Considerations:

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.i

Subject:
For Possible Action: Approve a contract for Ledezma-Aguilar Garden Services for the amount of $800 per month for the maintenance of the medians on Dayton Valley Road.

Summary:
This contract is on a seasonal basis, from March 1, 2026 through November 30, 2026. This will be paid out of the Road Fund. The contract price has not changed in the past several years.

Financial Department Comments:
The current year portion has been budgeted.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- 2026 Proposal

Ledezma-Aguilar Garden Services
307 Occidental Drive
Dayton, NV, 89403
PHONE # 775-508-9301
Lic #: NV20201725806

Proposal Submitted To:	DATE: 06 January 2026
Jason Grahmann	200 Lakes Blvd.
Road Maintenance Supervisor District 2	Dayton, NV, 89403
Lyon County Road Division	

Proposal

Service Area:
Dayton Valley Road Medians

Grounds Maintenance Services Include:

- Weed control throughout landscaped areas
- Blowing and cleaning of all hard surface areas to remove trash and debris
- Trimming and maintenance of small trees, shrubs, and plants as needed to maintain appearance and safety

Additional Services:

- Services outside the scope listed above may be provided upon request and may require additional fees.

Pricing and Terms

We hereby propose a monthly fee of **$800**, which includes **one service visit per week**.

Payment is due **upon receipt of invoice** and no later than **15 days from the invoice date**.

Services will be provided on a **seasonal basis**, beginning **March 1, 2026**, and ending **November 30, 2026**.

This contract may be **terminated by either party at any time** with **thirty (30) days' written notice** of intent to terminate.

Acceptance Of Proposal

The above pricing, specifications, and conditions are hereby accepted. The Contractor is authorized to perform the work as specified. Payment will be made in accordance with the terms outlined above.

Authorized Signature: _____ **Date:** _____

Contractor Signature: Josè A. Ledezma **Date:** 1-6-2026

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.j

Subject:
For Possible Action: Approve a contract for Ledezma-Aguilar Garden Services for the amount of $800 per month for the maintenance of the north sidewalk on Dayton Valley Road.

Summary:
This contract is on a seasonal basis, from March 1, 2026 through November 30, 2026. This will be paid out of the Facilities budget. The contract price has not changed in the past several years.

Financial Department Comments:
There is no increase for this contract. The current year portion is already budgeted.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Ledezma-Aguilar DVR Sidewalk Contract

Ledezma-Aguilar Garden Services
307 Occidental Drive
Dayton, NV, 89403
PHONE # 775-508-9301
Lic #: NV20201725806

Proposal Submitted To:	DATE: 06 January 2026
Jason Grahmann	18 Highway 95A North
Road Maintenance Supervisor District 2	Yerington, NV 89447
Lyon County Facilities/Park Department	

Proposal

Service Area:
Dayton Valley Road North Sidewalk

Excludes The Firehouse to front of mini mart.

Grounds Maintenance Services Include:

- Weed control throughout landscaped areas
- Blowing and cleaning of all hard surface areas to remove trash and debris
- Trimming and maintenance of small trees, shrubs, and plants as needed to maintain appearance and safety

Additional Services:

- Services outside the scope listed above may be provided upon request and may require additional fees.

Pricing and Terms

We hereby propose a monthly fee of **$800**, which includes **one service visit per week.**

Payment is due ***upon receipt of invoice*** *and no later than* **15 days from the invoice date**.

Services will be provided on a **seasonal basis**, beginning **March 1, 2026**, and ending **November 30, 2026**.

This contract may be **terminated by either party at any time** with **thirty (30) days' written notice** of intent to terminate.

Acceptance Of Proposal

The above pricing, specifications, and conditions are hereby accepted. The Contractor is authorized to perform the work as specified. Payment will be made in accordance with the terms outlined above.

Authorized Signature: _____ **Date:** _____

Contractor Signature: Jose' M Ledezma **Date:** 1-6-2026

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.k

Subject:
For Possible Action: Approve a one-year software support agreement for the livescan system with DataWorks Plus for $1,488.08.

Summary:
The DataWorks program is used alongside the livescan system. It is used to create photo IDs, CCW (Concealed Carry Weapon) permits and LEOSA (Law Enforcement Officer Safety Act) cards.

Financial Department Comments:
This will be paid out of the Sheriff's budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Lyon CSD 26-27

AGENCY: **Lyon County Sheriff's Department**
30 Nevin Way
Yerington, NV 89447

TERM EFFECTIVE: **Start: 5/1/2026** **End: 4/30/2027**

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

STANDARD SOFTWARE SUPPORT: (AMOUNT: $1,488.08)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis

DWP Job Number 12-01856, PO# 6206:
One (1) Digital PhotoManager™ Client Edition
One (1) WebWorks Express™ for One Concurrent User

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

1.1 The ***Agency*** can contact Technical Support using either of the following options:

- Toll-free telephone support **(866-632-2780, dial "3" for Customer Support)**
- Email: *support@dataworksplus.com*

1.2 The ***Agency*** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the ***Agency*** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The ***Agency*** can request the ticket number for their tracking purposes.

2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.

- DATAWORKS PLUS will contact the ***Agency*** upon closure of the ticket.
- DATAWORKS PLUS will, at no additional expense to the ***Agency***, correct any failures of the covered SOFTWARE to meet its specifications.
- NOTE: If ***Agency*** will not provide DATAWORKS PLUS with remote dial-in access for support issues and DATAWORKS PLUS is required to go to ***Agency*** site(s) to determine the problem and resolution, resolution time will be delayed and ***Agency*** will be financially responsible for DATAWORKS PLUS travel time and out-of-pocket expenses.

2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the ***Agency***.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

3.1 DATAWORKS PLUS will, at no additional expense to the ***Agency***, provide all enhancements, additions and updates to the SOFTWARE. The ***Agency*** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.

- ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the ***Agency's*** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. AGENCY'S RESPONSIBILITIES:

4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The ***Agency*** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the ***Agency*** requires assistance, DATAWORKS PLUS will assist the ***Agency*** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

4.2 However, the ***Agency*** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the ***Agency***.

4.3 The ***Agency*** is responsible for providing a backup solution and ensuring that backups are being conducted. The ***Agency*** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your *Agency*)

5.1 DATAWORKS PLUS will, at no additional expense to the ***Agency***, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the ***Agency***.

5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.

5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.

5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.

5.5 DATAWORKS PLUS will, at no additional expense to the ***Agency***, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the ***Agency*** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.

5.7 DATAWORKS PLUS will, at no additional expense to the ***Agency***, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.

- For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the ***Agency***. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the ***Agency.*** No loaner equipment will be provided during this time.

6. CONNECTIVITY:

6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The ***Agency*** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the ***Agency***. Quotes for training can be obtained by contacting ***Agency's*** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:

- Migration of applications and/or databases to new hardware
- Migration of DataWorks Plus applications to agency-provided hardware
- Physical relocation of hardware
- Interface modifications needed due to changes made outside of DataWorks Plus applications.

The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

9.1 The ***Agency*** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the ***Agency*** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the ***Agency*** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

CJIS, SOC II, or other audit reports needed by the customer will be billed additionally at the standard hourly rate. For a custom quote, contact your account manager.

By signing this contract, you consent to allowing DataWorks Plus employees to use text messages as a means of communication.

DATAWORKS PLUS

Federal ID: 57-1104887

Name: Jessica Mensing

Signature: Jessica Mensing

Title: Director of Contracts

Date: January 8, 2025

Agency: _____

Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____

DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

☐ Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is $2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

_____	x	$2,500.00	=	_____
# Attendees	x	$2,500.00	=	Total

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780** for pricing and scheduling;
2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
4. Provide access to system backups and logs.
5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
    - Previous machine name and IP
    - New machine name and IP

- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of $180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

ADDENDUM B – Decline of Maintenance

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE. Be advised that significant downtime could result if hardware repairs are warranted.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers. Be advised that some SOFTWARE upgrades may be required to remain in compliance with state certifications. Non-maintenance customers can purchase SOFTWARE upgrades at the prevailing rate.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.l

Subject:
For Possible Action: To approve the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- STAFF REPORT
- Traditions Village 2 - PH1 - Improvement Agreement Release
- Traditions Village 2 - PH1 Improvement Agreement
- Traditions V2- PH 1 - Backup

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-county.org

BOARD OF COUNTY COMMISSIONERS

Proposed Action **For Possible Action:** To approve the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13).

Meeting Date February 5, 2026

Prepared By Gavin Henderson – Director

Department Lyon County Community Development Department

RECOMMENDATION

Staff recommends the Board of County Commissioners approve the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13).

BACKGROUND

As part of the subdivision approval process for Tradition Village 2 – PH1, the developer entered into an Improvement Agreement to guarantee the construction and completion of required public improvements. The Improvement Agreement was recorded to secure performance of these obligations and to provide notice of the same. The Improvement Agreement was recorded as Documents No. 698587.

All required improvements associated with Traditions Village 2, Phase 1 have been constructed and inspected. Applicable County departments have reviewed the completed improvements and have confirmed that the improvements meet County standards and approved construction plans. The project is currently in the one-year warranty phase in which a warranty bond has been posted to warranty all public improvements against defects to craftsmanship or materials.

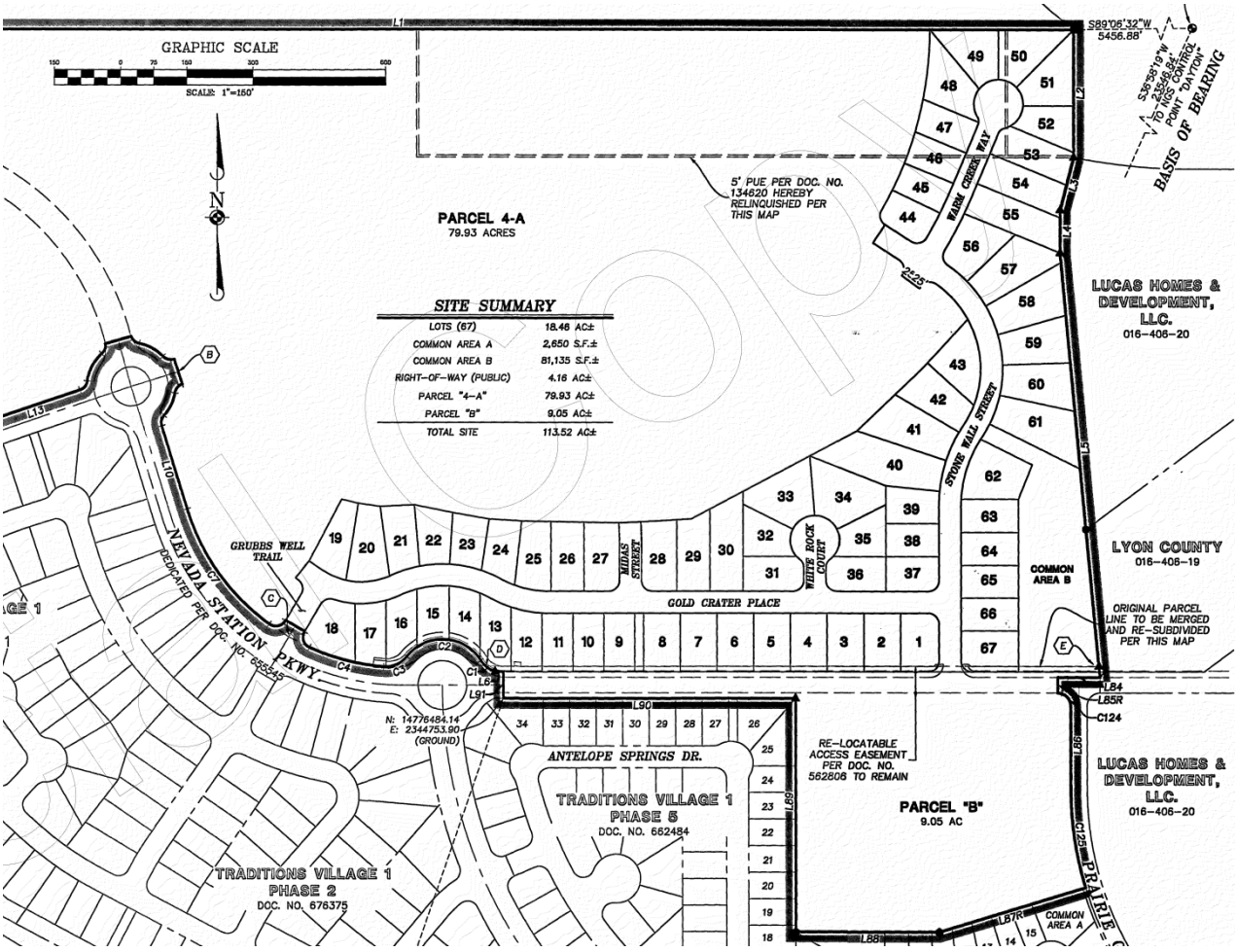

Exhibit 1: The image depicts the approved and recorded subdivision final map for Traditions Village 2 – PH1.

JUSTIFICATION

Approval of the release of the Improvement Agreement is justified as the public improvements required under the recorded agreement have been completed in accordance with County standards and approved plans, and all applicable County departments have confirmed satisfactory completion through inspection and sign-off.

The release serves as an administrative acknowledgment of compliance with the subdivision improvement obligations and allows the public record to accurately reflect completion of the required improvements. Because the Improvement Agreement was recorded, the recordation of a corresponding document acknowledging satisfaction of the agreement is necessary to provide notice and maintain clarity in the chain of title. Approval of the release does not waive, reduce, or otherwise affect the applicable warranty period or the developer's continuing responsibility for defects related to workmanship or materials, nor does it create any fiscal impact to the County, as all improvements were constructed at the developer's expense.

FISCAL IMPACT

There is no fiscal impact to the County associated with the approval of the release of the Improvement Agreement. All improvements were constructed at the developer's expense, and any warranty-related repairs or corrective actions remain the responsibility of the developer.

RECOMMENDED MOTION

If the Board of County Commissioners determines that they approve and authorize the release of improvement agreement, the Board of County Commissioners may make the following motion:

Motion to approve the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13).

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Motion to Deny:

Motion to deny the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13).

Motion to Postpone Action:

Motion to continue the request for the release of the Improvement Agreement, recorded as Document No. 698587, for the Traditions Village 2, Phase 1 Subdivision, located north of U.S. Highway 50 between Nevada Station Parkway and Prairie Gate Road in Dayton, NV (APN 016-406-13) for _____ days.

ATTACHMENTS

1.) Improvement Agreement Release
2.) Original Improvement Agreement
3.) Warranty Bond Information

APN(s): 016-406-13

AFTER RECORDATION RETURN TO:

Gavin Henderson
Lyon County Community Development
27 S. Main Street
Yerington, Nevada 89447

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. NRS 239B.030

AGREEMENT TO RELEASE IMPROVEMENT AGREEMENT

THIS Agreement to Release Improvement Agreement ("Agreement to Release "), is made and entered into this 5th day of Februray, 2026 ("Effective Date") by and between Lucas Homes and Development, LLC, a Nevada limited liability company, hereinafter called "Owner", and the County of Lyon, a political subdivision of the State of Nevada, hereinafter called "County";

WHEREAS, Owner and County entered into an Improvement Agreement dated August 21, 2025, which was recorded on September 5, 2025 in the Official Records of Lyon County, Nevada, as Document No. 698587 ("Improvement Agreement"); and

WHEREAS, Owner has completed construction of the public improvements required by the Improvement Agreement to the satisfaction of the County and Owner has provided a maintenance bond guaranteeing the performance of Owner's warranty obligations under Section 5 of the Improvement Agreement; and

WHEREAS, as all of the obligations of the Improvement Agreement have been performed or guaranteed, the Parties now desire and mutually agree that the covenants and restrictions encumbering the land that is the subject of the Improvement Agreement (the "Subject Property") be released as provided for herein.

NOW, THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Agreement to Release, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Owner mutually agree as follows:

1. RELEASE OF IMPROVEMENT AGREEMENT.
   The Improvement Agreement shall be terminated and cancelled as of the Effective Date as a covenant running with the Property and shall not be binding upon subsequent owners or purchasers thereof. By entering this Agreement, the parties intend to release the covenants

and restrictions set forth in the Improvement Agreement as an encumbrance or burden upon the Property.

2. CONTINUING OBLIGATIONS.
Upon the Effective Date, all rights and obligations of both the County and Owner under the Improvement Agreement shall be discharged, except those relating to Owner's warranty and indemnification obligations, which obligations shall be deemed personal obligations of Owner, and shall have no further force or effect as a covenant running with the Property.

3. NO ADMISSION OF LIABILITY.
This Agreement to Release shall not be construed as an admission of liability to wrongdoing by either party.

4. GOVERNING LAW.
This Agreement to Release shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles.

5. ENTIRE AGREEMENT.
This Agreement to Release contains the entire understanding of the Parties Concerning the cancellation of the Improvement Agreement and supersedes all prior discussions, negotiations, or agreements relating to the same subject matter.

6. SEVERABILITY.
If any provision of this Agreement to Release is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. COUNTERPARTS.
This Agreement to Release may be executed in counterparts.

8. AUTHORITY.
The County and Owner each represent and warrant that the person signing this Agreement to Release on its behalf is duly authorized to execute this Agreement and to bind such party.

9. ACKNOWLEDGMENT.
The County and Owner each acknowledge that they have read and fully understand this Agreement to Release, have had the opportunity to seek independent legal advice, and enter into this Agreement to Release feely and voluntarily.

10. RECORDING.
This Agreement to Release shall be filed with the County Clerk and recorded with the Lyon County Recorder.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Release as of the day and year below written.

LYON COUNTY

_____
Gavin Henderson, Director
Lyon County Community Development Department

Dated this _____ day of _____, 2026

LUCAS HOMES AND DEVELOPMENT, LLC

DW. Smit
Donald W. Smit, Manager

Dated this 26 day of JANUARY, 2026

STATE OF Nevada
COUNTY OF Carson City

On this 26 day of January 2026, personally appeared before me, a Notary Public in and for said County and State, Donald W. Smit, known to me to be the manager of Lucas Homes & Development who acknowledged to me that he executed the above instrument.

LINDA McKENZIE
Notary Public
State of Nevada
Appt. No. 02-76598-3
My Appt. Expires Aug. 1, 2026

Linda McKenzie
NOTARY PUBLIC

DOC #: 698587

09/05/2025 11:35 AM Page: 1 of 22

OFFICIAL RECORD

Requested By:
LYON COUNTY COMMUNITY DEVELOPMENT

Lyon County, NV
Anita Talbot, Recorder

Fee: $0.00 RPTT: $0.00
Recorded By: lharrington

A.P.N: 016-406-13

After Recordation Return To:
Gavin Henderson
Lyon County Community Development
27 S. Main Street
Yerington, NV, 89447

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

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IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this **21** **day of** **August , 2025** by and between **LUCAS HOMES AND DEVELOPMENT, LLC** hereinafter called "Owner", and the COUNTY OF LYON, Nevada, a political subdivision of the State of Nevada, hereinafter called "COUNTY";

WHEREAS, Owner has filed an application to install subdivision improvements for the **Traditions Village 2 – Phase 1** subdivision in accordance with NRS Chapter 278 and Lyon County Code Title 15 and Title 9; and

WHEREAS, Lyon County Utilities has completed the application review and received an approval from the Nevada Division of Environmental Protection.

WHEREAS, in accordance with the Lyon County Development Code Title 15 - Chapter 234.04, the Owner has submitted improvement plans to the COUNTY and has an approved security in place with the COUNTY in an amount of 150% of the engineer's estimate for the required improvements as referenced below in Section 13; and

WHEREAS, the final subdivision map for the _____ HAS (HAS NOT) (circle one) been approved and recorded with the Lyon County recorder. The final subdivision map was recorded on the **_____day of _____, 20**__ as document number _____; and

WHEREAS, Owner has not yet completed all the required improvements in said subdivision required by the Roads Department, Utilities Department and Storm Drain requirements herein referred to as the Lyon County Public Works Design Standards and the Lyon County Development Code, project conditions of approval, and the approved improvement plans; and

WHEREAS, Owner desires to enter into this improvement agreement with the County in accordance with section **15.234** of the Lyon County Development Code; and

WHEREAS, the COUNTY agrees to issue building permits within the project without the required improvements being completed; and

NOW, THEREFORE, the parties agree as follows:

1. Owner shall, at their own cost, construct or install or cause to be constructed or installed all required improvements within 12 months (not to exceed 12 months), from either: the date of recordation of a final subdivision map, final parcel map, or a final map for division of land into large parcels, as specified in Section 15.234 of the Lyon County Development Code; or, if the Owner elects to construct the required improvements prior to the approval and recordation of such final map, within 12 months from the date of approval of the Site Improvement Permit authorizing construction of the improvements. The required improvements shall be constructed in accordance with Lyon County Public Works Design Standards, Lyon County Development Code, NAC 445A and in accordance with the approved plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments; as attached Exhibit "A"; and conform to the conditions of approval set forth in attached Exhibit "B"; and said exhibits are made a part hereof as though set forth in full as required.

2. The Owner hereby acknowledges, understands and agrees that no certificate of occupancy shall be issued prior to the completion of the required improvements, recordation of a final map and the issuance of a notice of completion from the COUNTY, and all other requirements for the certificate of occupancy have been satisfied, including, but not limited to, water, sewer and electric utilities service to the project.

3. The Owner hereby acknowledges, understands and agrees that no water or sewer service shall be granted to any lot until: (1) the water and sewer infrastructure is installed and tested in accordance with Lyon County Public Works Design Standards, Nevada Administrative Code and other applicable standards; (2) the testing is reviewed and approved by the County and authorized by the Bureau of Safe Drinking Water; and (3) the County, in its sole discretion, determines that the County is able to serve the property at the time activation is permitted by the County.

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3. County shall, prior to the issuance of any Notice of Completion or certificate of occupancy, to the County Engineer shall issue a certificate indicating that all work has been completed in accordance with the Lyon County Public Works Design Standards, Lyon County Development Code and the approved plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments in a format approved by the County

4. Owner hereby warrants that the plans and specifications for the site improvements are in accordance with the tentative map approved by the Lyon County Board of Commissioners on the **2 DAY OF May , 2019** with all conditions made a part of said approval by the County, as well as with all Lyon County Public Works Design Standards, Lyon County Development Codes and in accordance with the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments. Owner further warrants that said plans and specifications are adequate to accomplish the improvement work covered by this agreement in a good, workmanlike manner and in accordance with acceptable construction practices. Should said plans and specifications, at any time prior to final County acknowledgment of completion of improvements, referred to herein prove to be inadequate, Owner does hereby agree to counsel with the County and to make such changes as necessary to accomplish said work in a good, workmanlike manner and in accordance with acceptable construction practices.

5. Owner from and after the date of completion and acceptance of said improvements for maintenance shall guarantee and warrant satisfactory performance of said improvements for a period of ONE (1) YEAR, from and after the date of acceptance of said improvements by the County in accordance with section 15.234 of the Lyon County Development Code. Within the said warranty period, Owner shall, at their sole cost and expense, promptly replace or otherwise correct any and all defects in design, workmanship and materials or work found not to be in accordance with Lyon County Public Works Design Standards, Lyon County Development Code or the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments. The County shall give written notice of said defective or nonconforming work to Owner within a reasonable time after discovery of the condition. The warranty referred to in this section is in addition to and not in lieu of Owner's obligation to construct all improvements in good, workmanlike manner and in accordance with acceptable practices as provided in Section 4 above.

Special Conditions for Acceptance of Roadways for Maintenance. The County shall not accept the roadways, curb, gutter, sidewalks, or other related roadway improvements for maintenance until such time as ninety percent (90%) of the lots within the subdivision referenced herein have received final inspection approval and Certificates of Occupancy have been issued.

6. Owner shall, at their expense, maintain each required public improvement until the improvement is accepted for maintenance by the County.

7. The Roads Department and Utilities Department and County Engineer shall issue a notice of completion to the Community Development Department when the required improvements are complete in accordance with the Lyon County Public Works Design

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Standards, Lyon County Development Code and in accordance with the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments.

8. The approved security in place for the required improvements may be withdrawn upon completion and acceptance of the improvements by the County in accordance with 15.234 of the Lyon County Development Code. A warranty bond or other form of security acceptable to the County shall be posted for the required improvements for the duration of the warranty period. The amount of the warranty bond shall be determined pursuant to 15.234.04.F of the Lyon County Development Code or whatever is the current adopted code at the time of notice of completion.

9. In the event that street, sanitary sewers and/or storm drains serving this final map are designed to connect to streets, sanitary sewers, and/or storm drains in another development, Owner agrees not to request any Certificates of Occupancy in this Site Improvement Permit Application until the streets, sanitary sewers, and/or storm drains in the other development have been completed and accepted by the County. Owner realizes that this condition may cause substantial hardship in the event that the street, sanitary sewers, and/or storm drains in the other development have not been completed and accepted by the County, and owner acknowledges and agree to accept this risk

10. Owner 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 improvement for access. The County shall not accept or assume any responsibility for operation and maintenance of the roadway improvements until satisfactory completion and written acceptance by the County.

11. Owner shall protect and take care of all Work until its completion and final approval by County. While moving on, constructing, and moving off, Owner will keep the site free and clear from dangerous accumulation of rubbish and debris, and will maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final approval of the Work will not be made by County until the real property subject to this Agreement and all adjacent properties under Owner's control and supervision have been cleared of all rubbish, surplus materials and equipment resulting from the construction of the Improvements to the reasonable satisfaction of the County Engineer.

12. Hold Harmless, Waiver and Release. Owner shall completely indemnify, defend, and hold County harmless from and against, to the fullest extent allowed by law, any and all suits, claims, demands, or causes of action that may be asserted or brought against the County, or against the Owner, **Lucas Homes and Development, LLC** (Owner Name), or the Owner's successors-in-interest, by any third party, and Owner waives, releases and will not assert any potential claims against County which may theoretically arise from such above-mentioned claims by third parties and which in any way relate to or arise from the improvements which are the subject of or covered in this Agreement for the project known as **Traditions Village 2–Phase 1** (Project Name), as well as any other conditions herein.

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In addition to the above, Owner specifically agrees to waive, release, not assert and hold County harmless from any and all suits, claims, demands and or causes of action that could be brought against the County by Owner or Owner's successor in interests and completely indemnify, defend and hold County harmless from and against any such claims brought by any third party due to the inability of County to provide sewer services for new or additional connections or fixtures as part of the improvements which are the subject of or covered in this Agreement, as well as any other conditions herein.

FOR DAYTON UTILITIES SERVICE AREA: Owner acknowledges the County has determined the County's effluent disposal facilities may have less capacity than such facilities were designed to accept and, therefore, the County may be limited in providing sewer service for new construction in the Dayton Utilities Service Area. The County is working to determine the long-term solution to providing sufficient effluent disposal capacity for the Dayton Utility Service Area, but the County's Engineer has determined that, as of March 19, 2025, there is sufficient capacity to dispose of a minimum of an additional 150,000 gallons of effluent per day in the Dayton Utility Services Area. Owner, therefore, assumes the risk of undertaking any improvements, with full knowledge and understanding that the County will only issue permits until such time as the remaining (as of March 19, 2025) 150,000 gallons of effluent per day is allocated. It is acknowledged and understood that the County will remove or revise the cap on new permits upon confirmation from the County's Engineer of additional capacity in the existing or improved effluent disposal facilities. Owner accepts and assumes risk of moving forward with its project with the understanding that the County currently has limitations related to its effluent disposal capacity.

Furthermore, the Owner acknowledges and agrees to continue to be liable to the County for the performance of all terms and conditions of this agreement, regardless of the Owner's failure to continue work under this agreement or the assignment of its rights to others, and irrespective of the ownership status of the real property subject to the final map referenced herein, unless a new improvement agreement and new security have been presented to and accepted by the County.

In the event the County is required to institute legal action to compel performance of this agreement, or to defend against any suit, claim, or liability arising from this agreement, the Owner shall be responsible for paying all reasonable attorney's fees, court costs, and other expenses of litigation incurred by the County in connection with such actions. This provision ensures that the County is protected from any financial or legal repercussions stemming from the Owner's actions or external factors related to the development.

13. Security for Performance. Prior to recordation of the final map or commencement of construction, the Developer shall provide to Lyon County an acceptable form of performance security to guarantee the completion of all required improvements. The amount of the performance security shall be one hundred fifty percent (150%) of the approved engineer's estimate of construction costs. The estimate must be prepared and signed by a professional engineer licensed in the State of Nevada and shall be subject to review and approval by the Community Development Director. Acceptable forms of performance security include:

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A. Performance Bond
A surety bond issued by a surety company authorized to do business in the State of Nevada. The bond shall name Lyon County as the obligee and guarantee completion of all required improvements in accordance with approved plans, specifications, and conditions of approval. The issuing surety must be rated no lower than *A-* by Standard & Poor's or *A1* by Moody's Investors Service at the time of issuance.

B. Irrevocable Letter of Credit
A letter of credit issued by a federally insured financial institution, naming Lyon County as the beneficiary. The letter shall be irrevocable, valid for at least one year (or longer if required by the County), and automatically renewable unless canceled with prior notice to the County. The issuing financial institution must hold a credit rating of at least *A-* by Standard & Poor's or *A1* by Moody's Investors Service. The letter of credit shall be in an amount not less than 150% of the approved engineer's estimate.

C. Cash Deposit or Certified Check
A direct cash deposit or certified check made payable to Lyon County in an amount equal to one hundred fifty percent (150%) of the approved engineer's estimate of construction costs. The funds will be held by the County and may be drawn upon to complete the improvements in the event of developer default.

D. Deed of Trust or Improvement Agreement Secured by Property
A recorded deed of trust, lien, or mortgage on the subject property or other County-approved property, securing an improvement agreement with Lyon County. The agreement shall authorize the County to take necessary action, including foreclosure or other legal remedies, to ensure completion of the required improvements if the developer fails to do so.

E. Final Map Hold in Lieu of Performance Security
At the discretion of Lyon County, the County may agree to retain the executed final map and withhold its approval of the final map as a form of performance security. In such cases, the Developer shall complete all required improvements in accordance with the approved improvement plans. Upon completion of the improvements, a Notice of Completion shall be issued by the County Engineer and the County Road Department and provided to the Community Development Department. The improvements must then be formally accepted by the County. Upon receipt of the Notices of Completion and formal acceptance of the improvements, the Community Development Department shall approve and authorize the final map to be recorded by the Developer.

The County shall not be liable for any delay, financial or otherwise, caused by the withholding of the final map pending completion and acceptance of improvements. This option shall only be available where, in the judgment of the County, the public interest is adequately protected without financial surety.

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In the event that the Owner desires to record the Final Map and the Site Improvements are not yet complete, Owner shall secure its performance of constructing the improvements in accordance with the approved drawings with security that complies with Paragraphs A-D above, in the amount no less than one hundred and fifty percent of the cost of the improvements remaining and on a form approved by the Community Development Director.

In the event the County receives notice that the bond or letter of credit is being cancelled or is no longer valid, and the Owner 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.

Partial releases are not allowed.

Owner shall maintain liability insurance covering the construction of the subject improvements, naming Lyon County as additional insured in an amount of no less than $1,000,000.00 (ONE MILLION DOLLARS).

If Owner fails to comply with this Agreement and complete the improvements, County shall have the right to bring suit to enforce the provisions of the surety, bond or letter of credit and this Agreement.

14. Owner agrees to the remedies set forth in Lyon County Development Code, Section 15.234, or current adopted sections of the Lyon County Development Code, in the event the improvement agreement is executed and securities have been posted and required public improvements have not been installed within the terms of the agreement. If Owner shall fail, neglect or refuse to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect or refusal will constitute a default breach of this Agreement, and if Owner shall fail, neglect or refuse to cure the default upon request of County, County, at its option, may correct such default, and thereupon recover from Owner the cost thereof, or may require the specific performance by Owner of all terms, conditions and covenants of this Agreement; additionally, this Agreement specifically gives permission for County to order work to be performed on Owner's property. The foregoing will be in addition to, and not exclusive of, any other remedy now or hereafter provided by law, including the right to call on the cash, instrument of credit, or bond and the pursuit of any right or remedy will not be construed as an election. In the event of an Owner default under this Agreement, Owner shall be entitled to 30 days to cure such default after receipt of written notice from County.

If the County requests at its sole discretion, and Owner agrees to a reversion of acreage of the subdivision map, and in such case, Owner, at its own cost and expense, shall restore the land to a condition that does not pose a threat to the health, safety and welfare of the community and Owner shall install or complete any improvements that are determined by the County to be necessary for the well-being of the community.

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15. Owner understands and accepts that this improvement agreement shall run with the land and shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers assigns, or purchasers of the respective parties to this agreement, and all terms and conditions contained herein shall be equally binding on said heirs, executors, administrators, successors, assigns, or purchasers. The agreement will be approved by the Lyon County Board of Commissioners and shall be filed with the County Clerk and recorded with the Lyon County Recorder.

16. Integrated Agreement. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

18. Advice of Counsel. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

19. Modification; No Waiver. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

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20. Interpretation of Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

21. Cooperation of Parties. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

22. Non-Discrimination. In connection with the performance of work under this agreement , the Owner agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Owner further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

23. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

24. Indemnification.

A. As respects negligent acts, errors or omissions in the performance of professional services, the Owner agrees to indemnify and hold harmless the County, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Owner's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Owner, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. The County shall provide notice to Owner of the County's receipt of a written demand/claim or lawsuit arising from Owner's work.

B. The OWNER agrees to hold harmless, indemnify, and defend the County, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Owner, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the

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proceeding, then Owner's obligation here under shall be limited to the proportional share of the liability attributed to the Owner.

25. Attorneys' Fees, Costs, and Expenses. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

26. Assignment/Delegation. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the County, such offending portion of the assignment shall be void, and shall be a breach of this Agreement. Owner shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

27. Severability of Parts. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

28. Public Records. Pursuant to NRS 239.010, information or documents received from Owner may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Owner may label specific parts of an individual document as a "trade secret" or "confidential," provided that Owner thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

29. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Owner acknowledges that as required by statute or regulation this Agreement is effective upon signing and only for the period of time specified in this Agreement. Any services performed by Owner before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Owner.

30. Governing Law; Venue. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself,

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generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

31. Limited Liability. Agreement liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the County shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Owner, for the fiscal year budget in existence at the time of the default or breach.

31. ACKNOWLEDGMENT AND EXECUTION. In witness whereof, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby:

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COUNTY MANAGER
Lyon County
Telephone: 775-463-6531

COUNTY MANAGER OR DESIGNEE
DATED this 5 day of September, 2025.

DISTRICT ATTORNEY
Lyon County
Steve, Rye
Telephone: 775-463-6511
Fax: 775-463-6516
I have reviewed this agreement and approve as to its legal form.

STEPHEN B. RYE or designee
Lyon County District Attorney
DATED this 29th day of August, 2025

COUNTY'S ORIGINATING DEPARTMENT:
Lyon County Community Development Department:

Gavin Henderson, Department Director
DATED this 5 day of September, 2025

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OWNER ACKNOWLEDGEMENT AND EXECUTION:
Use (a), (b), or (c)

(a) For a Corporation

OWNER: LUCAS HOMES & DEVELOPMENT LLC

PRINT: DONALD W. SMIT

SIGNATURE: Donald W. Smit

TITLE: MANAGER

NAME OF CORPORATION: LUCAS HOMES & DEVELOPMENT LLC

STATE OF Nevada
COUNTY OF Carson City

On this 17 day of June, 2025 Donald W. Smit personally appeared before me, a Notary Public in and for said County and State, known to me to be the manager of Lucas Homes + Development a corporation, who acknowledged to me that he executed the above instrument.

LINDA McKENZIE
Notary Public
State of Nevada
Appt. No. 02-76598-3
My Appt. Expires Aug. 1, 2026

Linda McKenzie
NOTARY PUBLIC

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OWNER ACKNOWLEDGEMENT AND EXECUTION:
Use (a), (b), or (c)

(b) For a Partnership

OWNER:
By: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20_____, personally appeared before me, a Notary Public in and for said County and State, known to me to be the _____ ___ of _____, a partnership, who acknowledged to me that he executed the above instrument.

_____
NOTARY PUBLIC

****

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OWNER ACKNOWLEDGEMENT AND EXECUTION:
Use (a), (b), or (c)

(b) For an Individual

OWNER:
By: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20_____, personally appeared before me, a Notary Public in and for said County and State, known to me to be the _____ ___ of _____, who acknowledged to me that he executed the above instrument.

