LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, JUNE 01, 2023
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09
Meeting ID: 833 6868 6463 / Passcode: 896135

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

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

AGENDA

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

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

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

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

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

1. Roll Call

2. Invocation Given By Irene Albritton of First Christian Church

3. Pledge of Allegiance

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

5. For Possible Action: Review and Adoption of Agenda

6. Time Certain

6.a. Time Certain at 9:00 A.M: Public Hearing- Bill No. 23-02: For Possible Action: Approve an ordinance amending Lyon County Code Title 15, the Lyon County Land Use and Development Code; table 15.320-1; table 15.320-2; table 15.320-3; table 15.320-4; identifying which zoning districts allow restricted gaming and non-restricted gaming; when an ADR is required, and, when a CUP is or is not required for the restricted or non-restricted gaming; and other matters properly related thereto.

6.b. Time Certain for 9:15am - For Possible Action: Presentation on the National Center for Public Lands Counties from Jonathan Shuffield, Legislative Director for Public Lands at the National Association of Counties; and to approve or deny a request for one time funding for the National Center for Public Lands Counties in the amount of $41,205.49 to be transferred from contingency.

6.c. Time Certain at 9:30AM: For report and update only from the Bureau of Land Management (BLM) and current activities.

6.d. Time Certain at 9:45 AM – For Possible Action: Approve designating an insurance agent for Lyon County for property, casualty, liability and workers’ compensation coverage. (Requested by Comm. Jacobson)
6.e. Time Certain at 11:00 AM – For Possible Action: Determine the preferred site location of the future Dayton Government Complex and possibly direct the County Manager to negotiate a lease/purchase agreement for a developer-built building to bring back to the Board of Commissioners for consideration.

7. Presentation of Awards and/or Recognition of Accomplishments

8. Commissioners/County Manager Reports

9. Elected Officials Reports


9.b. For Report Only: Dayton Justice Court Statistics

10. Appointed Officials Reports

11. Advisory Board Reports

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.

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

12.c. 12.a. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on April 20, 2023.

12.d. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on May 18, 2023.

12.e. For Possible Action: Approve the Lyon County Debt Management Policy and Five-Year Capital Improvement Plan for fiscal year 2024.

12.f. For Possible Action: Review and approve the Smith Valley Friends of the Library proposal to sponsor a student worker for the Summer of 2023 at the Smith Branch.

12.g. For Possible Action: Accept a donation from the friends and family of Mr. Richard “Dick” Bein for a memorial park bench and to include all associated costs for the installation at the Dressler Park in Smith Valley.

12.h. For Possible Action: Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

12.i. For Possible Action: Approve amended contract between Lyon County and Nevada Division of Public and Behavioral Health to provide public health services in Lyon County, extending the termination date from June 30, 2023 to June 30, 2025 and increase the maximum amount from $341,972.80 to $647,972.80.
13.  **PUBLIC HEARING ON PLANNING ITEMS – (ACTION WILL BE TAKEN ON ALL ITEMS)**

13.a. For Possible Action: To approve the request for a Conditional Use Permit from Lyon County School District to allow an approximately 1,440-square-foot commercial coach office building on a 80.45-acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11) PLZ-2023-010.

13.b. For Possible Action: To approve the request from Microsoft Corporation for the Abandonment of a 60 feet wide easement known as Rhyolite Lane for a length of approximately 671 feet and a 30 feet wide access and utility easement known as Deodar Street for a length of approximately 660 feet on four (4) parcels in Silver Springs (APNs: 018-551-03, 018-551-04, 018-552-01, 018-552-02) PLZ-2023-005.

14.  **REGULAR AGENDA – (ACTION WILL BE TAKEN ON ALL ITEMS UNLESS OTHERWISE NOTED)**

14.a. For Possible Action: Appoint a member to the Debt Management Commission as the Member at Large with a term expiring December 31, 2024.

14.b. For Possible Action: Approve a contract with Paul Cavin Architect LLC in the amount of $498,900 for design, construction documents and assistance in the remodel and expansion of the Fernley Justice Court.

14.c. For Possible Action: Approve the allocation of $3,800,000 to the Dayton Sewer Rolling A Expansion Project from the Local Assistance and Tribal Consistency Fund.

14.d. For Possible Action: Approve the reallocation of American Rescue Plan Act funding by decreasing allocations to the Dayton Sewer projects by $3,800,000 and increasing the allocation to the Fernley Justice Court Expansion by the same amount.

14.e. For Possible Action: Approve a change order in the amount of $22,556 with Desert Engineering to add additional paving east of the barn at the Fairgrounds from the American Rescue Plan Act funding.

15. **Future 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.

16. **Commissioner Comments**

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

18. **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.

19. **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: June 1, 2023

Agenda Item Number: 6.a

Subject: Time Certain at 9:00 A.M: Public Hearing- Bill No. 23-02: For Possible Action: Approve an ordinance amending Lyon County Code Title 15, the Lyon County Land Use and Development Code; table 15.320-1; table 15.320-2; table 15.320-3; table 15.320-4; identifying which zoning districts allow restricted gaming and non-restricted gaming; when an ADR is required, and, when a CUP is or is not required for the restricted or non-restricted gaming; and other matters properly related thereto.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Code Amended (with revisions)
Code Amendment (final copy)
Staff Report
Newspaper Notice
Bill No. ____  Ordinance No. ____

05/04/2023  1

SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15 – LAND USE AND DEVELOPMENT CODE; CHAPTER 15.320.03 LAND USE TABLES BY DISTRICT; AND OTHER MATTERS PERTAINING THERETO.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, THE LYON COUNTY LAND USE AND DEVELOPMENT CODE; TABLE 15.320-1, TABLE 15.320-2, TABLE 15.320-3; TABLE 15.320-4; TO INCLUDE IN THE TITLE 15 ZONE TABLES TO IDENTIFY WHICH ZONING DISTRICTS ALLOW RESTRICTED GAMING AND NON-RESTRICTED GAMING; WHEN AN ADR IS REQUIRED, AND, WHEN A CUP IS OR IS NOT REQUIRED FOR THE RESTRICTED OR NON-RESTRICTED GAMING; AND OTHER MATTERS PROPERLY RELATED THERETO.

Explanation: Matters underlined and in blue are new or added language; matters struck out and in red are deletions or removed language.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

Section 1. The Lyon County Land Use and Development Code, Title 15, Chapter 320 is hereby amended as follows:

CHAPTER 15.320.03, LAND USE TABLES BY DISTRICT

TABLE 15.320-1
TABLE OF ALLOWED USES- RURAL RESIDENTIAL, COMMERCIAL MIXED USE, COMMERCIAL AND AGRICULTURAL/RESOURCE ZONING DISTRICTS

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Rural Residential</th>
<th>Commercial Mixed-Use</th>
<th>Agricultural/Resource</th>
<th>Commercial</th>
<th>Use Specific Regulations (Code Reference)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RR-20</td>
<td>RR-10</td>
<td>RR-5</td>
<td>RR-2</td>
<td>CMU-R HMU-R AG NIA RL PL NC TC-R</td>
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<tr>
<td>Entertainment facilities</td>
<td>-</td>
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<tr>
<td>Adult entertainment</td>
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<tr>
<td>House of prostitution</td>
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<tr>
<td>Performance hall or movie theater</td>
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<td>P</td>
<td>P</td>
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<tr>
<td>Restricted gaming</td>
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</tr>
</tbody>
</table>

05/04/2023
### TABLE 15.320-2
#### TABLE OF ALLOWED USES- SUBURBAN RESIDENTIAL, MIXED USE AND COMMERCIAL ZONING DISTRICTS

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Suburban Residential</th>
<th>Mixed Use/Commercial</th>
<th>Specific Use Regulations (Code Reference)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Type</td>
<td>SR-2</td>
<td>SR-1</td>
<td>SR-1½</td>
</tr>
<tr>
<td>Nonrestricted gaming</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Performance hall or movie theater</td>
<td>-</td>
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<tr>
<td>Restricted gaming</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### TABLE 15.320-3
#### TABLE OF ALLOWED USES- HISTORIC ZONING DISTRICTS

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Use Type</th>
<th>Residential</th>
<th>Mixed Use</th>
<th>Non-Residential</th>
<th>Use Specific Requirements (Code Reference)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entertainment facilities</td>
<td>Adult entertainment</td>
<td>-</td>
<td>-</td>
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<tr>
<td>House of prostitution</td>
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<td>Nonrestricted gaming</td>
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<tr>
<td>Performance hall or movie theater</td>
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<tr>
<td>Restricted gaming</td>
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<td>-</td>
</tr>
</tbody>
</table>

### TABLE 15.320-4
#### EMPLOYMENT AND INDUSTRIAL ZONING DISTRICTS

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Use Type</th>
<th>LI-R</th>
<th>LI-S</th>
<th>HI-R</th>
<th>HI-S</th>
<th>SI</th>
<th>EMU</th>
<th>XX</th>
<th>Specific Use Requirements (Code Reference)</th>
</tr>
</thead>
</table>
### Table

<table>
<thead>
<tr>
<th>Entertainment facilities</th>
<th>Adult entertainment</th>
<th>C</th>
<th>C</th>
<th>-</th>
<th>-</th>
<th>C</th>
<th>-</th>
<th>C</th>
<th>Chapter 336 and title 5, chapter 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>House of prostitution</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>C</td>
<td>Chapter 336 and title 5, chapters 3 and 8</td>
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<tr>
<td>Nonrestricted gaming</td>
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<tr>
<td>Performance hall or movie theater</td>
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<td>-</td>
<td>-</td>
<td>P</td>
<td>-</td>
<td>Subsection 15.335.03GG and design review</td>
</tr>
<tr>
<td>Restricted gaming</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
<td>P</td>
<td>-</td>
<td>Title 5, chapter 1 and NRS 463</td>
</tr>
</tbody>
</table>

### Section 2

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

### Section 3

All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are hereby repealed.

### Section 4

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Proposed on the _____day of __________, 2023.

Proposed by Commissioner: ___________________________________________

THIS Ordinance has been PASSED, ADOPTED and APPROVED this _____day of __________, 2023 by the following vote of the Board of Commissioners, Lyon County:

Ayes: _____________________________________________________________

Nays: _____________________________________________________________

Absent: ___________________________________________________________

Attest:

______________________________________________________________

County Clerk                                                   Chair of the Board

This ordinance shall be in force and effect from and after the _____ day of the month of __________of the year_____.

05/04/2023
SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15 – LAND USE AND DEVELOPMENT CODE; CHAPTER 15.320.03 LAND USE TABLES BY DISTRICT; AND OTHER MATTERS PERTAINING THERETO.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, THE LYON COUNTY LAND USE AND DEVELOPMENT CODE; TABLE 15.320-1, TABLE 15.320-2, TABLE 15.320-3; TABLE 15.320-4; TO INCLUDE IN THE TITLE 15 ZONE TABLES TO IDENTIFY WHICH ZONING DISTRICTS ALLOW RESTRICTED GAMING AND NON-RESTRICTED GAMING; WHEN AN ADR IS REQUIRED, AND, WHEN A CUP IS OR IS NOT REQUIRED FOR THE RESTRICTED OR NON-RESTRICTED GAMING; AND OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

Section 1. The Lyon County Land Use and Development Code, Title 15, Chapter 320 is hereby amended as follows:

CHAPTER 15.320.03, LAND USE TABLES BY DISTRICT

TABLE 15.320-1

<table>
<thead>
<tr>
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<th>Rural Residential</th>
<th>Commercial Mixed Use</th>
<th>Agricultural/Resource</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RR-20</td>
<td>RR-10</td>
<td>RR-5</td>
<td>RR-2</td>
</tr>
<tr>
<td>Adult entertainment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
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<td>House of prostitution</td>
<td>-</td>
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</tr>
</tbody>
</table>

TABLE 15.320-2

<table>
<thead>
<tr>
<th></th>
<th>Commercial Mixed Use</th>
<th>Agricultural/Resource</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RR-20</td>
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<tr>
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<tbody>
<tr>
<td>Use Category</td>
<td>SR-2</td>
<td>SR-1</td>
<td>SR-1/2</td>
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<tr>
<td>Nonrestricted gaming</td>
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</tbody>
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**TABLE 15.320-3**
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<table>
<thead>
<tr>
<th>Use Category</th>
<th>Use Type</th>
<th>Residential</th>
<th>Mixed Use</th>
<th>Non-Residential</th>
<th>Use Specific Regulation (Code Reference)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Type</td>
<td>RR</td>
<td>RR</td>
<td>RR</td>
<td>SR</td>
<td>SR</td>
</tr>
<tr>
<td>Entertainment facilities</td>
<td>Adult entertainment</td>
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<td>-</td>
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<tr>
<td>House of prostitution</td>
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**TABLE 15.320-4**
**EMPLOYMENT AND INDUSTRIAL ZONING DISTRICTS**

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<tr>
<td>Entertainment facilities</td>
<td>Adult entertainment</td>
<td>C</td>
<td>C</td>
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<td>C</td>
<td>-</td>
<td>C</td>
<td>Chapter 336 and title 5, chapter 8</td>
</tr>
</tbody>
</table>
Section 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

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

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

Proposed on the 18th day of May, 2023.
Proposed by Commissioner: ______________________________

THIS Ordinance has been PASSED, ADOPTED and APPROVED this _____day of __________, 2023 by the following vote of the Board of Commissioners, Lyon County:

Ayes: ________________________________________________
Nays: _______________________________________________
Absent: ______________________________________________

Attest:

_________________________                ______________________________
County Clerk                                                       Chair of the Board

This ordinance shall be in force and effect from and after the _____ day of the month of _________of the year______.
LYON COUNTY BOARD
OF COUNTY COMMISSIONERS

Zoning Text Amendment Amendment to Title 15: Land Use Tables related to Restricted Gaming and Nonrestricted Gaming uses

Meeting Date June 1, 2023
Applicant Lyon County Community Development Department
Representative Community Development Director Louis Cariola
Case Planner Louis Cariola

REQUEST

Request for Lyon County Code Amendments for Title 15, Chapter 320; Tables 15.320-1, 15.320-2, 15.320-3, & 15.320-4 in order to correct previous amendments that switched the intended allowances for “Restricted Gaming” and “Nonrestricted Gaming” in addition to adding an allowance for Nonrestricted Gaming with a Conditional Use Permit in the Employment Mixed Use (EMU) zoning designation.