_____
NOTARY PUBLIC

Unofficial Copy

Exhibit A
(Surety)

Unofficial Copy

Exhibit B
(Conditions of Approval)

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LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6592
FAX: (775) 463-5305

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

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March 30, 2021

Stanley Lucas
2850 Temple Ave.
Long Beach, CA 90806

REVISED

RE: **TRADITIONS VILLAGE 2 / STANLEY LUCAS – MERGER AND RESUBDIVISION TO A TENTATIVE SUBDIVISION MAP -** Request to combine three (3) existing parcels totaling 210.93 and subdivide a 101.02 acre portion into a 195 lot residential subdivision including four (4) remainder lots for future multi-family housing, commercial and common area development; located west of the Traditions Parkway/Highway 50 intersection, Dayton, NV (a portion of APNs 16-406-06; 016-406-08 and 016-401-93) PLZ-19-0014

Dear Mr. Lucas:

On May 2, 2019, a Notice of Final Action was filed with the Lyon County Clerk, pursuant to NRS 278.0235 and NRS 278.3195 which starts the commencement of the twenty-five day limitation period specified therein.

At their regularly scheduled meeting of Thursday, May 2, 2019, the Lyon County Board of Commissioners considered the above referenced application.

By unanimous vote (5 ayes; 0 nay; 0 abstentions) the Lyon County Board of Commissioners **approved** your request to combine three (3) existing parcels totaling 210.93 and subdivide a 101.02 acre portion into a 195 lot residential subdivision including four (4) remainder lots for future multi-family housing, commercial and common area development, (APNs 16-406-06; 016-406-08 and 016-401-93) based on the recommended findings and the 28 conditions listed below:

1. Approval of the tentative map shall not constitute acceptance of the final map. Approval of the tentative map shall lapse unless a final map based thereon is presented to the Board of Commissioners **within four (4) years from the date of such approval**, unless a provision for an extension of time has been granted. The Board of County Commissioners, with the recommendation of the Community Development Department, may grant to the developer a single extension of not more than two (2) years within which to record a final map after receiving approval of the tentative map.
2. The applicant shall comply with all Federal, State, County and special purpose district regulations.
3. The developer shall provide the proposed Covenants, Conditions and Restrictions ("CC&Rs"), landscape maintenance association/homeowners association agreements, easements and/or other legal instruments containing sufficient detail to constitute enforceable provisions necessary for operation and maintenance by the developer and his successors, and assignees as well as the individual subdivision lot property owners as the project is subdivided and the individual lots sold for all common areas and storm drainage facilities (easements, channels and basins) as well as any associated landscaping within the common open space lots and storm drainage facilities and other provisions necessary for the subdivision as approved, for review by the Community Development

Director, the Utilities Director, the County Engineer and District Attorney's Office. The approved legal instrument shall be signed and recorded prior to approval of a final map or first in a series of final maps for the project.

4. The applicant shall submit and receive approval of a street-naming application prior to submittal of an application for a final map or first in a series of final maps. Should any requested street name(s) be denied, the Community Development Director is authorized to administratively process a request for a replacement street name(s), obtain review and comment from the fire district with jurisdiction, Road Department and any other appropriate agency, and approve a revised street name(s) without the requirement of a public hearing before the Planning Commission.
5. A phasing plan must be submitted prior to the recordation of the first final map if the development is to be phased.
6. All property taxes must be paid in full through the end of the fiscal year (June 30) and any applicable agricultural deferred taxes shall be paid in full prior to recordation of any final map.
7. The applicant shall comply with the final subdivision map requirements as prescribed by NRS 278 and Title 15 of the Lyon County Code.
8. Required recording fees to be paid at time of recording map.
9. No lot shall be offered for sale or sold until the final subdivision map has been approved and recorded.
10. No building permits shall be accepted for processing until a final subdivision map has been approved and recorded.
11. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Community Development Director prior to submitting the final subdivision map for recordation.
12. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Community Development Department prior to final subdivision map recordation.
13. The applicant shall provide written evidence (i.e. 'will-serve' letters) demonstrating that the proposed parcels are able to be served by municipal water and sewer systems, natural gas, electricity, cable television, and telecommunications prior to recordation of a final subdivision map or first in a series of final maps for this project.
14. The applicant shall provide the final subdivision map to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS). The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.
15. The applicant shall comply with County requirements, in accordance with Title 15.234 of the Lyon County Code, mandating that a site improvement permit(s) be obtained for any site development work prior to any disturbance occurring on the subject site. The grading permit application shall also include documentation of approval of a Stormwater Pollution Prevention Plan ("SWPPP") with the Nevada Department of Environmental Protection (NDEP).
16. The applicant shall obtain any required Air Quality Permit(s) from the (NDEP) and apply appropriate dust abatement processes as part of the development construction prior to any disturbance on the site.

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17. The improvements required by the terms of Title 15 of the Lyon County Code shall be inspected by the County as the work progresses. Such improvements shall not be started until the inspection fee, required as a prerequisite to the filing of the final map, has been paid.
18. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.
19. The applicant shall comply with Lyon County improvement requirements as set forth in Chapter 15.03.03 of the Lyon County Code including, but not limited to:
    a. The developer shall construct Traditions Parkway and Nevada Station Parkway from Highway 50 to the project site as part of the final map or first in a series of final maps for the project. Initial improvements shall at a minimum consist of two travel lanes in each direction within the two street rights-of-way to the approval of the County Engineer, the Road Superintendent the Central Lyon County Fire Protection District ("CLCFPD") Fire Chief. If the project is developed in phases, then as the successive final maps are submitted the Traditions Parkway and Nevada Station Parkway shall be expanded to accommodate the additional traffic from construction workers and residents of the project to the approval of the County Engineer, Road Superintendent and CLCFPD Fire Chief.
    b. Access onto Nevada Station Parkway shall be barricaded to prevent public use until the Road Superintendent determines the improvements to proposed Rock Creek Parkway, Nevada Station Parkway and Traditions Parkway are sufficiently complete to allow access to the public through to the Traditions Village 1 Subdivision to the west of Traditions Village 2.
    c. The developer shall obtain all necessary encroachment permits and approvals as well as coordinate and comply with the requirements of the Roads Department;
    d. The developer shall design the street alignments in compliance with AASHTO standards to the approval of the Road Superintendent;
    e. The developer shall install all required signage, striping and traffic control improvements in compliance with Nevada Department of Transportation and Lyon County requirements;
    f. Street name signage shall be installed.
    g. The developer shall install street lighting in compliance with the requirements of the Roads Department;
    h. The developer shall submit a detailed geotechnical report with the final map(s) for the project that includes roadway structural sections and the structural section calculations demonstrating that the proposed structural section is adequate to support the weight of the anticipated traffic;
    i. The developer shall provide a slurry seal onto the streets and roadways in compliance with the current County standards every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the rights-of-way for all streets and roadways within the subdivision; and
    j. The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County rejects the offer of dedication at this time and will not accept the offer of dedication 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.
    k. The developer shall install Type 3 barriers and cattle guards at the terminus of all streets that terminate at the boundaries of the subject site and vacant undeveloped lands to the satisfaction of the Road Superintendent;
20. The applicant shall comply with Lyon County's 1996 drainage guidelines (as revised 2018). The applicant shall demonstrate that the proposed drainage facilities will comply with the Lyon County Drainage Requirements to the satisfaction of the County Engineer and Utilities Department Director

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prior to recordation of the final subdivision map. Major drainage facilities shall be constructed in the first phase of development and each phase of building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases of development.

a. The developer shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.
b. The applicant shall provide documentation that easements have been recorded to permit discharge of project generated stormwater to all off-site properties receiving stormwater discharges prior to recordation of a final subdivision map or first in a series of final maps for this project.
c. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary to protect source water from potential stormwater contamination have been designed and will be installed prior to approval of a final subdivision map or first in a series of final maps for this project.
d. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge have been designed and installed prior to approval of a final subdivision map or the first in a series of final maps for this project.
e. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.
f. Debris grates are required at the pipe inlets of the retention/detention basins.
g. Prior to issuance of the first building permit for residential home construction within Traditions Village 2, the applicant shall either pay their proportionate share of any necessary storm drain improvements as a part of future regional stormwater facilities program or shall design and install a stormwater conveyance improvement to the county's satisfaction that conveys the Traditions project stormwater across the Cardelli Ditch toward the Carson River. **The stormwater conveyance improvement is contingent upon Lyon County securing the easements necessary to construct said improvements and shall be subject to a development agreement for reimbursement from the properties that affect the same drainage basins.**

21. The applicant shall complete any and all required development improvements and facilities to the satisfaction of the Community Development Director, County Engineer, Road Director, Utilities Director, Building Official, CLCFPD or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to recordation of a final subdivision map or first in a series of final maps for this project. There may be temporary restrictions to obtaining building permits even with an acceptable security instrument depending on the County's approval of the various systems. All facility construction shall be completed and inspected to the Building Official's satisfaction prior to the issuance of a Certificate of Occupancy will be allowed in any single family residence for this project.
22. The applicant shall comply with all applicable building and fire code requirements.
23. The water system must meet the requirements of the Lyon County Utilities Department and CLCFPD and be constructed in accordance with the following:
    a. The location of fire hydrants shall be determined by the CLCFPD Fire Chief or their designee.

Document Copy

b. A minimum required fire flow is required for each fire hydrant as directed by the CLCFPD Fire Chief or their designee.

c. Prior to any combustible materials being brought on site the following shall occur:

d. All required fire hydrants are to be installed and fully operating.

24. The applicant shall meet the requirements of NDOT as per the comments received April 1, 2019.

25. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.

26. The applicant will maintain the property until the development is complete. This maintenance will include the semi-annual mowing of all weeds within the development boundaries and the removal of noxious weeds when they are identified.

27. The applicant shall post and maintain a rules and regulations sign at the entryways to the property until it is fully developed. The signs shall be intended for the subcontractors performing work and shall include:

    a. No loud music;

    b. No alcohol or drugs;

    c. Dispose of personal trash and site debris;

    d. Clean up any mud and or dirt that is deposited from the construction parcels onto the streets; and

    e. No burning of construction or other debris on the property.

28. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Community Development Department.

Please contact the Community Development Department at 775-463-6592 if you have questions or concerns regarding the action taken on this Planning item.

Sincerely,

Jeff Page
Lyon County Manager

cc: File
Clerk's Office
Assessor's Office
Dayton Advisory Board
Manhard Consulting ATTN: Karen Downs 241 Ridge St. Suite 400 Reno, NV 89501
Susan Pansky 615 Ubaldo Ct. Reno, NV 89521

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LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-couny.org

December 4, 2025

Stan Lucas
C/O Don Smit- Project One
490 Hot Springs Road
Carson City, NV 89706

RE: Release of Maintenance Bond for the Traditions Village 2, Phases 1 Subdivision to be exchanged with a new bond listing Lennar Reno, LLC as the Primary.

Dear Mr. Smit:

At their regularly scheduled meeting held on **December 4, 2025,** the Lyon County Board of Commissioners, approved the release of the Maintenance Bond associated with Traditions Village 2, Phase 1 Subdivision, located in Dayton, NV.

Enclosed please find a check in the amount of $ 341,773.80. Upon receipt, please sign and email the enclosed copy of this letter, to sjuntunen@lyon-county.org, for our file.

Feel free to contact this office if you have any further concerns.

Sincerely,

Shannon Juntunen

Shannon Juntunen
Lyon County Planning Technician

CC: File
Lyon County Clerk Treasurer

By my signature, I acknowledge receipt of check # 2485, in the amount of $341,773.80 that was being held by Lyon County as a maintenance bond for Traditions, Village 2, Phase 1.

D. Smit

Received by: Don Smit, Project One

DECEMBER 5, 2025

Date

Bond No. 72BSBJK5664
Premium: **$854.00 /annum**

MAINTENANCE GUARANTY BOND

KNOW ALL BY THESE PRESENTS, That we, **Lennar Reno, LLC, 9425 Double Diamond Parkway, Reno, NV 89521**, as Principal, and **Hartford Fire Insurance Company**, a corporation organized and existing under the laws of the State of **Connecticut**, and fully authorized to transact business in the State of **Nevada**, as surety, are held and firmly bound unto **Lyon County, 27 South Main Street, Yerington, NV 89447**, as Obligee, in the penal sum of **Three hundred forty one thousand seven hundred seventy three and 80/100** Dollars **($341,773.80)** to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS **Lennar Reno, LLC** has constructed a certain subdivision known as **Traditions Village 2 – Phase 1**.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of **Twelve (12)** month(s) from date of the completion and acceptance of the work performed, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise, it shall be and remain in full force and effect.

Signed, sealed and dated this **November 12, 2025**.

Lennar Reno, LLC, a Nevada limited liability company
Principal

By: Tim S/L
TIM SCHNEIDERMAN – LENNAR RENO, LLC
VP OF LAND DEVELOPMENT

Hartford Fire Insurance Company
Surety

By: Teuta Luri
Teuta Luri, Attorney-in-Fact

State of Texas
County of Dallas } ss:

On November 12 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

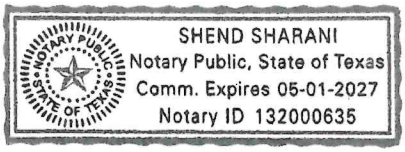
Teuta Luri

known to me to be Attorney-in-Fact of Hartford Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 05/01/2027

Shend Sharani, Notary Public



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

144

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA LLC
Agency Code: 61-610440 & 61-610026

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Mario E. Arzamendi Sr., Katie Canales, Madison K. Diaz, Mary Ann Garcia, Jennie Goonie, Stephanie Gross, Dorothy Harrison, Teuta Luri, Cristina Nino, Barbara Norton, Jessica Richmond, Javier Romo, Laura E. Sudduth, Amanda R. Turman-Avina, Misty Witt of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 11/12/2025.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

ENGINEER'S ESTIMATE FOR 10% MAINTENANCE BOND

Project:	Traditions Village 2 - Phase 1		
Developer:	Lennar Reno, LLC		
Engineer:	Manhard Consulting Ltd		
		Prepared By:	MLC
		Date:	10/23/2025
Number of Lots or Units:	67	***Area (Acres):***	104.08

STREETS

Description	*Original Estimate Total*		*% Maintenance Requirement*	*Total After % Reduction*
3" Asphalt Concrete Pavement	$ 394,050.00		10%	$ 39,405.00
8" Aggregate Base Material	$ 197,620.00		10%	$ 19,762.00
			Subtotal:	$59,167.00

SITE PREPARATION

Description	*Original Estimate Total*		*% Maintenance Requirement*	*Total After % Reduction*
Clear and Grub	$ 34,000.00		10%	$ 3,400.00
Cuts and Fills on Site	$ 78,000.00		10%	$ 7,800.00
Import Fill - Structural	$ 229,500.00		10%	$ 22,950.00
			Subtotal:	$ 34,150.00

CONCRETE

Description	*Original Estimate Total*		*% Maintenance Requirement*	*Total After % Reduction*
Curb & Gutter with Base (Type II)	$ 245,579.00		10%	$ 24,557.90
Sidewalk 4' with Base	$ 304,058.00		10%	$ 30,405.80
Pedestrian Ramps	$ 59,500.00		10%	$ 5,950.00
			Subtotal:	$ 60,913.70

SANITARY SEWER

Description	*Original Estimate Total*		*% Maintenance Requirement*	*Total After % Reduction*
Manhole 48" Diameter	$ 155,800.00		10%	$ 15,580.00
Service Laterals 4" Diameter	$ 167,500.00		10%	$ 16,750.00
Sewer Main 8" Diameter	$ 257,712.00		10%	$ 25,771.20
			Subtotal:	$ 58,101.20

Project: Traditions Village 2 - Phase 1

Date: 10/23/25 *Prepared By:* MLC

Subtotal from Page 1: $212,331.90

STORM DRAIN

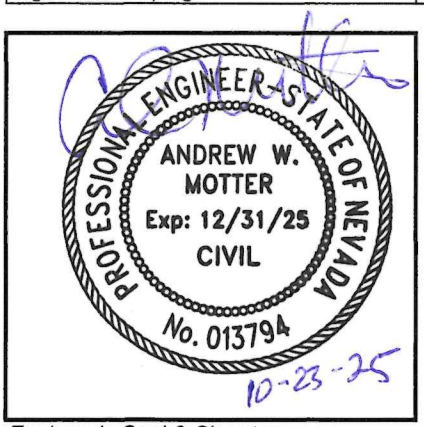
Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Manhole 48" Diameter	$ 61,632.00		10%	$ 6,163.20
Manhole 60" Diameter	$ 91,806.00		10%	$ 9,180.60
Catch Basin Type IV	$ 23,754.00		10%	$ 2,375.40
Dual Catch Basin Type IV	$ 54,000.00		10%	$ 5,400.00
Headwalls 18"-24"	$ 12,500.00		10%	$ 1,250.00
Headwalls 42"	$ 10,000.00		10%	$ 1,000.00
Storm Drain Main 15" Diameter	$ 32,172.00		10%	$ 3,217.20
Storm Drain Main 18" Diameter	$ 88,275.00		10%	$ 8,827.50
Storm Drain Main 24" Diameter	$ 10,800.00		10%	$ 1,080.00
Storm Drain Main 30" Diameter	$ 57,318.00		10%	$ 5,731.80
Storm Drain Main 36" Diameter	$ 164,736.00		10%	$ 16,473.60
Storm Drain Main 42" Diameter	$ 90,636.00		10%	$ 9,063.60
			Subtotal:	$ 69,762.90

WATER

Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Irrigation w/ BFP	$ 5,700.00		10%	$ 570.00
8" Water	$ 295,256.00		10%	$ 29,525.60
Gate Valve	$ 48,150.00		10%	$ 4,815.00
Single Water Meter	$ 64,200.00		10%	$ 6,420.00
Double Water Meter	$ 80,892.00		10%	$ 8,089.20
Fire Hydrants & Markers	$ 69,336.00		10%	$ 6,933.60
			Subtotal:	$ 56,353.40

MISCELLANEOUS

Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Centerline Monuments	$ 11,700.00		10%	$ 1,170.00
Signs and Striping	$ 21,556.00		10%	$ 2,155.60
			Subtotal:	$ 3,325.60



Engineer's Seal & Signature

Subtotal of Page 2:	$	129,441.90
Total of Pages:	$	341,773.80
Reduced Total:	$	341,773.80
Original Amount of Security	$	3,417,738.00
Minimum Security Reduction Amount (10% of Original)		$341,773.80
Amount of Reduced Security:		$341,773.80

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
12.m

Subject:
For Possible Action: To approve the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- STAFF REPORT
- Heritage Ranch PH 4 - Improvement Agreement Release
- Heritage Ranch PH 4 - Improvement Agreement
- Heritage Ranch PH 4 - Backup

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-county.org

BOARD OF COUNTY COMMISSIONERS

Proposed Action	**For Possible Action:** To approve the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16).
Meeting Date	February 5, 2026
Prepared By	Gavin Henderson – Director
Department	Lyon County Community Development Department

RECOMMENDATION

Staff recommends the Board of County Commissioners approve the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16).

BACKGROUND

As part of the subdivision approval process for Heritage Ranch – PH4, the developer entered into an Improvement Agreement to guarantee the construction and completion of required public improvements. The Improvement Agreement was recorded to secure performance of these obligations and to provide notice of the same. The Improvement Agreement was recorded as Documents No. 694244.

All required improvements associated with Heritage Ranch – PH4 have been constructed and inspected. Applicable County departments have reviewed the completed improvements and have confirmed that the improvements meet County standards and approved construction plans. The project is currently in the one-year warranty phase in which a warranty bond has been posted to warranty all public improvements against defects to craftsmanship or materials.

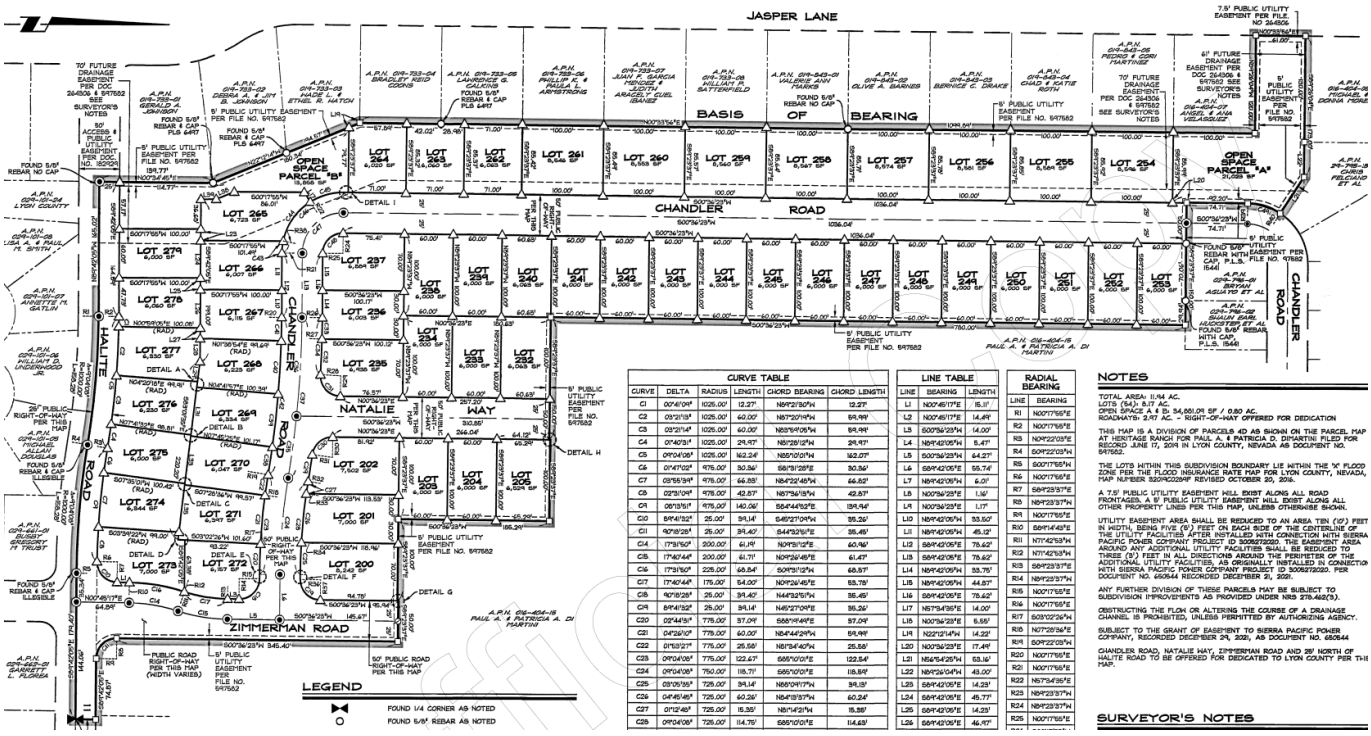


Exhibit 1: The image depicts the approved and recorded subdivision final map for Heritage Ranch, PH4.

JUSTIFICATION

Approval of the release of the Improvement Agreement is justified as the public improvements required under the recorded agreement have been completed in accordance with County standards and approved plans, and all applicable County departments have confirmed satisfactory completion through inspection and sign-off.

The release serves as an administrative acknowledgment of compliance with the subdivision improvement obligations and allows the public record to accurately reflect completion of the required improvements. Because the Improvement Agreement was recorded, the recordation of a corresponding document acknowledging satisfaction of the agreement is necessary to provide notice and maintain clarity in the chain of title. Approval of the release does not waive, reduce, or otherwise affect the applicable warranty period or the developer's continuing responsibility for defects related to workmanship or materials, nor does it create any fiscal impact to the County, as all improvements were constructed at the developer's expense.

FISCAL IMPACT

There is no fiscal impact to the County associated with the approval of the release of the Improvement Agreement. All improvements were constructed at the developer's expense, and any warranty-related repairs or corrective actions remain the responsibility of the developer.

RECOMMENDED MOTION

If the Board of County Commissioners determines that they approve and authorize the release of improvement agreement, the Board of County Commissioners may make the following motion:

Motion to approve the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16).

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Motion to Deny:

Motion to deny the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16).

Motion to Postpone Action:

Motion to continue the request for the release of the Improvement Agreement, recorded as Document No. 694244, for the Heritage Ranch, Phase 4 Subdivision, located north of Halite Drive between Glen Vista Drive and Jasper Lane in Dayton, NV (APN 016-404-16) for _____ days.

ATTACHMENTS

1.) Improvement Agreement Release
2.) Original Improvement Agreement
3.) Warranty Bond Information

APN(s): 016-404-16

AFTER RECORDATION RETURN TO:

Gavin Henderson
Lyon County Community Development
27 S. Main Street
Yerington, Nevada 89447

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. NRS 239B.030

AGREEMENT TO RELEASE IMPROVEMENT AGREEMENT

THIS Agreement to Release Improvement Agreement ("Agreement to Release "), is made and entered into this 5th day of February, 2026 ("Effective Date") by and between Heritage Ranch, LLC, a Nevada limited liability company, hereinafter called "Owner", and the County of Lyon, a political subdivision of the State of Nevada, hereinafter called "County";

WHEREAS, Owner and County entered into an Improvement Agreement dated March 14, 2025, which was recorded on May 6, 2025 in the Official Records of Lyon County, Nevada, as Document No. 694244 ("Improvement Agreement"); and

WHEREAS, Owner has completed construction of the public improvements required by the Improvement Agreement to the satisfaction of the County and Owner has provided a maintenance bond guaranteeing the performance of Owner's warranty obligations under Section 5 of the Improvement Agreement; and

WHEREAS, as all of the obligations of the Improvement Agreement have been performed or guaranteed, the Parties now desire and mutually agree that the covenants and restrictions encumbering the land that is the subject of the Improvement Agreement (the "Subject Property") be released as provided for herein.

NOW, THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Agreement to Release, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Owner mutually agree as follows:

1. RELEASE OF IMPROVEMENT AGREEMENT.
   The Improvement Agreement shall be terminated and cancelled as of the Effective Date as a covenant running with the Property and shall not be binding upon subsequent owners or purchasers thereof. By entering this Agreement, the parties intend to release the covenants

and restrictions set forth in the Improvement Agreement as an encumbrance or burden upon the Property.

2. CONTINUING OBLIGATIONS.
Upon the Effective Date, all rights and obligations of both the County and Owner under the Improvement Agreement shall be discharged, except those relating to Owner's warranty and indemnification obligations, which obligations shall be deemed personal obligations of Owner, and shall have no further force or effect as a covenant running with the Property.

3. NO ADMISSION OF LIABILITY.
This Agreement to Release shall not be construed as an admission of liability to wrongdoing by either party.

4. GOVERNING LAW.
This Agreement to Release shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles.

5. ENTIRE AGREEMENT.
This Agreement to Release contains the entire understanding of the Parties Concerning the cancellation of the Improvement Agreement and supersedes all prior discussions, negotiations, or agreements relating to the same subject matter.

6. SEVERABILITY.
If any provision of this Agreement to Release is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. COUNTERPARTS.
This Agreement to Release may be executed in counterparts.

8. AUTHORITY.
The County and Owner each represent and warrant that the person signing this Agreement to Release on its behalf is duly authorized to execute this Agreement and to bind such party.

9. ACKNOWLEDGMENT.
The County and Owner each acknowledge that they have read and fully understand this Agreement to Release, have had the opportunity to seek independent legal advice, and enter into this Agreement to Release feely and voluntarily.

10. RECORDING.
This Agreement to Release shall be filed with the County Clerk and recorded with the Lyon County Recorder.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to Release as of the day and year below written.

LYON COUNTY

_____
Gavin Henderson, Director
Lyon County Community Development Department

Dated this _____ day of _____, 2025

HERITAGE RANCH, LLC

By _____
Leo Hanly, President

Dated this 26th day of January, ~~2025~~ 2026

STATE OF Nevada
COUNTY OF Douglas

On this 26th day of January, 2026, personally appeared before me, a Notary Public in and for said County and State. Leo Hanly, known to me to be the President of Heritage Ranch, LLC, who acknowledged to me that he executed the above instrument.

_____
NOTARY PUBLIC

BREANA BUDRO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-04-28
Certificate No: 24-3780-05

DOC #: 694244
05/06/2025 11:25 AM Page: 1 of 17
OFFICIAL RECORD
Requested By:
SAM SPIER
Lyon County, NV
Anita Talbot, Recorder
Fee: $43.00 RPTT: $0.00
Recorded By: abillmeyer

A.P.N: 016-404-16

After Recordation Return To: Owner
Heritage Ranch LLC
PO BOX 489
Minden NV 89423

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

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IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2024 by and between Heritage Ranch LLC hereinafter called "Owner", and the COUNTY OF LYON, Nevada, a political subdivision of the State of Nevada, hereinafter called "COUNTY";

WHEREAS, Owner has filed an application to install subdivision improvements for the Heritage Ranch Phase 4 subdivision in accordance with NRS Chapter 278 and Lyon County Code Title 15 and Title 9; and

WHEREAS, Lyon County Utilities has completed the application review and received an approval from the Nevada Division of Environmental Protection.

WHEREAS, in accordance with the Lyon County Development Code Title 15 - Chapter 234.04, the Owner has submitted improvement plans to the COUNTY and has an approved security in place with the COUNTY in an amount of 150% of the engineer's estimate for the required improvements as referenced below in Section 14; and

WHEREAS, the final subdivision map for the ~~Heritage~~ *Heritage Ranch Phase 4 HAS (HAS NOT)(circle one) been approved and recorded with the Lyon County recorder. The final subdivision map was recorded on the _____ **day of** _____, **20**___ as document number _____; and

WHEREAS, Owner has not yet completed all the required improvements in said subdivision required by the Roads Department, Utilities Department and Storm Drain requirements herein referred to as the Lyon County **Public Works Design Standards** and the Lyon County Development Code, project conditions of approval, and the approved improvement plans; and

WHEREAS, Owner desires to enter into this improvement agreement with the County in accordance with section **15.234** of the Lyon County Development Code; and

WHEREAS, the COUNTY agrees to issue building permits with the project without the required improvements being completed; and

NOW, THEREFORE, the parties agree as follows:

1. Owner shall, at their own cost, construct or install or cause to be constructed or installed all required improvements within 12 months (not to exceed 12 months), following the date of recordation of a final subdivision map, final parcel map, or a final map for division of land into large parcels as specified in section 15.234 of the Lyon County Development Code, or if Owner seeks to construct required improvements prior to approval and recordation of the final subdivision map, final parcel map, or final map for division of land into large parcels, within 12 Months of the date of approval of the issuance of the Site Improvements Permit to construct the improvements. The required improvements shall be constructed in accordance with Lyon County Public Works Design Standards, Lyon County Development Code, NAC 445A and in accordance with the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments; as attached Exhibit "A"; and conform to the conditions of approval set forth in attached Exhibit "B"; and said exhibits are made a part hereof as though set forth in full as required.

2. The Owner hereby acknowledges, understands and agrees that no certificate of occupancy shall be issued prior to the completion of the required improvements, recordation of a final map and the issuance of a notice of completion from the COUNTY, and all other requirements for the certificate of occupancy have been satisfied, including, but not limited to, water, sewer and electric utilities service to the project.

3. The Owner hereby acknowledges, understands and agrees that no water or sewer service shall be granted to any lot until: (1) the water and sewer infrastructure is installed and tested in accordance with Lyon County Public Works Design Standards, Nevada Administrative Code and other applicable standards; (2) the testing is reviewed and approved by the County and authorized by the Bureau of Safe Drinking Water; and (3) the County, in its sole discretion, determines that the County is able to serve the property at the time activation is permitted by the County.

4. County shall, prior to the issuance of any Notice of Completion or certificate of occupancy, to the County Engineer shall issue a certificate indicating that all work has been completed in accordance with the Lyon County Public Works Design Standards, Lyon County Development Code and the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments in a format approved by the County

5. Owner hereby warrants that the plans and specifications for the site improvements are in accordance with the tentative map approved by the Lyon County Board of Commissioners on the **10 DAY OF** 10, 2018 with all conditions made a part of said approval by the County, as well as with all Lyon County Public Works Design Standards, Lyon County Development Codes and in accordance with the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments. Owner further warrants that said plans and

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specifications are adequate to accomplish the improvement work covered by this agreement in a good, workmanlike manner and in accordance with acceptable construction practices. Should said plans and specifications, at any time prior to final County acknowledgment of completion of improvements, referred to herein prove to be inadequate, Owner does hereby agree to counsel with the County and to make such changes as necessary to accomplish said work in a good, workmanlike manner and in accordance with acceptable construction practices.

6. Owner from and after the date of completion and acceptance of said improvements for maintenance shall guarantee and warrant satisfactory performance of said improvements for a period of ONE (1) YEAR, from and after the date of acceptance of said improvements by the County in accordance with section 15.234 of the Lyon County Development Code. Within the said warranty period, Owner shall, at their sole cost and expense, promptly replace or otherwise correct any and all defects in design, workmanship and materials or work found not to be in accordance with Lyon County Public Works Design Standards, Lyon County Development Code or the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments. The County shall give written notice of said defective or nonconforming work to Owner within a reasonable time after discovery of the condition. The warranty referred to in this section is in addition to and not in lieu of Owner's obligation to construct all improvements in good, workmanlike manner and in accordance with acceptable practices as provided in Section 4 above.

Special Conditions for Acceptance of Roadways for Maintenance. County shall not accept the roadways and sidewalks for maintenance until such time as ninety percent (90%) of the project is built.

7. Owner shall, at their expense, maintain each required public improvement until the improvement is accepted for maintenance by the County.

8. The Roads Department and Utilities Department and County Engineer shall issue a notice of completion to the Community Development Department when the required improvements are complete in accordance with the Lyon County Public Works Design Standards, Lyon County Development Code and in accordance with the plans, specifications and requirements, submitted and filed with the Community Development and Utilities Departments.

9. The approved security in place for the required improvements may be withdrawn upon completion and acceptance of the improvements by the County in accordance with 15.234 of the Lyon County Development Code. A warranty bond or other form of security acceptable to the County shall be posted for the required improvements for the duration of the warranty period. The amount of the warranty bond shall be determined pursuant to 15.234.04.F of the Lyon County Development Code or whatever is the current adopted code at the time of notice of completion.

10. In the event that street, sanitary sewers and/or storm drains serving this final map are designed to connect to streets, sanitary sewers, and/or storm drains in another development, Owner agrees not to request any Certificates of Occupancy in this Site Improvement Permit Application until the streets, sanitary sewers, and/or storm drains in the other development have

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been completed and accepted by the County. Owner realizes that this condition may cause substantial hardship in the event that the street, sanitary sewers, and/or storm drains in the other development have not been completed and accepted by the County, and owner acknowledges and agree to accept this risk

11. Owner 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 improvement for access. The County shall not accept or assume any responsibility for operation and maintenance of the roadway improvements until satisfactory completion and written acceptance by the County.

12. Owner shall protect and take care of all Work until its completion and final approval by County. While moving on, constructing, and moving off, Owner will keep the site free and clear from dangerous accumulation of rubbish and debris, and will maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final approval of the Work will not be made by County until the real property subject to this Agreement and all adjacent properties under Owner's control and supervision have been cleared of all rubbish, surplus materials and equipment resulting from the construction of the Improvements to the reasonable satisfaction of the County Engineer.

13. Hold Harmless, Waiver and Release. Owner shall completely indemnify, defend, and hold County harmless from and against, to the fullest extent allowed by law, any and all suits, claims, demands, or causes of action that may be asserted or brought against the County, or against the Owner, Heritage Ranch LLC (Owner Name), or the Owner's successors-in-interest, by any third party, and Owner waives, releases and will not assert any potential claims against County which may theoretically arise from such above-mentioned claims by third parties and which in any way relate to or arise from the improvements which are the subject of or covered in this Agreement for the project known as Heritage Ranch (Project Name), as well as any other conditions herein.

In addition to the above, Owner specifically agrees to waive, release, not assert and hold County harmless from any and all suits, claims, demands and or causes of action that could be brought against the County by Owner or Owner's successor in interests and completely indemnify, defend and hold County harmless from and against any such claims brought by any third party due to the inability of County to provide sewer services for new or additional connections or fixtures as part of the improvements which are the subject of or covered in this Agreement, as well as any other conditions herein.

FOR DAYTON UTILITIES SERVICE AREA: Owner acknowledges that it has read and completely understands that County may be unable to provide sewer service to any new construction or fixtures in the Dayton Utilities Service Area due to limitations on effluent capacity. Owner, therefore, assumes all risk of undertaking these improvements, with full knowledge and understanding that County may be unable issue any certificate of occupancy until such time as sewer service can be safely provided.

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Furthermore, the Owner acknowledges and agrees to continue to be liable to the County for the performance of all terms and conditions of this agreement, regardless of the Owner's failure to continue work under this agreement or the assignment of its rights to others, and irrespective of the ownership status of the real property subject to the final map referenced herein, unless a new improvement agreement and new security have been presented to and accepted by the County.

In the event the County is required to institute legal action to compel performance of this agreement, or to defend against any suit, claim, or liability arising from this agreement, the Owner shall be responsible for paying all reasonable attorney's fees, court costs, and other expenses of litigation incurred by the County in connection with such actions. This provision ensures that the County is protected from any financial or legal repercussions stemming from the Owner's actions or external factors related to the development.