BOARD OF COMMISSIONERS: PROPOSAL

At the May 18, 2023 Board of Commissioners meeting, the Board heard a presentation of the proposed Zoning Text Amendments and voted 5-0 to propose the Amendments for adoption at the June 1, 2023 Board meeting.

BACKGROUND

Title 15 is the County’s Development Code. Chapter 320.03 of Title 15 includes the Land Use Tables, which outline the types of uses that are permitted by right, permitted with an Administrative Design Review (ADR), permitted with a Temporary Use Permit (TUP), permitted with a Conditional Use Permit (CUP), and not permitted in the County’s zoning districts. Among the uses are the following two terms: the County’s definition of each term from Chapter 15.1200.05: Part 2 – General Terms and Definitions) is also included (emphasis added).

A. Nonrestricted gaming license is a state license for the operation of:
   1. 16 or more slot machines;
   2. Any number of slot machines together with any other game, gaming device, race book, sports book at one (1) establishment;
   3. A slot machine route;
   4. An inter-casino linked system; or
   5. A license for or the operation of a mobile gaming system.
B. **Restricted gaming license** is a state license that limits the gaming operation to not more than **fifteen (15) slot machines** and no other game or gaming device, race book, or sports pool at an establishment in which the operation of slot machines is incidental to the primary use.

**STAFF REVIEW AND ANALYSIS**

On December 3, 2020, the Board of Commissioners approved a number of Title 15 Code amendments and updates. Included were multiple instances of assigning allowances in the Land Use Tables for **Nonrestricted Gaming** and **Restricted Gaming** because the uses had not been properly included during the original adoption of Title 15. Unfortunately, the two uses were confused in their meaning and were applied to the Land Uses in the opposite way as intended.

“Nonrestricted Gaming”, the more intensive use, allowing for 16 or more slot machines, sportsbooks, and larger casino operations, was assigned *Permitted* (denoted by a “P” in the Tables) for multiple zoning districts while “Restricted Gaming” was set to require a CUP (denoted by a “C” in the Tables). The intended amendments should have required a CUP for the more intensive use.

The zoning districts that included the improperly-applied amendments were of the “commercial” and “mixed-use” types. For instance, Residential Mixed Use, Highway Mixed Use, Neighborhood Commercial and Community Commercial districts. All Character Districts were affected (Rural, Suburban, and Historic).

Mistakenly omitted from the 2020 amendments and updates was the Employment Mixed Use (EMU) zoning district, which is located in Table 320-4 (Employment and Industrial Zoning Districts) where EMU is grouped with dissimilar districts.

The attached draft Ordinance includes the summarized amendments listed below.

**Table 320-1**

1. Change **Restricted Gaming** from a *Not Permitted* - to - *Permitted (with an ADR)* in the following districts:
   - CMU-R (Commercial Mixed Use – Rural)
   - HMU-R (Highway Mixed Use – Rural)
   - NC (Neighborhood Commercial)

2. Change **Restricted Gaming** from *CUP* - to - *Permitted (with an ADR)* in the following district:
   - TC-R (Tourist Commercial – Rural)

3. Change **Nonrestricted Gaming** from *Permitted (with an ADR)* - to - *Not Permitted* in the following districts:
   - CMU-R
   - HMU-R
   - NC

4. Change **Nonrestricted Gaming** from *Permitted (with an ADR)* - to - *CUP* in the following district:
Table 320-2
1. Change **Restricted Gaming** from a *Not Permitted - to - Permitted (with an ADR)* in the following districts:
   - RMU-S (Residential Mixed Use – Suburban)
   - NC
2. Change **Restricted Gaming** from a *CUP - to - Permitted (with an ADR)* in the following districts:
   - CC
   - RC
   - TC-S (Tourist Commercial – Suburban)
   - CMU-S (Commercial Mixed Use – Suburban)
   - HMU-S (Highway Mixed Use – Suburban)
3. Change **Nonrestricted Gaming** from *Permitted (with an ADR) - to - Not Permitted* in the following districts:
   - RMU-S
   - NC
4. Change **Nonrestricted Gaming** from *Permitted (with an ADR) - to - CUP* in the following districts:
   - CC
   - RC
   - TC-S
   - CMU-S
   - HMU-S

Table 320-3
1. Change **Restricted Gaming** from a *Not Permitted - to - Permitted (with an ADR)* in the following district:
   - CMU-H (Commercial Mixed Use – Historic)
2. Change **Restricted Gaming** from a *CUP - to - Permitted (with an ADR)* in the following district:
   - TC-H (Tourist Commercial – Historic)
3. Change **Nonrestricted Gaming** from *Permitted (with an ADR) - to - Not Permitted* in the following district:
• CMH-U

4. Change **Nonrestricted Gaming** from *Permitted (with an ADR)* - to - *CUP* in the following district:
   • TC-H

**Table 320-4**

1. Change **Nonrestricted Gaming** from *Not Permitted* - to - *CUP* in the following district:
   • EMU (Employment Mixed Use)

   *Note: the Restricted Gaming use was already correctly noted in this Table with as Permitted (with an ADR) for the EMU district.

**STAFF RECOMMENDATION**

Staff recommends approval of the zoning text amendments as outlined above and in the attached Draft Ordinance.

**RECOMMENDED MOTION**

If the Board of Commissioners finds, after reviewing the staff report and considering public comment, they want to propose the text amendments, then the Commissioners should consider a motion similar to the following:

Based on the staff analysis contained in the staff report, I propose the Zoning Text Amendments to amend Lyon County Code Title 15 – Land Development Code; TABLE 15.320-1, TABLE 15.320-2, TABLE 15.320-3; TABLE 15.320-4; to include in the Title 15 zone tables to identify which zoning districts allow restricted gaming and non-restricted gaming; when an ADR is required, and, when a CUP is or is not required for the restricted or non-restricted gaming use; and other matters properly related thereto as described in the attached draft Ordinance.
Hello,

Please read this email completely to ensure your notice/newspaper/run dates are accurate.

Your notice is scheduled to publish May 21 in the Reno Gazette. The total cost of your ad is $174.00, which includes a publisher affidavit that will be mailed to you after the last date of publication. Please review your proof carefully and advise of any corrections (or cancellation) needed – APPROVAL IS NOT REQUIRED – YOUR ACCT IS INVOICEABLE.

Thank you,

Erin Oettinger
Team Lead – Public Notices

Office: 844-254-5287
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 6.b

Subject: Time Certain for 9:15am - For Possible Action: Presentation on the National Center for Public Lands Counties from Jonathan Shuffield, Legislative Director for Public Lands at the National Association of Counties; and to approve or deny a request for one time funding for the National Center for Public Lands Counties in the amount of $41,205.49 to be funded from a budget transfer from the General Fund contingency.

Recommendation:

Summary:

Financial Department Comments: If the Board chooses to allocate funding towards this request, I recommend that this be funded from a budget transfer from the General Fund contingency.

District Attorney Comments:

County Manager Comments:

Attachments:
Presentation
Center for Public Lands Counties Letter
Page of Content
Invoice
National Center for Public Lands Counties

Advancing the policy and practice study of America’s public lands counties

Powered by the Western Interstate Region and the NACo Research Foundation
FURTHER THE FEDERAL GOVERNMENT’s UNDERSTANDING OF THE COUNTY ROLE IN RESPONSIBLE LAND, WATER AND RESOURCE MANAGEMENT

• County governments are leaders in the intergovernmental partnership with federal lands management agencies.

• We work with officials from all levels of government, private stakeholders and other interested parties to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation’s economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations.

• With improved understanding of our unique role, Congress has invested record sums recently to support public lands counties, including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs.

• Congress also granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

• HOWEVER, we must continue to tell the county story, research innovation practices, nurture and build new relationships and networks, and address the mounting challenges and opportunities facing public lands counties.
Counties must research, evaluate and share lessons learned about the critical county contribution to sustainable resource management and evidenced-based practices for developing and enhancing collaborative partnerships, including public-private-community collaborations and intergovernmental coordination.

Therefore, the NACo and WIR Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing the National Center for Public Lands Counties.

The Center will weave together the narrative around public lands counties and the national interest in our prosperity by showing how public lands are interconnected with the country’s needs. For example, a wildfire on federal land near a major water source could jeopardize water quality in a large urban region.

The National Center for Public Lands Counties will be an essential resource for public lands counties by sharing these stories with county officials, intergovernmental partners, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America.
MISSION AND OBJECTIVES

• MISSION: Advance the policy and practice study, research, and learning networks for America’s public lands counties

• IMPERATIVE: Enhance the long-term policy and practice research, capacity and information exchange of elected and appointed leaders from America’s public lands counties, including with federal and state policymakers, key stakeholders and influencers, the media, and the general public

• OBJECTIVES:
  
  o Enhance the understanding of national, state and county policymakers and influencers of the unique policy and practice issues facing America’s county officials in areas with federal public lands
  
  o Develop the policy and practice research, case studies, public forums, and learning networks necessary to advance and inform our nation’s policies and practices (including at the federal, state and local levels) impacting public lands counties
  
  o Foster intergovernmental relationships and dialogue on the intersection of federal, state and local policymaking and practices across the broad range of issues facing public lands counties, such as: landscape health, wildfire risk mitigation, watershed protection, economic competitiveness and job creation, enhanced public access to federal lands and waters, species management, and biodiversity health

  o FUNDRAISING GOAL: $15 million over two years to establish a new research fund, known as the National Center for Public Lands Counties, within the NACo Research Foundation and co-governed with NACo’s Western Interstate Region (WIR) leadership
FUNDRAISING GOAL

• For the National Center for Public Lands Counties to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment from state associations representing public lands counties is needed.

• NACo staff, state associations of counties executives and county officials set a fundraising goal of $15 million over the next two years to build the staff capacity and partnerships to conduct this critical research and keep the Center on a sustainable financial course.

• State association executives are asked to meet with their members and determine by January 31, 2023 what their state association can pledge as a voluntary contribution to the Center.

• These funds will be managed under a 501(c)(3) within the NACo Research Foundation to support WIR’s collaboration with the National Center for Public Lands Counties. These funds will not be used for any partisan political purposes.

• Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help us tell the county story and conduct and develop key research to meet the National Center’s goals. We will then build staffing capacity, unique programming and impactful resources as appropriate.
GOVERNANCE

• National Center’s Governing Board will consist of:
  • WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
  • NACo Public Lands Steering Committee Chair
  • NACo Public Lands Steering Committee Subcommittee Chairs
  • Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
  • NACo West Region Representative
  • NACo Executive Director
  • Executive Director from WIR Immediate Past President’s home state
  • NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

• Governing Board will meet on a regular basis and develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center and consider and adopt the proposed workplan for the next year.
Dear Members:

County governments are a leading voice in the intergovernmental partnership with federal lands management agencies. We work with officials from all levels of government, private stakeholders and other interested parties to prudently develop our natural resources to meet the nation’s economic needs, improve local economies, reduce wildfire risks, enhance access to public lands, and conserve our lands and waters for future generations.

Understanding our unique role, Congress has invested in programs to support public lands counties, including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and the American Rescue Plan’s Local Area and Tribal Consistency Fund (LATCF), while also granting new authorities to federal lands agencies to broaden the scope, pace, and scale of their on-the-ground resource management work with local governments.