14. Security for Performance. If the Site Improvement Application is submitted and approved by the required County and State reviewing authorities prior to recordation of the Final Map, the County shall hold off on recordation of the Final Map as the security for completion of the improvements. The County is not responsible for the approval of the State reviewing authorities and cannot guarantee approval by the State reviewing authorities.

In the event that the Owner desires to record the Final Map and the Site Improvements are not yet complete, Owner shall secure its performance of constructing the Heritage Ranch Phase 4 (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 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" in accordance with 15.234.04.A.4.

In the event the County receives notice that the bond or letter of credit is being cancelled or is no longer valid, and the Owner 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.

Partial releases are not allowed.

Owner shall maintain liability insurance covering the construction of the subject improvements, naming Lyon County as additional insured in an amount of no less than $1,000,000.00 (ONE MILLION DOLLARS).

If Owner fails to comply with this Agreement and complete the improvements, County shall have the right to bring suit to enforce the provisions of the surety, bond or letter of credit and this Agreement.

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15. Owner agrees to the remedies set forth in Lyon County Development Code, Section 15.234, or current adopted sections of the Lyon County Development Code, in the event the improvement agreement is executed and securities have been posted and required public improvements have not been installed within the terms of the agreement. If Owner shall fail, neglect or refuse to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect or refusal will constitute a default breach of this Agreement, and if Owner shall fail, neglect or refuse to cure the default upon request of County, County, at its option, may correct such default, and thereupon recover from Owner the cost thereof, or may require the specific performance by Owner of all terms, conditions and covenants of this Agreement; additionally, this Agreement specifically gives permission for County to order work to be performed on Owner's property. The foregoing will be in addition to, and not exclusive of, any other remedy now or hereafter provided by law, including the right to call on the cash, instrument of credit, or bond and the pursuit of any right or remedy will not be construed as an election. In the event of an Owner default under this Agreement, Owner shall be entitled to 30 days to cure such default after receipt of written notice from County.

If the County requests at its sole discretion, and Owner agrees to a reversion of acreage of the subdivision map, and in such case, Owner, at its own cost and expense, shall restore the land to a condition that does not pose a threat to the health, safety and welfare of the community and Owner shall install or complete any improvements that are determined by the County to be necessary for the well-being of the community.

16. Owner understands and accepts that this improvement agreement shall run with the land and shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers assigns, or purchasers of the respective parties to this agreement, and all terms and conditions contained herein shall be equally binding on said heirs, executors, administrators, successors, assigns, or purchasers.

17. Integrated Agreement. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

19. Advice of Counsel. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law,

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and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

20. Modification; No Waiver. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

21. Interpretation of Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

22. Cooperation of Parties. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

23. Non-Discrimination. In connection with the performance of work under this agreement , the Owner agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Owner further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

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25. Indemnification.

A. As respects negligent acts, errors or omissions in the performance of professional services, the Owner agrees to indemnify and hold harmless the County, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Owner's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Owner, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. The County shall provide notice to Owner of the County's receipt of a written demand/claim or lawsuit arising from Owner's work.

B. The OWNER agrees to hold harmless, indemnify, and defend the County, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Owner, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Owner's obligation here under shall be limited to the proportional share of the liability attributed to the Owner.

26. Attorneys' Fees, Costs, and Expenses. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

27. Assignment/Delegation. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the County, such offending portion of the assignment shall be void, and shall be a breach of this Agreement. Owner shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

28. Severability of Parts. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Unofficial

29. Public Records. Pursuant to NRS 239.010, information or documents received from Owner may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Owner may label specific parts of an individual document as a "trade secret" or "confidential," provided that Owner thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

30. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Owner acknowledges that as required by statute or regulation this Agreement is effective upon signing and only for the period of time specified in this Agreement. Any services performed by Owner before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Owner.

31. Governing Law; Venue. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

32. Limited Liability. Agreement liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the County shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Owner, for the fiscal year budget in existence at the time of the default or breach.

33. ACKNOWLEDGMENT AND EXECUTION. In witness whereof, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby:

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COUNTY MANAGER
Lyon County
Telephone: 775-463-6531

COUNTY MANAGER OR DESIGNEE
DATED this 3 day of April, 2025.

DISTRICT ATTORNEY
Lyon County
Steve, Rye
Telephone: 775-463-6511
Fax: 775-463-6516
I have reviewed this agreement and approve as to its legal form.

STEPHEN B. RYE or designee
Lyon County District Attorney
DATED this 17th day of March, 2025

COUNTY'S ORIGINATING DEPARTMENT:
Lyon County Community Development Department:

Gavin Henderson, Department Director
DATED this 2 day of April, 2025

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OWNER ACKNOWLEDGEMENT AND EXECUTION:
Use (a), (b), or (c)

(a) For a Corporation

OWNER:
By: _____

TITLE: Pres

STATE OF Nevada
COUNTY OF Douglas

On this 14th day of March, 2025, personally appeared before me, a Notary Public in and for said County and State, Lee Hanly, known to me to be the President of Heritage Ranch LLC, a corporation, who acknowledged to me that he executed the above instrument.

BREANA BUDRO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-04-28
Certificate No: 24-3780-05

_____
NOTARY PUBLIC

****

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Exhibit A

Unofficial Copy

NOTICE OF PRESENT INABILITY TO PROVIDE SEWER SERVICE

TO: All Interested Parties
FROM: Lyon County Utilities
DATE: [Insert Date]
RE: Sewer Service Limitations for New Developments in the Dayton Utilities Service Area

NOTICE

This Notice is provided as Exhibit A to the Improvement Agreement, and incorporated therein by this reference, for the project known as **Canyon Estates, Phase 13** (Project Name). It serves to formally warn and inform all interested parties that, due to severe effluent disposal limitations, Lyon County Utilities may be unable to provide sewer services for new developments within the Dayton Utilities Service Area.

The timeline for the resolution of these capacity constraints remains undetermined.

Lyon County Utilities is actively addressing these challenges and is committed to keeping stakeholders informed of any updates or changes to service availability. We are working on both temporary and permanent solutions, and we welcome any professional and serious ideas and suggestions from our community partners. We understand the significance of timely communication in these matters and appreciate your understanding and patience as we navigate these issues.

Lyon County Utilities encourages all developers and property owners to carefully consider this information in their planning and decision-making processes. Any developers and/or owners which/who chose to proceed with development efforts will do so at their own risk and voluntarily assume all risks which may result from further delays in the County's ability to provide increased sewer services, including, but not limited to, increased expenses, property security issues and various other consequential damages.

For inquiries or further clarification, please contact Lyon County Utilities at 775-246-6620.

Dated: 12/20/2024

Lyon County Utilities
David Bruketta
Utilities Director
Lyon County Utilities Department
(775)246-6220

Unofficial Copy

Acknowledgment of Receipt

The Developer/Owner hereby acknowledges that Developer/Owner has received this Notice of Present Inability to Provide Sewer Service; the Final Report from AtkinsRealis dated October 19, 2024; the Lyon County Media Release dated October 25, 2024; and the County Manager Letter dated October 24, 2024, all of which are attached hereto and incorporated herein by this reference.

Developer/Owner has read and understands all of these documents and has been encouraged to seek legal advice on any aspect of them which remains unclear before deciding whether to undertake further development efforts. Developer/Owner may choose to undertake further development efforts such as subdivision improvements knowing (a) the County may be unable to provide sewer services to any further buildings or fixtures, and (b) County and Developer/Owner do not know when such service will be available. **Developer/Owner, therefore, knowingly and voluntarily assumes all risks and liability for choosing to continue its efforts and/or undertake certain improvements, including, but not limited to, the risks listed in the Notice above and the possibility that sewer service and other utilities may not be provided to this project.**

The Developer/Owner has such knowledge and experience in development and business matters as to be capable of evaluating the benefits and risks of moving forward at this time, including access to competent, independent legal advice, with the knowledge that sewer service may not be available at the time Owner seeks additional permits or certificates of occupancy and/or in the foreseeable future. Owner acknowledges this risk and voluntarily assumes all the risk of loss that may be suffered and caused by any delay in providing and/or any inability of the County to provide sewer service to this project.

In sum, Developer/Owner acknowledges that Developer/Owner has had the opportunity to seek independent legal and financial advice, and having done so, submits this Application with the understanding that Developer/Owner assumes all risk of loss and delay that may result from the County's conditional or unconditional approval of it.

Dated this 16 day of April, ~~2024~~ 2025

OWNER: Heritage Ranch LLC

By: Leo Hanly

TITLE: President

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BOARD OF COUNTY COMMISSIONERS
LYON COUNTY NEVADA
27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6531 Fax: (775)463-6533

Wes Henderson, District 1
Scott Keller, District 2
Tammy Hendrix, District 3
Robert Jacobson, District 4
Dave Hockaday, District 5

Andrew Haskin
County Manager

News Release
FOR IMMEDIATE RELEASE
October 25, 2024

Media Contact
Taylor Allison
Emergency Management & Government Affairs
Phone: (775) 344-8325
Email: tallison@lyon-county.org

Lyon County Must Pause Issuance of Will-Serves, Final Maps and Building Permits in Dayton Due to Design Flaws in Aspen Creek Rapid Infiltration Basins (RIBs)

Dayton, Nevada – Lyon County Utilities has received a comprehensive engineering report from AtkinsRealis, revealing significant design flaws in the Aspen Creek Rapid Infiltration Basins (RIBs), which have hindered the system's ability to meet its designed effluent disposal capacity. **As a result, effective immediately, Lyon County does not have the effluent disposal capacity to support additional growth within the Dayton Sewer Service Area and, therefore, cannot issue new will-serve letters, final maps, or building permits for developments in Dayton that will contribute additional sewer flows until a solution is identified and implemented.**

If a developer desires to do so, Lyon County will continue to process new applications for Final Maps and Improvement Permits to keep projects moving through the process until the above-described issues are resolved. This action does not affect existing residents or developments with already issued building permits.

The Aspen Creek RIBs were originally designed by DOWL to dispose of 1.4 million gallons of treated effluent per day (MGD) to support Dayton's growing community. Construction began in October 2022, with the project reaching substantial completion by July 2023. However, in October 2023, standing water (ponding) and rising groundwater (mounding) were observed in the basins—indications that the RIBs were not functioning as designed.

In response, Lyon County launched an investigation, first enlisting DOWL, and later signing a contract with AtkinsRealis in May 2024 to perform a thorough review of the RIBs' design and operations. The final report, submitted by AtkinsRealis on October 19, 2024, confirmed that the RIBs' actual disposal capacity is only 25% of the designed amount, or 350,000 gallons per day.

Lyon County is actively working to resolve the issue, including the scheduling of discussions with the Nevada Division of Environmental Protection (NDEP) and AtkinsRealis to evaluate both short- and long-term solutions that will mitigate the practical effect of this unexpected reduction in capacity and minimize impacts on continued development in Dayton. The County is also engaging with the development community to find potential solutions for effluent disposal.

Unofficial Copy

Gmail

David Bruketta <dbruketta@lyon-county.org>

Dayton Effluent Disposal Capacity and Future Development

1 message

Andrew Haskin <ahaskin@lyon-county.org> Thu, Oct 24, 2024 at 1:57 PM
Bcc: dbruketta@lyon-county.org

October 24, 2024

Dear Dayton Development Community:

Lyon County Utilities has received an engineering report from AtkinsRealis that identifies serious design flaws with the Aspen Creek Rapid Infiltration Basins (RIBs). The Aspen Creek RIBs are failing to perform to their designed disposal capacity. As a result, Lyon County does not have the effluent disposal capacity to support additional growth and, therefore, cannot issue new will-serve letters, final maps, and building permits that will contribute additional sewer flows in Dayton, effective immediately. This will not affect current residents or developments that have already received building permits. Lyon County is taking immediate steps to mitigate the serious effect of these flaws and gain additional effluent disposal capacity in order to resume continued development as soon as possible. A summary of the project, timeline, consequences, and plans for moving forward follows.

With an original designed capacity of 1.4 Million gallons per day (MGD), the Aspen Creek RIBs were supposed to meet the County's effluent disposal needs for future growth in Dayton. Construction began in October of 2022, and by May-June 2023, the County started the commissioning process, reaching substantial completion of the project in July of 2023. This additional capacity is also a vital component of the Rolling A Treatment Plant expansion project so that treatment and disposal capacity match each other.

In October 2023, Lyon County Utilities personnel noted standing water (ponding) in the basins, which was not expected for these RIBS. Over the next three months, the ponding levels continued to worsen. By the end of December 2023, the groundwater was also rising (mounding) and approaching the minimum separation level from the bottom of the RIB. By January 2024, the ponding in the RIBs reached the maximum permitted level, and the mounding in monitoring well 1 exceeded the minimum permitted level of separation between the bottom of the RIB and the groundwater. In January 2024, Lyon County issued a Task Order to DOWL to investigate the cause of the observed ponding and mounding. In March 2024, DOWL finished their investigation and noted that their findings were inconclusive as to why the RIBs were not functioning as anticipated.

Lyon County Utilities sought the help of an independent engineering firm to determine the cause of the problems with mounding and ponding. In May 2024, Lyon County signed a contract with AtkinsRealis to review the Aspen Creek RIB project design and operations data, provide improvement recommendations, and serve as a technical advisor on this matter to Lyon County. Between May and October 2024, AtkinsRealis conducted their review of the design of the Aspen Creek RIBs. On October 19th, 2024, AtkinsRealis submitted its final report and conclusions. AtkinsRealis concluded that major design errors made by DOWL are the primary cause of the reduced capacity at the Aspen Creek RIBs. The report states that the actual capacity of the Aspen Creek Rapid Infiltration Basins is roughly 25% of the designed capacity, or 350,000 gallons per day, versus the designed capacity of 1.4 Million gallons per day. In addition, the report recommends some corrective measures that, if implemented, may increase the capacity of the RIBs; but, unfortunately, the capacity of the RIBs will never reach their original design capacity.

Based on the effluent disposal capacity of the Aspen Creek RIBs estimated in the AtkinsRealis Report, Lyon County Utilities does not have enough disposal capacity to serve new growth and is currently unable to issue new will-serve letters in the Dayton sewer service area. Additionally, Lyon County Community Development and Utilities are unable to approve new final maps or issue building permits for new construction in the Dayton sewer service area. Existing residents and permits will not be affected. Lyon County Utilities will meet with NDEP soon to discuss this issue and explore options to minimize the impact on development and the community.

If the developers desire to do so, Lyon County will continue to process new applications for Final Maps and Improvement Permits to keep projects moving through the process. However, Lyon County is unable to issue final approvals or building permits until an effluent disposal solution is identified, approved, and implemented.

Lyon County will work diligently to resolve the effluent disposal problem in Dayton, including working with DOWL to maximize the capacity at the Aspen Creek RIBs. Additionally, Lyon County is engaging AtkinsRealis to evaluate both short and long-term solutions, which includes assessing RIB operations and determining what can be done, if anything, to

Unofficial Copy

Exhibit B

Unofficial Copy

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-county.org

January 7, 2026

Leo Hanly
P.O. Box 489
Reno, NV 89521

RE: Release of Improvement Bond for the Heritage Ranch, Phase 4 subdivision.

Dear Mr. Hanly:

At their regularly scheduled meeting held on **January 5, 2026,** the Lyon County Board of Commissioners, approved the release of the Improvement Bond associated with Heritage Ranch, Phase 4, Subdivision, to be replaced with a 10% Maintenance Bond.

Enclosed please find Warranty Bond # 800214175 in the amount of $361,950.00 held by the Lyon County Clerk/Treasurer's. Upon receipt, please sign and email a copy of this letter to, sjuntunen@lyon-county.org, for our file.

Feel free to contact this office if you have any further concerns.

Sincerely,

Shannon Juntunen

Shannon Juntunen
Lyon County Planning Technician

CC: File
Lyon County Clerk Treasurer

By my signature, I acknowledge receipt of Improvement Bond # 800214175 in the amount of $361,950.00 that was being held by Lyon County for Heritage Ranch, Phase 4, Subdivision.

Received by: _____ Date 1/8/26

Bond No. EACX4043916

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we: **V & C Construction, Inc.** , as Principal, and **Endurance Assurance Corporation ,** a Corporation organized and existing under the laws of the State of Delaware an authorized to do business as a Surety in the State of Nevada , as Surety, are held and firmly bound unto the Lyon County Community Development , as Obligee, in the amount of **One Hundred Eighty Eight Thousand Nine Hundred Forty and 00/100**** Dollars ($ **188,940.00**), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this 5th day of January , 2026.

WHEREAS, the above bounded Principal has agreed to provide a warranty for all workmanship and materials used in offsite improvements at : Heritage Ranch Phase IV – Waterline, Sewer Line and all appurentences, new sidewalk, curb, gutter ADA ramps and Paving

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounded Principal shall well and truly keep, do and perform, each and every, all and singular, the matter and things provided in the one (1) year warranty and shall pay over, make good and reimburse to the above-named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect until all correctable items have been addressed and approved by obligee.

V & C Construction, Inc.
Principal

By: _____

Endurance Assurance Corporation
Surety

By: _____
Attorney-in-Fact, Joseph A Clarken, III

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11099

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Brandon McKee, Chrystal R. Hedges, David J. McKee, Jennifer Castillo, Joseph A. Clarken, III, Melanie Ankeney, Patrick R. Hedges, Raymond Klucznik**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation	**Endurance American Insurance Company**	**Lexon Insurance Company**	**Bond Safeguard Insurance Company**
By: **Richard Appel; SVP & Senior Counsel**	By: **Richard Appel; SVP & Senior Counsel**	By: **Richard Appel; SVP & Senior Counsel**	By: **Richard Appel; SVP & Senior Counsel**

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC

Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of January, 2026

By: Daniel S. Lune, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
13.a

Subject:
For Possible Action: Approve a contract between SCHEELS All Sports, Inc and Lyon County for the donation of $4,000 to be used for the purchase of a scoreboard for the Silver Stage ballfield. (Facilities Director, Doug Homestead)

Summary:
Approve a contract between SCHEELS All Sports, Inc and Lyon County for the donation of $4,000 to be used for the purchase of a scoreboard for the Silver Stage ballfield.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Scheels Contract Scoreboard Silver Stage

SCHEELS All Sports, Inc. & Lyon county
Partnership Agreement

This Agreement is entered into between Lyon County (hereinafter “LC”) and SCHEELS All Sports, Inc., a North Dakota Corporation d.b.a. SCHEELS (hereinafter “SCHEELS”).

1. Purpose: Pursuant to this agreement, Lyon County will provide advertising rights for SCHEELS as specified in this contract agreement.

2. Term: This agreement shall commence on this October 16, 2025 (hereinafter “Effective Date”), and shall continue in full force until December 31, 2035 (hereinafter “Termination Date”), unless terminated earlier by either party.

3. Advertising Rights: Lyon County will provide the following to SCHEELS for the duration of this agreement:
    a. SCHEELS logo to be permanently placed on scoreboard for the entire duration of contract
4. Responsibilities of Lyon County: Lyon County shall represent the designation of SCHEELS advertising rights in a professional manner, shall maintain the official logo and all signage in a professional manner and SCHEELS will have no obligation or responsibility for signage nor bear any additional expense in connection with maintenance, installation or repair. If Lyon County does not execute agreed upon assets listed in 3. Advertising Rights or they are not to SCHEELS standards, SCHEELS has the right to adjust contract as necessary, including and up to termination.

5. Responsibilities of SCHEELS: SCHEELS shall provide the following to Lyon County during the term of the agreement.
    a. $4,000 to be paid directly to the County given a valid W-9 is presented beforehand

6. Notices: Any demand, notice or request provided for by this Agreement shall be sent in writing, addressed to the party to whom notice is to be given or to whom a demand or request is to be made, and delivery shall be made by facsimile, or certified mail, by means of which the sender obtains a receipt of deliver from the carrier.

    Notices to Lyon County shall be addressed as follows:

Lyon County	SCHEELS All Sports
27 S Main Street Yerington NV, 89447	1200 Scheels Dr., Sparks, NV 89434
775-232-6919	775-331-2700
omagoshcaren@gmail.com	Enperez@scheels.com

7. Rights of First Refusal: SCHEELS shall have right of first refusal to renew this agreement.

8. Entire agreement: This Agreement contains the entire understanding between the Parties and supersedes any and all prior arrangements, agreements, communications, or representations, either oral or written. This Agreement may not be modified or amended, except by a further written instrument or by an amendment to this Agreement signed by each of the parties hereto.

SCHEELS All Sports, Inc.	Lyon County
By:_____	By:_____
Print:_____	Print:_____
Date:_____	Date:_____

This Compliance Agreement (this "Agreement") made on _____ by and between Scheels All Sports, Inc., a North Dakota corporation ("Scheels"), and the person(s) and/or entity(ies) identified on the signature page hereto ("Participant", whether one or more).

WHEREAS, Scheels and Participant have entered into or may enter into an advertising, promotional, marketing or like arrangement (however titled and evidenced) (the "Promotional Arrangement"). The terms of which shall be separately agreed to, in writing or otherwise, by Scheels and Participant.

WHEREAS, As a material inducement to Scheels entering into and/or continuing the Promotional Arrangement, Scheels requires that Participant agree to all terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Compliance with Law. Participant shall comply with all federal, state, and local laws and regulations applicable to its performance under the Promotional Arrangement and to all of Participant's

activities generally, including, but not limited to: (a) all laws and regulations relating to consumer privacy, marketing, advertising, and promotions; (b) all laws and regulations relating to internet advertising and user privacy, including, but not limited to, the California Consumer Privacy Act and the Children's Online Privacy Protection Rule; (c) all laws and regulations relating to telephonic communications, facsimile communications, text messaging, e-mail and any other medium of communications, including, but not limited to, the Telephone Consumer Protection Act of 1991; and (d) all laws and regulations applicable to lotteries, giveaways and raffles. The foregoing list is meant to be demonstrative only and in no event shall any portion of this Section be interpreted to limit Participant's obligation to comply with all laws, ordinances, rules and regulations of any kind which are applicable to Participant's performance under this Agreement, the Promotional Arrangement or Participant's activities generally.

2. Social Media Policies. Participant shall at all times comply with all rules, policies and guidelines relating to or governing use of any social media site, including, but not limited to Facebook, Instagram, Snapchat and Twitter, as promulgated or made available by any such site.

3. Scheels Policies. Participant shall comply with all rules, policies and guidelines that have been provided or made available by Scheels, including, but not limited to, rules relating to use of Scheels' logos, trademarks, tradenames, or other intellectual property, rules relating to professionalism and conduct, and any other rules as may be promulgated by Scheels.

4. Indemnity. Participant shall indemnify, defend and hold harmless Scheels, its owners, directors, officers, employees, agents, representatives, consultants, and contractors, from and against any and all loss, costs penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities, arising out of, resulting from, or in connection with Participant's performance under this Agreement, the Promotional Arrangement and all of Participant's activities generally, including, but not limited to, the obligations contained in Sections 1-3 of this Agreement.

5. No Agency. Nothing in this Agreement, the Promotional Agreement or any other agreement (however titled and however evidenced) shall be interpreted to create a partnership, joint venture, employment or agency relationship between the parties, and no such partnership, joint venture, employment or agency relationship exists.

6. Force Majeure. Any prevention, delay or stoppage due to epidemic, pandemic, strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, fire or other event beyond the reasonable control of the party obligated to perform under the Promotional Arrangement shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, provided, however, that in no event shall Participant be relieved from compliance with the terms of this Agreement at any time, including during any event of force majeure described herein.

7. Effect of Agreement. This Agreement is an independent agreement supported by separate consideration and is effective apart from the Promotional Arrangement. This Agreement shall survive the termination of the Promotional Arrangement. In the event of any conflict between the terms of this Agreement and the writings constituting the Promotional Arrangement, the terms of this Agreement shall

control in all cases. Except as modified by this Agreement, all other terms and conditions of the Promotional Arrangement are unmodified and shall remain in full force and effect.

Signature: _____ Date:_____

Company:_____

Name, Title:_____

Signature: _____ Date:_____

SCHEELS ALL SPORTS INC.

Marketing Leader

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
14.a

Subject:
For Possible Action: To approve the request from Outpost Land Company, LLC for a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels that total approximately 1.02 acres in Silver Springs at 3845 and 3855 Elm Street (APNs 018-405-49 and 018-405-50); PLZ-2025-090 (Senior Planner Louis Cariola).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- STAFF REPORT
- Project Narrative
- Photos of 3845 & 3855 Elm St

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-county.org

BOARD OF COUNTY COMMISSIONERS

PLZ-2025-090

Proposed Action	Zoning Map Change
Meeting Date	February 5, 2026
Property Owners	Outpost Land Company, LLC (Dylan Blair)
Applicant	Outpost Land Company, LLC (Dylan Blair)
Representative	see above
Community	Silver Springs
Location	3845 and 3855 Elm Street
Parcel Number(s)	018-405-49 and 018-405-50
Parcel Size(s)	0.51 acres each: approximately 1.02 acres in total
Master Plan	Suburban Residential
Current Zoning	Title 10 district of C2 (General Commercial District)
Proposed Zoning	SR-1/2 (Suburban Residential, ½-acre minimum)
Case Planner	Louis Cariola

REQUEST

The Applicant requests a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels, each approximately 0.51 acres in size.

PLANNING COMMISSION RECOMMENDATION

At the January 13, 2026 Planning Commission meeting, the Planning Commission voted unanimously (7-0) to forward a recommendation of approval for the Zoning Map Amendment request based on the Findings listed in the staff report, as the request is in general conformance with the 2020 Comprehensive Master Plan designation for the property. A Zoning Map Amendment request cannot be conditioned.

RECOMMENDED MOTION

If the Board of County Commissioners determines that they will approve the requested Zoning Map Amendment application to the Board of Commissioners, then the Board of County Commissioners should make a motion similar to the following.

The Lyon County Board of County Commissioners finds that:

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

B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title; and

C. The proposed amendment is compatible with the actual or master planned adjacent uses.

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the request from Outpost Land Company, LLC for a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels that total approximately 1.02 acres (APNs 018-405-49 and 018-405-50); PLZ-2025-090.

Alternatives to Approval

Alternative Motion for Continuance

If the Board of County Commissioners determine that there is insufficient information with which to make a decision on the Zoning Map Amendment application before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then they should make the appropriate findings and move to continue the Public Hearing for the Zoning Map Amendment application to a future date with concurrence from the applicant.

If so, then the Board of County Commissioners may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners finds that:

A. Additional information, discussion, and public review are necessary for a more thorough review of the proposed Master Plan Amendment application.

Based on the aforementioned finding, and with the applicant's concurrence, the Board of County Commissioners continues the request from Outpost Land Company, LLC for a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels that total approximately 1.02 acres (APNs 018-405-49 and 018-405-50); PLZ-2025-090 for ___ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should recommend denial of the Zoning Map Amendment application, then the Board of County Commissioners may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners has considered:

When making an approval, modification or denial of an amendment to the master plan land use map or text, the commission and the Board shall, at a minimum, consider each of the following and base approval, modification, or denial based on the combined weight of the findings. Each finding shall be supported by a statement of evidence, facts and conclusions.

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;

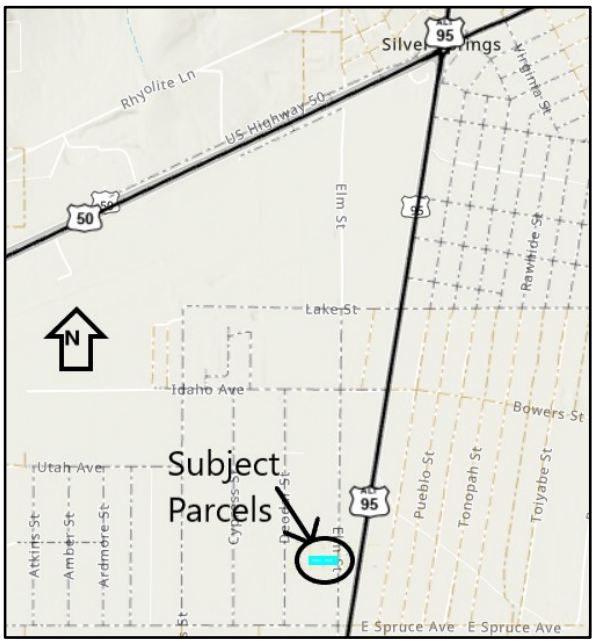
C. That the proposed amendment is compatible with the actual or master planned adjacent uses.

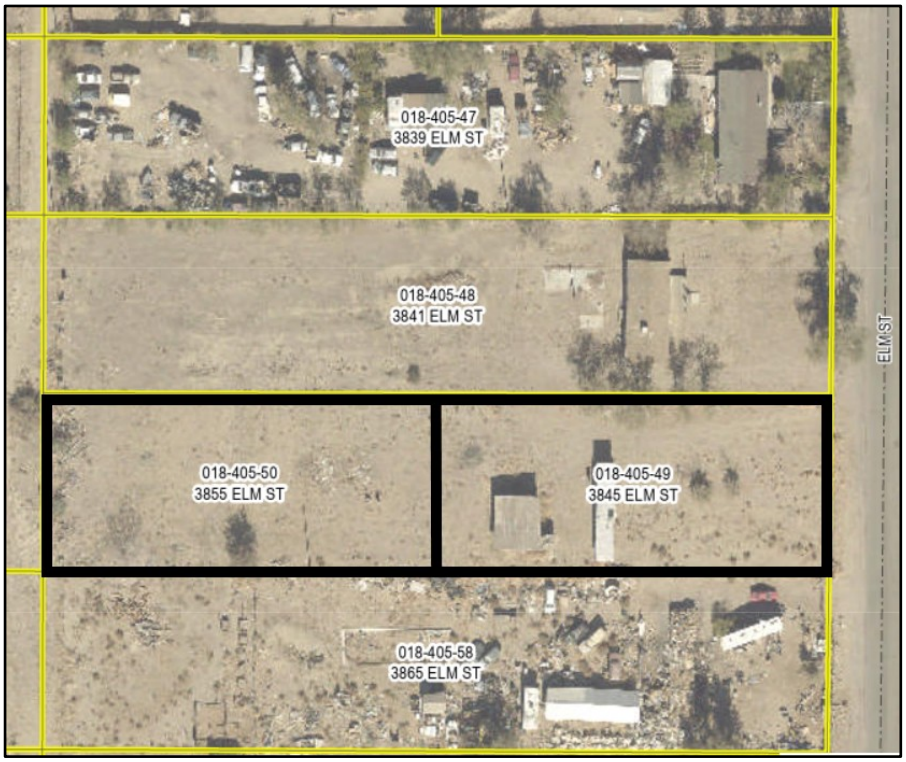
After consideration of the above-listed Findings, the Lyon County Board of County Commissioners has determined that the Amendment would not be in conformance with the above-listed considerations and makes a motion of denial for the request from Outpost Land Company, LLC for a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels that total approximately 1.02 acres (APNs 018-405-49 and 018-405-50); PLZ-2025-090.

BACKGROUND INFORMATION

Location, Size, Topography, and Use

The subject parcels are located in Silver Springs, west of US Highway 95A, and generally south of the intersection of the Highway 95A's intersection with US Highway 50. There are two subject parcels with common ownership, each approximately 0.51 acres in size with addresses of 3845 and 3855 Elm Street. Only 3845 has direct connection to Elm Street. Existing access to 3855 Elm Street is through 3845 Elm Street.



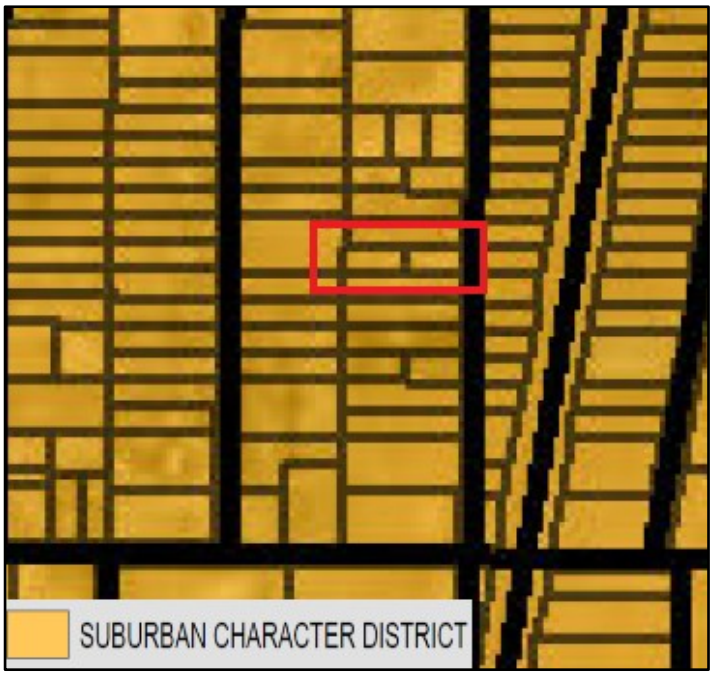


As depicted in the site plan below, provided by the applicant, there is a non-habitable manufactured home on 3845 Elm Street and an out building: 3855 Elm Street is vacant. Formal access to 3855 Elm Street will have to be established via an easement or other such instrument prior to approval of future development plans.

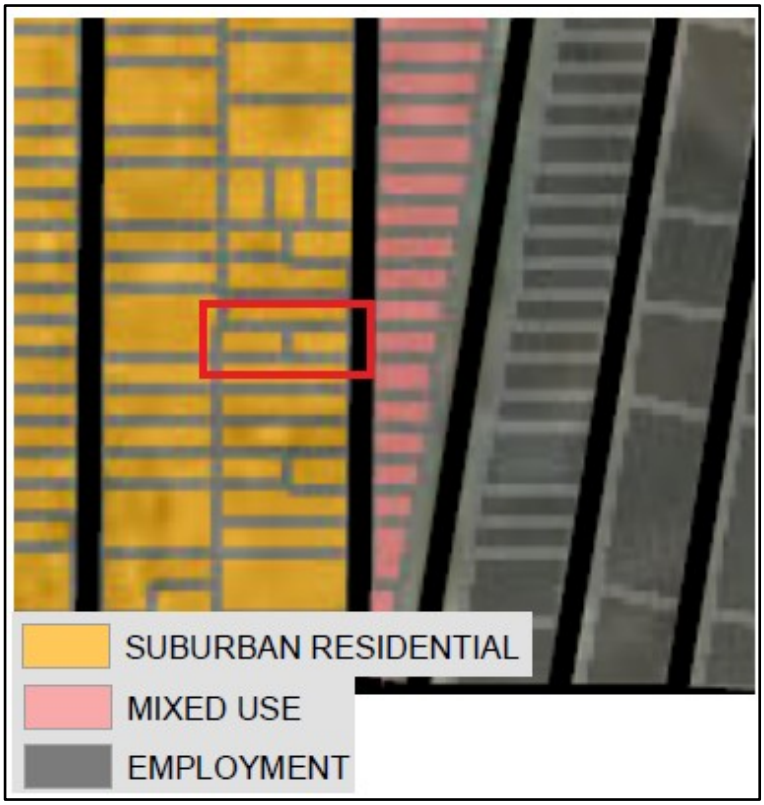
MASTER PLAN AND ZONING

The site is within a homogenous region of Suburban Character District per the Silver Springs Character District Map adopted with the 2020 Master Plan.