To fully optimize these opportunities and investments, counties must share on-the-ground experiences and lessons learned to educate government officials and the public about the critical county contribution to sustainable resource management and best practices for collaborative partnerships. Therefore, the National Association of Counties (NACo) and the Western Interstate Region (WIR) Boards of Directors both moved at the 2022 NACo Annual Conference to proceed with developing a National Center for Public Lands Counties (The Center).

The Center will be governed by a body consisting of the WIR Executive Committee, the NACo Public Lands Policy Steering Committee Chair and Vice Chairs, the state association executive from the WIR Immediate Past President’s home state, and the NACo CEO/Executive Director. The governing body will meet on a regular basis to provide updates to county officials on the Center’s progress and discuss the Center’s financial health, research priorities, and media efforts.

The Center will conduct evidence-based research, compile county data, and weave together the narrative around public lands counties. The Center’s research will demonstrate how public lands, and the health of the communities surrounding them, are interconnected with broader national interests. The Center will provide public lands counties with data, fact sheets, and narratives to share with peers, policy makers, the media, think tanks, and other key players to demonstrate how prosperous public lands counties create a prosperous America. The Center will also utilize digital media, such as podcasts and video interviews, and develop written county profiles focused on:

- County partnerships with federal agencies, states, tribes and landowners to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures.
• County investments of PILT, SRS and other natural resource revenue payments to benefit their citizens and surrounding public lands.

• The different economic drivers in rural vs. urban public lands counties.

• Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses.

• Resource values and revenues of federal lands compared to nearby privately owned lands.

• Meeting the unique challenges facing public lands counties, such as affordable housing for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands.

The Nevada Association of Counties has a unique opportunity to invest in The Center. NACo staff, state associations of counties executives, and county officials set a fundraising goal of $15 million over the next two years to create a trust fund which will set The Center on a sustainable financial course to hire necessary staff and conduct critical public lands research. Your one-time contribution will be based on the LATC funding you received and will be assessed from the Nevada Association of Counties. Your donation to this newly created National Public Lands Center is payable in two lump sum payments over the next two years which will equate to 1% of the unanticipated LATC revenues. If we are successful, this initial one-time investment will pay dividends by supporting The Center for generations to come. While the state association is coordinating the acceptance of each county’s contribution, we are not receiving any revenue from this endeavor. The NACO board shares the goals of The Center and believe this is a long time overdue.

This initiative was developed by Western Interstate Region past president, Commissioner Greg Chilcott (Ravalli County, Montana) and NACo Public Lands Steering Committee Chairman, Commissioner Todd Devlin (Prairie County, Montana). The Center was also supported at WIR by Humboldt County Commissioner, Jim French, Elko County Commission, Rex Steninger, and on the NACo Executive Board by Lincoln County Commissioner, Varlin Higbee. The initiative was then voted on and endorsed by the NACO Public Lands and Natural Resources Subcommittee and approved by the Nevada Association of Counties (NACO) Board of Directors at the November 2022 meeting. If you have any additional questions or need any more information, please don’t hesitate to reach out to us.

Sincerely,

Vinson Guthreau
Executive Director
National Center for Public Lands Counties

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, enhance recreational access to federal lands, improve watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of $15 million over the next two years is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center’s governing body will be made up of the following individuals within NACo leadership:

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair
- NACo Public Lands Steering Committee Subcommittee Chairs
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President’s home state
• NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center’s governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo’s public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

NACo staff contact: Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org
**DESCRIPTION** | **AMOUNT**
--- | ---
National Public Lands Center Assessment | 41,205.49

**Description:**
This one-time contribution will fund the National Public Lands Center ("the Center"), housed within the National Association of Counties (NACo) & Western Interstate Region (W.I.R.). The suggested contribution is based on 1% of your Local Assistance and Tribal Consistency fund (LATCF) award. Payment of this contribution can be made in two installments.

**These are treated as pass-thru funds from your State Association payable to The Center.**

**TOTAL DUE**

$ 41,205.49

Make all checks payable to **Nevada Association of Counties**
If you have any questions concerning this invoice, contact:
Amanda Berg, Office Manager aberg@nvnaco.org or 775-883-7863

THANK YOU FOR YOUR SUPPORT!
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 6.c

Subject: Time Certain at 9:30AM: For report and update only from the Bureau of Land Management (BLM) and current activities.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Yerington Anaconda Mine Site Disposal:

- An application was submitted by Atlantic Richfield Company (ARC) to purchase the public lands associated with the Anaconda Copper Mine Site (Mine Site). The request is for direct sale of 2,062 acres of public lands in an around the Mine Site. The direct sale requires a reclassification to “suitable for disposal” of 60 acres of BLM lands.
- BLM is processing the application, which includes completing an appraisal.
- We are currently working through the appraisal process while also drafting an Environmental Assessment. Once final, the EA will be released for public review and comment.

Vero Fiber Optic Line:

- Vero has proposed an approximately 450-mile fiber optic route from the Reno area to the Las Vegas area that would be installed exclusively within NDOT or county rights-of-way. The proposed route goes through Carson City, Battle Mountain, and Southern Nevada Districts as well as NAS Fallon, US Forest Service, Bureau of Reclamation, and Bureau of Indian Affairs managed lands.
- An EA is being prepared by the company.
- The proposed schedule identifies a Draft Final EA available to agencies late September 2023
- Construction to start in early 2024

El Dorado Dam

- The Bureau of Land Management (BLM), Sierra Front Field Office, proposes to decommission the Eldorado Dam, an earthen dam located near the community of Dayton in Lyon County, Nevada. The Eldorado Dam was constructed in 1972 on public lands under BLM’s management as a water reservoir by private entities holding water rights to water flowing through Eldorado Canyon. In the four decades after construction, the dam gradually fell into disrepair. Several inspections by the Nevada State Safety of Dam Officer found the dam to be unsafe due to a deteriorated spillway and
excessive debris in the reservoir. Furthermore, the gate does not function properly and is easily clogged. The safety issues present a hazard to life and property to the downstream community of Dayton.

- Since no responsible or interested parties expressed a desire to assume maintenance of the dam located on public lands, the responsibility has defaulted to the BLM to repair or decommission the dam. To remedy the safety hazard, the BLM will decommission Eldorado Dam, pursuant to a 2018 agreement between the BLM, the State of Nevada, Lyon County, and other stakeholders.

- A Draft Environmental Assessment (EA) was released for public review and comment. BLM is reviewing the comments with the contractor. It is anticipated that a Final EA, FONSI and Decision Record will be issued late summer 2023.

Pine Nut Mts Abandoned Mine Hazard Closures

- We are working with Nevada Division of Minerals Abandoned Mines Program to close 70 hazardous abandoned mine features in the Pine Nut Mountains. A Categorical Exclusion (CX) was signed in July of 2022 and implementation of the closures is in progress.

Minister Road Project

- The Nevada Division of State Lands, on behalf of the Division of State Parks, has applied for an access road right-of-way (ROW) and a non-motorized trail ROW on public land. The road ROW is to provide safe and legal public access to the new Walker River State Recreation Area, Pitchfork Unit. The trail ROW would provide for non-motorized access into the park, safely away from the road. The entirety of the project would include public and state lands.

- The Road ROW would be approximately 14.35 acres and will consist of improvements to portions of existing road sections, reconstruction of previously abandoned road sections and new construction. The Trails ROW would be approximately 2.8 miles long.

- A Draft Environmental Assessment (EA) is being prepared and a final should be released in June 2023.

- The project is anticipated to be completed by Fall of 2023
Hercules Exploration Plan Modification Project

- Hercules Gold is proposing an expansion of their currently approved Plan of Exploration at the Hercules Site. The approved project area is approximately 2,320 acres in size with 22.62 acres of surface disturbance. The Amendment/Modification includes an expansion for a new Project area totaling 5,136 acres with 100 acres of surface disturbance.
- This project is currently paused until Hercules Gold USA, LLC submits an updated application.

Wabuska Geothermal Project

- Open Mountain Energy LLC (OME) is proposing the Wabuska Geothermal Exploration Project on public lands managed by the BLM in Lyon County, Nevada in the Mason Valley area. The Project is located within existing Federal geothermal leases and includes the construction of drill pads and access roads, and the drilling and testing of geothermal wells.
- Scoping has been completed and BLM is reviewing the comments received.
- Preliminary resource studies are in progress.

Off-Highway Vehicle (OHV) Race Special Recreation Permits (SRPs)

- Legacy Racing Association (Gold Rush) has applied for a SRP to conduct a 330 mile one day OHV race starting near Weeks, NV, and finishing in Tonopah, NV. The race is proposed for the weekend of October 19th and would cross public lands managed by the Battle Mountain and Carson City districts.
- Valley Off Road Racing Association (VORRA) has been issued an SRP to conduct an OHV multi-lap race on lands managed by the BLM located east of Yerington, Nevada.
  - The Stomping Grounds 300 is scheduled for 9/2-4 2023
- Best In the Desert has applied for a SRP to conduct the annual Vegas to Reno OHV race in August 2023. The race crosses BLM lands in the Las Vegas, Battle Mountain, and Carson City Districts. This application is currently being processed and will be managed by the Las Vegas District

Proposed Solar Projects

- The BLM, Sierra Front Field Office has received three applications for large-scale solar developments in Lyon County. All projects are currently in the baseline survey stage.
Arevia Power dba Libra Solar LLC- Libra Solar: Proponent has requested a commercial-scale solar facility right-of-way on 5,413 acres of BLM lands. The project will be analyzed under an EIS. The project proposes to generate up to 700 MW of renewable solar energy. Public Scoping closes on May 24, 2023. Gen-tie line extends into Lyon County and main project is in Mineral County.

NextEra Energy Resources dba Boulevard Associates, LLC- Pine Nut Solar: Proponent has requested a commercial-scale solar facility right-of-way on 1,662 acres of BLM lands. The project will be analyzed under an EIS. The project proposes to generate up to 200 MW of renewable solar energy.

NextEra Energy Resources dba Boulevard Associates, LLC- Mason Valley Solar: Proponent has requested a commercial-scale solar facility right-of-way on 2,877 acres of BLM lands. The project will be analyzed under an EIS. The project proposes to generate up to 400 MW of renewable solar energy.


Wilson Canyon Deferred Maintenance
- The BLM, Sierra Front Field Office is partnering with the Walker Basin Conservancy to implement a deferred maintenance project in the Wilson Canyon area through a grant awarded by the NV OHV Commission. The BLM and Walker Basin Conservancy completed phase 1 of the riparian zone restoration project in 2022. The next phase (2) of the project includes revegetating impacted areas on the south side of the river with native plant species. BLM conducted maintenance around the bathroom area to protect the facility from flood events that wash soil and debris into the area.

Lyon County Camping Closure
- On April 1, 2021, the BLM, Sierra Front Field Office implemented a camping closure on approximately 4,000 acres of public land in the Mound House area of Lyon County. The closure includes signage and publication of a map on the BLM Carson City webpage. Compliance with the camping closure has been positive.

Nevada-wide RMP revision
- The BLM Nevada State Office evaluated the 12 existing Resource Management Plans (RMPs) within the state and identified an assemblage of planning issues related to resource, environmental, ecological, scenic, social,
and economic values, interests, and uses; some are new and unique to Nevada because of changed local circumstances, others are regionally common to BLM reflecting broad changes in the Western US, and many extend beyond a single Field Office or District Office boundary.

- To address these critical issues that cross-cut field office and district boundaries, create new RMPs for the Gold Butte and Basin and Range National Monuments, and complete the different levels of work needed to modernize the existing RMPs, the BLM Nevada State Office proposes to “level up” the RMPs via BLM Nevada’s Resource Management Plan Modernization Project and Environmental Impact Statement.

- The Project will follow BLM’s land use planning and National Environmental Policy Act processes to develop multiple RMPs within a single EIS. BLM’s mission directs the BLM to manage public lands under multiple use and sustained yield principles, and requires the BLM to evaluate conflicting interests, values, land uses, and resources. The interplay between these elements form the issues that BLM addresses via the land use planning process, and variations in addressing issues becomes the range of alternatives analyzed in the EIS. The alternatives’ analysis identifies the known and predicted effects that are related to the issues and helps the State Director make an informed decision before signing the Project’s Record(s) of Decision for the Approved Resource Management Plans.

- Stakeholder input to this process is anticipated to begin in the next few months.

**Realty Updates**

- Hodges Transportation is conducting baselines. This project covers CCDO landscape. Hodges Transportation (military vehicle testing on 200+ miles of road which is around 1,350 acres total of BLM through the district) Funded, third party contractor is preparing baseline surveys now. Roads have been used since the 50's and no changes are proposed.

- Mason Valley and Pine Nut Solar (EIS for solar development north of Yerington). Third party contractor is conducting baseline surveys now. NEPA is expected to start January 2024. Estimated construction for Mason Valley is 2028, Pine Nut is 2029.

- LA Dept. of Water and Power (large existing transmission line renewal running north and south through the district with 4 ancillary communication sites). Funded, currently having the legal land description reviewed by Cadastral.
• Great Basin Gas Transmission Co. EIS (large FERC EIS for gas pipeline upgrades throughout the state). Conducting surveys now. Will have amendments to 2 current authorizations to process once NEPA is complete.
• Rosaschi Airport Lease. Lease has been renewed for 20 years. Proponent is interested in patenting the land and will begin the appraisal process to determine fair market value.
• Desert Hills Dairy. Proponent is interested in obtaining an agricultural lease for 33.6 acres in Yerington. Will schedule an appraisal to determine fair market value.
• 3 Communication site renewals (Singatse Peak, Rawe Peak and Eagle Ridge) Funded through Contributed funds. Starting to process applications now.
• 1 Communication site relinquishment (prior shared use on Rawe Peak) Funded through Contributed funds. Starting to process the application now.
• Hwy 50 water pipeline - They are supposed to send in the contributed funds. They signed the agreement, but we have not received any money yet. Hopefully soon. NEPA around FY24 Q2.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 6.d

Subject: Time Certain at 9:45 AM – For Possible Action: Approve designating an insurance agent for Lyon County for property, casualty, liability and workers’ compensation coverage. (Requested by Comm. Jacobson)

Recommendation:

Summary:

Comm. Jacobson requested this item to be placed on the Board’s agenda to review the broker coverages for Lyon County and to allow both Tina Petersen (LP Insurance) and A and H Insurance to give presentations. The Comptroller’s Office works with our insurance agent and POOL/PACT on insurance renewals and claims, etc. Our current agent is A and H Insurance, and we have no issues working with them. A and H Insurance has been very responsive, professional and easy to work with for our insurance. Tina Petersen was previously a representative for A and H Insurance and handled Lyon County as a client for A and H Insurance. She is now affiliated with LP Insurance. When she worked as Lyon County’s account representative, we had no issues working with her.

Financial Department Comments:

There should be no fiscal impact from choosing between insurance agents.

District Attorney Comments:

County Manager Comments:

Attachments:
Meeting Date: June 1, 2023

Agenda Item Number: 6.e

Subject: Time Certain at 11:00 AM – For Possible Action: Determine the preferred site location of the future Dayton Government Complex and possibly direct the County Manager to negotiate a lease/purchase agreement for a developer-built building to bring back to the Board of Commissioners for consideration.

Recommendation:

Approve the Traditions development as the site of the Dayton Government Complex and direct the County Manager to negotiate a lease/purchase agreement for a developer-built building and bring it back to a future Board meeting for consideration.

Approve continuing forward on building the Dayton Government Complex on the County-owned Mira Vida property in Dayton.

Summary:

The Board of Commissioners previously identified the Mira Vida site as the location for the Dayton Government Complex. Since that decision, the developer at Traditions has approached the County Manager with the option to identify a site at the Traditions development and have the developer build the Dayton Government Complex on that site and lease it back to the County in the form of a lease/purchase agreement.

The County Manager and Comptroller have worked with the developer on the concept and evaluated the two options. The Comptroller has put together a price comparison for the two properties and the offsite work and cost to do rough grading and build or improve certain roads.

Based on the analysis performed, the two sites are fairly comparable in price before the building construction. It is anticipated that the building can be built for less by the developer than by the County through the traditional design/bid/build process, even though it is subject to prevailing wage provisions even if built by the developer. The architect that the County has been using for the design would continue on the project.

There are a number of benefits for the Traditions site vs the Mira Vida site. The Mira Vida site is located on the south side of the bridge and all traffic to the site would go through a school zone. Both of these are undesirable for the Government Complex. The Traditions Site would be accessed off of Highway 50, eventually through an intersection with a traffic signal as well as an alternate access from Highway 50 from Enterprise Avenue. The site is more centrally located in the Dayton area for law enforcement and for community access. The developer would pay for all road and utility improvements directly to the site.
Financial Department Comments:

The Traditions site is considered to cost less than the Mira Vida site and the cost of the building is also anticipated to be less and faster when built by the developer. It would also be able to be paid for over a five-year period, which is a benefit with all of the projects that the County is currently in process in building or remodeling. The developer would act as the construction manager for the building, which would reduce staff time in managing the project.

District Attorney Comments:

County Manager Comments:

Attachments:

Site Cost Comparison
## Lyon County

### Dayton Government Complex

#### Estimated Cost for Purchase/Site Work

<table>
<thead>
<tr>
<th>Estimated Costs</th>
<th>Mira Vida Site</th>
<th>Traditions Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase price</td>
<td>-</td>
<td>3,900,000</td>
</tr>
<tr>
<td>Dayton Valley Road - expand to 4 lanes for 1/2 mile</td>
<td>2,500,000</td>
<td>-</td>
</tr>
<tr>
<td>Difference between on-site parking vs street parking</td>
<td>100,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site roads</td>
<td>500,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Site rough grading</td>
<td>320,000</td>
<td>-</td>
</tr>
<tr>
<td>Soils testing</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>Utilities to site</td>
<td>250,000</td>
<td>-</td>
</tr>
<tr>
<td>Lift station</td>
<td>500,000</td>
<td>-</td>
</tr>
</tbody>
</table>

**Estimated Cost Comparison for Purchase/Site Work**: 4,220,000 4,000,000
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 9.a
Subject: For Report Only: Canal Township Justice Court Statistics Report

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
April Statistics Report
To: Lyon County Commissioners  
    Andrew Haskin, County Manager

From: Lori Matheus, Justice of the Peace

Date: May 12, 2023

Subject: April 2023 Statistics for Canal Township Justice Court

Attached please find the April 2023 Clerk’s Report to Auditor of Costs and Fees Collected, Minimum Accounting Standards (MAS) Collection Report and Case Statistics.

If you have any questions, please feel free to contact me.
## Clerk's Report to Auditor of Costs and Fees Collected

Approved by State Board of Accounts for LYON County – 2023

To Auditor of LYON County, NEVADA
Collecting for Period: 03/31/2023 thru 04/28/2023

<table>
<thead>
<tr>
<th>Account</th>
<th>Prior Collections</th>
<th>Collections This Period</th>
<th>Year To Date Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td>3F - TOWN FINE</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>3F AA FEE - GENETIC # (30255)</td>
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<td>76.00</td>
<td>1,212.00</td>
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<td>3F AA FEE - JUSTICE # (30043)</td>
<td>2,709.00</td>
<td>154.00</td>
<td>2,863.00</td>
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<tr>
<td>3F AA FEE - JUVENILE # (30048)</td>
<td>774.00</td>
<td>44.00</td>
<td>818.00</td>
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<tr>
<td>3F AA FEE - STATE (A # (30428)</td>
<td>15,167.00</td>
<td>871.00</td>
<td>16,038.00</td>
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<td>3F AA FEE - STATE (G # (30430)</td>
<td>1,935.00</td>
<td>110.00</td>
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<td>3F ALCOHOL DETECTION #(10107)</td>
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<td>3F ALTERNATIVE SENTENCE #(10097)</td>
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<tr>
<td>3F ATTORNEY FEE REIM #(10103)</td>
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<td>275.00</td>
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<td>3F ATTORNEY GENERAL COURT COSTS</td>
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<td>3F BAIL FORFEITURES #(10100)</td>
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<td>989.00</td>
<td>10,310.00</td>
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<td>3F BOND FILING FEE V #(30434)</td>
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<td>3F BOND PROCESSING F #(10097)</td>
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<td>3F CENSUS FEE #(30427)</td>
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<td>3F CIVIL FEES #(10097)</td>
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<td>3F DEPARTMENT OF WILDLIFE - CIVIL PENALT</td>
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<td>0.00</td>
<td>0.00</td>
</tr>
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<td>3F DUI SCHOOL</td>
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<tr>
<td>3F DUI SPECIALTY COU #(30426)</td>
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</tr>
<tr>
<td>3F EVALUATION FEE</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3F FELONY/GROSS MISD FORF - SPECIALTY CO</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3F FELONY/GROSS MISD FORF - VICTIMS OF C</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3F FINE - STATE OF N #(30421)</td>
<td>13,193.33</td>
<td>1,075.00</td>
<td>14,268.33</td>
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<td>3F GPS FEE #(10107)</td>
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<tr>
<td>3F INTERPRETER FEES</td>
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<td>3F MARITAL FEE #(30435)</td>
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<td>3F MISCELLANEOUS FEE #(10114)</td>
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<td>5,870.00</td>
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<td>3F SERVICE FEES TO SHERIFF'S OFFICE</td>
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<td>0.00</td>
<td>0.00</td>
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<td>3F SMALL CLAIMS FEE #(10097)</td>
<td>2,470.00</td>
<td>375.50</td>
<td>2,845.50</td>
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<tr>
<td>3F SPECIALTY COURT F #(30428)</td>
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<td>194.00</td>
<td>2,845.00</td>
</tr>
<tr>
<td>3F STATE CONTRACTORS BOARD COURT COSTS</td>
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</tr>
<tr>
<td>3F STATE PERMANENT S #(30613)</td>
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<td>3F TRANSCRIPT FEES T #(10097)</td>
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<tr>
<td>3F WITNESS FEES #00134115</td>
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</tr>
<tr>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals:** 137,025.32  16,396.00  153,421.32

State of NEVADA LYON County, SS:

I AFFIRM THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

[Signature]

CLERK OF THE FERNLEY JUSTICE COURT
CANAL TOWNSHIP COURT
Clerk's Report to Auditor of Costs and Fees Collected

Approved by State Board of Accounts for LYON County - 2023

To Auditor of LYON County, NEVADA
Collecting for Period: 03/31/2023 thru 04/28/2023

<table>
<thead>
<tr>
<th>Account</th>
<th>Prior Collections</th>
<th>Collections This Period</th>
<th>Year To Date Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td>3F DOMESTIC VIOLENCE # (30429)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

State of NEVADA LYON County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

[Signature]

CLERK OF THE FERNLEY JUSTICE COURT - CANAL TOWNSHIP COURT
Number of cases in which court costs, fees, and fines were assessed during the reporting period: 32

<table>
<thead>
<tr>
<th>Court Fines and Fees</th>
<th>Dollar Amount</th>
<th>Percent of Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dollar amount assessed:</td>
<td>$8,390.00</td>
<td></td>
</tr>
<tr>
<td>Dollar amount collected:</td>
<td>$7,410.00</td>
<td>88.32%</td>
</tr>
<tr>
<td>Dollar amount waived/suspended:</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Dollar amount of jail time served credit given:</td>
<td>$675.00</td>
<td>8.05%</td>
</tr>
<tr>
<td>Dollar amount of community service credit given:</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total of collections, waived and credited amounts:</td>
<td>$8,085.00</td>
<td>96.36%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dollars Collected</th>
<th>Percentage Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-30 Days:</td>
<td>$5,760.00</td>
</tr>
<tr>
<td>31-60 Days:</td>
<td>$1,265.00</td>
</tr>
<tr>
<td>61-90 Days:</td>
<td>$50.00</td>
</tr>
<tr>
<td>91-120 Days:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Over 120 Days:</td>
<td>$335.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$7,410.00</td>
</tr>
</tbody>
</table>

Note: Aging calculated from date cost docket assessed to date of receipt/payment in this reporting period.
<table>
<thead>
<tr>
<th>Days Outstanding</th>
<th>Amount Owed</th>
<th>Amount Outstanding</th>
<th>Percentage Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-30 Days:</td>
<td>$2,075.00</td>
<td>$2,075.00</td>
<td>2.56%</td>
</tr>
<tr>
<td>31-60 Days:</td>
<td>$1,265.00</td>
<td>$1,200.00</td>
<td>1.48%</td>
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<tr>
<td>61-90 Days:</td>
<td>$2,025.00</td>
<td>$1,695.00</td>
<td>2.09%</td>
</tr>
<tr>
<td>91-120 Days:</td>
<td>$1,000.00</td>
<td>$790.00</td>
<td>0.97%</td>
</tr>
<tr>
<td>Over 120 Days:</td>
<td>$84,453.00</td>
<td>$75,294.05</td>
<td>92.89%</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td>$81,054.05</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Note: The amounts above exclude restitution and bail holding. The percentage is calculated by amount outstanding divided by the grand total of amount outstanding.
<table>
<thead>
<tr>
<th>Date</th>
<th>Case Type</th>
<th>Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/17</td>
<td>Total Civil Cases</td>
<td>125</td>
</tr>
<tr>
<td>07/18</td>
<td>Total Criminal Cases</td>
<td>225</td>
</tr>
<tr>
<td>07/19</td>
<td>Total Case Types</td>
<td>162</td>
</tr>
</tbody>
</table>