Character District is Suburban



Master Plan is Suburban Residential

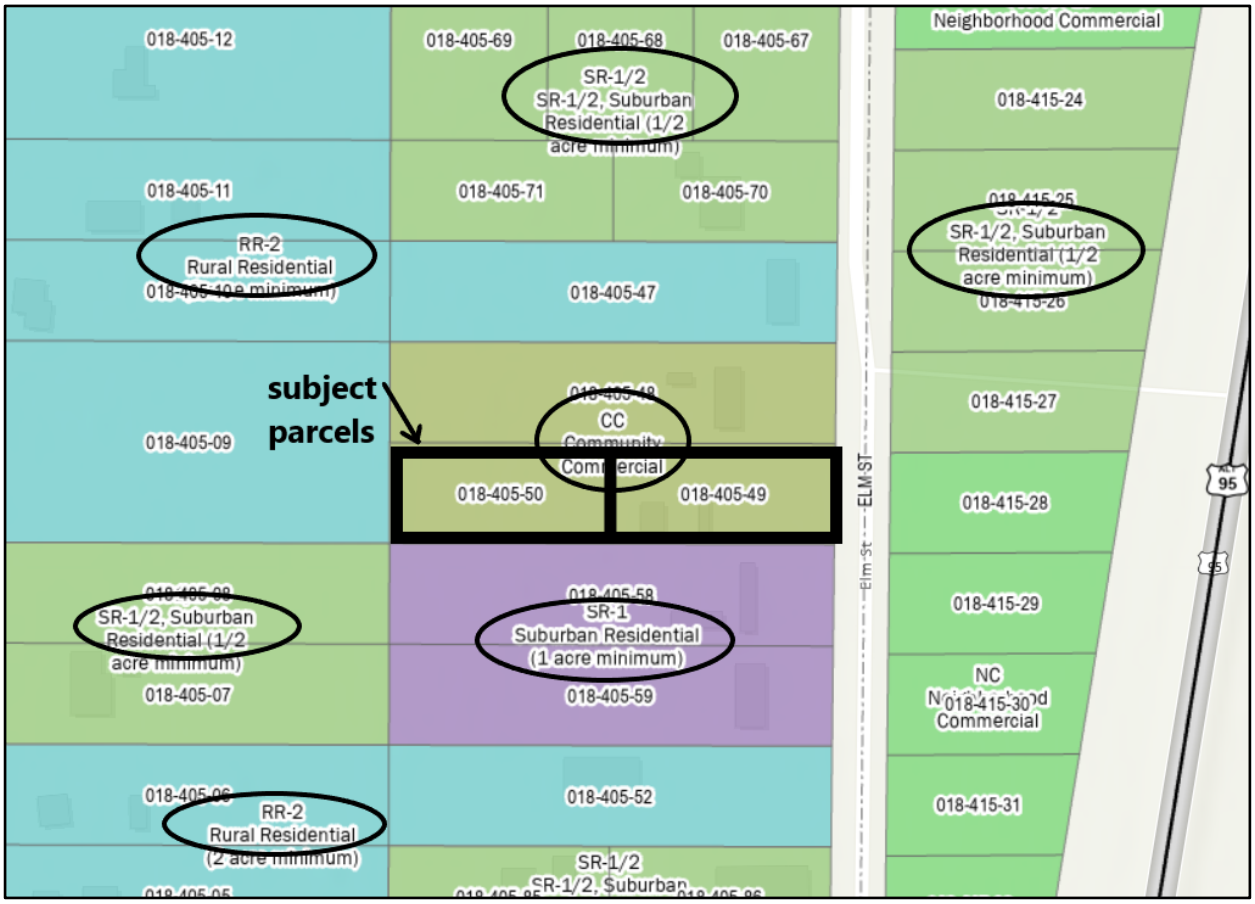


Zoning: existing and proposed

The applicable zoning for the subject parcel is C2 (General Commercial District), a district name from the County's expired development code. In 2018 the County adopted Title 15 with Appendix A, the Zoning Consistency Matrix. The Matrix "converts" expired district names to the applicable and current Title 15 district. The applicable zoning today is CC (Community Commercial) for the subject parcels, a district that per the 2020 Master Plan, is not "compatible" with the existing Master Plan designation of Suburban Residential.

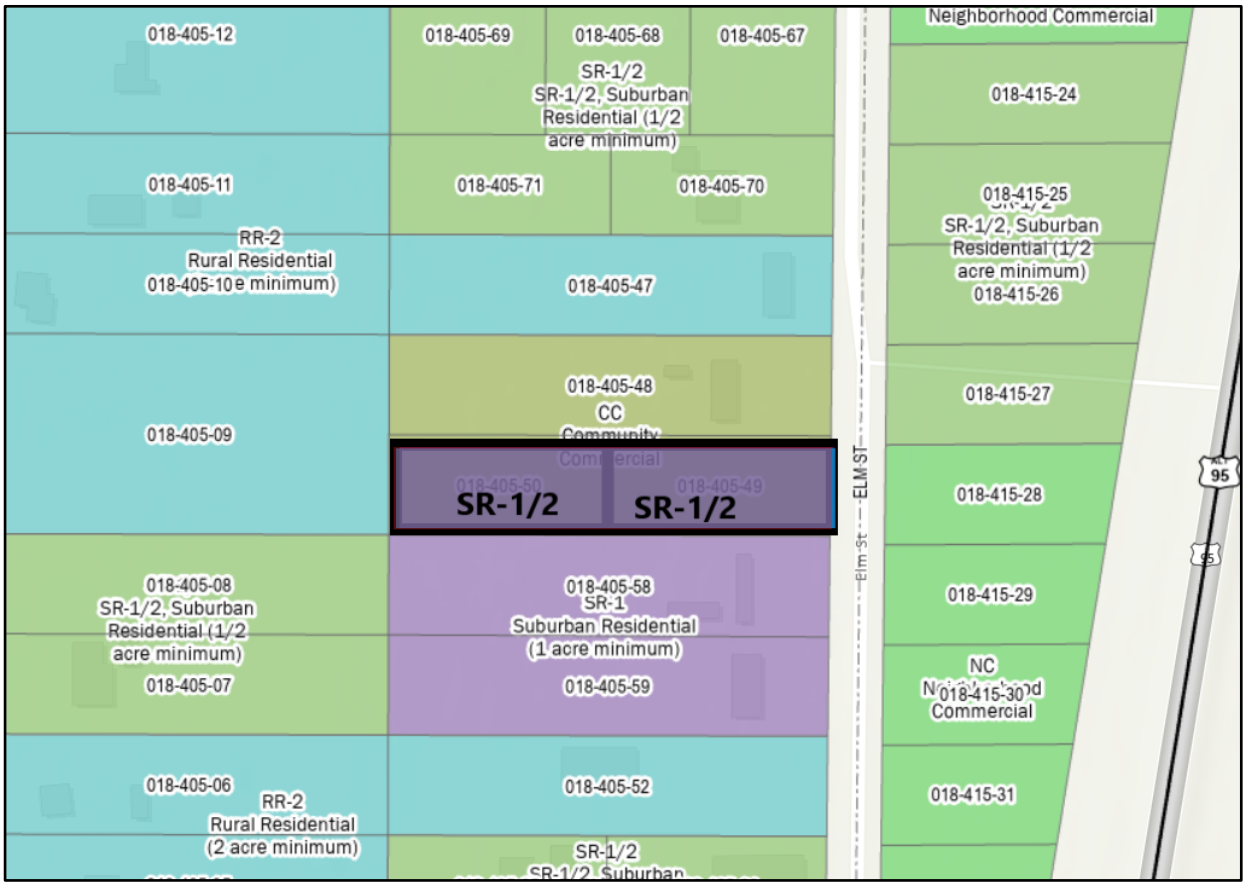
The listed zonings in the images that follow are the applicable districts for the subject parcel and surrounding parcels from Title 15, all converted through the Matrix. Surrounding zoning districts include SR-1/2, SR-1 (Suburban Residential, 1-acre minimum) and RR-2 (Rural Residential, 2-acre minimum). As seen below, the region has a patchwork of zoning districts with most of the existing designations being consistent with the Master Plan designation.

Current applicable zoning is CC



Proposed Zoning is SR-1/2

The proposed zoning of SR-1/2 would provide for a compatible district with the Master Plan and the existing parcel size. Additionally, recognizing the existing zoning districts and uses in the region, the proposed residential district allows a maximum of one dwelling unit plus an one accessory dwelling unit per parcel, would provide for development potential that will complement the surrounding parcels.



The purpose of the zoning district per Title 15 is as quoted below:

15.312.03: SUBURBAN RESIDENTIAL, 1/2 ACRE MINIMUM (SR-1/2):

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……

Per Title 15, the allowed uses in the SR-1/2 district are as listed below. Uses with a "C" indicate that approval of a Conditional Use Permit is required for the use to commence.

Home Based Business
Residential Accessory Use/Structure
Single Family Dwelling
Public Assemble –(over 350 attendees: C)
Daycare (less than 6 clients, children or adults)
Community Gardens
Parks/Playgrounds
School (K-12) -C
Transmission Lines – C
Home Occupation
Accessory Dwelling Unit
Group Living Facility (over10 residents: C)
Public Safety Facility
Athletic fields or courts
Golf Course
Private Residential Recreation
Power Substations – C

STAFF REVIEW AND COMMENTS

The proposed zoning map amendments for the subject parcels are first reviewed by staff and the Planning Commission, who make recommendations to the Board of Commissioners. The Board makes the final vote on whether or not to approve the request.

FINDINGS FOR REVIEWING A ZONING MAP AMENDMENT REQUEST

Chapter 15.220.05 of Lyon County Code states that when considering approval of a zoning map amendment, three Findings must be considered and supported by a statement of evidence, facts and conclusions. Staff has included those three Findings in **bold type** below. Each Finding is listed with the applicant's response in *italics* and then staff's comments.

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

Applicant's Response

The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan. The Master Plan designation for both parcels is Suburban Residential, as are the designations of the surrounding parcels in the Silver Springs #2 Subdivision.

Staff Comment

The applicant's response is generally supported by staff as the existing zoning is not compatible with the Master Plan and the proposed zoning is compatible. The proposed zoning amendment to SR-1/2 supports the following Master Plan Policies:

- Policy LU 1.1: Follow Development Patterns as Established in the Land Use Plan
- Policy LU 1.2: Residential Development Patterns in Neighborhoods
- Policy LU 2.1: Residential Development in Areas with Services
- Policy LU 2.2: Service Levels to Vary by Character Areas

Staff is able to make this Finding in the affirmative.

Finding B: The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

Applicant's Response

The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title. This site already is connected to Silver Springs Mutual Water, Lyon County Sewer and NV Energy. I also have the applicable "will serve" letters from the above utility companies to serve 3855 Elm St.

Staff Comment

Suburban Character areas are typically within or adjacent to public water and sewer facilities and have existing paved accesses. The site is within the service areas for the Silver Springs Mutual Water Company for water service and the Silver Springs GID for sewer service. Emergency services will be provided by the Central Lyon Fire Protection District and the Lyon County Sheriffs. Before future development is approved on 3855 Elm Street, the site will require a recorded easement to provide vehicular access to the site, most likely to be aligned through 3845 Elm Street. This Finding is met in the affirmative by staff.

Finding C: That the proposed amendment is compatible with the actual or master planned adjacent uses.

Applicant's Response

The proposed amendment is compatible with the actual or master planned adjacent uses. The proposed amendment will bring the parcel into conformance with its existing residential use and the surrounding neighborhood character as well as conform with the Lyon County Master Plan.

Staff Comment

As stated by the Applicant above, the subject parcels are located in a region of Lyon County that is appropriate for the proposed zoning and would bring the parcels into compliance with the Master Plan. The requested zone change will also limit future development to those that are compatible with the existing neighborhood. This Finding is met in the affirmative by staff.

Project Narrative – Zoning Map Amendment

Applicant: Outpost Land Company LLC
Assessor's Parcel Number (APN): 018-405-49 & 018-405-50
Location: 3845 & 3855 Elm St, Silver Springs NV
Current Zoning: C-2 (General Commercial)
Proposed Zoning: SR-½ (Suburban Residential – ½ Acre Minimum)

Project Description

Outpost Land Company LLC is requesting a zoning map amendment from C-2 (General Commercial) to SR-½ (Suburban Residential – ½ Acre Minimum) for the subject parcels listed above. 3845 Elm St (APN# 018-405-49**)** is currently developed with a manufactured home on the parcel and is being used as a residential dwelling. 3855 Elm St (APN# 018-405-50) is currently raw vacant land with no structures or existing utilities. The proposed zoning change will bring both parcels into conformance with its existing land use/surrounding neighborhood character as well as conform with the 2020 Lyon County Master Plan.

The site is located within a developed residential subdivision where the adjacent and nearby parcels are zoned residential and are primarily occupied by single-family manufactured homes. The current C-2 zoning designation is not consistent with the Lyon County 2020 Master Plan, the Silver Springs Land Use Map and the parcel's existing use. The Master Plan and Silver Springs Land Use map have this parcel designated as Suburban Residential.

Intended Use

Following approval of the zoning map amendment, the parcel will continue to be used for residential purposes. The applicant intends to maintain the residential use of 3845 Elm St and potentially place a brand new manufactured home on 3855 Elm St. No commercial development is proposed.

Infrastructure and Services

3845 Elm St is already connected to Silver Springs Water, Lyon County Sewer, and NV Energy for Electricity. Access to the site is provided by an existing paved public roadway.

Applicable "Will Serve" letters have already been obtained for 3855 Elm St.

Justification for the Request

The requested zoning map amendment aligns with the Lyon County Master Plan with its existing suburban residential use and the surrounding residential development, The Master Plan designation for both parcels is Suburban Residential, as are the designations of the surrounding parcels in the Silver Springs #2 Subdivision.

3845 & 3855 Elm Street Photos

3845 & 3855 Elm Street Photos

3845 & 3855 Elm Street Photos

3845 & 3855 Elm Street Photos

3845 & 3855 Elm Street Photos

Community Development Department

Outpost Land Company, LLC Zoning Map Change

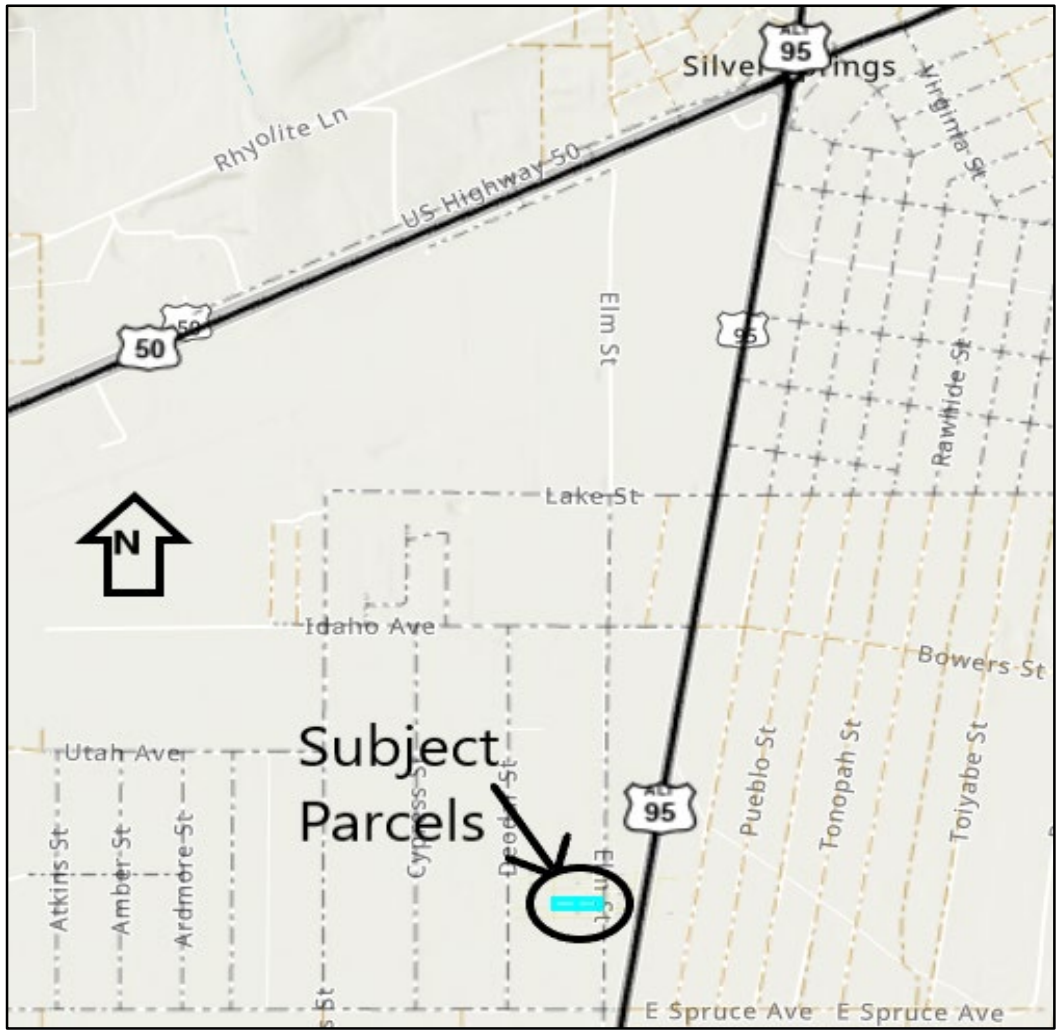
PLZ-2025-090

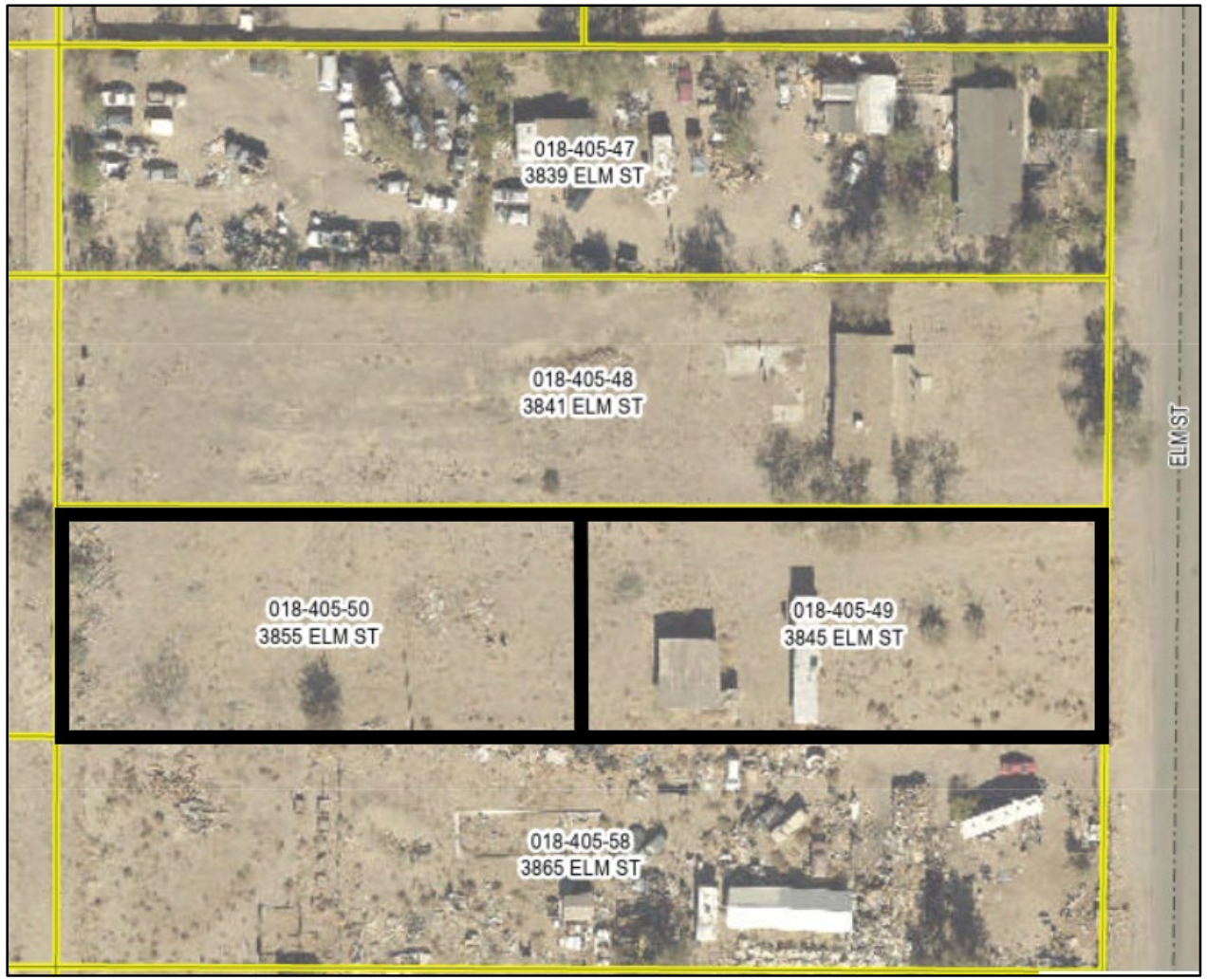
Board of County Commissioners

February 5, 2026

Community Development Department

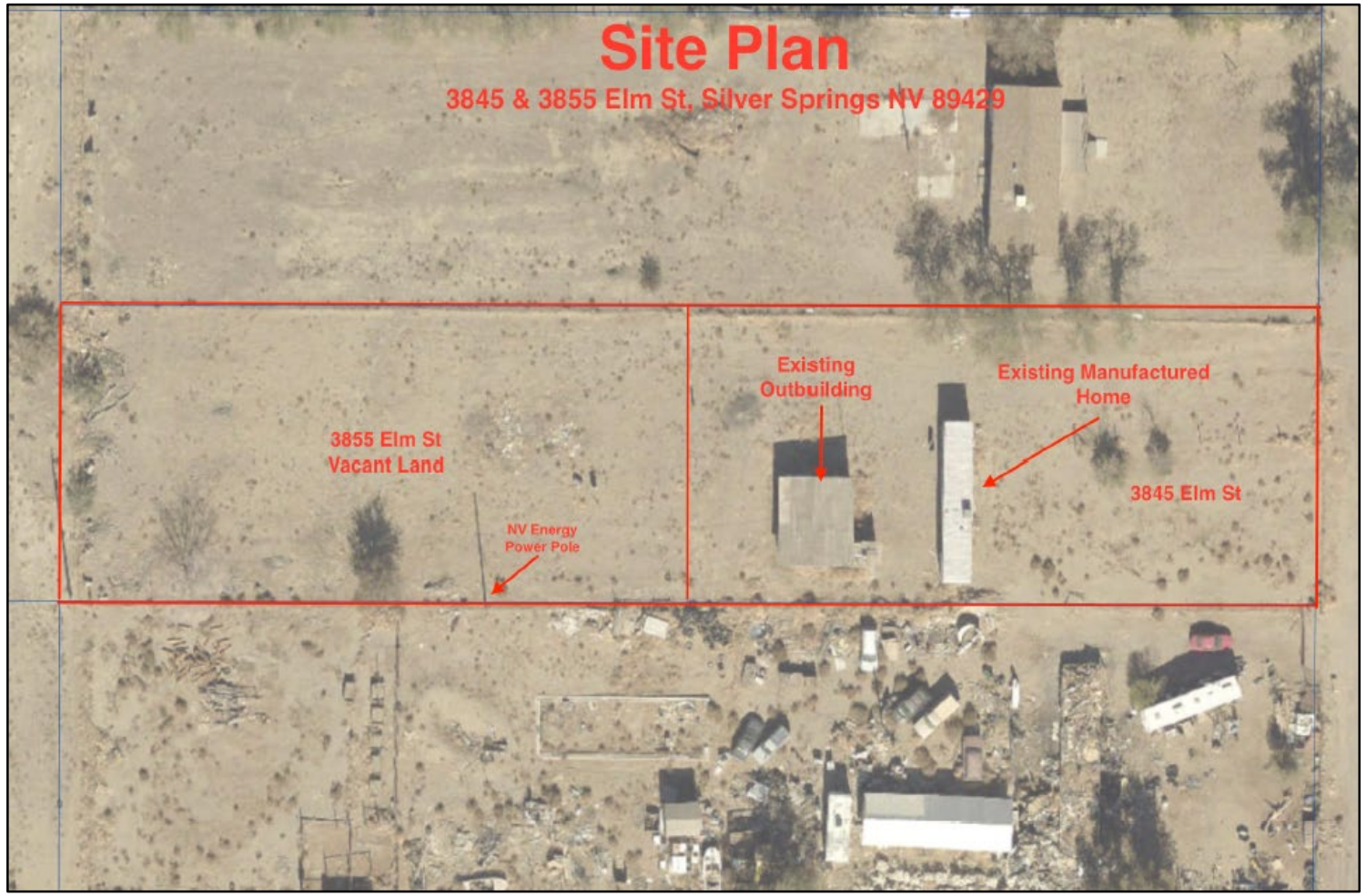
Silver Springs– 3845 and 3855 Elm Street
2 APNs: approximately 0.51 acres each





Community Development Department

Silver Springs– 3845 and 3855 Elm Street
2 APNs: approximately 0.51 acres each



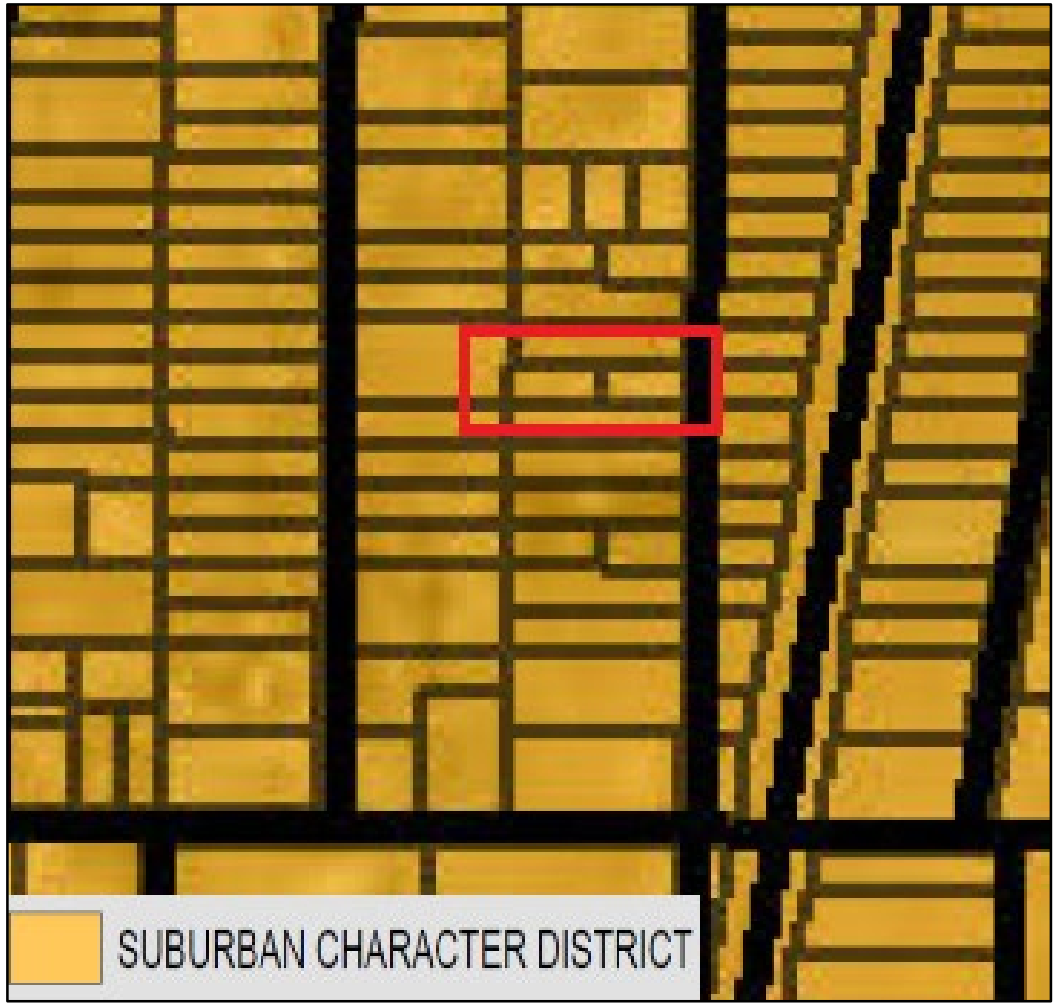
<u>Existing Development</u>

- non-habitable manufactured home on <u>3845 Elm Street</u> (eastern parcel); and
- an out building
- <u>3855 Elm Street is vacant</u>

- Formal access to 3855 Elm Street will have to be established via an easement or other such instrument prior to approval of future development plans.

Community Development Department

Master Plan: -Suburban Character District; and -Suburban Residential

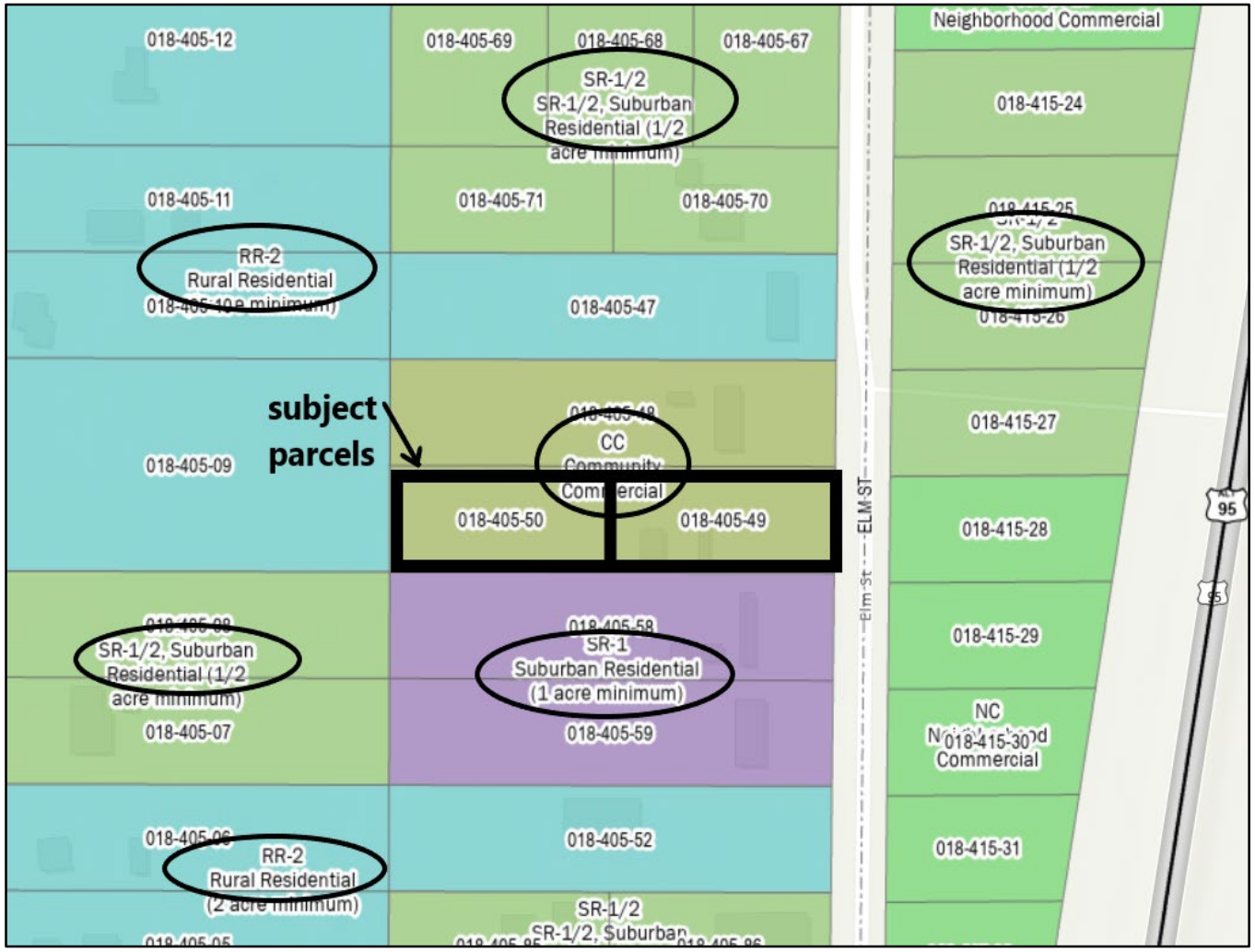


Service Areas

- Silver Spring Mutual Water Company for water
- Silver Springs GID for sewer

Community Development Department

Existing Applicable Zoning is CC (Community Commercial)



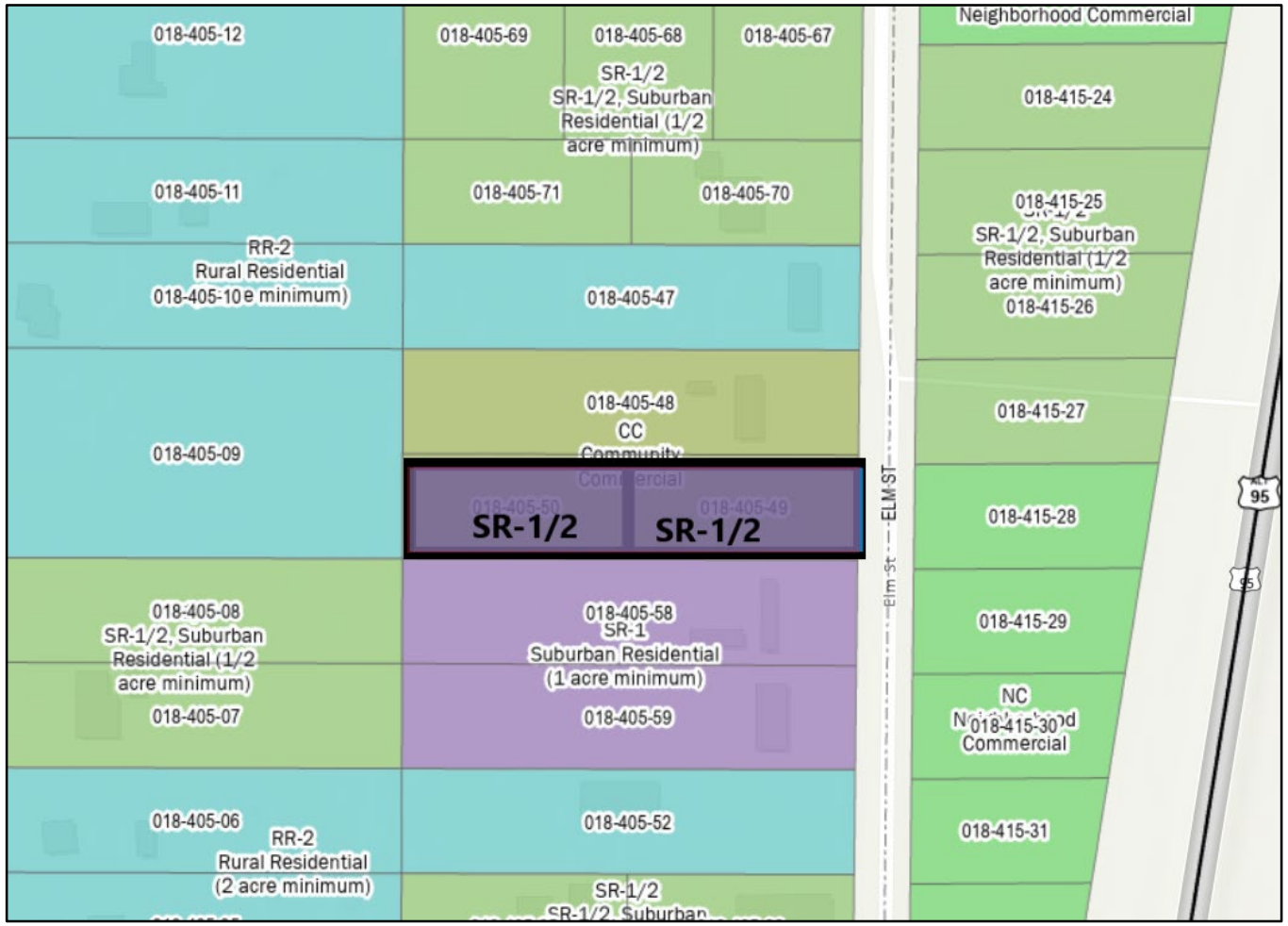
This region of the County includes a patchwork of applicable zoning districts including:

- Commercial zoning
- Half-acre residential zoning
- One-acre residential zoning
- Two-acre residential zoning

The existing zoning is not compatible with the MP designation of Suburban Residential.

Community Development Department

Proposed Zoning is SR-1/2 (Suburban Residential, 1/2-acre minimum)



This region of the County includes a patchwork of applicable zoning districts including:

- Commercial zoning
- Half-acre residential zoning
- One-acre residential zoning
- Two-acre residential zoning

The proposed zoning would match the parcel size and bring the site into conformance with the Master Plan.

Community Development Department

Proposed Zoning is SR-1/2 (Suburban Residential, 1/2-acre minimum)

15.312.03: SUBURBAN RESIDENTIAL, 1/2 ACRE MINIMUM (SR-1/2):

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……

Per Title 15, the allowed uses in the SR-1/2 district are as listed below. Uses with a "C" indicate that approval of a Conditional Use Permit is required for the use to commence.

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Residential Accessory Use/Structure
Single Family Dwelling
Public Assemble –(over 350 attendees: C)
Daycare (less than 6 clients, children or adults)
Community Gardens
Parks/Playgrounds
School (K-12) -C
Transmission Lines – C

Home Occupation
Accessory Dwelling Unit
Group Living Facility (over10 residents: C)
Public Safety Facility
Athletic fields or courts
Golf Course
Private Residential Recreation
Power Substations – C

Community Development Department

Findings – Zoning Map Amendment

Chapter 15.220.05 of the Lyon County Code list the **Findings** for staff, the Planning Commission, and the Board of Commissioners to consider when reviewing a **Zoning Map Amendment.**

Findings Highlights – summaries from Staff Report

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

- The proposed zoning is compatible with the Master Plan and the use supports MP Policies

Finding B: The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

- New development will be connected to public utilities and roadways and emergency services are coordinated

Finding C: That the proposed amendment is compatible with the actual or master planned adjacent uses

- The proposed zoning will bring the site into compatibility with the MP

Staff Report Correction

The “Alternative Motion for Denial” language is not correct: the Board makes the decision and does not forward a recommendation.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should ~~recommend~~ deny ~~denial of~~ the Zoning Map Amendment application, then the Board of County Commissioners may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners has considered:

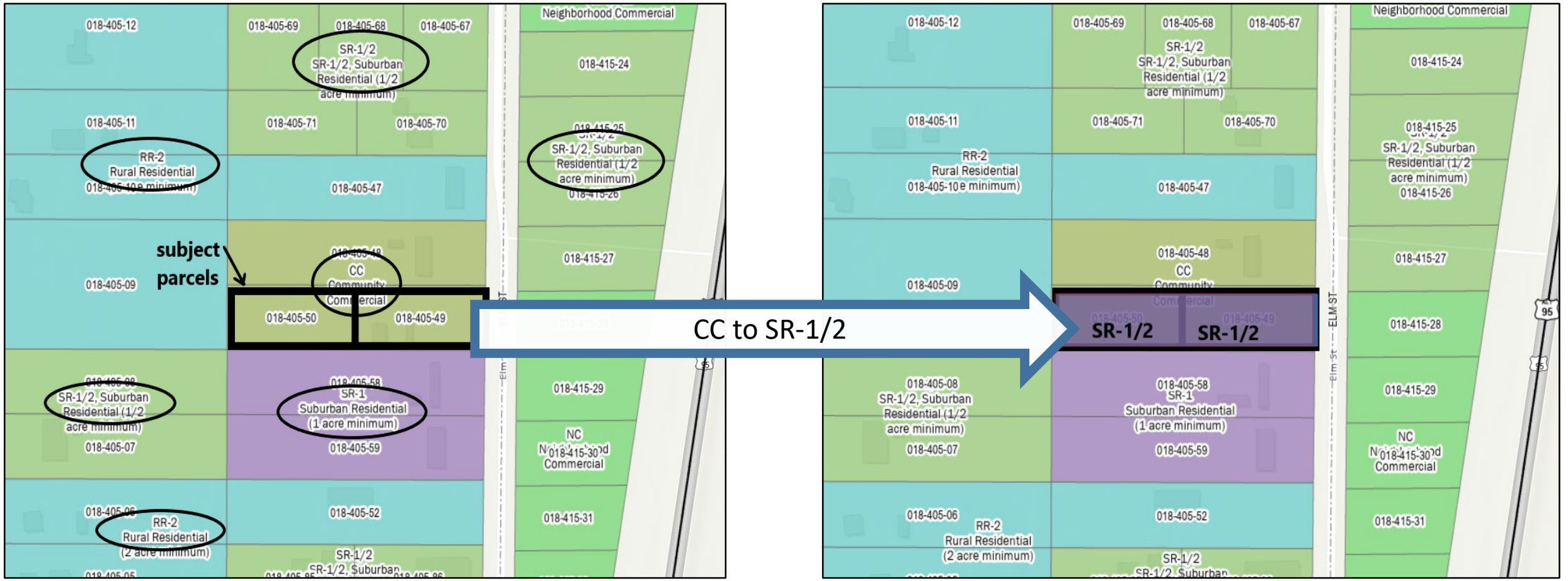
Recommendation and Motion

On January 13, 2025, the Planning Commission voted 7-0 to forward a recommendation of approval for the request for a Zoning Map Amendment.

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the request from Outpost Land Company, LLC for a Zoning Map Amendment to amend the Zoning designation from C-2 (General Commercial) to SR-1/2 (Suburban Residential, 1/2 acre minimum) on two parcels that total approximately 1.02 acres (APNs 018-405-49 and 018-405-50); PLZ-2025-090.

Community Development Department

Questions?



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
15.a

Subject:
For Discussion and Possible Action: To select a date and time for a Code Enforcement Workshop to review and discuss the current draft of the Code Enforcement Ordinance and other matters properly related thereto. (Community Development Director, Gavin Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
16.a

Subject:
For Presentation Only - Utilities Project Update (Utilities Engineer, Kishora Panda)

Summary:
For Presentation Only - A project update from the Utilities Engineer

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- 2026 02 05 BOCC Project Update
- Appendix A

Lyon County Board of County Commissioners Meeting
February 5, 2026

LYON COUNTY UTILITIES DEPARTMENT

Utilities Department Project Status

SUMMARY

Projects **In Pre-Design/Planning**

1 Silver Springs General Improvement District (SSGID) Wastewater Treatment Plant (WWTP) Effluent Disposal Study

2 SSGID Wastewater Treatment Plant (WWTP) Sludge Dewatering and Disposal Alternative Study

3 Lift Station 1 Condition Assessment

Projects **In Design**

1 Rose Peak Water Main Replacement

2 Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2

Projects **In Construction**

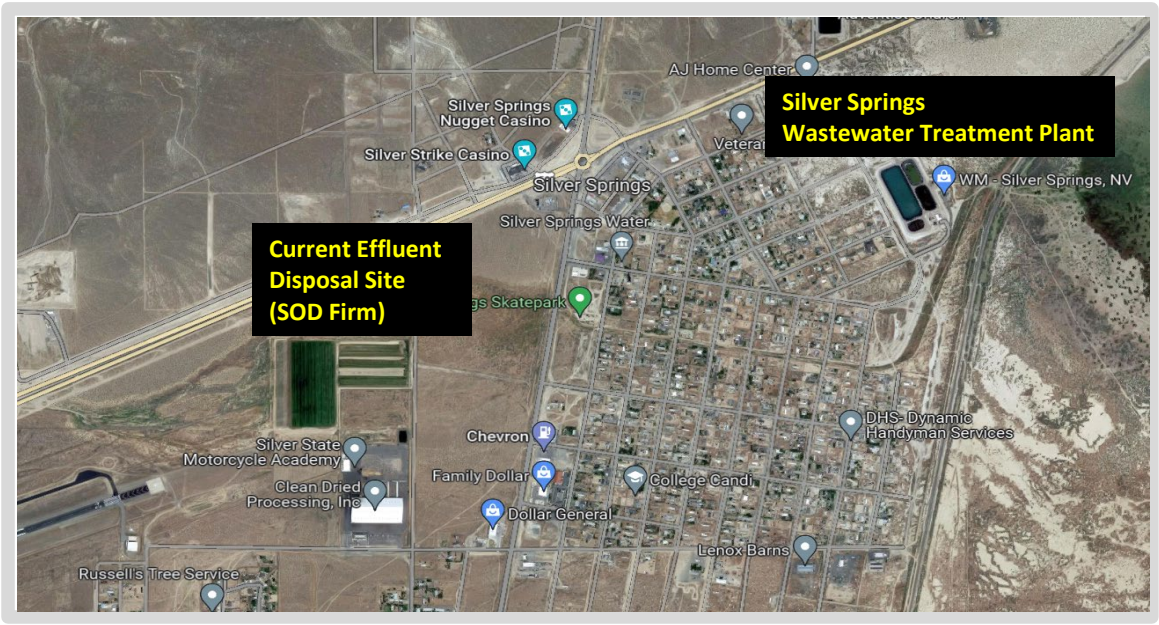
1 Rolling A Wastewater Treatment Facility Phase 4 Expansion

Projects **Completed (Last Quarter)**

1 Industrial Lift Station Improvement Evaluation

Lyon County Utilities Department
Project Update February 5, 2026

Project:
(Pre-Design) **Silver Springs General Improvement District (SSGID) Wastewater Treatment Plant (WWTP) Effluent Disposal Study**



Description: Project scope includes;
1) Evaluation of the infiltration capacity of the swale within the airport
2) Completion of the effluent disposal preliminary engineering report
3) Condition assessment of the effluent disinfection system
4) Condition assessment of the effluent filtration system

Budget: $257,000 - ARPA Funding
$73,000 - Project cost to date

Schedule/ Status: - AtkinsRealis was retained to perform the study.
1) Evaluation of the infiltration capacity of the existing swale
   - No progress as discussion is underway for doing Geotech field work
2) Completion of the effluent disposal preliminary engineering report
   - Not started
3) Effluent filtration system evaluation
   - Complete rehabilitation recommended - Project cost $972,000
   - Capital Improvement Grant of $593,000 (61%) was approved by the State Board for Financing Water Project on 11/19/2025
   - Construction is planned to begin in Summer, 2026
4) Effluent disinfection system evaluation
   - Final Technical Memorandum is expected soon
   - Complete overhaul needed for the chemical feed system

Change Orders:
Notes:

Lyon County Utilities Department
Project Update February 5, 2026

Project: (Pre-Design) **SSGID Wastewater Treatment Plant (WWTP) Sludge Dewatering and Disposal Alternative Study**

Description: Project scope includes evaluation of two alternatives for the sludge disposal at the wastewater treatment plant
1) Contractor driven mechanical dewatering and disposal of the two sludge ponds and continuation of the ponds for sludge storage (current practice)
2) Installation of a geosynthetic tube type continuous sludge dewatering operation facility (new practice)

Budget: $48,800 - Silver Springs GID Sewer Fund 634
$42,000 - Project cost to date

Schedule/ Status:
- AtkinsRealis was retained to perform the study.
- Dewatering using mechanical system is recommended by Engineer
- Pond dewatering is scheduled in Spring/Summer 2026

Change Orders:
Notes:

Lyon County Utilities Department
Project Update February 5, 2026

Project: **Lift Station 1 Condition Assessment**
(Pre-Design)

Description: Lift Station 1 (LS1), located at 57 Quicilli Road in Dayton and installed around 1978, is in need of rehabilitation to ensure continued operations. LS 1 is downstream in the collection system to the Mound House, Santa Maria, and CRE lift stations, making it a critical lift station in the collection system. The proximity of LS1 to the Carson River and the Randall Ditch raises environmental concerns if a failure or overflow were to occur.

Engineering evaluation scope includes assessment of the LS 1 condition and recommendations and cost estimate of the needed rehabilitation.

Budget: $40,000 - Dayton Sewer Fund
$18,000 - Project cost to date

Schedule/ Status: - Lumos was retained to perform the study.
- Draft Technical Memo for staff review by Jan 31, 2026

Change Orders:
Notes:

Lyon County Utilities Department
Project Update February 5, 2026

Project: **Rose Peak Water Main Replacement**
(Pre-Design)

Description: Project scope includes;
Removal and replacement of the existing about 6,800 LF of water main on Grosh Avenue between Flowery Avenue and Halite Avenue with 8" C900 PVC pipes

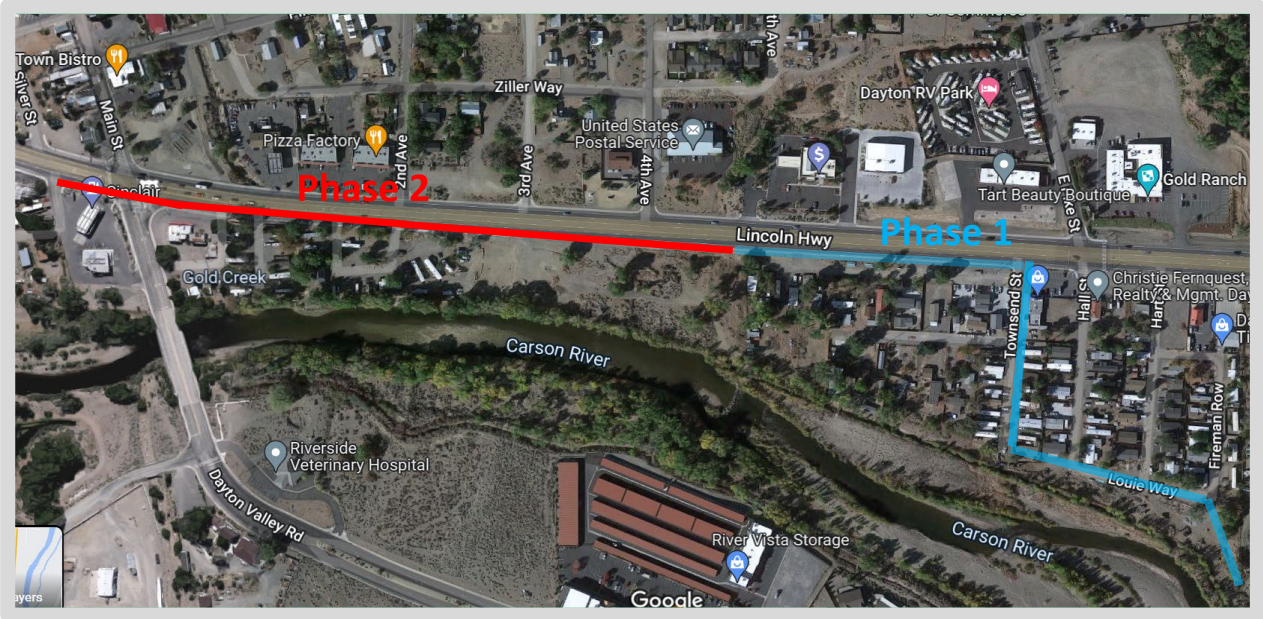
Budget: $3,230,700 - Estimated Project budget
$2,584,000 - Grant from US EPA Community Project Funding
$289,920 - Contract with HDR (Consultant)
$91,000 - Spend to date

Schedule/ Status Agreement signed with the Consultant (HDR) June 5, 2025
Grant application and National Environmental Policy Act (NEPA) process in progress
Staff reviewed the draft 30% design drawings
Current agreement scope completion by March 2026

Change Orders:
Notes:

Lyon County Utilities Department
Project Update February 5, 2026

Project: **Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2**
(Design)



Description: Phase 2 of the sewer project includes replacement of the existing 8-inch Asbestos Concrete (AC) pipe with 12-inch PVC pipe between the manhole east of Sinclair Gas Station and the manhole across the post office (about 1,800 linear foot).

Budget:
$4,836,000 - In FYE 2026 budget - Dayton Sewer Fund
$355,610 - Design fees
$328,000 - Project cost to date

Schedule/Status:
- Re-advertised bid was opened on Nov 17, 2025
  No bid was received
- Issued a notice stating that no bid received and extending the bid receipt period by 7 days per NRS 338.143
- Received one bid within the 7 days notice period.
- Engineer reviewed and found the bidder responsible and responsive. Recommended the award of the contract.
- The agreement is being presented for Board's approval.
- Expected construction to begin in March 2026

Change Orders:
Notes:

Lyon County Utilities Department

Project Update February 5, 2026

Project: (Construction) **Rolling A Wastewater Treatment Facility Phase 4 Expansion**

Fluid transfer into New SBR 2

New SBR 2 just before decant cycle

Description: The project will <u>increase plant annual average treatment capacity</u> from 1.0 Million gallons per day to 1.4 million gallons per day. Scope includes construction of new equalization tank, flow splitting structure, two sequencing batch reactors, thickening unit, and a dewatering unit.

Budget: $23.9 MM (2023 Estimated project cost)
$18.25 MM (Project cost to date)

Construction contract	**$19.99 MM**
Contractor payment to date	$17.63 MM
Contingency fund	**$1.80 MM**
Contingency fund used to date	$426,491
(see details below and Appendix A)	

Schedule/ Status:

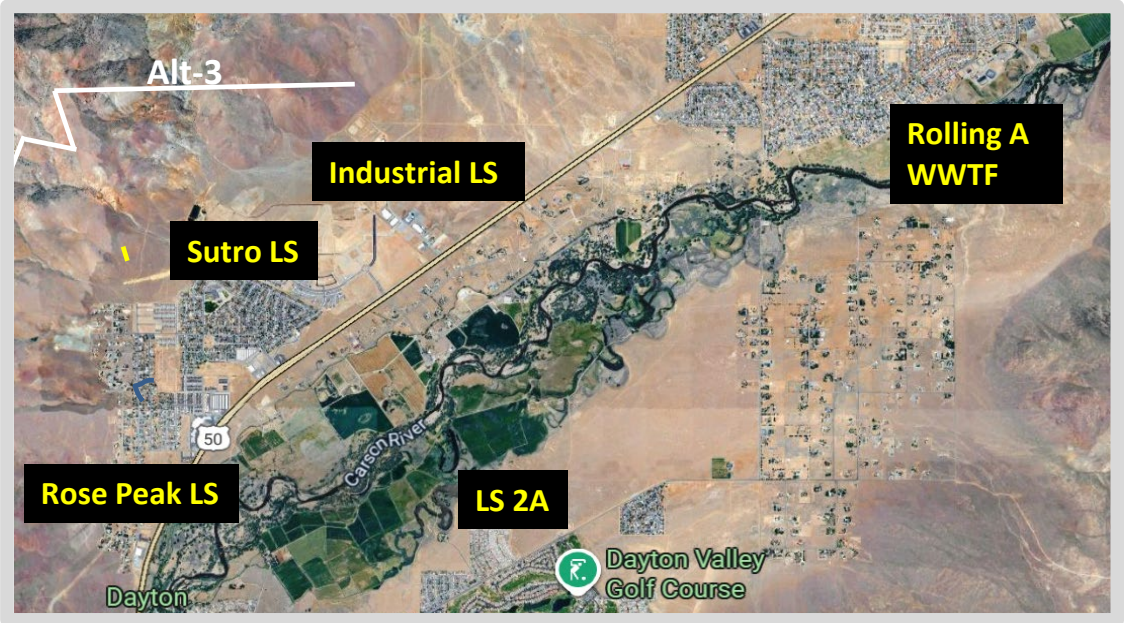
- Construction began	Oct 2, 2023
- Original contractual completion (24 months)	Sept 2025
- Revised completion (A 152 days contract time extension)	
- Revised SUBSTANTIAL completion	Jan 1, 2026
Milestone missed due to delay with construction of the new digesters and repair of defects in the newly commissioned biological reactors.	
- Revised FINAL completion	Mar 2, 2026

Change Orders:		Approved $
Construction (RDC)	WCD 001 - Dismantling joint (Quantity/Supply change)	($2,580)
	WCD 002 - EQ Pump Station Relocation (underground conduits and structures)	$32,520
	WCD 003 - 12" Emergency Pond Tie-in (underground pipes)	$5,929
	WCD 004 - Scum Valves addition (Added to scope)	$45,957
	WCD 005 - Emergency pond Rip Rap (Quantity change)	($3,780)
	WCD 006 - 6" SN pipe support	$1,533
	WCD 007 - Screw press filtrate	$4,136
	WCD 008 - 24" SE and 12" ALP reroute (underground conflicts)	$265,247
	WCD 009 - 12" CSE and 4" DSE HTWax	$56,625
	WCD 010 - 10" RS Slurry	$2,390
	WCD 011 - Blower VFD Diagram	($4,100)
	WCD 012 - 10" ALP SST	$9,386
	WCD 013 - Aeration pipe	$16,554
	WCD 014 - Engineering trailer	($2,517)
	WCD 015 - Scum Walls (added to scope)	$68,938
	WCD 016 - Time extension and Engineering Fees Savings	($68,692)
	WCD 017 - Digester FVNR	$898
	WCD 018 - Float Bracket Assembly	$3,376
	WCD 019 - Digester ALP Wrap	$20,796
	Total approved changes	**$452,616**
	Total completed changes	**$426,491**

Notes:

Lyon County Utilities Department
Project Update February 5, 2026

Project: **Industrial Lift Station Improvement Evaluation**
(Pre-Design)



Description: Rose Peak Lift Station (LS), Sutro LS, and Industrial LS located on the north of US Highway 50 and LS 2A located on the south of US Highway 50 share a combined sewer force main that conveys sewer flows to the Rolling A Wastewater Treatment Facility (WWTF).

The LSs on the north of Hwy 50 are not able to manage the current sewer flow due to numerous growth happened there over the years. This is resulting in with high water level alarms in the LSs that require staff to manage the flows manually and working overtime mostly over the weekends.

The evaluation scope included analysis of the LS facilities and recommendations for improvements to these LSs.

Budget: $30,000 - Dayton Sewer Fund
$29,000 - Project cost to date

Schedule/ Status:
- JUB was retained to perform the study.
- Recommendations for higher size pumps with upgraded control
- Staff installed some unused pumps that improved the pumping temporarily
- A capital project is being planned to install the recommended pumps

Change Orders:
Notes:

Appendix A

Lyon County Utilities
Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion

Project Cost Summary

and

Work Change Directives (WCD)

Application and Certificate For Payment

To Owner:	Lyon County Utilities 34 Lakes Blvd Dayton, NV 89403	Project:	Lyon Co. Rolling A WWTP 1165 Ferretto Pkwy Dayton, NV 89403	Application No: 26	Date: 11/21/2025
				Period To: 11/21/25	
				Architect's Project No:	
From (Contractor):	Resource Development Company 1050 Linda Way Sparks, NV 89431	Contractor Job Number:	23-026-A	Contract Date:	
		Via (Architect):			
Phone:		Contract For:			

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number / Date Approved		
Change orders added this month: WCD - 18 08/07/25; WCD - 19 11/12/25		
Totals		
Net change by change orders		

Original contract sum	19,990,000.00
Net change by change orders	0.00
Contract sum to date	19,990,000.00
Total completed and stored to date	18,133,950.55
Retainage	
2.5% of total contract	499,750.00
0.0% of stored material	0.00
Total retainage	499,750.00
Total earned less retainage	17,634,200.55
Less previous certificates of payment	17,472,887.75
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**161,312.80**
Balance to finish, including retainage	2,355,799.45

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Samuel Melin

By: _____ Date: 12/2/2025

Payment of $ 161,312.80 is recommended by the Engineer of Record:

_____

Date: 12/04/2025

Payment of $ 161,312.80 is approved by owner:

_____

Date: 12/16/2025

Approved by Funding or Financing Equity:

_____

Date: _____

ok to pay; kpanda; 12/16/2025
A/c- 624-15400 project: 62405

Application and Certificate For Payment -- page 2

To Owner: Lyon County Utilities
From (Contractor): Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 26 Date: 11/21/25 Period To: 11/21/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	Completed and Stored To Date %	Retention	Memo
01 Mobilization														
100	Mobilization	0.0000	.000	LS	990,000.00	100.00 %	990,000.00	0.00 %	0.00	100.00 %	990,000.00	100.0	27,283.21	
101	Bond & Insurance Premium	0.0000	.000	LS	195,000.00	100.00 %	195,000.00	0.00 %	0.00	100.00 %	195,000.00	100.0	5,373.97	
102	TF- Job Trailers	0.0000	.000	LS	68,500.00	99.00 %	67,815.00	0.00 %	0.00	99.00 %	67,815.00	99.0	1,868.90	
103	SWPPP - BMP's	0.0000	.000	LS	55,000.00	99.00 %	54,450.00	0.00 %	0.00	99.00 %	54,450.00	99.0	1,500.58	
Total Mobilization					1,308,500.00		1,307,265.00		0.00		1,307,265.00		36,026.66	
02 SBR 1&2 Site Prep (Area 40)														
104	Dewatering - SBR 1&2 Area 40	0.0000	.000	LS	180,000.00	100.00 %	180,000.00	0.00 %	0.00	100.00 %	180,000.00	100.0	4,960.58	
105	Clear and Grub - SBR 1&2 Area 40	0.0000	.000	LS	24,000.00	100.00 %	24,000.00	0.00 %	0.00	100.00 %	24,000.00	100.0	661.41	
106	Cut / Fill - SBR 1&2 Area 40	0.0000	.000	LS	571,000.00	100.00 %	571,000.00	0.00 %	0.00	100.00 %	571,000.00	100.0	15,736.07	
107	Subgrade Stabilization - SBR 1 Area 40	0.0000	.000	LS	422,000.00	100.00 %	422,000.00	0.00 %	0.00	100.00 %	422,000.00	100.0	11,629.81	
108	Finish Grade - SBR1&2 Area 40	0.0000	.000	LS	44,000.00	95.00 %	41,800.00	0.00 %	0.00	95.00 %	41,800.00	95.0	1,151.96	
Total SBR 1&2 Site Prep (Area 40)					1,241,000.00		1,238,800.00		0.00		1,238,800.00		34,139.83	
03 SBR 1&2 - Foundation (Area 40)														
109	Deliver Handrail Area 40	0.0000	.000	LS	56,500.00	100.00 %	56,500.00	0.00 %	0.00	100.00 %	56,500.00	100.0	1,557.07	
110	SBR Mat Foundation Slab Area 40	0.0000	.000	LS	2,074,000.00	100.00 %	2,074,000.00	0.00 %	0.00	100.00 %	2,074,000.00	100.0	57,156.95	
111	SBR Wall Pours Area 40	0.0000	.000	LS	1,978,000.00	100.00 %	1,978,000.00	0.00 %	0.00	100.00 %	1,978,000.00	100.0	54,511.31	
112	Handrail Area 40	0.0000	.000	LS	78,000.00	100.00 %	78,000.00	0.00 %	0.00	100.00 %	78,000.00	100.0	2,149.59	
113	SBR Cat-Walks Area 40	0.0000	.000	LS	355,000.00	100.00 %	355,000.00	0.00 %	0.00	100.00 %	355,000.00	100.0	9,783.37	
114	Backfill Area 40	0.0000	.000	LS	105,000.00	100.00 %	105,000.00	0.00 %	0.00	100.00 %	105,000.00	100.0	2,893.67	
Total SBR 1&2 - Foundation (Area 40)					4,646,500.00		4,646,500.00		0.00		4,646,500.00		128,051.96	
04 SBR 1&2 - Mech. Piping														
115	Deliver Sanitaire Equipment Area 40	0.0000	.000	LS	1,213,000.00	100.00 %	1,213,000.00	0.00 %	0.00	100.00 %	1,213,000.00	100.0	33,428.82	
116	Deliver Pipe Supports Area 40	0.0000	.000	LS	132,000.00	100.00 %	132,000.00	0.00 %	0.00	100.00 %	132,000.00	100.0	3,637.76	
117	Stainless Piping - SBR 1&2 Area 40	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	771.65	
118	WAS Pumps - SBR 1&2 Area 40	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	771.65	
119	Mixers - SB1&2 Area 40	0.0000	.000	LS	17,000.00	100.00 %	17,000.00	0.00 %	0.00	100.00 %	17,000.00	100.0	468.50	
120	Mechanical Piping - Phase 1 Area 40	0.0000	.000	LS	102,000.00	100.00 %	102,000.00	0.00 %	0.00	100.00 %	102,000.00	100.0	2,811.00	
121	Mechanical Piping - Phase 2 Area 40	0.0000	.000	LS	102,000.00	100.00 %	102,000.00	0.00 %	0.00	100.00 %	102,000.00	100.0	2,811.00	
Total SBR 1&2 - Mech. Piping					1,622,000.00		1,622,000.00		0.00		1,622,000.00		44,700.38	

Application and Certificate For Payment -- page 3

To Owner: Lyon County Utilities
From (Contractor): Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 26 Date: 11/21/25 Period To: 11/21/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	Completed and Stored To Date %	Retention	Memo
05 SBR 1&2 - Electrical														
122	Electrical SBR 1&2 Area 40	0.0000	.000	LS	338,000.00	100.00 %	338,000.00	0.00 %	0.00	100.00 %	338,000.00	100.0	9,314.87	
Total SBR 1&2 - Electrical					338,000.00		338,000.00		0.00		338,000.00		9,314.87	
06 SBR 1&2 - Final Finishes														
123	Buoy / Hose Rack Area 40	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	578.73	
124	Grating - SBR 1&2 Area 40	0.0000	.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	358.26	
Total SBR 1&2 - Final Finishes					34,000.00		34,000.00		0.00		34,000.00		936.99	
07 SBR 1&2 - Yard Piping(Outside)														
125	Deliver Western Nevada Supply Pipe Material	0.0000	.000	LS	2,034,000.00	100.00 %	2,034,000.00	0.00 %	0.00	100.00 %	2,034,000.00	100.0	56,054.60	
126	Yard Piping North - 1" Service	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	110.24	
127	Yard Piping North - 1.5" Drain	0.0000	.000	LS	4,500.00	100.00 %	4,500.00	0.00 %	0.00	100.00 %	4,500.00	100.0	124.01	
128	Yard Piping North - 4" 3W	0.0000	.000	LS	30,000.00	100.00 %	30,000.00	0.00 %	0.00	100.00 %	30,000.00	100.0	826.76	
129	Yard Piping North - 4" WAS	0.0000	.000	LS	63,000.00	100.00 %	63,000.00	0.00 %	0.00	100.00 %	63,000.00	100.0	1,736.20	
130	Yard Piping North - 6" Drain	0.0000	.000	LS	46,000.00	100.00 %	46,000.00	0.00 %	0.00	100.00 %	46,000.00	100.0	1,267.70	
131	Yard Piping North - 10" Raw	0.0000	.000	LS	55,000.00	100.00 %	55,000.00	0.00 %	0.00	100.00 %	55,000.00	100.0	1,515.73	
132	Yard Piping North - 12" ALP	0.0000	.000	LS	36,000.00	100.00 %	36,000.00	0.00 %	0.00	100.00 %	36,000.00	100.0	992.12	
133	Yard Piping North - 24" SE	0.0000	.000	LS	34,000.00	100.00 %	34,000.00	0.00 %	0.00	100.00 %	34,000.00	100.0	937.00	
134	Yard Piping South - 4" WAS	0.0000	.000	LS	56,000.00	100.00 %	56,000.00	0.00 %	0.00	100.00 %	56,000.00	100.0	1,543.29	
135	Yard Piping South - 4" 3W	0.0000	.000	LS	6,000.00	100.00 %	6,000.00	0.00 %	0.00	100.00 %	6,000.00	100.0	165.35	
136	Yard Piping South - 6" Superna Supernatant	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	799.21	
137	Yard Piping South - 8" Raw	0.0000	.000	LS	22,000.00	0.00 %	0.00	100.00 %	22,000.00	100.00 %	22,000.00	100.0	606.29	
138	Yard Piping South - 8" ALP	0.0000	.000	LS	27,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
139	Yard Piping South - 8" WAS	0.0000	.000	LS	3,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
140	Yard Piping South - 10" RAW	0.0000	.000	LS	66,000.00	100.00 %	66,000.00	0.00 %	0.00	100.00 %	66,000.00	100.0	1,818.88	
141	Yard Piping South - 12" ALP	0.0000	.000	LS	30,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
142	Yard Piping East - 6" Supernat Supernatant	0.0000	.000	LS	12,000.00	100.00 %	12,000.00	0.00 %	0.00	100.00 %	12,000.00	100.0	330.71	
143	Yard Piping East - 12" Raw	0.0000	.000	LS	59,000.00	100.00 %	59,000.00	0.00 %	0.00	100.00 %	59,000.00	100.0	1,625.97	
144	24" Secondary Eff Tie-in	0.0000	.000	LS	20,000.00	100.00 %	20,000.00	0.00 %	0.00	100.00 %	20,000.00	100.0	551.18	
Total SBR 1&2 - Yard Piping(Outside)					2,636,500.00		2,554,500.00		22,000.00		2,576,500.00		71,005.24	
08 Pump Station (Area 32)														
145	Deliver Splitter Feed Area 32	0.0000	.000	LS	222,500.00	100.00 %	222,500.00	0.00 %	0.00	100.00 %	222,500.00	100.0	6,131.83	

Application and Certificate For Payment -- page 4

To Owner: Lyon County Utilities
From (Contractor): Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 26 Date: 11/21/25 Period To: 11/21/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
146	Subgrade - Pump Station Area 32	0.0000	.000	LS	37,000.00	100.00 %	37,000.00	0.00 %	0.00	100.00 %	37,000.00	100.0	1,019.68	
147	Under Slab Piping - Pump Stati Area 32	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	799.21	
148	Install Underground Conduit Area 32	0.0000	.000	LS	14,000.00	100.00 %	14,000.00	0.00 %	0.00	100.00 %	14,000.00	100.0	385.82	
149	FPS Pump Station Concrete & Re Rebar. Area 32.	0.0000	.000	LS	369,000.00	100.00 %	369,000.00	0.00 %	0.00	100.00 %	369,000.00	100.0	10,169.20	
150	Waterproofing Pump Station Area 32	0.0000	.000	LS	11,500.00	100.00 %	11,500.00	0.00 %	0.00	100.00 %	11,500.00	100.0	316.93	
151	Set Mixing & Splitter Pumps Area 32	0.0000	.000	LS	23,000.00	100.00 %	23,000.00	0.00 %	0.00	100.00 %	23,000.00	100.0	633.85	
152	Building CMU - Pump Station Area 32	0.0000	.000	LS	105,000.00	100.00 %	105,000.00	0.00 %	0.00	100.00 %	105,000.00	100.0	2,893.67	
153	Roofing - Pump Station Area 32	0.0000	.000	LS	245,500.00	100.00 %	245,500.00	0.00 %	0.00	100.00 %	245,500.00	100.0	6,765.69	
154	HVAC - Pump Station Area 32	0.0000	.000	LS	65,000.00	98.00 %	63,700.00	0.00 %	0.00	98.00 %	63,700.00	98.0	1,755.50	
155	Mechanical - Pump Station Area 32	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	964.56	
156	Paint & Coating - Pump Station Area 32	0.0000	.000	LS	25,000.00	100.00 %	25,000.00	0.00 %	0.00	100.00 %	25,000.00	100.0	688.97	
157	Electrical - Pump Station Area 32	0.0000	.000	LS	233,000.00	100.00 %	233,000.00	0.00 %	0.00	100.00 %	233,000.00	100.0	6,421.20	
Total Pump Station (Area 32)					1,414,500.00		1,413,200.00		0.00		1,413,200.00		38,946.11	
09 Solids Handling Building														
158	Deliver Screw Press Area 80	0.0000	.000	LS	610,000.00	90.00 %	549,000.00	0.00 %	0.00	90.00 %	549,000.00	90.0	15,129.78	
159	Install Screw Press - Solids H Area 80	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	799.21	
160	Solids Handling 3" DS Connecti Area 80	0.0000	.000	LS	9,500.00	100.00 %	9,500.00	0.00 %	0.00	100.00 %	9,500.00	100.0	261.81	
161	Electrical - Solid Handling Area 80	0.0000	.000	LS	9,000.00	100.00 %	9,000.00	0.00 %	0.00	100.00 %	9,000.00	100.0	248.03	
Total Solids Handling Building					657,500.00		596,500.00		0.00		596,500.00		16,438.83	
10 Emergency Pond														
162	Demo Pond Sludge Lagoon Area 15	0.0000	.000	LS	172,000.00	100.00 %	172,000.00	0.00 %	0.00	100.00 %	172,000.00	100.0	4,740.11	
163	Cut/Fill - Emergency Pond Area 15	0.0000	.000	LS	1,245,000.00	100.00 %	1,245,000.00	0.00 %	0.00	100.00 %	1,245,000.00	100.0	34,310.71	
164	Piping/Manhole - Emergency Pon Area 15	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,212.59	
165	Finish Grade - Emergency Pond Area 15	0.0000	.000	LS	71,000.00	100.00 %	71,000.00	0.00 %	0.00	100.00 %	71,000.00	100.0	1,956.67	
166	Appurtenances - Emergency Pond Area 15	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	578.73	
167	Pond Lining - Emergency Pond Area 15	0.0000	.000	LS	95,000.00	100.00 %	95,000.00	0.00 %	0.00	100.00 %	95,000.00	100.0	2,618.09	
168	Electrical - Emergency Pond Area 15	0.0000	.000	LS	7,500.00	100.00 %	7,500.00	0.00 %	0.00	100.00 %	7,500.00	100.0	206.69	
Total Emergency Pond					1,655,500.00		1,655,500.00		0.00		1,655,500.00		45,623.59	
11 Electrical - Headworks Elec Ro														