**Statistics FY 22/23**

**Canal Township Justice Court**
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 9.b
Subject: For Report Only: Dayton Justice Court Statistics

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
April Statistics Report
### Criminal Case Dispositions

#### Non-Trial Dispositions

<table>
<thead>
<tr>
<th>Disposition</th>
<th>Crimes Against</th>
<th>Domestic Violence</th>
<th>Elder Abuse</th>
<th>Child Abuse and Neglect</th>
<th>Protection Order Violation</th>
<th>Crimes Against Property</th>
<th>Drugs</th>
<th>Weapons</th>
<th>Motor Vehicle - DUI</th>
<th>Motor Vehicle - Reckless</th>
<th>Motor Vehicle - Other</th>
<th>Public Order</th>
<th>Other Felony</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bail Forfeitures</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Nolle Prosequi (before trial)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Dismissed (before prelim.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Guilty Pleas with Sentence (before prelim.)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

#### Preliminary Hearing

| 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           |
| Bond over                                 | 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           |
| Dismissed (before trial)                 | 0              | 0                 | 0          | 0                       | 0                         | 0                      | 0     | 0       | 0                   | 0                        | 0                   | 0             | 0           |
| Guilty Plea with Sentence (before trial)  | 0              | 0                 | 0          | 0                       | 0                         | 0                      | 0     | 0       | 0                   | 0                        | 0                   | 0             | 0           |
| Transferred (before/during trial)         | 0              | 0                 | 0          | 0                       | 0                         | 1                      | 0     | 0       | 0                   | 0                        | 0                   | 0             | 0           |

**TOTAL NON-TRIAL DISPOSITIONS**

|                  | 0              | 0                 | 0          | 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                   | 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**

### 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**

### Other Manner of Disposition

|                  | 0              | 0                 | 0          | 0                       | 0                         | 0                      | 0     | 0       | 0                   | 0                        | 0                   | 0             | 0           |

**GRAND TOTAL DISPOSITIONS**

|                  | 0              | 0                 | 0          | 0                       | 0                         | 0                      | 0     | 0       | 0                   | 0                        | 0                   | 0             | 0           |

51
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<th>Criminal Case Dispositions</th>
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### Trial Dispositions

#### Bench Trial

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

#### Other Manner of Disposition

| **GRAND TOTAL DISPOSITIONS** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **53** | **0** |

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**Note:** The table above represents the disposition of cases in the Dayton Justice Court from 4/1/2023 to 4/30/2023. The data includes various types of offenses and their corresponding counts.
### District & Justice Court Case Types - Felonies (Dictionary p. 1-4)

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<th>Other Violation</th>
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<td>a Original</td>
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Report generated on: 5/9/2023
Form RS-301 Rev 06/2008
## District & Justice Court Case Types (cont'd) - Gross Misdemeanors (Dictionary p. 1-4)

### Criminal Caseload

*(Dictionary p. 10-11)*

<table>
<thead>
<tr>
<th>Case Type</th>
<th>Crimes Against Person</th>
<th>Domestic Violence</th>
<th>Elder Abuse</th>
<th>Child Abuse and Neglect</th>
<th>Protection Other Violation</th>
<th>Crimes Against Property</th>
<th>Drugs</th>
<th>Weapons</th>
<th>Motor Vehicle - Other</th>
<th>Public Order</th>
<th>Other Gross</th>
<th>Misdemeanor</th>
<th>Criminal Appeals from LJ Courts</th>
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<td>a Active</td>
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<tr>
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<td>5 Dispositions (entry of Judgment)</td>
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<td>To be completed at a later date</td>
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<tr>
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<tr>
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<td>7 End Pending</td>
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<td></td>
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<td>To be completed at a later date</td>
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<tr>
<td>a Active</td>
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</tr>
<tr>
<td>b Inactive</td>
<td></td>
<td></td>
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### Criminal Caseload (Dictionary p. 19-11)

| Justice (cont'd)/Municipal Court Case Types - Misdemeanors (Dictionary p.4-6) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Crime Against Person | Domestic Violence | Elder Abuse | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Other | Municipal - Non-Traffic | Municipal - Traffic | Municipal - Reckless | Traffic | Parking |
| 1 Begin Pending | To be completed at a later date | To be completed at a later date |
| a Active | 4 | 2 | 0 | 0 | 1 | 8 | 0 | 3 | 5 | 8 | 1 | 76 | 0 |
| b Inactive | 4 | 2 | 0 | 0 | 1 | 9 | 0 | 4 | 8 | 10 | 1 | 142 | 1 |
| 2 New Filings | To be completed at a later date |
| a Charges | 4 | 7 | 0 | 2 | 0 | 1 | 0 | 1 | 1 | 1 | 4 | 2 | 50 | 0 |
| 3 Reopened | To be completed at a later date |
| 4 Reactivated | To be completed at a later date |
| 5 Dispositions (entry of Judgment) | To be completed at a later date |
| a Original | 4 | 7 | 0 | 2 | 0 | 1 | 0 | 1 | 1 | 1 | 4 | 2 | 50 | 0 |
| b Reopened | To be completed at a later date |
| 6 Placed on Inactive Status | To be completed at a later date |
| 7 End Pending | To be completed at a later date |
| a Active | To be completed at a later date |
| b Inactive | To be completed at a later date |

Nevada AOC - Research and Statistics Unit

Report generated on: 5/9/2003

Form RS-301 | Rev 06/2008
### Additional Criminal Caseload Statistics (p. 6)

<table>
<thead>
<tr>
<th>Category</th>
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<tr>
<td>Remanded Cases</td>
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<td>Aggressive Driving Charges</td>
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<td>Graffiti Charges</td>
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<td>Bench Trials</td>
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<tr>
<td>Jury Trials</td>
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### Death Penalty (Rule 250) Statistics

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<td>NOI to Seek Death Penalty Filed</td>
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<tr>
<td>NOI Withdrawn</td>
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<td>Death Penalty Imposed</td>
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### Additional Criminal Proceedings (Dictionary p. 7-9)

<table>
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<td>Extraordinary Writs</td>
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<td>Search Warrants Requests</td>
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<td>Probable Cause Findings/Hearings</td>
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<td>Coroner's Inquest Hearings</td>
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<td>72-Hour Hearings</td>
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<td>Arraignment Hearings</td>
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<td>Preliminary Hearings</td>
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<td>Sentencing Hearings</td>
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<td>Grand Jury Proceedings</td>
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<td>Post-Adjudication Case Activity</td>
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<td>Request for Modification of Sentence</td>
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<td>Revocation Hearing</td>
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<td>Post Conviction/Relief</td>
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### Preliminary Hearing Continuances

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<td>Court Need</td>
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<tr>
<td>Prosecution Request</td>
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</tr>
<tr>
<td>Defendant Request (pro per)</td>
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<tr>
<td>Defense Attorney Request</td>
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<td>Other</td>
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<td>Total Preliminary Hearing Continuances</td>
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### Trial Continuances

<table>
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</thead>
<tbody>
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<td>Court Need</td>
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<tr>
<td>Prosecution Request</td>
<td>0</td>
</tr>
<tr>
<td>Defendant Request (pro per)</td>
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<tr>
<td>Defense Attorney Request</td>
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<td>Other</td>
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<tr>
<td>Total Trial Continuances</td>
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Prepared by: [Signature]

Approved by: [Signature]
### Justice/Municipal Court Case Types - Civil (Dictionary, p.25-27)

<table>
<thead>
<tr>
<th>Civil Caseload (Dictionary p. 29-31)</th>
<th>Real Property Case</th>
<th>Tort Case</th>
<th>Contract Case</th>
<th>Protection Orders</th>
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<tbody>
<tr>
<td></td>
<td>Landlord Tenant Case (Summary Eviction)</td>
<td>Unlawful Detainer (Writs of Restitution)</td>
<td>Other Real Estate Case</td>
<td>Auto Negligence Case</td>
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<tr>
<td>1. Begin Pending</td>
<td>a. Active</td>
<td>b. Inactive</td>
<td></td>
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<tr>
<td>2. New Filings</td>
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<tr>
<td>3. Reopened</td>
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<tr>
<td>4. Reactivated</td>
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<tr>
<td>5. Dispositions (Entry of Judgment)</td>
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<td></td>
</tr>
<tr>
<td>a. Original</td>
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<td></td>
</tr>
<tr>
<td>b. Reopened</td>
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</tr>
<tr>
<td>6. Placed on Inactive Status</td>
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<tr>
<td>7. End Pending</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>a. Active</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Inactive</td>
<td></td>
<td></td>
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<tr>
<td>8. Set for Review</td>
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</table>

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

|                             | Civil Judges (Related to an Existing Case) | Review/Remanded Civil Cases | Jury Trials | Non-Jury (Regular) Trials | Satisfaction of Judgment | Inmate Request/ Filings | Contempt and Preliminary Injunctions | Removal of Judgment | Orders to Seal Records | Sexual Assault Protection Orders | Request for Extended DV Protection Orders | Request for Extended Protection Orders (Non-DV) |
|-----------------------------|-------------------------------------------|-----------------------------|--------------|--------------------------|-------------------------|-------------------------------|---------------------|----------------------|-------------------------------|---------------------------------------------|-----------------------------------------------|
|                             | 11                                        | 0                           | 0            | 2                        | 1                       | 0                            | 3                   | 0                    | 0                             | 0                                                          | 0                                                            |

**Note:** The report was generated on 5/11/2023.
### Civil Manner of Disposition

<table>
<thead>
<tr>
<th>Civil Manner of Disposition</th>
<th>Real Property Case</th>
<th>Tort Case</th>
<th>Contract Case</th>
<th>Protection Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Trial Dispositions</td>
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<td>Other Manner of Disposition</td>
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<tr>
<td>Voluntary Dismissal</td>
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<tr>
<td>Involuntary Dismissal</td>
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<tr>
<td>Transferred (before trial)</td>
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<td>Judgment on Arbitration</td>
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<td>Stipulated Dismissal</td>
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<td>Non-Jury (bench) Trial Dispositions</td>
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<td>Disposed After Trial Start (bench trial)</td>
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<td>Disposed After Trial Start (jury trial)</td>
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<td>Total Jury Trial Dispositions</td>
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<td>Protection Orders Dispositions</td>
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<td>Granted with Hearing</td>
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<td>Total Protection Order Dispositions</td>
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<td>Grand Total Dispositions</td>
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Report generated on: 5/11/2023
### Caseload Worksheet
- New Filings: 0
- Reopened: 0

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

### Statistics Worksheet
- Extended High Risk P/O Granted: 0
- Extended High Risk P/O Denied: 0
- Extended High Risk P/O Other: 0
  - High Risk P/O Leo: 0
  - High Risk P/O Family: 0
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 4, 2023
Agenda Item Number: 12.a
Subject: For Possible Action: Review and accept claims and financial reports.

Recommendation:
Approval recommended.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Cash Report
Claims Report
<table>
<thead>
<tr>
<th>Governmental Funds</th>
<th>BALANCE</th>
<th>CUSTODIAL FUNDS</th>
<th>BALANCE</th>
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<td>DNA Testing</td>
<td>832.00</td>
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<tr>
<td>Park Construction Tax</td>
<td>987,962.27</td>
<td>Western Nevada Regional Youth Center</td>
<td>1,212,457.12</td>
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<tr>
<td>Cooperative Extension</td>
<td>458,799.59</td>
<td>Mason Valley Swimming Pool District</td>
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<tr>
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<td>100,364.12</td>
<td>Fernley Swimming Pool District</td>
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<tr>
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(cash balances with a debit balance are overdrawn (negative cash))

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# CLAIMS REPORT
## MAY 1 THROUGH MAY 15, 2023

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 18, 2023
Agenda Item Number: 12.b
Subject: For Possible Action: Review and accept travel claims.

Recommendation:
Approval recommended.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Travel Report
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| Total Amount | **8,359.84** |
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 12.c
Subject: 12.a. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on April 20, 2023.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
April 20, 2023 Minutes
The Honorable Board of Lyon County Commissioners met this day, Thursday, April 20, 2023 at 9:00 a.m. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call


Via Zoom: None

Absent: None

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

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

Mitch Forster gave the invocation.

3. Pledge of Allegiance

4. Public Participation

There was no response to the call for public comment.

5. For Possible Action: Review and adoption of agenda

Comm. Henderson moved to adopt the agenda, moving item 7.a. in front of time certain, and moving item 6.b. in front of 6.a.

There was no response to the call for public comment.

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

6. Time Certain


General Manager Bert Bryan with Walker River Irrigation District gave a report on current and forecasted Walker River conditions, and advised there will be another update given at the Town Hall Meeting on April 25, 2023 at 5:30 p.m.