Application and Certificate For Payment -- page 5

To Owner: Lyon County Utilities
From (Contractor): Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 26 Date: 11/21/25 Period To: 11/21/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
169	Electrical - Head Works Room Area 20	0.0000	.000	LS	200,000.00	93.50 %	187,000.00	0.00 %	0.00	93.50 %	187,000.00	93.5	5,153.50	
Total Electrical - Headworks Elec Ro					200,000.00		187,000.00		0.00		187,000.00		5,153.50	
12 Flow Splitter & Meter Vault														
170	Deliver Jensen Precast Materia Area 25	0.0000	.000	LS	46,500.00	100.00 %	46,500.00	0.00 %	0.00	100.00 %	46,500.00	100.0	1,281.48	
171	Piping / Excavation - Flow Spl Area 25	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,212.59	
172	FPS - Concrete - Flow Splitter Area 25	0.0000	.000	LS	134,000.00	100.00 %	134,000.00	0.00 %	0.00	100.00 %	134,000.00	100.0	3,692.88	
173	Weir - Flow Splitter Area 25	0.0000	.000	LS	12,000.00	100.00 %	12,000.00	0.00 %	0.00	100.00 %	12,000.00	100.0	330.71	
174	Grating - Flow Splitter Area 25	0.0000	.000	LS	16,000.00	100.00 %	16,000.00	0.00 %	0.00	100.00 %	16,000.00	100.0	440.94	
175	Set Meter Vaults Area 25	0.0000	.000	LS	5,500.00	100.00 %	5,500.00	0.00 %	0.00	100.00 %	5,500.00	100.0	151.57	
176	Flow Meter Install Area 25	0.0000	.000	LS	125,000.00	100.00 %	124,994.30	0.00 %	0.00	100.00 %	124,994.30	100.0	3,444.69	
211	Electrical - Flow Splitter Area 25	0.0000	.000	LS	16,000.00	100.00 %	16,000.00	0.00 %	0.00	100.00 %	16,000.00	100.0	440.94	
Total Flow Splitter & Meter Vault					399,000.00		398,994.30		0.00		398,994.30		10,995.80	
13 SBR5 / Equalization Basin														
177	Deliver Aeration Injection Ski Area 30	0.0000	.000	LS	69,500.00	100.00 %	69,500.00	0.00 %	0.00	100.00 %	69,500.00	100.0	1,915.34	
178	SBR5 Demo Piping Area 30	0.0000	.000	LS	26,000.00	100.00 %	26,000.00	0.00 %	0.00	100.00 %	26,000.00	100.0	716.53	
179	SBR5 Demo Concrete Area 30	0.0000	.000	LS	65,000.00	100.00 %	65,000.00	0.00 %	0.00	100.00 %	65,000.00	100.0	1,791.32	
180	Piping - EQ Basin Area 30	0.0000	.000	LS	48,000.00	100.00 %	48,000.00	0.00 %	0.00	100.00 %	48,000.00	100.0	1,322.82	
181	Install Venturi Skid - EQ Basi Area 30	0.0000	.000	LS	24,000.00	100.00 %	24,000.00	0.00 %	0.00	100.00 %	24,000.00	100.0	661.41	
182	Electrical - Equalization Basi Area 30	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	964.56	
Total SBR5 / Equalization Basin					267,500.00		267,500.00		0.00		267,500.00		7,371.98	
14 SBR 1A/B & 2 - Digester Retrof														
183	Deliver Sanitaire Equipment Area 70	0.0000	.000	LS	400,000.00	100.00 %	400,000.00	0.00 %	0.00	100.00 %	400,000.00	100.0	11,023.52	
184	Demo Piping & Equipment Area 70	0.0000	.000	LS	48,000.00	100.00 %	48,000.00	0.00 %	0.00	100.00 %	48,000.00	100.0	1,322.82	
185	Demo Concrete - SBR 1A/B & 2 Area 70	0.0000	.000	LS	95,000.00	70.00 %	66,500.00	30.00 %	28,500.00	100.00 %	95,000.00	100.0	2,618.09	
186	SS Piping - Digesters 1&2 Area 70	0.0000	.000	LS	3,000.00	0.00 %	0.00	50.00 %	1,500.00	50.00 %	1,500.00	50.0	41.34	
187	Stainless Aeration - Digesters Area 70	0.0000	.000	LS	60,000.00	10.00 %	6,000.00	40.00 %	24,000.00	50.00 %	30,000.00	50.0	826.76	
188	DS Pumps - Digesters 1&2 Area 70	0.0000	.000	LS	13,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
189	Electrical - Digesters 1&2 Area 70	0.0000	.000	LS	172,000.00	10.00 %	17,200.00	30.00 %	51,600.00	40.00 %	68,800.00	40.0	1,896.05	
190	Waste Mixers - Digesters 1&2 Area 70	0.0000	.000	LS	22,000.00	0.00 %	0.00	10.00 %	2,200.00	10.00 %	2,200.00	10.0	60.63	
191	Handrail - Digesters 1&2 (2.I) Area 70	0.0000	.000	LS	18,000.00	30.00 %	5,400.00	45.00 %	8,100.00	75.00 %	13,500.00	75.0	372.04	

Application and Certificate For Payment -- page 6

To Owner: Lyon County Utilities
From (Contractor): Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 26 Date: 11/21/25 Period To: 11/21/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
Total SBR 1A/B & 2 - Digester Retrof					831,000.00		543,100.00		115,900.00		659,000.00		18,161.25	
15 Operations Building														
192	Deliver Sanitaire Blowers Area 75	0.0000	.000	LS	400,000.00	100.00 %	400,000.00	0.00 %	0.00	100.00 %	400,000.00	100.0	11,023.52	
193	Demo Blowers / Pipe - Ops Bldg Area 75	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	578.73	
194	Blower Install - Ops Bldg Area 75	0.0000	.000	LS	24,000.00	20.00 %	4,800.00	70.00 %	16,800.00	90.00 %	21,600.00	90.0	595.27	
195	Piping - Ops Bldg Area 75	0.0000	.000	LS	18,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
196	Electrical - Ops Bldg Area 75	0.0000	.000	LS	28,000.00	0.00 %	0.00	20.00 %	5,600.00	20.00 %	5,600.00	20.0	154.33	
Total Operations Building					491,000.00		425,800.00		22,400.00		448,200.00		12,351.85	
16 SBR 3&4 - Upgrade & Decommissi														
197	Demo Mechanical - SBR 3 Area 45 & 46	0.0000	.000	LS	49,500.00	100.00 %	49,500.00	0.00 %	0.00	100.00 %	49,500.00	100.0	1,364.16	
198	Demo Conc & Railing - SBR 3 Area 45 & 46	0.0000	.000	LS	82,000.00	100.00 %	82,000.00	0.00 %	0.00	100.00 %	82,000.00	100.0	2,259.82	
199	Process Piping - SBR 3 Area 45 & 46	0.0000	.000	LS	7,000.00	100.00 %	7,000.00	0.00 %	0.00	100.00 %	7,000.00	100.0	192.91	
200	Stainless Piping - SBR 3 Area 45 & 46	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	110.24	
201	WAS Pump & Connections - SBR3 Area 45 & 46	0.0000	.000	LS	4,000.00	50.00 %	2,000.00	0.00 %	0.00	50.00 %	2,000.00	50.0	55.12	
202	Demo Mechanical - SBR 4 Area 45 & 46	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	964.56	
203	Demo Conc & Railing - SBR 4 Area 45 & 46	0.0000	.000	LS	84,000.00	100.00 %	84,000.00	0.00 %	0.00	100.00 %	84,000.00	100.0	2,314.94	
204	Process Piping - SBR 4 Area 45 & 46	0.0000	.000	LS	7,000.00	100.00 %	7,000.00	0.00 %	0.00	100.00 %	7,000.00	100.0	192.91	
205	Stainless Piping - SBR 4 Area 45 & 46	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	110.24	
206	WAS Pump & Connections - SBR 4 Area 45 & 46	0.0000	.000	LS	4,000.00	50.00 %	2,000.00	0.00 %	0.00	50.00 %	2,000.00	50.0	55.12	
207	SW - Fence Area 45 & 46	0.0000	.000	LS	42,000.00	100.00 %	42,000.00	0.00 %	0.00	100.00 %	42,000.00	100.0	1,157.47	
Total SBR 3&4 - Upgrade & Decommissi					322,500.00		318,500.00		0.00		318,500.00		8,777.49	
17 Project Closeout														
208	Final Facility Performance Tes	0.0000	.000	LS	25,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
209	Closeout / Final Inspections /Spare Parts & O&M	0.0000	.000	LS	10,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
211	Demobilization	0.0000	.000	LS	90,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
Total Project Closeout					125,000.00		0.00		0.00		0.00		0.00	
18 Force Account														
210	FORCE ACCOUNT	0.0000	.000	LS	1,347,383.55	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
WCD 02	WCD 002 - EQ Pump Station	0.0000	.000	LS	32,520.00	100.00 %	32,520.00	0.00 %	0.00	100.00 %	32,520.00	100.0	896.21	

Application and Certificate For Payment -- page 7

To Owner: Lyon County Utilities
From (Contractor): Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 26 Date: 11/21/25 Period To: 11/21/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	Completed and Stored To Date %	Retention	Memo
WCD 03	WCD 003 - EQ Pump Station	0.0000	.000	LS	5,929.00	100.00 %	5,929.00	0.00 %	0.00	100.00 %	5,929.00	100.0	163.40	
WCD 04	WCD 004 - Scum Valves	0.0000	.000	LS	45,957.00	100.00 %	45,957.00	0.00 %	0.00	100.00 %	45,957.00	100.0	1,266.52	
WCD 05	WCD 005 - Rip Rap	0.0000	.000	LS	-3,780.00	100.00 %	-3,780.00	0.00 %	0.00	100.00 %	-3,780.00	100.0	-104.17	
WCD 06	6" SN Pipe Support	0.0000	.000	LS	1,533.00	100.00 %	1,533.00	0.00 %	0.00	100.00 %	1,533.00	100.0	42.25	
WCD 07	WCD 007 - Screw Press Filtrate	0.0000	.000	LS	4,136.00	50.00 %	2,068.00	0.00 %	0.00	50.00 %	2,068.00	50.0	56.99	
WCD 08	WCD 008 - 24" SE & 12" ALP Re-	0.0000	.000	LS	265,247.00	100.00 %	265,247.00	0.00 %	0.00	100.00 %	265,247.00	100.0	7,309.89	
WCD 09	WCD 009 - 12" CSE_4" DS_HTWax	0.0000	.000	LS	56,625.00	100.00 %	56,625.00	0.00 %	0.00	100.00 %	56,625.00	100.0	1,560.52	
WCD 10	WCD 010 - 10" RS Slurry	0.0000	.000	LS	2,390.00	100.00 %	2,390.00	0.00 %	0.00	100.00 %	2,390.00	100.0	65.87	
WCD 11	WCD 011 - Blower VFD Diagram	0.0000	.000	LS	-4,100.00	100.00 %	-4,100.00	0.00 %	0.00	100.00 %	-4,100.00	100.0	-112.99	
WCD 12	WCD 012 - 10" ALP SST	0.0000	.000	LS	9,386.45	100.00 %	9,386.45	0.00 %	0.00	100.00 %	9,386.45	100.0	258.68	
WCD 13	WCD 013 - Aeration Piping	0.0000	.000	LS	16,554.00	100.00 %	16,554.00	0.00 %	0.00	100.00 %	16,554.00	100.0	456.21	
WCD 14	WCD 014 - Engineering Trailer	0.0000	.000	LS	-2,517.00	100.00 %	-2,517.00	0.00 %	0.00	100.00 %	-2,517.00	100.0	-69.37	
WCD 15	WCD 015 - Scum Walls	0.0000	.000	LS	68,938.00	100.00 %	68,938.00	0.00 %	0.00	100.00 %	68,938.00	100.0	1,899.85	
WCD 16	WCD 016 - TIME EXT & ENG SVC	0.0000	.000	LS	-68,692.00	100.00 %	-68,692.00	0.00 %	0.00	100.00 %	-68,692.00	100.0	-1,893.07	
WCD 17	WCD 017 - DIGESTER FVNRs	0.0000	.000	LS	898.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
WCD 18	WCD 018 - Float Bracket Assemb	0.0000	.000	LS	3,376.00	0.00 %	0.00	30.00 %	1,012.80	30.00 %	1,012.80	30.0	27.91	
WCD 19	WCD 019 - Digester ALP Wrap	0.0000	.000	LS	20,796.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
WCD01	WCD 001 - Dismantling Joint Cr	0.0000	.000	LS	-2,580.00	100.00 %	-2,580.00	0.00 %	0.00	100.00 %	-2,580.00	100.0	-71.03	
Total Force Account					1,800,000.00		425,478.45		1,012.80		426,491.25		11,753.67	
	Application Total				19,990,000.00		17,972,637.75		161,312.80		18,133,950.55		499,750.00	

DOWL

Work Change Directive (WCD)

Work Change Directive No. 01

Owner:	Lyon County Utilities	Issuance Date:	08/30/23
Engineer:	DOWL	Effective Date:	08/30/23
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
The County has a 12" Dismantling Joint that will be provided to the Contractor. Contractor is providing a credit for the material price in the amount of **$2,580.00**.

The credit will be applied to Bid Item 2 (Force Account). The remaining balance of Bid Item 2 is $1,802,580.

Document References:
Plan Sheet: _____ Specification No: _____

Attachments: Change Order Request (Credit) with supplier price quote dated 06/02/2023 from RDC.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☒ Unit Price
- ☐ Lump Sum
- ☐ Time & Materials
- ☐ Other: _____

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☐ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 8/30/23	Date: 8/31/23	Date: 12/6/2023

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Tuesday, September 12, 2023

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a credit regarding the 12" DJ400 Dismantling Joint.

Bid Item No.	Description	COR Amount
	WNS - 12" DJ400 Dismantling Joint	-$2,580.00
		$ -

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	-
Force Account Balance:	$	1,800,000.00
Revised Contract Amount per Previous Change Orders	$	1,800,000.00
Contract Change per this COR		-$2,580.00
Revised Contract Amount per this COR	**$**	**1,802,580.00**

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 9/12/2023

DOWL

Work Change Directive (WCD)

Work Change Directive No. 02

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	01/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Contractor encountered a conflict with the existing electrical duct bank (concrete encased) and the Equalization Pump Station (EQ PS) foundation. This is considered an unforeseen condition, as the duct bank was not per the Phase 3 Record Drawings. To mitigate the conflict, the EQ PS is relocated to the north by 3-ft. In addition, the mechanical piping between the EQ PS and the Equalization Basin (EQ Basin) was revised to avoid the electrical duct bank, including revisions to the mechanical piping within the EQ PS. The cost increase of the design change amounts to **$32,520.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,770,060**.

Document References:

Plan Sheet: 10-C2.02; 30-M2.01; 30-M3.01&4.01; 32-M4.01&4.03

Specification No:

Attachments:

- Price quote and cost breakdown (Change Order Request #4) from RDC.
- RFI #032 – EQ Pump Station Utilities.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/01/24	Date: 2/2/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, January 26, 2024
COR No. : 4

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a potential change request regarding the Pump Station Plan adjustments within the RFI #032 response. The work included in this change consist of the following: (a) Re-grade to accommodate the raised pipe elevation from the original center line of 4281.50 (12" RS & 10" RS) to the center line elevations of 4282.10 (10" RS) and 4282.20 (12" RS), as indicated on RFI sheet 32-M4.01 (b) Addition of 1.25 feet of fill placement on the exterior west side of the building (c) Piping material adjustments shown on RFI sheet 32-M4.01 (d) Survey Re-stake due to the 3' building shift

Bid Item No.	Description	COR Amount
	RDC - Pump Station Adjustments - RFI #032	$32,520.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,802,580.00
Force Account Change per this COR		$32,520.00
Revised Force Account Amount per this COR	**$**	**1,770,060.00**

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 1/26/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 03

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	11/29/23
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Sheet 10-C2.03 called for a connection (12" Headworks Bypass Connection Detail) to an existing 12" wye fitting downstream of the Influent Pump Station. Contractor potholed the connection and found that the existing wye is 12"x8". The 12" gate valve and fittings for the connection had to be revised to 8". The cost increase of the change amounts to **$5,929.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,764,131.00**.

Document References:
Plan Sheet: 10-C2.03 Specification No: _____

Attachments:
- Price quote and cost breakdown (Change Order Request #5) from RDC.
- RFI #038 – Emergency Pond 12-inch Tie-in.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times
☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/01/24	Date: 2/2/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, January 26, 2024
COR No. : 5

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a potential change request regarding the 12" Headworks Bypass Connection Detail. RDC conducted a pot hole operation to reveal the existing 12" wye. On the original plan sheet, the line is stated to be a 12" x 12" wye but on site it was verified to be a 12" x 8" wye. RFI #038 resulted in the updated plan sheet 10-C2.03. The adjustment of fittings shown in the RFI response will result in additional materials and an increase of pre-bolt up time. Please, see the attached supporting documentation as well as the change proposal pricing.

Bid Item No.	Description	COR Amount
	RDC - Emergency Pond 12" Tie-in - RFI #038	$5,929.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,770,060.00
Force Account Change per this COR	$	5,929.00
Revised Force Account Amount per this COR	**$**	**1,764,131.00**

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 1/26/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 04

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	02/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Four scum valves were provided by Sanitaire as part of their Scope of Supply, as called for in Section 46 53 53 – Sequencing Batch Reactor. This was an error in the specifications, as the Plans and valve technical specifications did not include the installation of scum valves in the reactor basins. Rather than request a credit for the valves, the County requested that these valves be installed at new SBRs 1&2 and at existing SBRs 3&4, but only stubbed out at the reactor wall. Extension of the scum piping to the Digesters may be performed on a future project. The cost increase of the change amounts to **$45,957.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,718,174.00**.

Document References:
Plan Sheet: 40-M2.01 & M4.01; 45-M2.01 & M4.01; 46-M2.01 Specification No:

Attachments:
- Price quote and cost breakdown (Change Order Request #6) from RDC.
- RFI #011 – Scum Valves.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/01/24	Date: 2/6/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, February 1, 2024
COR No. : 6

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request regarding the Scum Valve installation determined in RFI #011. The work included in this change are the following: (1) Additional 4" pipe and pipe fittings for SBR's 1,2,3 & 4, (2) Labor to install all four valves per the revised drawings shown in RFI#011, and (3) Additional Subcontractor costs. Please, see the attached documentation.

Bid Item No.	Description	COR Amount
	RDC - Scum Valves - RFI #011	$45,957.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,764,131.00
Force Account Change per this COR		$45,957.00
Revised Force Account Amount per this COR	**$**	**1,718,174.00**

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 2/1/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 05

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	02/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
The Contractor will be leaving the salvaged riprap from the Emergency Pond on-site instead of hauling and disposing of it off-site. A large portion of the salvaged riprap will be placed around along the pond's exterior embankment for stabilization, as called for in RFI 045. Contractor is providing a **credit** for the reduction in equipment and labor costs in the amount of **$3,780.00**.

The credit will be applied to Bid Item 2 (Force Account). The remaining balance of Bid Item 2 is **$1,721,954.00**.

Document References:
Plan Sheet: 15-C2.01

Specification No:

Attachments: Change Order Request (Credit) with Contractor price quote dated 01/09/2024 from RDC.
RFI 045 Emergency Riprap.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
- ☐ Lump Sum
- ☒ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☐ Engineer's Records
- ☐ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/02/24	Date: 2/6/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, February 1, 2024
COR No. : 7

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order per below for leaving the salvaged Rip-Rap from the Emergency Pond onsite and placing some around the outlined area as in RFI #045. Please, see the attached documents for futher detail.

Bid Item No.	Description	COR Amount
	RDC - Rip Rap Emergency Pond RFI#045	-$3,780.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,718,174.00
Force Account Change per this COR		-$3,780.00
Revised Force Account Amount per this COR	**$**	**1,721,954.00**

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 2/1/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 06

Owner:	Lyon County Utilities	Issuance Date:	04/29/24
Engineer:	DOWL	Effective Date:	04/29/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Presented is the addition of a 6-inch pipe support on the SN line to prevent undue stress on the section of pipe and to reduce risk of failure or leaks. This 6-inch pipe support will be located on the Inflow Channel wall where the 6" SN drops into the channel (See Sheet 10-C4.02, Detail 1). Pipe support is a carbon steel with a HDG (Galvanized) finish. The cost increase of the change amounts to **$1,533.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,720,421.00**.

Document References:
Plan Sheet: 10-C4.02 Specification No: _____

Attachments:
- Price quote and cost breakdown (Change Order Request #10) from RDC dated 04/19/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: David M Bruketta
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 04/29/24	Date: 5/8/24	Date: 5/9/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, April 19, 2024
COR No. : 10

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the additional pipe support on the 6" SN line. The pipe support location and size are indicated on plan sheet 10-C4.02. A 9" tall SST pipe support will be installed to prevent undue stress on the section of pipe reducing the risk of failure and leaks. Please, see the attached documentation below for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - Tristar 6" SN Pipe Support	$1,533.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	78,046.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,721,954.00
Force Account Change per this COR		$1,533.00
Revised Force Account Amount per this COR	**$**	**1,720,421.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 4/19/2024

Work Change Directive (WCD)

Work Change Directive No. 07

Owner:	Lyon County Utilities	Issuance Date:	06/12/24
Engineer:	DOWL	Effective Date:	05/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
County requested the installation of sampling ports on the filtrate discharge pipes of both the new and existing FKC screw presses. These ports will make it easier for maintenance staff to obtain filtrate samples for testing, rather than gathering samples from the collection pan on the bottom of the screw press. The cost increase of the change amounts to **$4,136.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,716,285.00**.

Document References:
Plan Sheet: N/A Specification No: 46 76 27

Attachments:
- Price quote and cost breakdown (Change Order Request #13) from RDC dated 06/06/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 06/12/24	Date: 6/18/24	Date: 6/18/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, June 6, 2024
COR No. : 13.1

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the addition of a 6" Filtrate Sample Port on the existing and the new screw press. This sample port includes the following: (2) 6" Slide Gates, (2) 6" Saddle Taps, and (2) Hose Bibs. Please, see the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 6" Screw Press Filtrate Sample Port	$ 4,136.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	79,579.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,720,421.00
Force Account Change per this COR		$4,136.00
Revised Force Account Amount per this COR	**$**	**1,716,285.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 6/6/2024

Work Change Directive (WCD)

Work Change Directive No. 08

Owner:	Lyon County Utilities	Issuance Date:	07/25/24
Engineer:	DOWL	Effective Date:	07/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Due to conflicts discovered during potholing the 24" Eff line was rerouted to go around the existing basins and tie in on the south side near the chlorine contact chamber. A credit is shown for the portions of the 24" Eff that were not performed while an increased cost was provided for the additional piping. The 12" ALP line was rerouted and shortened showing a credit. The increase in cost on the 12" ALP was for addition of fittings at the connection point. The materials that are unable to be returned but have been purchased shall be provided to the County. The cost increase of the change amounts to **$265,247.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,451,038.00**.

Document References:
Plan Sheet: 10-C2.01, 10-C2.02, 10-C3.01, 10-C4.01, 35-C3.01
Specification No: N/A

Attachments:
- Price quote and cost breakdown (Change Order Request #12.2) from RDC dated 07/08/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 07/25/24	Date: 7/29/24	Date: 8/1/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Monday, July 8, 2024
COR No. : 12.2

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the 24" Secondary Effluent Tie-in Conflict, 12" ALP Line Tie-in Conflict, and the 6" Tank Drain re-route. Please, see the attached documentation for further detail.

Bid Item No.	Description	COR Amount
N/A	RDC - 24" Secondary Effluent Tie-in Conflict	$ 258,279.00
N/A	RDC - 12" ALP Tie-in Conflict	$ 6,968.00
N/A		

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	79,579.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,720,421.00
Force Account Change per this COR		$265,247.00
Revised Force Account Amount per this COR	**$**	**1,455,174.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 7/8/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 09

Owner:	Lyon County Utilities	Issuance Date:	07/25/24
Engineer:	DOWL	Effective Date:	07/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required due to conflicts of the 12" CSE line and 4" DS lines while performing work on the west side of existing SBR's. The cost increase of the change amounts to **$21,742.00**.

High Temp wax ALP pipe wrap for corrosion resistance. The cost increase of the change amounts to **$34,883.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,394,413.00**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Price quote and cost breakdown (Change Order Request #14.2) from RDC dated 06/28/2024.
- Price quote and cost breakdown (Change Order Request #15) from RDC dated 06/28/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 07/25/24	Date: 7/29/24	Date: 8/1/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, June 28, 2024
COR No. : 14.2

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the following field orders: (1) Field Order #3 - South Meter Vault Conflict (2) Field Order #4 - 12inch CSE Conflict. Please, review the attached documentation for futher information.

Bid Item No.	Description	COR Amount
N/A	RDC - 4" DS Re-Route	$ 5,216.00
N/A	RDC - 12" CSE Re-Route	$ 16,526.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	83,715.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,716,285.00
Force Account Change per this COR		$21,742.00
Revised Force Account Amount per this COR	**$**	**1,694,543.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 6/28/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 10

Owner:	Lyon County Utilities	Issuance Date:	08/22/24
Engineer:	DOWL	Effective Date:	08/22/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required to add additional protection to the 10" RS lines between meter vault and new SBR #1 and #2. This slurry is to provide extra protection for the line with a shallow bury depth area incase heavy equipment were to travel over it. The cost increase of the change amounts to **$2,390.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,392,023.00**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Price quote and cost breakdown (Change Order Request #16) from RDC dated 08/13/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times
☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 08/22/24	Date: 8/22/24	Date:

David Bruketta Digitally signed by David Bruketta Date: 2024.08.23 07:46:25 -07'00'

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Tuesday, August 13, 2024
COR No. : 16.1

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request to Slurry the 10" Raw Sewage line north of the northern meter vault shown on revised plan sheet 10-C2.02. Please, see the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 10" RS Slurry North Yard Piping 10-C2.02	$ 2,390.00
N/A		
N/A		

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	405,587.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,394,413.00
Force Account Change per this COR	$	2,390.00
Revised Force Account Amount per this COR	**$**	**1,392,023.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 8/13/2024

Work Change Directive (WCD)

Work Change Directive No. 11

Owner:	Lyon County Utilities	Issuance Date:	09/25/24
Engineer:	DOWL	Effective Date:	09/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required from the DOWL team to support the Contractor in preparing the wiring diagram for the Digester Blower VFD's. Sanitaire is not able to provide a completely assembled VFD unit, only the motor, controller parts, etc. RDC and Sanitaire have agreed to have Nelson Electric assemble the two VFDs; however, Nelson has requested that DOWL prepare the wiring diagrams and coordinate with them through the process. RDC has agreed to compensate Lyon County for the DOWL to prepare the wiring diagram and coordinate with Nelson Electric.

The contractor is providing a credit in the amounts of **$4,100.00**.

Credit will be applied to Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,396,123.00**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Digester Blower Control Diagram

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 09/25/24	Date: 9/25/24	Date:

Digitally signed by David Bruketta
Date: 2024.09.26 07:30:13 -07'00'

DOWL

Work Change Directive (WCD)

Work Change Directive No. 12

Owner:	Lyon County Utilities	Issuance Date:	11/04/24
Engineer:	DOWL	Effective Date:	11/04/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required to install fittings and welding on 10-inch SS ALP to reroute around conflict with the Pre-React Zone divider wall. The extents of the additional work required are described in detail in RFI 70. The ALP was rerouted to run adjacent to the catwalk until beyond the conflict and then drop to its original design location under the catwalk.

The cost increase of the change amounts to **$9,386.45**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,386,736.55**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- PCO #018

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By: David Bruketta
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 11/04/24	Date: 11/5/24	Date: 11/5/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, October 24, 2024
COR No. : 18

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the 10" Stainless Steel ALP for SBR Basins 1&2 shown on revised plan sheets 40-M2.01 and 40-M4.01. RDC sent RFI No. 70 requesting if a core in the pre-react wall was acceptable. The RFI No.70 response resulted in additional fittings required. Please, see the attached for futher documentation.

Bid Item No.	Description	COR Amount
N/A	RDC - 10" SST ALP T&M	$ 9,386.45
N/A		TBD
N/A		TBD

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	405,587.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,394,413.00
Force Account Change per this COR	$	9,386.45
Revised Force Account Amount per this COR	**$**	**1,385,026.55**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 10/24/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 13

Owner:	Lyon County Utilities	Issuance Date:	01/24/25
Engineer:	DOWL	Effective Date:	01/24/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional fittings and expansion joints to be constructed at the Venturi Aeration Injection Skid per PCO #022. The extent of the work is detailed in Field Order 09. The purpose of these expansion joints at the Venturi is to accommodate any equipment movement that may occur during operation, without damaging the rigid pipes.

The cost increase of the change amounts to **$16,554.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,370,182.55**.

Document References:
Plan Sheet: See PCO #022 Specification No: N/A

Attachments:
- PCO #022 – Aeration Venturi

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

	RECOMMENDED:	ACCEPTED:	APPROVED:
By:	Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title:	Project Manager	Project Manager	Utilities Director
Date:	01/27/25	1/28/25	1/29/2025

DOWL

Work Change Directive (WCD)

Work Change Directive No. 14

Owner:	Lyon County Utilities	Issuance Date:	02/28/25
Engineer:	DOWL	Effective Date:	02/28/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
This Work Change Directive (WCD) pertains to PCO 23, which serves as a credit back to the contract for the engineer's jobsite trailer. The Engineer has reviewed the need for the trailer on-site and determined it is no longer necessary. The engineer has formally requested that the contractor remove the trailer and issue a credit for its removal as specified in Field Order 12. This WCD formalizes the removal request and the associated credit adjustment to the contract amount.

The contractor is providing a credit in the amounts of **$2,517.00**.

Credit will be applied to Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,372,699.55**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- PCO #023, Includes Field Order 12

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By: David Bruketta
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/28/25	Date: 3/3/25	Date: 3/4/2025

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Wednesday, February 19, 2025
COR No. : 23

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

Resource Development Company is submitting a credit for Field Order #012 regarding the return of the on-site engineering trailer.

Bid Item No.	Description	COR Amount
N/A	RDC - FO #12 Engineering Trailer Return	$ (2,517.00)
N/A		
N/A		

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	498,755.45
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,301,244.55
Force Account Change per this COR	$	(2,517.00)
Revised Force Account Amount per this COR	**$**	**1,303,761.55**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

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

By: Garrett Queen
Date: 2/19/2025

Cost and Price Backup

Estimate Summary - Costs and Prices

Direct Biditems

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	ALLOWANCE	Direct Total	Indirect Charge	Addon Bond	Total Cost	Balanced Bid (TO) Markup	Balanced Bid (TO) Total	Bid Prices Markup	Bid Prices Total
929 - PCO #23 - Engineering Trailer FO#12				**1 LS**										
			-2,517				-2,517			-2,517		-2,517.15		-2,517.15
										-2,517.15		-2,517.15		-2,517.15
Direct Totals														
			-2,517				**-2,517**			**-2,517**		**-2,517**		**-2,517**

Addon/Bond

Additional Cost		Addon/Bond Cost
Main Office Overhead	0 % of JB	-
No bond selected		-
Totals from Addon and Bond		
		-

Summary Information

Last Summary: 2/19/2025 11:37:00 AM

Last Spread: 2/19/2025 11:38:00 AM

Cost Report

Biditem

929

PCO #23 - Engineering Trailer FO#12

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

Activity: 01-30-070 TF-Job Trailer (Unreviewed) Quantity: 1.00 Unit: EA

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	-8.0000	-0.1250	0.0000	-1.0000	-1.0000	-1.0000	2,517.1500

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: Code not found.

Crew: ZZ Blank Crew Prod: US -1 Eff: 100.00 Crew Hrs: -8.00 Labor Pcs: 0.00 Equipment Pcs: 0.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3TRAILER	Engr Trailer	1.00	-5.00	MO	503.43	100.00	503.43	-2,517.15

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
Total	0	0	0	0	0	-2,517	0	0	-2,517

Calendars Used In Estimate

508 5 - 8 HOUR DAYS

Field Order #12

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Field Order No. 12

Date of Issuance:	February 5, 2025	Effective Date:	February 5, 2025
Owner:	Lyon County Utilities Department	Owner's Contract No.:	PWP-LY-2023-079
Contractor:	Resource Development Company	Contractor's Project No.:	
Engineer:	DOWL	Engineer's Project No.:	2353
Project:	Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion	Contract Name:	Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: 01 50 00 (Specification(s)) N/A (Drawing(s) / Detail(s))

Description:

The Engineer no longer needs the on-site trailer that is provided by RDC and can be removed. Please provide a cost credit for the remaining months to Substantial Completion (August 2025).

Attachments: None

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Project Manager	Title: Project Manager
Date: 2/5/2025	Date: 2/10/25

Copy to: Kishora Panda (Lyon County)

Invoice Back up
1) Quick Space

QUICK SPACE
Phone: (775) 359-4688
Fax: (775) 359-1118
web: www.quickspacenevada.com
email: billing@quickspacenevada.com

Our mailing address has changed.
Please remit all payments to:
PO Box 7417, Reno, NV 89510

Rental Invoice

DATE	INVOICE NO.
1/23/2025	1685709
TERMS	**DUE DATE**
Due on receipt	1/23/2025

BILL TO:
Resource Development Company, LLC
1050 Linda Way
Sparks, NV 89431
Attn: Accounts Payable

Rental fees are due in advance of rental period per lease terms. Late payment fees may be assessed per rental agreement.

Want to receive invoices via email? Call or email us!

PO	JOB	UNIT ID	DESCRIPTION	PERIOD	AMOUNT
23-026-A		ST2441	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	HWD114	Rental of Handwash Station-Double Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	HWD161	Rental of Handwash Station-Double Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	OCH209	Rental of 8' x 20' Office Container High Cube-Open per lease. Includes tax recovery. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	OCH3035	Rental of 8' x 40' Office Container High Cube-3 Room per lease. Includes tax recovery. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	503.43
23-026-A	23-026-A	ST0661	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	ST1885	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]

Total	[redacted]
Payments/Credits	$0.00
Due On This Invoice	[redacted]

THANK YOU! We appreciate the opportunity to be your partner for storage, mobile offices, and vans!

DOWL

Work Change Directive (WCD)

Work Change Directive No. 15

Owner:	Lyon County Utilities	Issuance Date:	04/17/25
Engineer:	DOWL	Effective Date:	04/17/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Construction of the structural walls in existing SBR 3 and 4 to build scum collection wells. Handrail material is to be salvaged from the portion of the wet wells to be abandoned and installed along the top of the new structural walls. Any additional Contract Time required for completion of this Work will be addressed through the Change Order process.

The cost increase of the change amounts to **$68,938.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,303,761.55**.

Document References:
Plan Sheet: See PCO #020 Rev.1 Specification No: N/A

Attachments:
- PCO #020 Rev.1
- FO #06 Rev.1

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: Per PCO 20 Rev 1

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase ~~(decrease)~~ in Contract Times:
Substantial Completion (days): 11
Ready for Final Payment (days): 11

	RECOMMENDED:	ACCEPTED:	APPROVED:
By:	Damon McAlister, PE (DOWL)	Vanessa F. Vazquez Digitally signed by Vanessa F. Vazquez DN: C=US, E=vvazquez@resourcedevelopmentco.com, O=Resource Development Company, CN=Vanessa F. Vazquez Date: 2025.04.28 16:57:03-07'00' — Vanessa Vazquez (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title:	Project Manager	Project Manager	Utilities Director
Date:	04/17/25		5/5/2025

DOWL

Work Change Directive (WCD)

Work Change Directive No. 16

Owner:	Lyon County Utilities	Issuance Date:	08/07/25
Engineer:	DOWL	Effective Date:	08/07/25
Contractor:	Farr Construction Corporation dba, Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
This Work Change Directive pertains to the 152 calendar-day Contract Time extension in Change Order No. 1. The time extension will result in additional costs incurred by the Owner for construction administration, field inspections, and engineering support services by the Engineer. Contractor will reimburse the Owner for these Engineering costs in a lump sum amount of **$68,692.00**, as agreed upon by all parties. Credit will be applied to Bid Item 2 – Force Account, in the Contractor's August 2025 Payment Request.

The remaining balance of Bid Item 2 after approval of the WCD 16 is **$1,372,453.55**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Change Order No. 1

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other:

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Raymond Bush (Farr Construction Corp, dba. Resource Development Company)	Sean Sinclair (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Interim Utilities Director
Date: July 17, 2025	Date: 7/15/25	Date: 8/12/25

DOWL

Work Change Directive (WCD)

Work Change Directive No. 17

Owner:	Lyon County Utilities	Issuance Date:	07/23/25
Engineer:	DOWL	Effective Date:	07/23/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Due to the use of constant speed mixer units for the Digester 1 & 2 basins, as outlined in Submittal 040 Rev. 2, an integral variable frequency drive mixer will no longer be present. As a result, the power supply equipment for the mixers located in MCC-1, Buckets 6H and 2H, per sheet 10-E4.10 Rev. 2, are required to contain Full Voltage Non-Reversing (FVNR) motor starters. The County has identified spare FVNR units that will be utilized for the Digester mixers. Per PCO #024, the additional Work will result in a cost increase in the amount of **$898.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,371,555.55**.

Document References:
Plan Sheet: 10-E4.10 Rev. 2 Specification No: 46 53 53 2.07

Attachments:
- PCO #024 Rev.1

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: Per PCO 24 Rev 1

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase ~~(decrease)~~ in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

	RECOMMENDED:	ACCEPTED:	APPROVED:
By:			
	Damon McAlister, PE (DOWL)	Sam Melvin (Farr Construction Corp. dba. Resource Development Company)	Sean Sinclair (Lyon County)
Title:	Project Manager	Project Manager	Interim Utilities Director
Date:	07/23/25	07/29/2025	7/30/2025

DOWL

Work Change Directive (WCD)

Work Change Directive No. 18

Owner:	Lyon County Utilities	Issuance Date:	08/07/25
Engineer:	DOWL	Effective Date:	08/07/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
The County has requested for all of the level float mounting brackets within the SBR, EQ, and Digester basins to match with existing hardware. Contractor will coordinate with DOWL's Field Representative to identify and salvage existing brackets to be reused for SBRs 1&2, the EQ Basin, and Digesters 1&2. Any remaining brackets will be returned to the County. The previously constructed brackets within the SBR 1&2 basins are to be abandoned in place.

Per PCO #025 Rev.1, the additional Work will result in a cost increase in the amount of **$3,376.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,368,179.55**.

Document References:
Plan Sheet: See Attached FO #15 Specification No: N/A

Attachments:
- PCO #025 Rev.1, FO #15

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: Per PCO 25 Rev.1

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase ~~(decrease)~~ in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

	RECOMMENDED:	ACCEPTED:	APPROVED:
By:			
	Damon McAlister, PE (DOWL)	Sam Melvin (Farr Construction Corp. dba. Resource Development Company)	Sean Sinclair (Lyon County)
Title:	Project Manager	Project Manager	Interim Utilities Director
Date:	08/07/25	08/13/2025	8/14/25

DOWL

Work Change Directive (WCD)

Work Change Directive No. **19 Rev. 1**

Owner:	Lyon County Utilities	Issuance Date:	11/12/25
Engineer:	DOWL	Effective Date:	11/12/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Sections 40 27 00, 3.10.B.2 and 40 27 00.03-1 of the project specifications identify that the corrosion protection for buried carbon steel pipe shall be provided by polyethylene encasement. A polyethylene encasement product conforming to the project specifications was submitted and approved per Submittal 003 – WNS Pipe Material. It was later identified by the Engineer that the specified polyethylene product was not appropriate for ALP pipe which experiences ALP temperatures greater than 200 °F. The Engineer coordinated with RDC and the material supplier to find an appropriate polyethylene product that these temperatures. The Engineer's finding was there is none for this application.

To correct the issue, the Engineer issued Field Order #05 for wax-tape product, suitable for the necessary corrosion protection and temperature rating. Work Change Directive (WCD) #09 was executed in response to the associated changes due to the additional Work specific to the SBR 1&2 12" ALP pipe installation with "TBD" in place for the remaining Digester ALP installations.

To complete the installation of the remaining Digester ALP piping, and to maintain uniform and proper corrosion protection, the Contractor is directed to wrap the 8" and 12" ALP piping between Operations Building (Digester Blowers) and Digesters 1&2 with the same wax-tape product used under WCD #09.

The cost increase for the additional Work amounts to **$20,796.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,347,383.55**.

Document References:

Plan Sheet: 10-C2.01, 75-C2.01 Specification No: 40 27 00

Attachments:

- PCO #029
- WCD #09

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: Per PCO #029

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase ~~(decrease)~~ in Contract Times:
Substantial Completion (days): 1
Ready for Final Payment (days): None

	RECOMMENDED:	ACCEPTED:	APPROVED:
By:			
	Damon McAlister, PE (DOWL)	Sam Melvin (Farr Construction Corp. dba. Resource Development Company)	Sean Sinclair (Lyon County)
Title:	Project Manager	Project Manager	Interim Utilities Director
Date:	11/12/25	11/13/2025	11/18/2025

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
16.b

Subject:
For Possible Action: To award a contract to MKD Construction, Inc. in an amount not to exceed $6,030,756 for the Highway 50 Sewer Replacement Project Phase 2 construction in Dayton and to authorize the Interim Utilities Director to sign project construction related documents. (Utilities Engineer, Kishora Panda)

Summary:
The Highway 50 Sewer Replacement Project Phase 2 is in Dayton, NV and the construction includes the abandonment/removal of existing sanitary sewer main and manholes, handling/coordination/disposal of contaminated materials, upsizing of approximately 1,950 linear feet of sanitary sewer pipe through conventional trench/jack and boring methods and will include the construction of new manholes adjacent to the existing sewer main alignment, bypass pumping, precast concrete fence installation, lateral reconnections, surface restoration, tree removal, and Dayton Valley Inn sign relocation. Lyon County solicited bids for the construction of the Highway 50 Sewer Replacement Project Phase 2 and opened them on November 17th, 2025. Lumos & Lyon County publicly opened the bids at 2:00pm in the Lumos & Associates Reno Office. No responsible responses (Bids) were received at the time of the public bid opening. During the seven (7) day waiting period following the Notice of No Responsible Bidders, one (1) bid was received on November 25th at 4:50pm from MKD Construction, Inc. The bid received from MKD Construction, Inc. is $6,030,756.00, with the Engineerâ€™s Opinion of Probable Construction Cost (OPCC) being approximately $5,472,425.00. Lumos and Associates performed a due diligence review of the bid document and determined the MKD Construction, Inc. bid to be responsive and responsible. Therefore, Lumos & Associates recommends that MKD Construction, Inc. be awarded the construction contract in the amount of $6,030,756.00.

Financial Department Comments:
This will be paid out of the Dayton Sewer Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Bid Tab-Bid Award Recommendation

- C510 Notice of Award 2018
- C520 2018 RD Edition Agreement

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

January 20, 2026

Sean Sinclair, Utilities Department Director
Lyon County Utilities
34 Lakes Blvd
Dayton, NV 89403

Subject: Highway 50 Sewer Replacement Project – Phase 2
Public Works Identification Number (PWP LY-2025-255)
Recommendation of Construction Award

Dear Sean:

The above referenced project is in Dayton, Lyon County, NV – beginning at Silver Street and running parallel with Highway 50 – and generally includes the abandonment/removal of existing sanitary sewer main and manholes, handling/coordination/disposal of contaminated materials, upsizing of approximately 1,950 linear feet of sanitary sewer pipe through conventional trench/jack and boring methods and will include the construction of new manholes adjacent to the existing sewer main alignment, bypass pumping, precast concrete fence installation, lateral reconnections, surface restoration, tree removal, and Dayton Valley Inn sign relocation. The depth of the existing/proposed sewer main within the project limits ranges from approximately 12 feet to 17 feet deep. The two jack and boring locations will be through the Dayton Valley Road Crossing and the Gold Canyon Creek Crossing.

Lumos & Associates (Lumos) Contracted with Lyon County to design the project in December of 2023, conducted survey, geotechnical, and engineering services through 2024 and into Fall of 2025. On October 8th, 2025 the Project was publicly bid to all Qualified Contractors. On November 17th, 2025 Lumos & Lyon County publicly opened the bids at 2:00pm in the Lumos & Associates Reno Office. No responsible responses (Bids) were received at the time of the public bid opening. During the seven (7) day waiting period following the Notice of No Responsible Bidders, one (1) bid was received on November 25th at 4:50pm from MKD Construction, Inc. The bid received from MKD Construction, Inc. is $6,030,756.00, with the Engineer's Opinion of Probable Construction Cost (OPCC) being approximately $5,472,425.00.

Lumos has compiled the Contractor's bid along with the original OPCC on the attached Bid Tabulation for reference.

Upon review of the documents, MKD Construction, Inc. has submitted a responsive and responsible bid for the project; therefore, Lumos & Associates recommends that MKD Construction, Inc. be awarded the full Contract in the amount of **$6,030,756.00**.

Please feel free to reach out if you have any questions.

Sincerely,

Collin Sturge, P.E. – Project Manager

cc. Kishora Panda

Lyon County Utilities
Highway 50 Sewer Replacement Project
PWP# LY-2025-255
Bid Tab

				Engineer's OPCC		MKD Construction, Inc.	
Bid Item No.	Item Description	Qty	Unit	Unit Price	Scheduled Value	Unit Price	Scheduled Value
1	Mobilization & Demobilization	10	%	$413,475.00	$413,475.00	$660,000.00	$660,000.00
2	Temporary Traffic Control	1	LS	$350,000.00	$350,000.00	$200,000.00	$200,000.00
3	Temporary Erosion Control	1	LS	$100,000.00	$100,000.00	$58,700.00	$58,700.00
4	Remove Ex. 8-inch Asbestos Cement Sewer Main	130	LF	$100.00	$13,000.00	$98.00	$12,740.00
5	Abandon Ex. 8-inch Sewer Main In-Place	1	LS	$55,000.00	$55,000.00	$49,000.00	$49,000.00
6	Remove Ex. 10-inch Asbestos Cement Sewer Main	59	LF	$200.00	$11,800.00	$142.00	$8,378.00
7	Abandon Ex. 48-inch Sewer Manhole	4	EA	$5,000.00	$20,000.00	$3,500.00	$14,000.00
8	Remove Ex. 48-inch Sewer Manhole	1	EA	$10,000.00	$10,000.00	$6,300.00	$6,300.00
9	Install Proposed 8-inch SDR 35 Sewer Main via Open Trench	86	LF	$500.00	$43,000.00	$481.00	$41,366.00
10	Install Proposed 10-inch SDR 35 Sewer Main via Open Trench	7	LF	$600.00	$4,200.00	$491.00	$3,437.00
11	Install Proposed 12-inch SDR 35 Sewer Main via Open Trench	1,377	LF	$750.00	$1,032,750.00	$600.00	$826,200.00
12	Install Proposed 12-inch SDR 26 Sewer Main via Open Trench	235	LF	$800.00	$188,000.00	$521.00	$122,435.00
13	Install Proposed 48-inch Sewer Manhole, Type 1	13	EA	$22,000.00	$286,000.00	$21,700.00	$282,100.00
14	Verify Location & Install New Sanitary Sewer Lateral Reconnection	6	EA	$20,000.00	$120,000.00	$14,300.00	$85,800.00
15	Temporary Bypass Pumping During Construction	1	LS	$150,000.00	$150,000.00	$524,000.00	$524,000.00
16	Surface Restoration (Concrete C&G, Sidewalk, AC Pavement, Agg Base)	1	LS	$100,000.00	$100,000.00	$362,900.00	$362,900.00
17	Install Pre-Cast Concrete Wall	560	LF	$1,000.00	$560,000.00	$1,370.00	$767,200.00
18	Remove and Relocate Dayton Valley Inn Sign	1	EA	$30,000.00	$30,000.00	$22,000.00	$22,000.00
19	Remove and Dispose of Existing Trees	1	LS	$25,000.00	$25,000.00	$135,000.00	$135,000.00
20	Required CCTV Inspections (Pre & Post)	1	LS	$20,000.00	$20,000.00	$37,300.00	$37,300.00
				Total Base Bid:	**$3,532,225.00**	**Total Base Bid:**	**$4,218,856.00**
	Contingent Items						
21	Rock Excavation	100	CY	$500.00	$50,000.00	$187.00	$18,700.00
22	SS/Water Special Construction Slurry Backfill	6	CY	$700.00	$4,200.00	$3,700.00	$22,200.00
23	NV Energy Pole Hold	1	LS	$50,000.00	$50,000.00	$74,600.00	$74,600.00
24	Transportation & Disposal of Contaminated Material at Landfill	400	CY	$800.00	$320,000.00	$451.00	$180,400.00
25	Force Account	1	LS	$500,000.00	$500,000.00	$500,000.00	$500,000.00
				Contingent Item Total:	**$924,200.00**	**Contingent Item Total:**	**$795,900.00**
	Alternate Bid Schedule						
A-1	Install Proposed 12-inch SDR 35 Sewer Main with 36-inch Steel Casing via Jack & Bore	254	LF	$3,000.00	$762,000.00	$3,800.00	$965,200.00
A-2	Install Proposed 12-inch SDR 35 Sewer Main with 48-inch Steel Casing via Jack & Bore	254	LF	$4,000.00	$1,016,000.00	$4,000.00	$1,016,000.00

Total Base Bid + Contingent Items Total + Alternate Bid Item A-1	**$5,218,425.00**	**$5,979,956.00**
Total Base Bid + Contingent Items Total + Alternate Bid Item A-2	**$5,472,425.00**	**$6,030,756.00**
Total Base Bid + Contingent Items Total + Alternate Bid Item A-1 + Alternate Bid Item A-2	**$6,234,425.00**	**$6,995,956.00**

NOTICE OF AWARD

Date of Issuance:	2/5/2026		
Owner:	Lyon County Utilities	Owner's Project No.:	LY-2025-255
Engineer:	Lumos & Associates, Inc.	Engineer's Project No.:	11127.000
Project:	Highway 50 Sewer Replacement Phase 2		
Contract Name:	Highway 50 Sewer Replacement Project Phase 2		
Bidder:	MKD Construction, Inc.		
Bidder's Address:	20 Stokes Drive, Mound House, NV 89706		

You are notified that Owner has accepted your Bid dated **11/25/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Highway 50 Sewer Replacement Project Phase 2

The Contract Price of the awarded Contract is $**6,030,756.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two (2) partially executed counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Engineer (Lumos & Associates, Inc.) one (1) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By *(signature)*: _____

Name *(printed)*: Scott Keller

Title: Chair – Board of County Commissioners

Copy: Engineer

EJCDC® C-510, Notice of Award.
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Lyon County Utilities** ("Owner") and **MKD Construction, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: This project will include the abandonment of existing sanitary sewer main, handling/coordination of contaminated materials, upsizing of approximately 1,900 linear feet of sanitary sewer pipe through conventional trench and jack and boring methods and will include the construction of new manholes adjacent to the existing sewer main alignment, abandonment of existing sewer main and manholes, bypass pumping, precast concrete fence installation, contaminated materials disposal, lateral reconnections, and surface restoration. The depth of the existing/proposed sewer main within the project limits ranges from approximately 12 feet to 17 feet deep. The two jack and boring location will be through the Dayton Valley Road crossing and the Gold Canyon Creek Crossing.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Highway 50 Sewer Replacement Phase 2**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Lumos & Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Lumos & Associates, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **144 Calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **174 Calendar** days after the date when the Contract Times commence to run.

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B. Surface Restoration – AC Pavement will be substantially complete within **131 Calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. Please reference Form C-410, as the following list of bid items identified therein are required to be completed as part of this scope of work. A cold patch or temporary pavement patch may be required, depending on construction sequencing, to allow businesses to reopen prior to the installation of a permanent pavement patch or AC pavement restoration.

- General Bid Item #16 – Surface Restoration with regards to AC Pavement Restoration at the following stations: 1+00 to 2+50, 4+60 to 6+40 (Sbragia Bar Lot), 9+20 to 9+45, 10+55 to 11+10, 14+18 to 14+40, 18+16 to 18+40.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Surface Restoration - AC Pavement **[131 Calendar Days]**
2. Substantial Completion **[144 Calendar Days]**
3. Final Completion **[174 Calendar Days]**

4.04 *Liquidated Damages*

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

1. *Substantial Completion:* Contractor shall pay Owner $**1200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1200** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner $**1200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

A. OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

1. On the On the basis of unit prices as stipulated in the Bid Form attached to this agreement and made a part hereof.

2. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

3. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments

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will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

    a. **95** percent of the value of the Work completed (with the balance being retainage).

    b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of **27** sheets with each sheet bearing the following general title: **High 50 Sewer Replacement Phase 2**.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **1** to **2**, inclusive).

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9. Preferential Bidder Status and Affidavit
10. Provisions of Nevada Revised Statute Chapter 338
11. Hartman Structural Engineering – Sbragia Bar Utility Impact Report
12. Contractor Fringe Benefits Statement
13. Certified Payroll Report
14. Non-Performance Payroll Report
15. Site Exploration Photos 12-19-2025 & 01-23-2025
16. NDOT Encroachment Permit
17. 2025 Nevada State Prevailing Wages
18. Agreement Against Boycott of Israel
19. Exhibits to this Agreement (enumerated as follows):
    a. N/A
19. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

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

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

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(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **February 5, 2026** (which is the Effective Date of the Contract).

Owner:	Contractor:
LYON COUNTY *(typed or printed name of organization)*	*(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Scott Keller *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Chair, Board of County Commissioners *(typed or printed)*	Title: _____ *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: Lyon County Utilities 34 Lakes Boulevard Dayton,, NV 89403	Address for giving notices:
Designated Representative:	Designated Representative:
Name: Sean Sinclair *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Interim Utilities Director *(typed or printed)*	Title: _____ *(typed or printed)*
Address: Lyon County Utilities 34 Lakes Boulevard Dayton, NV 89403	Address:
Phone: (775) 246-6220	Phone:
Email: ssinclair@lyon-county.org	Email:
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)* State: _____

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **Lyon County Utilities**

1.02 Bids shall be delivered to Lumos & Associates, Inc., 950 Sandhill Rd Suite 100, Reno, NV 89521.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Affidavit of Preferential Bidder Status and Preference Bidding Certification Uniform Affidavit of Certification.

G. Required Bidder Qualification Statement with supporting data; ~~and~~

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

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Lyon County Utilities Department
Highway 50 Sewer Replacement - Phase 2
Bid Schedule

LUMOS & ASSOCIATES

Bid Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization & Demobilization	%	10.0%	~~66,000.00~~ 660,000	660,000.00
2	Temporary Traffic Control	LS	1	200,000.00	200,000.00
3	Temporary Erosion Control	LS	1	58,700.00	58,700.00
4	Remove Ex. 8-inch Asbestos Cement Sewer Main	LF	130	98.00	12,740.00
5	Abandon Ex. 8-inch Sewer Main In-Place	LS	1	49,000.00	49,000.00
6	Remove Ex. 10-inch Asbestos Cement Sewer Main	LF	59	142.00	8,378.00
7	Abandon Ex. 48-inch Sewer Manhole	EA	4	3,500.00	14,000.00
8	Remove Ex. 48-inch Sewer Manhole	EA	1	6,300.00	6,300.00
9	Install Proposed 8-inch SDR 35 Sewer Main via Open Trench	LF	86	481.00	41,366.00
10	Install Proposed 10-inch SDR 35 Sewer Main via Open Trench	LF	7	491.00	3,437.00
11	Install Proposed 12-inch SDR 35 Sewer Main via Open Trench	LF	1377	600.00	826,200.00
12	Install Proposed 12-inch SDR 26 Sewer Main via Open Trench	LF	235	521.00	122,435.00
13	Install Proposed 48-inch Sewer Manhole, Type 1	EA	13	21,700.00	282,100.00
14	Verify Location & Install New Sanitary Sewer Lateral Reconnection	EA	6	14,300.00	85,800.00
15	Temporary Bypass Pumping During Construction	LS	1	524,000.00	524,000.00
16	Surface Restoration (Concrete C&G, Sidewalk, AC Pavement, Agg Base)	LS	1	362,900.00	362,900.00
17	Install Pre-Cast Concrete Wall	LF	560	1,370.00	767,200.00
18	Remove and Relocate Dayton Valley Inn Sign	EA	1	22,000.00	22,000.00
19	Remove and Dispose of Existing Trees	LS	1	135,000.00	135,000.00
20	Required CCTV Inspections (Pre & Post)	LS	1	37,300.00	37,300.00
			Total Base Bid	$4,218,856.00	

	Contingent Items				
21	Rock Excavation	CY	100	187.00	18,700.00
22	SS/Water Special Construction Slurry Backfill	CY	6	3,700.00	22,200.00
23	NV Energy Pole Hold	LS	1	74,600.00	74,600.00
24	Transportation & Disposal of Contaminated Material at Landfill	CY	400	451.00	180,400.00
25	Force Account	LS	1	500,000.00	500,000.00
			Contingent Items Total	$795,900.00	

	Alternate Bid Schedule				
A-1	Install Proposed 12-inch SDR 35 Sewer Main with 36-inch Steel Casing via Jack & Bore	LF	254	3,800.00	965,200.00
A-2	Install Proposed 12-inch SDR 35 Sewer Main with 48-inch Steel Casting via Jack & Bore	LF	254	4,000.00	1,016,000.00

TOTAL BASE BID + CONTINGENT ITEMS TOTAL + ALTERNATE BID ITEM A-1	$5,979,956.00
TOTAL BASE BID + CONTINGENT ITEMS TOTAL + ALTERNATE BID ITEM A-2	$6,030,756.00
TOTAL BASE BID + CONTINGENT ITEMS TOTAL+ ALTERNATE BID ITEM A-1 + ALTERNATE BID ITEM A-2	$6,995,956.00

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
16.c

Subject:
For Possible Action: Approve a contract with Lumos & Associates for an amount not to exceed $451,000 for construction administration, construction surveying, construction observation, engineering services during construction, and materials testing services for the Highway 50 Sewer Replacement Project Phase 2 construction. (Utilities Engineer, Kishora Panda)

Summary:
The Highway 50 Sewer Replacement Project Phase 2 Project is located in Dayton and includes the construction of approximately1,950 linear feet of sanitary sewer pipe through conventional trench/jack and boring methods and will include the construction of new manholes adjacent to the existing sewer main alignment, bypass pumping, precast concrete fence installation, lateral reconnections, surface restoration, tree removal, and Dayton Valley Inn sign relocation. This contract is for construction administration, construction surveying, construction observation, engineering services during construction, and materials testing services that supports the project construction.

Financial Department Comments:
This will be paid out of the Dayton Sewer Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Hyw 50 Sewer Ph 2 Constr Mangt Agreement Lumos

ENGINEERING SERVICES AGREEMENT

This Agreement made and entered into this _____day of _____, 2026, by and between LYON COUNTY, hereinafter referred to as the "COUNTY" and **Lumos and Associates, Inc.**, hereinafter referred to as "CONSULTANT":

WITNESSETH:

WHEREAS, COUNTY desires to obtain consulting services for **Highway 50 Sewer Replacement Project Phase 2 Construction Administration** for Lyon County Utilities in Dayton, Nevada, referred to as "Project;"

WHEREAS, it is deemed that the services of **Lumos and Associates, Inc.** are both necessary and in the best interests of the County; and

NOW, THEREFORE, COUNTY and, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - SERVICES

A. COUNTY agrees to retain and does hereby retain CONSULTANT to perform the professional services hereinafter more particularly described, with such services to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.

B. CONSULTANT hereby agrees to perform the professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said services.

C. CONSULTANT has the status of an independent contractor and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of COUNTY. CONSULTANT shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance. CONSULTANT is associated with the COUNTY only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, CONSULTANT is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the COUNTY whatsoever with respect to the indebtedness, liabilities, and obligations of CONSULTANT or any other party. CONSULTANT shall be solely responsible for, and the COUNTY shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any insurance plans available to employees of the City; (4) participation or contributions by either CONSULTANT or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage

provided by the COUNTY. CONSULTANT shall indemnify and hold the COUNTY harmless from, and defend the COUNTY against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither CONSULTANT nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the COUNTY.

ARTICLE II - SCOPE OF SERVICES

A. The Scope of Services is set forth in **Exhibit A** as attached hereto and incorporated herein by this reference.

B. CONSULTANT represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the services.

C. CONSULTANT represents that it and/or the persons it may employ will provide all services, deliverables, and work products under this Agreement that are consistent with industry standards under similar conditions. ("Standard of Care").

D. Before commencing with the performance of any work under this Agreement, CONSULTANT shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Agreement, CONSULTANT shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement. If CONSULTANT performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

ARTICLE III - COMPENSATION

A. Payment for the services hereinabove set forth shall be made by the COUNTY to the CONSULTANT and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

B. Compensation to the CONSULTANT are as set forth in the Rate scheduled attached as **Exhibit B**. Any expenses or costs not listed in Exhibit B will not be paid.

C Payments shall be made by the COUNTY based on itemized invoices from the CONSULTANT which lists costs and expenses. Such payments shall be for the invoice amount.

C. COUNTY shall pay CONSULTANT within thirty (30) days of receipt by COUNTY of CONSULTANT's invoice. If COUNTY disputes only portions of an invoice, COUNTY agrees to pay for undisputed items on that invoice within the time provided herein. Payment by COUNTY of invoices or request for payment shall not constitute acceptance by COUNTY of work performed under the Agreement by the CONSULTANT.

E. The not-to-exceed budget for the services authorized by this Agreement is the sum of **$ 451,000.00** and shall not be exceeded without written authorization of the COUNTY. The budget may be increased by amendment hereto if necessitated by a change in the scope of

services which increases the cost of providing the services. CONSULTANT is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV – TERM AND SCHEDULE OF WORK

A. This Agreement shall be effective for a period of **ONE (1) year from February 5, 2026 until February 4, 2027**, and subject to appropriate, shall remain in full force and effect until the services are completed, unless terminated pursuant to Article XVII - Termination of Work.

B. CONSULTANT will commence the services as described immediately following the approval of the Agreement by COUNTY and CONSULTANT will proceed with such services in a diligent manner.

ARTICLE V - ASSIGNMENT OF AGREEMENT

A. The CONSULTANT shall not assign this Agreement or any portion of the work without prior written approval of the COUNTY which may be withheld for any reason whatsoever.

ARTICLE VI- OWNER'S RESPONSIBILITY

A. COUNTY shall provide any information in its possession that is requested by CONSULTANT and is necessary to complete the Project. COUNTY shall assist CONSULTANT in obtaining access to public and private lands to allow the CONSULTANT to perform the work under this Agreement. COUNTY shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT. CONSULTANT may reasonably rely on the technical accuracy of documents and information furnished by the COUNTY.

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

A. CONSULTANT shall consider all information provided by COUNTY to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process or as required by the regulations of public entities.

ARTICLE VIII - NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To CONSULTANT:
Name: _Lumos & Associates, Inc.____
Address: __308 N. Curry Street, Suite 200___
_____Carson City, NV 89703_____
E-mail: ___bharer@lumosinc.com_____

To COUNTY:
Lyon County Utilities
Sean Sinclair, Interim Director
30 Lakes Blvd.
Dayton, NV 89403
E-mail: ssinclair@lyon-county.org

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

ARTICLE IX – FORCE MAJUERE / UNCONTROLLED FORCES

A. Neither COUNTY nor CONSULTANT shall be considered to be in default of this Agreement, if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or personal for any of the supplies, material, accesses, or services required to be provided by either COUNTY or CONSULTANT under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. CONSULTANT shall be paid for services performed prior to the delay.

B. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces, which are removable. The provisions of this Article shall not be interpreted or construed to require CONSULTANT or COUNTY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

ARTICLE X- GOVERNING LAW

A. This Agreement shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder and in accordance with the Dispute Resolution Procedures of Article XXII, the suit shall be brought in the appropriate court in Lyon County, State of Nevada. In the event of an arbitration or mediation pursuant to Article XXII, such arbitration or mediation shall be held in Reno, Carson City or Lyon County, Nevada.

ARTICLE XI - SUCCESSORS AND ASSIGNS

A. COUNTY and CONSULTANT each binds itself and their successors, and assigns to the other party to this Agreement and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations or this Agreement.

ARTICLE XII - INDEMNIFICATION

A. CONSULTANT shall defend, indemnify and hold harmless COUNTY and its officers, employees (collectively "Indemnitee") from liabilities, damages, losses, , and expenses, including, without limitation, reasonable attorneys' fees, to the extent caused by the negligent or willful acts or omissions of the CONSULTANT or employees or agents of the CONSULTANT in the performance of this Agreement.

B. CONSULTANT assumes no liability for the negligence or willful misconduct of any Indemnitee or other consultants of Indemnitee.

ARTICLE XIII - INTELLECTUAL PROPERTY INDEMNITY

A. CONSULTANT shall defend, hold harmless, and indemnify COUNTY from liability, loss, claims, demands, suits, costs, fees and reasonable expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), , for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by COUNTY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to COUNTY. This Indemnity Covenant shall survive the termination of this Agreement.

ARTICLE XIV – LIMITED LIABILITY

The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract but not yet paid to Consultant for the fiscal year budget in existence at the time of the breach. Damages for any Consultant breach shall not exceed 150% of the contract's maximum "not to exceed" value. Consultant's tort liability shall not be limited.

ARTICLE XV – PAYMENT OF TAXES

A. Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT'S performance of this Agreement including, without limitation, state and local taxes, unemployment insurance, social security, and income taxes.

ARTICLE XVI - INSURANCE

A. GENERAL REQUIREMENTS.

1. The COUNTY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

B. INDUSTRIAL INSURANCE (WORKERS' COMPENSATION & EMPLOYER'S LIABILITY).

1. It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the COUNTY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the COUNTY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT and each Subconsultant have compiled with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the COUNTY and COUNTY may approve in writing of such self-insurance prior to the signing of a Contract. The COUNTY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self- insured retentions. The CONSULTANT agrees that the COUNTY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

2. Consultant waives all rights against COUNTY and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation insurance or commercial umbrella insurance obtained by CONSULTANT pursuant to this Agreement. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

C. MINIMUM SCOPE OF LIABILITY INSURANCE. Coverage shall be at least as broad as:

1. Commercial General Liability at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 and ISO CG 20 37 04 13, or equivalent forms. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability under a contract. Consultant waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. The Insurer shall endorse the CGL policy as required to waive subrogation against County with respect to any loss paid under the policy.

The CONSULTANT shall maintain limits of no less than **$1,000,000** each occurrence,

$2,000,000 general aggregate, and **$2,000,000** products and completed operations aggregate.

2. Automobile Coverage at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01, CA 00 05, CA 00 25 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the COUNTY may agree to accept Auto Liability covered in the General Liability Policy, if nonowned and hired auto liability are included.

The CONSULTANT shall maintain limits of no less than **$1,000,000** or the amount customarily carried by the CONSULTANT, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

CONSULTANT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by CONSULTANT pursuant to this Agreement.

3. Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to COUNTY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the COUNTY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

The CONSULTANT shall maintain professional liability insurance for all services performed under this Agreement with limits of no less than **$1,000,000** and **$2,000,000** in the aggregate.

D. DEDUCTIBLES OR SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. The COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the Lyon County Risk Manager.

E. OTHER INSURANCE PROVISIONS

1. Except for professional liability and workers' compensation policies, the COUNTY, its officers, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials or employees.

2. The CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, and employees. Any insurance or self-insurance maintained by

the COUNTY, its officers, officials or employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, or employees.

4. Each liability insurance policy, except for professional liability and workers' compensation, shall contain a waiver of subrogation in favor COUNTY.

5. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Endorsements for General Liability, Auto, and Excess/Umbrella Liability listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the CONSULTANT'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

7. The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be canceled or non-renewed by either party, except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium mail has been given to the COUNTY. CONSULTANT shall notify COUNTY if its insurance is reduced in coverage or in limits.

F. ACCEPTABILITY OF INSURERS

1. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better authorized to do business in the State of Nevada or eligible surplus lines under federal and Nevada law and having agents in Nevada upon whom service of process may be made, or insurance providers otherwise approved in writing by the COUNTY in its sole discretion. COUNTY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

G. VERIFICATION OF COVERAGE

1. CONSULTANT shall furnish the COUNTY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the COUNTY. All certificate and endorsements are to be received and approved by the COUNTY before work commences. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBCONSULTANTS

1. CONSULTANTS shall require all subconsultants to be insured on their own or

under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subjected to all of the requirements stated herein unless otherwise modified by either the Lyon County Risk Manager or County Attorney.

I. MISCELLANEOUS CONDITIONS

1. If the CONSULTANT or any Subconsultant fails to maintain any of the insurance coverages required, the COUNTY may terminate this Agreement for cause.

2. Nothing herein contained shall be construed as limiting in any way to the extent to which the CONSULTANT may be held responsible for payment for damages to persons or property resulting from her operations or the operations of any subconsultant under her.

3. If CONSULTANT's failure to maintain the required insurance coverage results in a breach of this Agreement, COUNTY may purchase the required coverage, and without further notice to CONSULTANT, deduct from sums due to CONSULTANT any premium cost advanced by COUNTY for such insurance.

ARTICLE XVII – PUBLIC RECORDS

A. Pursuant to Chapter 239 of the Nevada Revised Statutes, information or documents received from CONSULTANT may be open to public inspection and copying. COUNTY will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. CONSULTANT may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that CONSULTANT thereby agrees to indemnify and defend COUNTY for honoring such a designation. The failure to so label any document that is released by COUNTY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

ARTICLE XVIII - TERMINATION OF WORK

A. Either party to this Agreement may terminate the Agreement for cause upon giving the other party thirty (30) days prior written notice. Cause may include, failure to perform through no fault of the party initiating the termination. In addition, COUNTY may terminate the Agreement for any one of the following causes: performance by CONSULTANT which fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; and COUNTY's lack of funds to complete the work. Cause for CONSULTANT may include, failure of COUNTY to make timely payment to CONSULTANT without good cause, following a demand for payment.

B. In addition, COUNTY may terminate any or all of the work covered by this Agreement by notifying CONSULTANT in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then CONSULTANT shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by COUNTY pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order,

then CONSULTANT and COUNTY shall need to determine what, if any additional services should be performed by CONSULTANT in order to close out the work in progress and provide any such unfinished materials to COUNTY. CONSULTANT and COUNTY shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by COUNTY for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXII.

C. In the event the Agreement is terminated by COUNTY for cause, including performance deemed unsatisfactory by COUNTY, or CONSULTANT failure to perform, or other cause created by CONSULTANT, COUNTY may withhold and offset against any payments otherwise due and/or seek recovery from CONSULTANT for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value of COUNTY's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination. Subject to the terms herein, CONSULTANT will be paid for services performed prior to termination.

D. CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

ARTICLE XIX - PROFESSIONAL SERVICES

A. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT and their subconsultants under this Agreement. Without limiting the effect of any other provision of this Agreement and in addition to any other provision contained herein, CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in their services.

B. CONSULTANT and their subconsultants retained pursuant to this Agreement are considered by COUNTY to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and COUNTY hereby relies upon those skills and the knowledge of CONSULTANT and their subconsultants. CONSULTANT and their subconsultants shall perform such professional services and duties as contained in this Agreement in conformance to and consistent with the standards generally recognized as being employed by professionals of their caliber in the State of Nevada and under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT to COUNTY.

C. Neither COUNTYS' review, approval, or acceptance of nor payment for any of the professional services or work required under this Agreement shall be construed to operate as a waiver of any of COUNTYS' rights under of this Agreement. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. CONSULTANT represents that neither the execution of this Agreement nor the rendering of services by CONSULTANT hereunder will violate the provisions of or constitute

a default under any other contract or agreement to which CONSULTANT is a party or by which CONSULTANT is bound, or which would preclude CONSULTANT from performing the SERVICES required of CONSULTANT hereunder, or which would impose any liability or obligation upon COUNTY for accepting such SERVICES.

E. Project information including, but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the COUNTY. The observations, findings, conclusions and recommendation made represent the opinions of the CONSULTANT. Reports, records, and information prepared by others will be used in the preparation of the report. The CONSULTANT has relied on the same to be accurate and does not make any assurances, representations, or warranties pertaining to the records or work of others, except for its subconsultants, nor does the CONSULTANT make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the CONSULTANT for use of reports for purposes of facility design by others.

ARTICLE XX – PROPERTY: COPYRIGHTS

A. The CONSULTANT shall furnish to the COUNTY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Agreement (hereinafter collectively referred to as "Documents"). The originals of such Documents shall be and remain the property of the COUNTY.

B. All of such Documents shall be deemed to be "works made for hire" prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the COUNTY when any such is subject to copyright. The CONSULTANT agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Lyon County Board of County Commissioners. The CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the COUNTY.

C. Should it be finally determined, by a court or to her tribunal of competent jurisdiction, that any of such Documents is not a "works made for hire," it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Documents to the COUNTY for the longest term allowed by law. Notwithstanding the foregoing, the CONSULTANT may retain copies of such Documents and such copies shall remain the property of the CONSULTANT. The CONSULTANT shall have the right to use such copies as it may desire, but the CONSULTANT may not sell, license, or otherwise market such Documents.

D. Documents, including drawings and specification prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by COUNTY or others on extensions of the services provided for the Project or any other project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from CONSULTANT will be at the COUNTY's sole risk without liability or legal exposure to CONSULTANT.

ARTICLE XXI - RIGHTS OF CONSULTANTS AND EMPLOYEES

A. No personnel employed by CONSULTANT shall acquire any rights or status in the COUNTY services and CONSULTANT shall be responsible in full for payment of its employees, including taxes, insurance, deductions, and benefits.

ARTICLE XXII - SERVICES BY COUNTY

A. It is understood and agreed that the COUNTY shall, to the extent reasonable and practicable, assist and cooperate with the CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental approval, right of access to work sites; providing material available from the COUNTY's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

ARTICLE XXIII - DISPUTE RESOLUTION PROCEDURE

A. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.

B. Unless otherwise provided for herein, each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceeding brought to enforce or interpret this Agreement. In no event shall any prevailing party be entitled to an award of attorney's fees.

ARTICLE XXIV - NO UNFAIR EMPLOYMENT PRACTICES

A. In connection with the performance of work under this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, veteran status, or any other protected class status applicable under federal, state or local law, rule or regulation.

B. Any violation of these provisions by CONSULTANT shall constitute a material breach of contract.

ARTICLE XXV - AMERICANS WITH DISABILITIES ACT

A. CONSULTANT and its subconsultants shall comply with the terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

ARTICLE XXVI - GENERAL PROVISIONS

A. Integration. This Agreement, including the Exhibits and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Agreement, constitutes the complete and integrated Agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

B. Limited Liability. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. COUNTY retains and asserts any available governmental immunity liability under Nevada or federal law.

C. Federal Funding: In the event federal funds are used for payment of all or part of this Agreement:

1. CONSULTANT certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
2. CONSULTANT and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program specific regulations.
3. CONSULTANT and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

D. Lobbying: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

E. Certification Required by NRS 332.065: By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term “boycott of Israel” has the meaning ascribed to that term in Section

3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

F. Severability. The legality of any provision or portion of this Agreement shall not affect the validity of the remainder.

G. Amendment. This Agreement shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.

H. No Third Party Benefit. This Agreement is a contract between COUNTY and CONSULTANT and nothing herein is intended to create any third party benefit.