There was no response to the call for public comment.
6.b. Time Certain at 9:15 AM: For Possible Action: Approve plans for employee health, dental, vision, and life insurance coverage effective July 1, 2023, and authorize the Comptroller to sign associated contracts.

This item was presented before item 6.a.

Comptroller Josh Foli gave recommendation from the insurance committee to move forward with Cigna and explained the changes made to plans. Mr. Foli stated the figures also include the previous recommendation to increase dependent coverage from 30% to 50%, and that dental, vision, and life plans have no change in coverage or carriers.

There was no response to the call for public comment.

Comm. Henderson expressed interest in what the change in dependent coverage will cost the county. Mr. Foli stated dependent coverage currently costs $341,000 countywide at existing usage, but acknowledged that increasing the benefit may increase utilization.

Comm. Henderson moved to approve plans for employee health, dental, vision, and life insurance coverage effective July 1, 2023, and authorize the Comptroller to sign associated contracts.

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

6.c. Time Certain at 9:30 A.M: For Possible Action: Determine whether to uphold or reject the Rolling 'A' Wastewater Treatment Facility - Phase 4 Expansion Project Bid Protest submitted by Farr Construction Corporation dba Resource Development Company. (David Bruketta and Philip Mannelly with McDonald Carano representing Resource Development Company)

David Bruketta presented details referenced in the summary (as attached to the agenda) of series of events relating to the Rolling 'A' Wastewater Treatment Facility - Phase 4 Expansion Project Bid Protest submitted by Farr Construction Corporation dba Resource Development Company.

Philip Mannelly (legal counsel with McDonald Carano, representing Resource Development Company), gave a presentation outlining his legal opinion, and requested the bid protest be upheld.

Comm. Hockaday asked for public participation.

Walt Johnson, President of KG Walters Construction, argued against awarding of the bid to Farr Construction and requested that the bid be awarded to KG Walters or that all bids are rejected.

Comm. Keller motioned to uphold the bid protest as presented.

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

6.d. Time Certain at 9:30 A.M: For Possible Action: Award a contract to Farr Construction Corporation, dba Resource Development Company or K.G. Walters
Construction Company for constructing the Rolling 'A' Wastewater Treatment Facility - Phase 4 Expansion Project. (David Bruketta)

David Bruketta recommended to award contract to RDC.

Comm. Henderson asked if a force account is a contingency account, which David Bruketta confirmed.

Commissioners expressed concerns that the penalty for delays appears low at $1,200.00 per day. Utilities Engineer Kishora Panda agreed the amount is low but standard for punitive damages, and that the project timeline has been extended from 34 to 38 months to allow a buffer.

Comm. Hockaday asked for public participation.

Russ Wright from Dayton stated he wants assurances of material supply due to critical supply shortages elsewhere in other projects and that there should be a clause to purchase necessary materials early in the project.

Dave Backman with KG Walters expressed his opinion that experience speaks for itself, and gave a brief summary of relevant experience.

Comm. Henderson asked Dave Backman why a bid protest was not filed, on the 2nd bid within the 5 days. Mr. Backman responded that in hindsight, they made a mistake.

Philip Mannelly gave his legal opinion that the previous comments should be excluded from consideration.

Comm. Hockaday requested a motion, but no motion was made.

Comm. Hockaday made a motion to Award a contract to Farr Construction Corporation, dba Resource Development Company for constructing the Rolling 'A' Wastewater Treatment Facility - Phase 4 Expansion Project.


Comm. Keller asked what the consequences are if the motion fails.

David Bruketta responded that in the bid documents, the contract must be awarded w/in 60 days.

District Attorney Steve Rye reminded the Board that Section 338 outlines the requirements of a low-bid process, that not awarding a contract would affect funding among other things, and asked that they consider that.
Comm. Hockaday clarified that the contract should be awarded to the lowest responsible and responsive bidder, which Steve Rye confirmed was the reading by the District Attorney’s Office, and the recommendation from DOWL and the Utilities Department.

Comm. Jacobson asked for alternatives on how the Board can proceed. Steve Rye stated the Board could rescind the motion and action, take no further action, or against recommendation of Staff and DOWL award the contract to KG Walters.

Comm. Hendrix moved to reconsider, and Comm. Keller seconded. The motion passed 5-0.

Comm. Hockaday asked for additional comment.

Comm. Henderson asked for clarification of the 60 days.

David Bruketta advised that the 60 days started with the February 28, 2023 bids, and that this is the last meeting to meet the 60-day requirement.


There was no response to the call for public comment.

Walt Johnson restated that the 3rd option is to reject all bids, and gave his opinion that the Board is being backed into a corner.

Philip Mannelly restated his legal opinion that the bid be awarded to the lowest responsible and responsive bidder.

David Bruketta clarified that the $1,200.00 per day delay penalty is a typical engineering standard recommendation and is not abnormal.

Dave Backman stated that KG Walters brought to the County’s attention the complexity of the job and stated the job timeframe was restructured based on KG Walter’s information.

There was no response to the call for public comment.

Comm. Henderson voted nay, and the motion passed 4-1.

10:28 a.m. The Board recessed.
10:37 a.m. The Board reconvened with all members present.

7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Award Deputy Brian Kharrl with the Lyon County Sheriff’s Office Meritorious Service Award.

This item was presented before Time Certain Items.
After describing the event, which occurred at the Pilot gas station in Fernley on August 4th, 2022, Sheriff Brad Pope awarded the Lyon County Sheriff’s Meritorious Service Award to Deputy Brian Kharrl for his actions.

8. Commissioners/County Manager reports

Comm. Hendrix attended the Comstock Historical District Meeting and the Carson Water Sub-conservancy District Meeting.

Comm. Henderson stated he has been busy with Legislative meetings and gave a brief update on some bills having died after the first deadline. He also attended the Carson Area Metropolitan Planning Organization Meeting and the Silver City Advisory Board Meeting.

Comm. Keller attended NACo board meetings, NACo Legislative Committee, and the Senate Rural Caucus.

Comm. Jacobson attended the Fernley City Council Meeting. He co-hosted a career fair at Fernley High School and thanked Human Services, the D.A.’s Office, Sheriff Pope, and over 50 vendors/trades/colleges/businesses.

Comm. Hockaday has received phone calls about Pete Henrichs Road. He reported that while working at the range, he heard an explosion when a trailer tire hit a hole that was approximately 12 inches deep. He gave his opinion that something definitely needs to be done about the road.

County Manager Andrew Haskin has been tracking Legislature, is still updating his list after last week’s deadline, and will be receiving an update at the Legislative Coalition Meeting. Comptroller Josh Foli asked Mr. Haskin to advise the Board that the chutes for the Fairgrounds are coming in this weekend, which will be about $100,000, which was approved from ARPA funds last year. He also stated work is being done on finalizing the conceptual design for the Fernley Justice Court redesign, and will discuss the Pete Henrichs Road situation with Dustin Homan. Andrew Haskin mentioned the Town Hall Meeting on April 25, 2023 at 5:30 p.m. at Yerington City Hall where information will be given regarding potential flooding impacts, river conditions, and preparation information.

Comm. Hockaday questioned what the County is doing regarding spending contingency money based on the possibility that the Feds may reclaim undesignated ARPA funds. Andrew Haskin confirmed that is a possibility, which is being tracked, and that there is an agenda item today to designate some contingency funds.

Comm. Henderson mentioned Amendment 81 introduced by Rick Scott, and advised that the National Association of Counties and the Public Lands Steering Committee sent out an action alert asking everyone to contact their senators to oppose Senator Rick Scott’s Amendment 81.

9. Elected Official’s reports
Sheriff Brad Pope reported the missing woman from Stagecoach was found in a ravine alive, suffering from extreme hypothermia, and is expected to recover. Sheriff Pope gave kudos to search and recovery, and investigators. He reported an agreement has been made with the school district regarding zero tolerance to crimes, and several students have been arrested for crimes committed. Mr. Pope also stated the importance of making a show of support for graduates of WNRYC (Western Nevada Regional Youth Center) for completing the program.

Comm. Keller reported the Commissioners are unable to attend because the graduations fall on the same day as meetings.

Comm. Jacobson commended the officers that attended the career fair.

Comm. Hockaday appreciated the public emails and phone call communications regarding missing persons.

10. Appointed Official’s reports

There was no response to the call for Appointed Official’s reports.

11. Advisory Board reports

There was no response to the call for Advisory Board reports.

CONSENT AGENDA


There was no response to the call for public comment.

On motion by Comm. Keller, seconded by Comm. Henderson, which motion duly carried on a 5-0 vote, it was ordered that Consent Agenda Items 12.a. – 15.d. (with items 13.b., 13.c., 13.d., 13.g., and 13.h. pulled for discussion) be approved. Any and all Resolutions pertinent to Consent Agenda Items 12.a. – 15.d, are attached hereto and made a part of the minutes thereof.

12. For Possible Action: Approve County Commission Minutes
   12.a. For Possible Action: Approve the April 6, 2023 Minutes

   12.b. For Possible Action: Approve the April 10, 2023 Minutes.

13. Contracts
   13.a. For Possible Action: Approve agreement with Circle P Rodeo Company and Nathan Pudsey, Lyon County and The Boys and Girls Club of Mason Valley for the bull riding at the Night in the Country.
13.e. For Possible Action: Approve a contract with the low qualified bidder, Desert Engineering, Inc., in the amount of $179,042.00 for the Lyon County Fairgrounds Drainage and Pavement Project and authorize additional $25,000 in American Rescue Plan Act funding to complete this project.

13.f. For Possible Action: Approve a Memorandum of Understanding between the Lyon County School District and the Lyon County Sheriff's Office for the County to provide three School Resource Officers and the School District to provide up to $360,000 in funding for the 2023-24 school year.

14. Grants
14.a. For Possible Action: Accept grant award amendment from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, which moves $16,000 from contracts to personnel.

15. Other Consent Items
15.a. For Possible Action: Approve critical labor shortage designation for the Juvenile Probation Community 4 Service Worker position.

15.b. For Possible Action: Approve accepting community charity donations for the Sheriff's Office, which would include the "Shop with a Sheriff" program.

15.c. For Possible Action: Review and accept claims and financial reports.
- Cash Report 3-31-23
- Claims Report 3-16-23 to 3-31-23
- Lyon County Quarterly Financials 3-31-23

The cash balance as of March 15, 2023, was $116,588,389.57. County claims totaled $2,435,849.97 and payroll totaled $1,107,006.88.

15.d. For Possible Action: Review and accept travel claims.
- Travel Report 3-16-23 to 3-31-23

Travel Claims for March 15 totaled $6,721.41.

13.b. For Possible Action: Approve a Settlement Agreement between the State of Nevada and participating entities and CVS, dated March 2, 2023, and the Subdivision Participation Form related to the Opioid Litigation and authorize the Chair to sign the necessary documents to implement the settlement for Lyon County, Nevada.

Comm. Jacobson asked District Attorney Steve Rye how much say the County has in the spending of the funds from the settlement.
Steve Rye gave a brief history of the NV1 agreement. He stated Shayla Holmes, Director of Lyon County Human Services, created a program regarding a plan for the funds. He also clarified that the use of funds is limited to the scope of what is presented in the agreement.

Ms. Holmes explained that the agreement provided a specific document, which identified uses. As part of a requirement to access State Funds through grant writing, an opioid misuse plan was also created.

Comm. Jacobson questioned wording in the agreement regarding how much the total attorney fees are.

Richard Hy, outside council to Lyon County for the Nevada opioids Litigation, clarified that in the CVS settlement, the attorney’s fees and costs will be paid by outside council and will not be deducted from the $151 million with the exception of the common benefit fund. However, Mr. Hy also stated that in the Allergan settlement (which is part of a separate agenda item), no costs will be deducted from that sum because an agreement was not reached with outside council, but did not have specific figures on hand for the total attorneys’ fees and costs.

There was no response to the call for public comment.

Comm. Jacobson made a motion to approve a Settlement Agreement between the State of Nevada and participating entities and CVS, dated March 2, 2023, and the Subdivision Participation Form related to the Opioid Litigation and authorize the Chair to sign the necessary documents to implement the settlement for Lyon County, Nevada.

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

13.c. For Possible Action: Approve a Settlement Agreement dated February 16, 2023, with Allergan Finance, LLC, Allergan Limited, Allergan USA, Inc., and Allergan, Inc. ("Allergan") and Subdivision Participation Form related to the Opioid Litigation and authorize the Chair to sign the necessary documents to implement the settlement for Lyon County, Nevada.

Comm. Henderson asked for clarification as to how much the County is actually getting, and Richard Hy clarified the information presented on the allocation chart.

There was no response to the call for public comment.

Comm. Henderson motioned to approve a Settlement Agreement dated February 16, 2023, with Allergan Finance, LLC, Allergan Limited, Allergan USA, Inc., and Allergan, Inc. ("Allergan") and Subdivision Participation Form related to the Opioid Litigation and authorize the Chair to sign the necessary documents to implement the settlement for Lyon County, Nevada.

Comm. Jacobson seconded, and the motion passed 5-0.
13.d. For Possible Action: Approve a two year contract with Mobile APP to provide information from the Sheriff's Office and Emergency Management to the public and reverse 911 services in the amount of $19,578.50 the first year and $7,995 the second year and authorize a budget transfer from the General Fund contingency for the first year's funding.

Comm. Henderson questioned whether this app will be used by just the Sheriff’s Office or if other County departments will use it also.

County Manager Andrew Haskin reported that the current system, Code Red, is available to Emergency Management and Utilities in the case of emergency and this app will be used similarly.

Comm. Henderson questioned why this is not contracted with the county instead of the Sheriff’s Department.

Sheriff Brad Pope explained that a unique feature of this app was to include other departments; for example, Emergency/Communications Manager Taylor Allison will be an administrator and has function in app.

Comm. Henderson asked if this is funded through the 911 surcharge, and Sheriff Pope explained that $11,000 is what Emergency Management pays toward Code Red (which has been failing recently, and will expire soon), but that he’s not sure how the $11,000 is funded.

Comm. Jacobson wanted to clarify that this contract will actually save the county $3,000 per year, which Sheriff Pope confirmed. Sheriff Pope also explained that an Amber Alert is different, but Amber Alerts, Silver Alerts, and others can be put out through the app when a Code Red is not appropriate. Based on feedback from County Residents, the people want access to the alerts without relying on social media. Sheriff Pope also reported that the app does not have cellular device or location tracking capabilities.

Emergency/Communications Manager Taylor Allison provided information relating to interoperability of Code Red and the fact that it is landline based and requires opting-in.

There was no response to the call for public comment.

Comm. Henderson motioned to approve a two year contract with Mobile APP to provide information from the Sheriff's Office and Emergency Management to the public and reverse 911 services in the amount of $19,578.50 the first year and $7,995 the second year and authorize a budget transfer from the General Fund contingency for the first year's funding, and to authorize the sheriff to sign necessary documents.

Sheriff Pope also noted that payment for services will be made after July 1, 2023 so that it does not affect the current budget cycle.

Comm. Jacobson seconded, and the motion passed 5-0.
13.g. For Possible Action: Approve a contract with McGinley & Associates for an amount not to exceed $49,525 to conduct baseline surveys on a proposed Right-of-Way for a future water line located on BLM land between Dayton and Stagecoach to be funded from a budget transfer from General Fund contingency. (David Bruketta)

Comm. Henderson questioned whether the repayment of funds would go back into the General Fund.

Utilities Director David Bruketta provided a brief history of the plan to move a water line, and explained that this contract is the first step to get required surveys completed.

There was no response to the call for public comment.

Steve Hartman with Vidler Water Company commented that the required field surveys need to be done while meeting the seasons for the animal and plant subjects.

Comm. Henderson motioned to approve a contract with McGinley & Associates for an amount not to exceed $49,525 to conduct baseline surveys on a proposed Right-of-Way for a future water line located on BLM land between Dayton and Stagecoach to be funded from a budget transfer from General Fund contingency with the understanding that the money will be reimbursed into contingency.

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

13.h. For Possible Action: Approve a Cost Reimbursement Agreement with the Bureau of Land Management, Sierra Front Field Office, for an amount not to exceed $27,000 for reimbursement costs incurred to process a right-of-way application for a water main between Dayton to Stagecoach to be funded from a General Fund contingency budget transfer. (David Bruketta)

There was no response to the call for public comment.

Steve Hartman recommends approving this ASAP.

Comm. Jacobson motioned to approve a Cost Reimbursement Agreement with the Bureau of Land Management, Sierra Front Field Office, for an amount not to exceed $27,000 for reimbursement costs incurred to process a right-of-way application for a water main between Dayton to Stagecoach to be funded from a General Fund contingency budget transfer.

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

11:37 p.m. The Board recessed.
12:30 p.m. The Board reconvened with all members present.

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

16. Advisory Board
   16.a. For Possible Action: For Possible Action: Approve to change the meeting day and time of the Smith Valley Advisory Board to the first Wednesday of the month at 6:00 p.m., or to ask the Smith Valley Advisory Board to revisit the item and request a different day and/or time.

County Manager Andrew Haskin asked the Board to consider the fact that if he needs to present an item to all 3 County Advisory Boards, there would be 3 meetings to attend, and it would take three months to get an item approved, but also mentioned that that situation wouldn’t occur very often.

Comm. Jacobson commented that it is important to consider what works for the Smith Valley Advisory Board. He also asked if Smith Valley has Zoom, to which Comm. Hockaday responded that they are close to having Zoom capability.

Comm. Jacobson suggested that to support the City Manager, the Board of Commissioners should make it known that they support county staff attending Advisory Board meetings by Zoom.

Comm. Keller gave his opinion that the Advisory Boards can do what works best for them, but that he would not be able to attend, and that changing the time to 6:00 p.m. may cut into other fieldwork.

Comm. Henderson gave his opinion that the Board of Commissioners needs to support the Advisory Boards and should try it, because it can be revisited later if it needs to be changed. He also would like to see all of the Boards have Zoom capabilities.

There was no response to the call for public comment.

Comm. Jacobson made a motion to approve to change the meeting day and time of the Smith Valley Advisory Board to the first Wednesday of the month at 6:00 p.m.

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

   16.b. For Possible Action: Appoint a member to the Smith Valley Advisory Board, with a term expiring December 31, 2024.

County Manager Andrew Haskin pointed out late backup available (an application from Michael Weiss).

Commissioners paused to read the late backup.

Comm. Jacobson questioned if the Smith Valley CAB gave a suggestion or guidance for who to recommend, to which Comm. Hockaday said there was no recommendation.
There was no response to the call for public comment.

Comm. Hockaday made a motion to appoint Wendy Loomis to the Smith Valley Advisory Board, with a term expiring December 31, 2024.

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

17. County Manager

17.a. For Possible Action: Approve to cancel or reschedule the July 20th Board of Commissioners meeting due to the National Association of Counties Annual Conference, July 21st - 24th.

County Manager Andrew Haskin stated that three commissioners are attending the conference, so he recommends cancelling the meeting as opposed to rescheduling.

Jacobson asked if the motion could be left open-ended.

Mr. Haskin advised that the meeting could just be scheduled as a special meeting, but deferred to the Board’s judgement.

Comm. Henderson and Hockaday gave their opinions that the meeting be cancelled to avoid ambiguity.

There was no response to the call for public comment.

Comm. Jacobson made a motion to approve to cancel the July 20th Board of Commissioners meeting due to the National Association of Counties Annual Conference, July 21st - 24th.

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

17.b. For Possible Action: Approve a resolution in support of the Historic Routes Preservation Act. (Requested by Comm. Hockaday)

Andrew Haskin gave a historical background for the right of ways.

Comm. Hockaday read the resolution into record.

Comm. Henderson stated that similar bills never pass Congress for political reasons but that some Senators are willing to introduce the bill and are working to make it bipartisan. He explained that part of this Resolution is to show support for Senators’ proactive Legislative actions to make it easier to title roads.

Commissioners and County Manager discussed what this Resolution allows or requires.

There was no response to the call for public comment.
Comm. Henderson made a motion to approve a resolution in support of the Historic Routes Preservation Act.

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

17.c. For Possible Action: Approve a Memorandum of Agreement between Lyon County and Robert K. Weidner for representation regarding the Historic Routes Preservation Act, from March 1, 2023 to December 31, 2023, in the amount of $7,500.00 to be transferred from Contingency. (Requested by Comm. Henderson)

Comm. Henderson explained Robert Weidener has a lot of public lands litigation experience, is a subject matter expert, will continue working on the issue to the benefit of the County whether or not the County pays anything. He also gave his opinion that the $7,500.00 is an equitable per city contribution.

Comm. Keller asked if the Federal Lobbyists are handling this. Andrew Haskin responded that direction has not been provided to lobbyists regarding this.

Comm. Keller also gave his opinion that he does not support paying for what is being done anyway, and that it can be considered in future budgeting. He supports the effort, but not the cost.

There was no response to the call for public comment.

Comm. Henderson made a motion to approve a Memorandum of Agreement between Lyon County and Robert K. Weidner for representation regarding the Historic Routes Preservation Act, from March 1, 2023 to December 31, 2023, in the amount of $7,500.00 to be transferred from Contingency.

Comm. Hockaday seconded.


18. Other
18.a. For Possible Action: Approve, deny or amend a Resolution of the Lyon County Board of Commissioners terminating a Declaration of Emergency that was declared in Resolution 23-06.

County Manager Andrew Haskin explained this motion to terminate the March resolution is because the State’s Declaration of Emergency only went to the end of March. He also explained that if there were further issues like flooding, the County would have to end the last declaration and make a new one when necessary.

Emergency/Communications Manager Taylor Allison gave further clarification that the Presidential declaration that the Governor’s Office signed had an end date of 03/31/23, so it is cleaner for tracking to have two separate resolutions.
There was no response to the call for public comment.

Comm. Keller made a motion to approve Resolution 23-11 of the Lyon County Board of Commissioners terminating a Declaration of Emergency that was declared in Resolution 23-06.

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


Andrew Haskin stated this is a required plan that needs to be submitted to the State.

There was no response to the call for public comment.


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

18.c. For Possible Action: Approve agreements with Walther Law Offices, PLLC to provide indigent defense services in the City of Yerington and City of Fernley municipal courts effective 5/1/2023, and approve a resolution adopting cooperative agreements to pass the costs of all indigent defense services in the municipal courts through to the cities in accordance with state law.

There was no response to the call for public comment.

Comm. Jacobson made a motion to approve the agenda item as presented, which stated: “Approve agreements with Walther Law Offices, PLLC to provide indigent defense services in the City of Yerington and City of Fernley municipal courts effective 5/1/2023, and approve a resolution adopting cooperative agreements to pass the costs of all indigent defense services in the municipal courts through to the cities in accordance with state law.”

The Deputy Clerk requested language specification regarding City of Yerington, City of Fernley, and Walther Law Offices, and Comm. Jacobson agreed with the change.

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

18.d. For Possible Action: Award the bid for the Lyon County District Court - Courthouse Remodel project to the lowest responsive and responsible bidder, Pellet Construction, LLC, in the amount of $9,189,573 and authorize the County Manager to sign change orders cumulatively up to 5% of the awarded amount.

County Manager Andrew Haskin stated the architect recommended a 5-10 % contingency on change orders.
Comm. Henderson gave his opinion that he does not support anyone signing up to 5% change order on a $9 million project.

Commissioners and Facilities Director Doug Homestead discussed known and potential change orders that may and will occur during the scope of the project. Mr. Homestead stated he would want a minimum $50,000 limit on change orders that the County Manager can sign.

Doug Homestead also clarified Comptroller Josh Foli wrote the agenda item, and supports the motion as written.

Comm. Hendrix asked why the County does not own the drawings, to which Andrew Haskin and Comm. Keller explained this is typical of drawings as copy written work of the architect.

There was no response to the call for public comment.

Comm. Jacobson made a motion to award the bid for the Lyon County District Court - Courthouse Remodel project to the lowest responsive and responsible bidder, Pellet Construction, LLC, in the amount of $9,189,573 and authorize the County Manager to sign change orders cumulatively up to 5% of the awarded amount.


Comm. Henderson voted Nay, and the motion passed 4-1.

19. Agenda Requests

Comm. Henderson requested an update for the Carson River similar to the one received for the Walker River.

Comm. Hockaday directed the County Manager to agendize an item for discussing Planning Commission Appointments and to whether presentations will be allowed. He gave his opinion that he’d like to see in policy that everyone who applies gets the opportunity to speak in front of the Commission. Comm. Hockaday would also like to have a presentation by the Battleborn Youth Challenge Academy.

20. Commissioner Comments


Comm. Hockaday gave notice of a NACo conference 2023 to be help September 26 through September 28 in Elko and gave a reminder of the flooding discussion at Yerington City Hall on April 25, 2023.

Andrew Haskin notified the Commissioners that the County did switch agenda software and that the format of agenda will be slightly different.
21. Closed Session

There was none.

22. Public Participation

There was no response to the call for public comment.

23. Adjourn

Comm. Hockaday adjourned the meeting at 1:27 p.m.

LYON COUNTY BOARD OF COMMISSIONERS

____________________________
DAVE HOCKADAY, Chairman

ATTEST

____________________________
STACI LINDBERG, Lyon County Clerk/Treasurer
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 12.d

Subject: For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on May 18, 2023.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

May 18. 2023 Minutes
The Honorable Board of Lyon County Commissioners met this day, Thursday, May 18, 2023 at 9:00 AM in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Commissioner Wes Henderson, Commissioner David Hockaday, Commissioner Scott Keller, Commissioner Robert Jacobson, Commissioner Tammy Hendrix

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

Via Zoom: None

2. Invocation Given By Nathan Sam-Whistler of the United Methodist

3. Pledge of Allegiance

4. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

5. For Possible Action: Review and Adoption of Agenda

Commissioner Henderson moved to adopt, seconded by Commissioner Hendrix.