I. Governing Law and Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Lyon.

ARTICLE XXVII - DUE AUTHORIZATION

A. Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. An electronic or facsimile signature on this Agreement shall be treated for all purposes as an original signature.

B. Duplicate originals. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

-Signature Page Follows-

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by the LYON COUNTY and CONSULTANT have caused this Agreement to be executed, all as of the day and year first above written.

CONSULTANT

By:_____
Steven G. Moon, P.E.
Lumos & Associates, Inc.
Director

LYON COUNTY

By:_____
SCOTT KELLER, Chairman
Lyon County Board of County Commissioners

ATTEST:

By:_____
Staci Lindberg, Lyon County Clerk
By: Deputy Clerk

APPROVED AS TO FORM:

By:_____
Lyon County District Attorney

LUMOS & ASSOCIATES

Carson City • Fallon • Lake Tahoe • Reno • El Dorado Hills www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, NV 89703
775.827.6111

January 16, 2026

LA23.862B

Sean Sinclair
Interim Utilities Director, Lyon County Utilities
34 Lakes Blvd.
Dayton, Nevada 89403
ssinclair@lyon-county.org

Subject: Highway 50 Sewer Replacement Project – Phase 2 Construction Administration

Dear Sean:

Lumos & Associates, Inc. (Lumos) appreciates the opportunity to provide you with this Contract for construction administration, construction surveying, construction observation, engineering services during construction (ESDC) and materials testing services for the Highway 50 Sewer Replacement Project – Phase 2 construction.

Project Understanding

This project will include the abandonment/removal of existing sanitary sewer main and manholes, handling/coordination/disposal of contaminated materials, upsizing of approximately 1,950 linear feet of sanitary sewer pipe through conventional trench/jack and boring methods and will include the construction of new manholes adjacent to the existing sewer main alignment, bypass pumping, precast concrete fence installation, lateral reconnections, surface restoration, tree removal, and Dayton Valley Inn sign relocation. The depth of the existing/proposed sewer main within the project limits ranges from approximately 12 feet to 17 feet deep. The two jack and boring locations will be through the Dayton Valley Road Crossing and the Gold Canyon Creek Crossing. Lyon County Utilities has requested that Lumos provide a scope of services to manage the project as the Construction Manager and provide ESDC, full-time construction inspection and materials testing services (anticipated to occur between March 2026 and August 2026). The following scope of work has been identified to assist the County with these efforts:

Project Scope

Task 1 – Construction Administration and ESDC

Lumos will provide the following construction administration and ESDC services:

- Prepare Construction Contract Documents and distribute them to County (Original executed contract and 3 conformed sets plus PDFs) and Contractor (per contract).
- Attend, prepare agenda(s), and conduct the preconstruction conference and progress meetings throughout the project duration. (1 Pre-Con and 24 Progress Meetings assumed.)
- Perform construction coordination. (Weekly site visits assumed)
- Review and provide recommendations on contractor's traffic control plans. (2 Submittals)
- Review and stamp contractor's submittals for conformance to the contract documents (20 Submittals assumed).
- Review and provide recommendations on Requests for Information (RFI) from the contractor.
- Review and provide recommendations on test results.

- Review and provide recommendations on contractor's construction schedule and work progress. (1 Baseline Schedule and 23 weekly updates assumed)
- Review construction Daily Field Reports (DFRs) for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request. (7 Pay Requests Assumed)
- Schedule and supervise material testing activities.
- Issue Field Orders (FO) to the Contractor.
- Provide recommendations to the County for any necessary construction changes (Work Change Directives - WCD) due to field conditions and associated cost for the WCD.
- Review contractor's change order (CO) proposal and provide recommendations for the Board's consideration and approval. (Up to 2 Change Orders assumed)
- Inspect and prepare a punch list of pending items to be completed followed by verifying that all punch list items are completed before issuing the final completion notice.
- Submit final test results, project photos and videos, field reports, and all other construction documents in electronic format (.pdf)
- Verify contractor's redlines for field changes and prepare record drawings. Submit draft of these documents to County for review. Incorporate county comments into the final record drawings. Submit contractors redlines and record drawings in electronic format (.pdf and AUTOCAD files)

Task 2 – Construction Surveying
Lumos will provide the following construction surveying services at a T&M rate per our current fee schedule not to exceed listed fees:

A. **Control Verification Survey -** Conduct an initial survey to locate and densify existing control referencing the project basis of bearings and benchmark as shown on the project plans. 1 Field visit
B. **Sewer Line Staking –** Provide 1 set of offset stakes at 50' interval along proposed sewer line and 2 offset stakes to each manhole and cleanout with cuts marked to rim and invert elevations per the plan and profile sheets. 2 field visits
C. **Walls –** Provide 1 set of offset stakes to walls on 50' intervals and all angle points. 1 field visit

A maximum of **four (4) field visits** to the site for the proposed tasks are budgeted for this task and the fees are prevailing wage rates. **Exclusions -** any services not listed above can be provided on a T&M basis for an additional fee. We require a minimum of 3 working days written notice to provide construction surveying.

Task 3 – Construction Observation
Lumos will provide construction inspection services as follows:

The following staffing shall be provided during construction of the planned improvements:

- Provide Inspector(s) that have the appropriate certification(s) required. Lumos will provide one full-time inspector, ten (10) hour workdays for 120 shifts. We anticipate a total of 1,200 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Notify Construction Project Manager of any field construction issues as or before issues occur to allow prompt resolution.
- Assist in problem resolution with the Engineer, County, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the County
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the County
- Maintain and deliver a clean field set of "as-builts" drawings
- Assist in preparation of the Punch List

Task 4 – Materials Testing
Lumos will provide materials testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Thirty (30) trips to support the site inspector at 4-hours per trip for a total of one hundred twenty (120) materials testing hours to perform compaction tests and materials sampling on structural fill, utility trench backfill, subgrade, aggregate base, Portland Cement Concrete, and asphalt concrete.
- Eight (8) Material Quality Testing Series anticipated to include: Sieve Analysis and Plasticity Index.
- Eight (8) Moisture Density Curves (Proctors), including Oversize Particle Correction.
- Three (3) Asphalt Concrete Series and nine (9) Pavement Cores
- Six (6) Portland Cement Concrete field samples and thirty-six (36) compressive strength tests.

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Task 5 – County Directed Services
Lumos will provide additional services not detailed in the above-listed tasks and any additional soil sampling and testing required for hazardous contaminants (Lead, arsenic and mercury). This task may be used at the sole discretion of the County. Work will be performed on a time and materials basis in accordance with Lumos fee schedule and with written approval from the county on the scope and fees for any additional services. Lumos' standard fee schedule is incorporated into this Contract Amendment.

Assumptions / Exceptions
Lumos has made the following assumptions in preparation of this Contract Amendment:

- The anticipated construction schedule is as follows:
  - NTP: 3/2/2026
  - Substantial Completion: 7/23/2026
  - Final Completion: 8/22/2026

- Contractor will have 174 calendar days to complete the project
- Lyon County will perform the required coordination and review of Contractor's Certified Payroll and other project reporting with the Labor Commissioner.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
1	Construction Administration and ESDC	$130,000
2	Construction Surveying	$17,000
3	Construction Observation	$216,000
4	Materials Testing	$38,000
5	County Directed Services	$50,000
	Total	**$451,000**

Tasks 1,2, 3, 4, and 5 are based on time and materials using our current fee schedule. Lumos will be happy to amend this Contract as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please execute the attached Engineering Services Agreement contract and return the same to our office . Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Engineering Services Standard Provisions of Agreement are a part of this proposal. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call us at (775) 827-6111 if you have questions.

Sincerely,

Collin Sturge, P.E.
Senior Project Manager
Engineering Division

Steven G. Moon, P.E.
Director
Construction Division

LUMOS & ASSOCIATES

Standard Fee Schedule

January 1, 2026

Engineering	Per Hour
Director	$315
Group Manager	295
Project / Senior Project Manager	245/265
Staff / Project / Senior Hydrogeologist	195/210/220
Staff / Project / Senior Engineer	200/215/225
Project / Senior / Lead Project Coordinator	190/200/215
Project Designer I / II / III / IV / V	115/145/155/165/175
Structural Drafter I / II / III / IV / V	110/140/150/160/170
Hydrogeologist Tech I / II / III / IV / V	110/140/150/160/170
Construction	**Per Hour**
Director	$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Project / Senior Geotechnical Engineer	215/225
Construction Services Supervisor / Engineer	180/195
Project / Senior Project Coordinator	190/200
Geotechnician	180
Inspector / Senior Inspector (includes nuclear gauge)	165/175
Construction Technician I / II / III / IV	125/135/145/155
Materials Technician I / II / III / IV (includes nuclear gauge)	115/125/135/145
Surveying	**Per Hour**
Director	$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Associate / Staff / Project / Senior Surveyor	185/200/215/225
Project / Senior Project Coordinator	190/200
Photogrammetrist / Photogrammetry Manager	175/215
GIS Analyst	145
Surveying Technician I / II / III / IV/ V	100/145/155/165/175
Party Chief / Sr. Party Chief	195/225
Administrative & Other Services	**Per Hour**
Administrative Support	$130
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

LUMOS & ASSOCIATES

Quality Control Fee Schedule

January 1, 2026

Testing/Inspection	Per Hour
Director	$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Project / Senior Geotechnical Engineer	215/225
Construction Services Supervisor / Engineer	180/195
Project / Senior Project Coordinator	190/200
Geotechnician	180
Inspector / Senior Inspector (includes nuclear gauge)	165/175
Construction Technician I / II / III / IV	125/135/145/155
Materials Technician I / II / III / IV (includes nuclear gauge)	115/125/135/145

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

LUMOS & ASSOCIATES

Quality Control Fee Schedule

January 1, 2026

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	550

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
17.a

Subject:
For Possible Action: Approve Sciarani & Co. as the auditor for the County with the fiscal year costs for fiscal years 2026, 2027, and 2028 being $90,000, $95,000, and $100,000. (Comptroller, Josh Foli)

Summary:
Sciarani & Co. was previously approved by the Board to do the County audit for the three fiscal years 2023 through 2025. The proposed annual audit costs are: $90,000 for FY 2026, $95,000 for FY 2027, and $100,000 for FY 2028. For comparison in FY 2025: Carson City's annual audit cost is $108,000 ; Douglas County's annual audit cost is $172,380.

Financial Department Comments:
Recommend approval.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Auditor Proposal FY 2026-2028 by Sciarani and Co

Sciarani & Co.
Certified Public Accountants

A Professional Corporation

January 14, 2026

To the Honorable Board of Commissioners
Lyon County, Nevada

We respectfully submit this letter as a proposal to continue serving as the independent auditors for Lyon County for the three fiscal years ending June 30, 2026 through June 30, 2028.

Our firm's objective has always been to establish a strong professional partnership with Lyon County by assisting you in meeting the challenges and opportunities associated with achieving your financial and reporting objectives. The quality of our audit services is the result of our firm's long-standing commitment to governmental auditing, ongoing professional education, and more than 30 years of specialized experience in governmental and single audits. Competitive fees, high-quality service, and a genuine interest in our clients have consistently been the hallmark of our practice.

We recognize that our most important product is the delivery of prompt, accurate, and effective audit services of the highest quality. Accordingly, we dedicate substantial time and resources to each engagement to ensure that we meet the high standards our clients deserve and those required by our profession. Our firm prides itself on staying current with new Governmental Accounting Standards Board (GASB) pronouncements and meeting all continuing professional education requirements under governmental auditing standards. Each member of our audit team devotes significant time annually to acquiring the education and technical skills necessary to enhance audit quality. In addition, Mr. Sciarani has successfully passed the Advanced Single Audit Certificate Examination.

In January 2025, our firm successfully completed its mandatory peer review under the American Institute of Certified Public Accountants (AICPA) Peer Review Program. Peer reviews are required once every three years for firms that issue attestation opinions and are designed to ensure compliance with professional standards and audit requirements through an independent evaluation of selected audit engagements. We are proud to report that our firm received an unmodified Peer Review Report with no findings or letters of comment, a copy of which accompanies this proposal.

The *Journal of Accountancy* published an article entitled *"Common Attributes of Quality Audits,"* which identified several key characteristics associated with high-quality governmental audits. Among those attributes were the following:

1. An audit firm that has received an unmodified peer or quality review.
2. An audit team with substantial annual continuing professional education in governmental accounting and federal financial assistance audits.

3. A CPA firm partner who devotes a significant portion of current-year time to federal financial assistance audits.
4. An audit team that spends a substantial percentage of its total time performing audits.
5. A manager whose time on the engagement represents a significant portion of the total audit hours.

Sciarani and Co. strongly believes that we meet each of these attributes, thereby ensuring that Lyon County continues to receive a high-quality audit. We believe our firm's profile, experience, and dedication to governmental auditing are instrumental in providing Lyon County with timely, thorough, and personalized professional service.

We would welcome the opportunity to renew our service agreement with Lyon County and to continue our successful professional relationship for an additional three-year period.

Recent revisions to Government Auditing Standards (the Yellow Book) have expanded quality control and engagement-level requirements applicable to audit firms. These changes require enhanced internal monitoring, documentation, and independent quality reviews to ensure compliance with the updated standards. The additional procedures and administrative effort associated with these requirements have resulted in increased costs, which are reflected in the proposed fee adjustment.

Due to the continual issuance of new GASB pronouncements and the corresponding increase in audit scope and required effort, as well as ongoing inflationary pressures, we are proposing modest increases to the annual audit fee. We propose an increase from the current annual fee of $80,000 to $90,000 for fiscal year 2026, $95,000 for fiscal year 2027, and $100,000 for fiscal year 2028.

Thank you for your consideration and for the opportunity to submit this proposal. We appreciate the confidence Lyon County has placed in our firm and look forward to the possibility of continuing to serve as your independent auditors.

Sincerely,

Sciarani & Co.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
17.b

Subject:
For Possible Action: Approve a sixteen percent (16%) salary table increase for salary ranges L2 through L5, with associated salary increases for employees in those ranges, effective February 14, 2026 and authorize $60,000 in a budget transfer from the General Fund contingency. The employees in the L2 through L5 pay rages include the Deputy District Attorney I and II, Senior Deputy District Attorney, Chief Deputy District Attorney, and Court Master. (Comptroller, Josh Foli)

Summary:
The District Attorney's Office has had a significant challenge hiring Deputy District Attorneys for the past four years, with two out of seven positions (28.6%) being vacant for much of that time period. There have been a number of applicants that have been offered jobs to fill the positions; however many declined due to salary reasons. They were offered advanced hire salaries that maintained internal equity with existing employees, but were not high enough to fill the position. This proposal would increase our existing salaries to be more comparable with other class three counties. The estimated annual cost of approximately $121,000, with about half of that being estimated for the existing fiscal year.

Financial Department Comments:
This would require a budget transfer from the General Fund contingency in the amount of $60,000.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Proposed Master Salary Table - Effective 2-14-26.pdf

PROPOSED MASTER SALARY TABLE (FY 2025-2026)

Effective February 14, 2026

Pay Grade	Employer Paid		Employee/Employer Paid	
	Min.	Max.	Min.	Max.
A2	$ 18.1203	$ 28.9899	$ 21.6889	$ 34.6991
	$ 37,690.22	$ 60,298.99	$ 45,112.91	$ 72,174.13
A3	$ 19.9324	$ 31.8918	$ 23.8578	$ 38.1725
	$ 41,459.39	$ 66,334.94	$ 49,624.22	$ 79,398.80
A4	$ 22.9661	$ 36.7535	$ 27.4890	$ 43.9916
	$ 47,769.49	$ 76,447.28	$ 57,177.12	$ 91,502.53
A5	$ 25.2492	$ 40.4063	$ 30.2217	$ 48.3638
	$ 52,518.34	$ 84,045.10	$ 62,861.14	$ 100,596.70
T1	$ 22.8082	$ 34.2124	$ 27.3000	$ 40.9501
	$ 47,441.06	$ 71,161.79	$ 56,784.00	$ 85,176.21
T2	$ 24.9335	$ 37.4185	$ 29.8438	$ 44.7876
	$ 51,861.68	$ 77,830.48	$ 62,075.10	$ 93,158.21
T3	$ 27.5811	$ 41.3777	$ 33.0128	$ 49.5265
	$ 57,368.69	$ 86,065.62	$ 68,666.62	$ 103,015.12
T4	$ 28.9535	$ 43.4424	$ 34.6555	$ 51.9978
	$ 60,223.28	$ 90,360.19	$ 72,083.44	$ 108,155.42
P1	$ 26.7670	$ 40.1505	$ 32.0384	$ 48.0576
	$ 55,675.36	$ 83,513.04	$ 66,639.87	$ 99,959.81
P2	$ 32.0323	$ 48.0483	$ 38.3406	$ 57.5108
	$ 66,627.18	$ 99,940.46	$ 79,748.45	$ 119,622.46
P3	$ 41.2660	$ 60.5234	$ 49.3928	$ 72.4427
	$ 85,833.28	$ 125,888.67	$ 102,737.02	$ 150,680.82
M1	$ 27.5680	$ 44.1088	$ 32.9972	$ 52.7955
	$ 57,341.44	$ 91,746.30	$ 68,634.18	$ 109,814.64
M2	$ 34.2590	$ 54.8141	$ 41.0059	$ 65.6090
	$ 71,258.72	$ 114,013.33	$ 85,292.27	$ 136,466.72
M3	$ 37.6849	$ 60.2959	$ 45.1065	$ 72.1704
	$ 78,384.59	$ 125,415.47	$ 93,821.52	$ 150,114.43
L1	$ 66,025.58	$ 82,531.97	$ 79,028.45	$ 98,785.57
L2	$ 108,502.03	$ 146,796.86	$ 129,870.09	$ 175,706.59
L3	$ 121,266.97	$ 165,944.28	$ 145,148.92	$ 198,624.85
L4	$ 140,414.39	$ 191,474.17	$ 168,067.18	$ 229,182.52
L5	$ 159,561.81	$ 187,072.46	$ 190,985.43	$ 223,913.95
D1	$ 91,047.43	$ 136,153.78	$ 108,978.04	$ 162,967.49
D2	$ 102,468.11	$ 153,702.16	$ 122,647.88	$ 183,971.81
D3	$ 117,113.50	$ 175,670.25	$ 140,177.49	$ 210,266.22
E	$ 164,096.14	$ 220,794.71	$ 196,412.74	$ 264,277.36

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
18.a

Subject:
For Possible Action: Approve the elimination of the vacant Utilities Meter Technician position by replacing it with a Water Systems Technician position. (Human Resources Director, Ben Evans)

Summary:
The Utilities Meter Technician position was originally created to change all of Dayton over to water meters that could be read electronically. This project is now substantially completed. With a vacancy in this position, it is a good time to change it to a Water Systems Technician position. The salary range for a Water Systems Technician position is higher than the salary range for a Utilities Meter Technician; however, the budgeted amount falls within the range of the higher-paid position.

Financial Department Comments:
This can be accomplished within the existing budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
19.a

Subject:
For Possible Action: Approve a letter of support on behalf of the Board of Commissioners for South Lyon County Medical Center and the South Lyon County Hospital District for the construction of a new primary clinic to replace the existing modular building. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:
The clinic is being funded by grants and a USDA loan. There should be no fiscal support being requested from Lyon County for this agenda item.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Letter of Support for South Lyon Medical Center Primary Care Clinic

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY NEVADA
27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6531 **Fax**: (775)463-6533

John Cassinelli, District 1
Scott Keller, District 2
Tammy Hendrix, District 3
Rob Jacobson, District 4
Dave Hockaday, District 5

Andrew Haskin
County Manager

February 5, 2026

Toni Inserra, CPHRM
South Lyon Medical Center
P.O. Box 940
Yerington, NV 89447

RE: Letter of Support for the construction of a new primary care clinic for South Lyon Medical Center

On behalf of Lyon County, I am writing to express our support for South Lyon County Hospital District's proposal to construct a new primary care clinic to replace the existing modular building currently located in the front parking area of the campus. This project represents a significant and much-needed investment in our community's healthcare infrastructure.

Access to quality healthcare services is a critical priority for our residents. Lyon County has experienced growth in population and evolving healthcare needs, making it essential to expand the capacity of local providers. The proposed primary care clinic will provide a permanent, modern facility to support high-quality, patient-centered care, improve accessibility, and better integrate services on the hospital campus. The new facility will allow the South Lyon County Hospital District to recruit and retain providers, enhance privacy and infection control, expand service capacity, and create a more welcoming environment for patients and families. We look forward to the long term stability of essential healthcare services that our rural community needs.

South Lyon County Hospital District has demonstrated a history of dedicated service to Lyon County, and we are confident in their ability to successfully manage this project. This investment will have a profound and lasting impact on the health and well-being of our community. Thank you for considering this vital project.

Sincerely,

Scott Keller, Chairman
Lyon County Board of County Commissioners

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 5, 2026

Agenda Item Number:
19.b

Subject:
For Possible Action: Approve a second Commissioner to serve on the Nevada Association of Counties (NACO), NACO Board of Directors for calendar year 2026. Commissioner Keller is advancing to serve on the NACO Executive Board. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Commissioner Appointments 2026
- 1-3 General Responsibilities

Commissioners Appointments to Boards

	(Primary, Alternate, or Second)
Comstock Historic District	Comm. Hendrix
Debt Management Commission	Comm. Jacobson
Mason Valley Conservation District	Comm. Hockaday
Smith Valley Conservation District	Comm. Hockaday
Dayton Valley Conservation District	Comm. Cassinelli
Nevada Public Agency Insurance Pool	Comptroller Josh Foli
Nevada Public Agency Compensation Trust	Comptroller Josh Foli
Nevada Association of Counties (NACO):	
• **NACO Board of Directors**	Comm. Keller & Alt. Comm. Hendrix
• **NACO Legislative Committee**	Comm. Keller
• **NACO Public Lands and Natural Resources Committee**	Comm. Hendrix & Comm. Keller
Local Emergency Planning Committee	Comm. Hockaday
Northern Nevada Development Authority	CM Andrew Haskin & Comm. Cassinelli
Nevada Works	Comm. Jacobson & Comm. Cassinelli
Walker River Irrigation District	Comm. Hockaday
Carson Water Sub Conservancy	Comm. Hendrix
Room Tax Board	Comm. Jacobson & Comm. Keller
Quarterly Jail Inspections	Comm. Hockaday
Truckee Canal Safety Commission	Comm. Jacobson & Alt. Comm. Keller
Carson Area Metropolitan Planning Organization	Comm. Cassinelli
Regional Transportation Commission	Comm. Keller
Quad County Legislative Coalition	Comm. Keller & Hendrix
State Land Use Planning Agency (SLUPAC)	Comm. Keller
Nevada Local Justice Reinvestment Coordinating Council	District Attorney Steve Rye or Designee
Nevada Commission of the Aging	Comm. Jacobson
Intergovernmental Executive Committee *Term expires Dec. 2027	Comm. Keller & Alt. CM Andrew Haskin

	LYON COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES		
TOPIC: County Commission: General Powers & Responsibilities			NUMBER: 1 – 3
EFFECTIVE: 7/19/2012	REVISED: 06/18/2025	REVIEWED:	
REFERENCE: LCC 1.07, NRS 241, NRS 244			
POLICY CUSTODIAN: County Manager			

A. County Commission Generally

Fundamentally, the powers of the County Commission are to be utilized for the good of the community and its residents; to provide for the health, safety and general welfare of the citizenry. The County Commission is the policy making and law-making body of the County. State law and local ordinances grant the powers and responsibilities of the Commission.

It is important to note that the Commission acts as a body and speaks with one "corporate voice". No member has any extraordinary powers beyond those of other members. While the Chairman has some additional ceremonial and presiding officer responsibilities as described below, when it comes to establishing policies, voting, and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Commission. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Commission to a course of action. Commission Members should respect adopted Commission policy. In turn, it is staff's responsibility to ensure the policy of the Commission is upheld.

Actions of staff to pursue the policy direction established by a majority of Commission do not reflect any bias against Commission Members who held a minority opinion on an issue.

1. Commission Non-Participation in Administration

In order to uphold the integrity of the Commission-Manager form of government, and to provide proper checks and balances, members of the County Commission shall refrain from becoming directly involved in the administrative affairs of the County. As the Commission is the policy making body and the maker of local laws,

its involvement in enforcement of ordinances would only damage the credibility of the system.

Except for the purpose of inquiry, the Commission and its members will deal with the administrative service solely through the County Manager or designee, and neither the Commission nor any advisory board or member of an advisory board shall give orders to any subordinate of the County Manager.

B. ROLE OF COMMISSION MEMBERS

Members of the Lyon County Commission are collectively responsible for establishing policy, adopting an annual budget, and providing vision and goals to the County Manager and staff. The following outline is a brief description of the various duties of Commission Members. The description is not intended to be comprehensive, but rather it is an effort to summarize the primary responsibilities of the Commission.

1. Summary of Commission Duties and Responsibilities as Provided in, but not Limited to, the Nevada Revised Statutes, Nevada Administrative Code and Lyon County Code.

    a. Establish Policy

        1) Adopt goals and objectives
        2) Establish priorities for public services
        3) Approve/amend the operating and capital budgets
        4) Approve contracts
        5) Adopt resolutions

    b. Enact Local Laws

        1) Adopt ordinances

    c. Supervise Appointed Officials

        1) Appoint County Manager
        2) Evaluate performance of County Manager
        3) Establish advisory boards and commissions
        4) Make appointments to advisory bodies
        5) Provide direction to advisory bodies

    d. Provide Public Leadership

1) Relate wishes of constituents to promote representative governance
2) Mediate conflicting interests while building a consensus
3) Communicate the County's vision and goals to constituents
4) Represent the County's interest at regional, county, state, and federal levels

e. Decision-Making

1) Study problems
2) Review alternatives
3) Determine best course of public policy

C. ROLE OF CHAIRMAN

1. Presiding Officer

The Chairman serves as the presiding officer and acts as chair at all meetings of the County Commission. The Chairman may participate in all deliberations of the Commission in the same manner as any other members and is expected to vote in all proceedings, unless a conflict of interest exists. The Chairman does not possess any power of veto. The Chairman may move an action and may second a motion.

D. ABSENCE OF CHAIRMAN AND COMMISSION MEMBERS

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman. When both the Chairman and Vice Chairman are absent, the Commission may choose from among its members a person to serve as acting Chairman, who shall, for the term of such absence, have the powers of the Chairman.

E. ELECTION OF OFFICERS

Procedures for electing officers are as follows:

1. Annual Election of Chairman and Vice Chairman

Annually, at the first meeting of the calendar year, the members thereof will choose a presiding officer from their number who will have the title of Chairman. In addition to the powers conferred upon him/her as Chairman, he/she will continue to have all the rights, privileges and immunities of a member of the Commission. If a permanent vacancy occurs in the Office of Chairman, the members of the Commission at their next regular meeting will select a Chairman from their number for the unexpired term. Following the election of the Chairman, there will be an

election for Vice Chairman. The term of the Vice Chairman will run concurrently with that of the Chairman.

2. Nominations

Nominations will be taken from members of the Board in the form of a motion and must be seconded by a commissioner other than the commissioner making the motion. If the motion is not seconded this process will be followed until a motion has been seconded and a simple majority of the Board members present has voted in favor of the motion. If the vote taken is not in favor of the motion and seconded; the process will start all over until a Chairman is selected. The new Chairman will then take control of the meeting and begin the process for the Vice Chairman.

The process to elect a Vice Chairman will follow the same process to elect the Chairman. Any member nominated for Chair or Vice Chair can decline the nomination.

3. Resignation of Chairman or Vice Chairman

If the Chairman or Vice Chairman resigns, the County Commission will appoint a new Chairman or Vice Chairman, using the procedure outlined above.

F. DECLARATION OF DISASTER OR EMERGENCY

Pursuant to NRS 414 and Lyon County Code 3.03.03 the Board of Commissioners have the authority to declare an emergency or disaster. This will be accomplished as follows:

1. The County Manager or designee shall notify the Board of Commissioners, County Clerk and District Attorney of the need for such declaration and request an emergency meeting of the Board as authorized by the open meeting law.

2. The Board will meet, outlying Commissioners may call in, at the date and time specified in the agenda.

3. The Board will hear testimony for the need of such declaration and make a decision.

4. The meeting of the Board will be recorded and minutes kept in accordance with the open meeting law.

5. The County Manager is authorized to make a declaration of emergency or disaster if a quorum of the Board is not present in the County or available by telephone.

6. The County Manager's designee, as addressed in the County Emergency Operations Plan, is authorized to make a declaration of emergency or disaster if a quorum of the Board and the County Manager is not present in the County or available by telephone.

7. The Declaration shall be signed by the members present, County Manager and attested to by the County Clerk and then sent to the Nevada Division of Emergency Management and Homeland Security.

G. APPOINTMENT/REMOVAL OF COUNTY MANAGER & APPOINTED DEPARTMENT HEADS

The Board of County Commissioners is responsible for the appointment and supervision of the County Manager as authorized by Nevada Revised Statutes Chapter 244 and Lyon County Code 1.07.

The County Manager is authorized by Lyon County Code 1.07.07 to appoint, discipline or terminate appointed department heads.

H. APPOINTMENT TO COMMITTEES, BOARDS AND COMMISSIONS

1. The members of the Board and staff serve on a variety of committees, boards and commissions. The Board will, annually, at the first meeting in January make appointments to the various committees, boards and commissions by:

    a. The Chairman will begin the process by asking the Board members if there are members interested in participating. In the event only one Commissioner is interested in serving on a committee, board or commission then the Chair will make the appointment. In the event that two or more members of the Commission want to serve then the Chair will entertain a motion and second to make the appointment. A simple majority vote is required to approve the appointment. Upon completion of the appointment process the Chair will entertain a motion and second to approve the appointments.

    b. The following are standing committees, boards, and commissions:

        - Comstock Historic District
        - Lyon County Debt Management Commission
        - Mason Valley Conservation District
        - Smith Valley Conservation District
        - Dayton Valley Conservation District
        - Nevada Public Agency Insurance Pool
        - Nevada Association of Counties (NACO)

    - NACO Board of Directors
    - NACO Legislative Committee
    - NACO Public Lands and Natural Resources Committee
- Local Emergency Planning Committee
- Northern Nevada Development Authority
- Nevada Works
- State Land Use Planning Advisory Committee
- Walker River Irrigation District
- Carson Water Subconservancy District
- Lyon County Room Tax Board
- Western Nevada Home Consortium
- Quarterly Jail Inspection
- Truckee Canal Safety Commission
- Lyon County Regional Transportation Commission
- Carson Area Metropolitan Planning Organization
- Quad County Legislative Coalition
- Nevada Local Justice Reinvestment Coordinating Council
- Nevada Commission on Aging
- Intergovernmental Executive Committee

c. New committees, boards, commissions

In the event that a new committee, board or commission is created and/or requires appointment the Board will make such appointment at the next Board meeting by following the procedures outlined above.

2. Appointment of Citizens to Boards, Commissions and Committees

a. <u>Advisory Boards</u>

Appointments to and Removal from the various Advisory Boards will be made by the Board of County Commissioners as outlined in County Code, Resolution and Bylaws creating the Advisory Board.

Memberships on Advisory Boards are selected with the intent to provide representation from a broad cross-section of the represented community. The idea is to ensure that all major viewpoints are examined, and that any faction or special interest group does not dominate the Advisory Board.

The Board of County Commissioners appoints members for staggered two-year terms beginning January 1 of each year. Each advisory board may make a

recommendation to the Board of County Commissioners during their November meeting. All persons interested in serving on an advisory board must submit an application to the County Managers Office, a copy of the application(s) will be forwarded to the appropriate CAB Chairperson. Once recommendation has been made by the CAB, the application(s) and recommendations will be forwarded to the BOCC for appointment. If the Advisory Board has not made a recommendation at their November meeting, the BOCC may proceed with making an appointment at their next meeting in December.

Mid-term Vacancies. A vacancy occurring on a citizen advisory board shall be filled by the Board of County Commissioners for the remainder of the unexpired term. The County Managers Office will publish notice of the vacancy and the application process in a newspaper of general circulation, the county web site, and county social media outlets, for a period of two weeks. All persons interested in serving on an advisory board must submit an application to the County Managers Office, a copy of the application(s) will be forwarded to the appropriate CAB Chairperson. The CAB may make a recommendation to the BOCC. Once recommendation has been made by the CAB, the application(s) and recommendations will be forwarded to the BOCC for appointment. If the CAB does not make a recommendation to the BOCC at the CAB's next regular meeting following transmittal of the applications from the County Manager's Office, the BOCC may proceed with making an appointment at the BOCC's next meeting. If the CAB requires additional time to make a recommendation they may request one additional month to make a recommendation by submitting a letter of transmittal to the BOCC.

b. Planning Commission

Appointments to, and removal from, the Planning Commission will be made by the Board of County Commissioners as outlined in Lyon County Code 3.02. The Planning Department will advertise any vacancy on the Planning Commission. All persons interested in serving on the Planning Commission must submit an application to the Planning Department. The Planning Department will provide the applications of the candidates to the Board of Commissioners. The Chair will make the appointment with the approval of the Board.

Mid-term Vacancies. A vacancy occurring on the Planning Commission shall be filled by the Board of County Commissioners. The Planning Department will publish notice of the vacancy and the application process in a newspaper of general circulation, the county web site, and county social media outlets, for a period of two weeks. The Planning Department will provide the applications of

the candidates to the Board of Commissioners and the appointment process will be followed as stated above.

c. Library Board of Trustees

Appointments to and removal from the Library Board of Trustees will be made by the Board of County Commissioners as required by NRS 379. A Trustee shall be appointed to serve a term of 4 years and may not serve more than two terms.

All persons interested in serving on the Library Board of Trustees must submit an application to the County Managers Office, a copy of the application(s) will be forwarded to the Library Director. The Library Board of Trustees may make a recommendation to the BOCC. Once recommendation has been made by the Library Board of Trustees, the application(s) and recommendations will be forwarded to the BOCC for appointment. If the Library Board of Trustees does not make a recommendation to the BOCC at the Library Board's next regular meeting following transmittal of the applications from the County Manager's Office, the BOCC may proceed with making an appointment at the BOCC's next meeting. If the Library Board requires additional time to make a recommendation they may request one additional month to make a recommendation by submitting a letter of transmittal to the BOCC.

Mid-term Vacancies. A vacancy occurring on the Library Board of Trustees shall be filled by the Board of County Commissioners for the remainder of the unexpired term. The Library Board of Trustees may make a recommendation to the BOCC. The Library Director will publish notice of the vacancy and the application process in a newspaper of general circulation, the county web site, and county social media outlets, for a period of two weeks. All persons interested in serving on the Library Board of Trustees must submit an application to the County Managers Office, a copy of the application(s) will be forwarded to the Library Director. Once recommendation has been made by the Library Board of Trustees, the application(s) and recommendations will be forwarded to the BOCC for appointment. If the Library Board of Trustees does not make a recommendation to the BOCC at the Library Board's next regular meeting following transmittal of the applications from the County Manager's Office, the BOCC may proceed with making an appointment at the BOCC's next meeting. If the Library Board requires additional time to make a recommendation they may request one additional month to make a recommendation by submitting a letter of transmittal to the BOCC.

d. Fair Board & Event Center Board

Appointments to and Removal from these Boards will be made by the Board of County Commissioners as outlined in County Code, Resolution and Bylaws creating these Boards.

Memberships on these boards are selected with the intent to provide representation from a broad cross-section of the represented community. The idea is to ensure that all major viewpoints are examined, and that any faction or special interest group does not dominate either of these boards.

The Board of County Commissioners appoints members for staggered terms beginning January 1 of each year. Each of these boards may make a recommendation to the Board of County Commissioners during their November meeting. All persons interested in serving on either of these boards must submit an application to the County Managers Office, a copy of the application(s) will be forwarded to the appropriate board Chairperson. Once recommendation has been made by these boards, the application(s) and recommendations will be forwarded to the BOC for appointment. If the Board has not made a recommendation at their November meeting, the BOCC may proceed with making an appointment at their next meeting in December.

Mid-term Vacancies. A vacancy occurring on these boards shall be filled by the Board of County Commissioners, for the remainder of the unexpired term. The board may make a recommendation to the BOCC. The County Manager's Office will publish notice of the vacancy and the application process in a newspaper of general circulation, the county web site, and county social media outlets, for a period of two weeks. All persons interested in serving on the board must submit an application to the County Manager's Office, a copy of the application(s) will be forwarded to the appropriate Chairperson. Once recommendation has been made by the appropriate board, the application(s) and recommendations will be forwarded to the BOCC for appointment. If the board does not make a recommendation to the BOCC at their next regular meeting following transmittal of the applications from the County Manager's Office, the BOCC may proceed with making an appointment at the BOCC's next meeting. If the board requires additional time to make a recommendation they may request one additional month to make a recommendation by submitting a letter of transmittal to the BOCC.