RESULT: Motion 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

6. Time Certain

6.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes. Comm. Hockaday read the letter into record.

Comm. Jacobson questioned if paying to publish in the newspaper is necessary or whether it can go electronic. Josh Foli stated it is still required and is published in the Fernley Leader. The cost is around $600-800.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.
6.b.  Time Certain at 9:00 AM – For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comptroller Josh Foli noted the only changes from the tentative budget to the final budget is the addition of $144,000 in intergovernmental revenues and $144,000 in services and supplies in the Public Defender budget to account for the contracts that the Board approved for the public defender services for the cities, which are a pass-through. This also slightly increased the General Fund Contingency and slightly decreased the General Fund Ending Fund Balance.

Commissioner Jacobson moved to approve, seconded by Commissioner Keller.

RESULT: Motion 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:


Jon Ponder with Porter Group gave a presentation on current activities. He advised the Board to come to Washington D.C as often as possible and to invite Congressman Amodei or his staff to the BOCC meetings and events as well. He advised that County representatives should make contact seven times a year, even if it is brief.

They are watching the debt ceiling closely and expect to hit it by the 1st of June.

Brian Bates with Porter Group gave a review of community project funding requests totaling $21,504,000.00. These are dependent on the debt-ceiling limit. They have met with Senate and House staff on the Lands Bills.

He explained the effect the debt ceiling has on the appropriation process. They will continue to work on Lyon County’s behalf to see what kind of funding they can get.

Comm. Keller asked if there was a specific time to coordinate a rep from Lyon County to go to Washington D.C. Jon Ponder stated they will inform the Board when they are needed in D.C.

Comms. thanked the Porter Group for their hard work and representation in Washington D.C.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

6.d.  Time Certain at 9:15 AM - For Presentation Only: Introduction and presentation for the Battle Born Youth Challenge Academy from the Program Director Andre Ponder. (Requested by Comm. Hockaday)

Andre Ponder had to reschedule his presentation to a later date.

7.  Proclamations and Resolutions
7.a. For Possible Action: Presentation and Proclamation declaring May 2023 as Mental Health Awareness Month in Lyon County, Nevada.

Comm. Hockaday read the proclamation into record.

Comm. Keller stated he has noticed resolution and proclamations are all done in different formats, he would like to get a standard and put that into policy. He gave some direction on what the format should resemble.

Comm. Hockaday asked if this is an item that could be put on the agenda for future meeting.

County Manager Andrew Haskin stated they can certainly add this to a future agenda but this particular item came from NACO and info pertaining to Lyon County was added to the form. Different organizations submit the resolutions.

Shayla Holmes Director of Lyon County Human Services gave a presentation on the current mental health issues and statistics in Lyon County. Shayla noted resources available including calling 988 for help.

Comms. thanked Human Services for all they do.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to adopt a proclamation declaring May 2023 as Mental Health Awareness Month in Lyon County, Nevada, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

7.b. For Possible Action: Approve a resolution in support of the Nevada Wildfire Awareness Campaign, and proclaim May 2023 as the Nevada Wildfire Awareness Campaign Month, and this year’s banner theme: “Protect Our Home, Prepare for Wildfire.”

Comm. Hockaday read the resolution into record.

Comm. Keller stated the resolution is incorrectly worded and explained how it should be done.

County Manager Andrew Haskin stated this is also sent to them from an outside entity, but could be redone if requested. Comm. Hockaday stated if it is approved, it will be accepted as written, and if it is denied, it can be rewritten.

Comm. Jacobson stated that he is all for a meeting to come up with a format for future resolutions and ordinances.

Public Comment: Amanda Brinnand stated the more people do to increase the defensible space around their homes helps to prevent wildfires. She acknowledged not everyone has the ability or
resources to do this, requested some kind of help for those people, and asked if requirements can be made for new construction for defensible space.

Commissioner Jacobson moved to approve a resolution in support of the Nevada Wildfire Awareness Campaign, and proclaim May 2023 as the Nevada Wildfire Awareness Campaign Month, and this year’s banner theme: “Protect Our Home, Prepare for Wildfire”, seconded by Commissioner Henderson.

**RESULT: Motion Passed 4-1**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Hendrix

**NAY:** Commissioner Keller

7.c. For Possible Action: Adopt a resolution declaring May as "Motorcycle Safety Awareness Month" in Lyon County. (Requested by Comm. Henderson)

Comm. Henderson read the resolution into record.

Comm. Henderson stated this is personal and important to him as someone who rides motorcycles. He suggested teaching your kids to spot motorcycles when you’re driving around, to count motorcycles also so this gets in their brain so when they start driving they will be aware of motorcycles.

Comm. Hendrix stated this is important to her also as a rider and she also agrees with Comm. Keller on re-writing the process of resolutions.

Comm. Keller stated his concerns with three items on the resolution, explained what they were, and that he would vote in favor of the resolution if those items can be removed.

Comm. Hockaday stated that it matters what the person presenting the resolution wants the resolutions wording to say, not what Comm. Keller wants it to say.

Comm. Henderson pointed out this is the same exact resolution that was passed last year.

Andrew Haskin stated this is the same resolution passed in the past. He will schedule an agenda item for discussion on how they want resolutions formatted in the future.

Comm. Hockaday stated that we all need to ask ourselves if we can drive more safely on the road with motorcyclists.

Public Comment: Maryann Sichak commented on the timing of proclamations. They should be passed prior to the month of the event. She stated that the people of the County would not know because they won’t get the information until the minutes come out and that would be after the awareness month is gone. They are not timely.

Comm. Hockaday agreed proclaiming it the month before the event makes sense.


**RESULT: Motion 4-1**
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Hendrix
NAY: Commissioner Keller

11:21 a.m. The Board recessed.
1:00 p.m. The Board reconvened with all members present.

8. Commissioners/County Manager Reports

Comm. Hendrix attended the Sutro Tunnel event, the Comstock Historical District meeting, and the Carson Water sub-conservancy meeting.

Comm. Henderson attended the National NACO Public Lands meeting and NACo Board of Directors meeting. NACo adopted a resolution on the Historic Route Preservation. He has been following the Legislature as well. He also attended the CAMPO meeting and they also adopted a resolution for motorcycle safety awareness.

Comm. Keller attended the Silver Springs Advisory Board, the Sutro Tunnel event, Carson Water sub-conservancy meeting and toured the Carson river where they have some failures, which are similar to Lyon County.

Comm. Jacobson thanked County Manager Andrew Haskin and Fernley Mayor for their meeting. He attended the Debt Management Meeting and thanked Comptroller Josh Foli for keeping the County out of debt. He appreciates Lyon Fire and law enforcement for their recognition and escorting the bus out of town of the school kids on their way to State.

Comm. Hockaday was very impressed by the Sutro Tunnel tour.

County Manager Andrew Haskin reported a lot of time is being devoted to the flooding issues expected this weekend. Worst case scenario is now the forecast. It is expected there will be flows of 3000 CFS by Sunday or Monday and 3500 CFS by Wednesday.

Walker River Irrigation District is predicting 4200 CFS sometime in the next few weeks. They will be closing Miller Lane sometime within the next week.

Andrew reminded the Board and staff that open enrollment is due by Friday, May 19th. He shared that letters have been received from the public complimenting on ball fields and the Dayton Cemetery being very well maintained by County staff.

Comm. Keller wanted to add that he also attended the NNDA meeting and Intergovernmental Executive Committee.

Comm. Henderson requested Mr. Haskin to pass on that Lyon County has the best employees in the state.

9. Elected Official's Reports

9.a. For Report Only: Dayton Justice Court

9.b. For Report Only: Canal Township Justice Court

Sheriff Pope reported three deputies were honored with the Hoff Survival Award, which is an award for Deputies who were put in a life-threatening situation.
They have held two town halls that were well attended. They are working on a method to notify people of the meetings so more can attend.

Service calls are increasing. They have nine deputies in training and will be sending five more. This will increase patrol numbers for safer communities.

Comms. thanked Sheriff Pope for his efforts and reports.

Comm. Hockaday questioned a trailer sitting half way between Yerington and Wilson Canyon. Commander Powell stated it is a sheepherder trailer.

10. **Appointed Official's Reports**

Community Development Director Louis Cariola stated that they have hired Gail Loucks as the new building inspector.

Storm water updates: Tuesday, May 23rd, they will have a public meeting at 5:30 for the kick off the Silver Springs area master drainage plan. Mr. Cariola also attended the Walker River Irrigation District meeting for the flood assessment risk data gathering exercise to be better prepared in the future.

Comm. Keller requested a video be made of the workshops. Mr. Cariola stated the meetings are recorded so possibly they can be posted and that the invite email could be forwarded to others.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comptroller Josh Foli introduced the new HR Director, Amy Hagan. Ms. Hagan stated she has 25 years of H.R. experience and has taught H.R. at the MBA level for the past 20 years.

Josh gave an update on the Fernley Justice Court and next month will come forward with architect agreement. Cost is more than planned and they do have a plan for the extra funding. He will be coming back to the Board with options. June 1st, he will come back to the Board regarding the Dayton Government Complex.

11. **Advisory Board Reports**

Amanda Brinnand from the Stagecoach Advisory Board stated concerns regarding a tentative parcel map approval on Iroquois Trail dividing a 24-acre parcel into four parcels. At the May 4th Stagecoach Advisory Board meeting, it was brought up that the owner of the property told someone he intended to use one well for all four parcels. Ms. Brinnand called the Nevada Division of Water Resources and the Nevada Environmental Protection Agency. She reported being told that because it would be for less than 25 people, it would be a private water company and they would have no water testing requirements. Ms. Brinnand stated the owner did not disclose this to the Advisory Board or Planning Commission, and questioned whether Lyon County has any requirements for water testing, restrictions or permitting for private water companies. She also stated that if the private water company fails, the owners of the properties are at the mercy of the well owner, residents could end up with bacteria in their water or no water at all, and that if the County continues to allow these small water companies, there should be a plan for if they fail.

12. **CONSENT AGENDA**

12.a. For Possible Action: Review and accept claims and financial reports.
Claims totaled $1,384,317.81 and Payroll totaled $1,457,699.57 as of April 15, 2023.
Claims totaled $1,549,641.25 and Payroll totaled $1,097,758.49 as of April 30, 2023.

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

Travel Claims totaled $3,661.24

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

Secured Property corrections totaled $1,398.57 and Unsecured Factual Corrections totaled $343.21

12.d. For Possible Action: Approve the Clerk/Treasurer’s Affidavit to Commissioners that the Clerk/Treasurer’s Office mailed the property tax delinquency notices/tax due notices as required by Nevada law.

12.e. For Possible Action: Approve State Engineer’s budget for the supervision of Lyon County’s Groundwater Basins for the Fiscal Year July 01, 2023 thru June 30, 2024.

12.f. For Possible Action: Accept subgrant award from Partnership Carson City for FY2023, in the amount of $191,000.00, with no county match required, for the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP).

12.g. For Possible Action: Accept grant award from Healthy Communities Coalition of Lyon and Storey Counties for FY2023, in the amount of $8,750, with no county match required, for the Substance Abuse Mental Health Services Administration (SAMHSA) Nevada Strategic Prevention Framework - Partnership for Success Grant (PFS).

Commissioner Henderson moved to adopt, seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

13. PUBLIC HEARING ON PLANNING ITEMS

13.a. For Possible Action: Propose an ordinance amending Lyon County Code Title 15, the Lyon County Land Use and Development Code; table 15.320-1; table 15.320-2; table 15.320-3; table 15.320-4; identifying which zoning districts allow restricted gaming and non-restricted gaming; when an ADR is required, and, when a CUP is or is not required for the restricted or non-restricted gaming; and other matters properly related thereto.

Community Development Director Louis Cariola stated this is intended to correct an error in Dec. 2020. He explained the difference between restricted and non-restricted gaming and requested a reversal of the Land Use Tables.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comm. Keller proposed the ordinance as stated.
13.b. For Possible Action: Conditional Use Permit- CONTINUED FROM THE APRIL 6, 2023 MEETING-To approve a Conditional Use Permit request from Blackcomb Property Group, LLC to allow a Self-storage/RV Storage facility in the CC (Community Commercial) zoning district on a three-acre parcel generally located to the southwest of the intersection of Dayton Valley Road and Como Road, east of the Carson River and U.S. Highway 50, at 222 Dayton Valley Road in Dayton (APN: 006-091-10) PLZ-2022-213

Senior Planner Bill Roth gave a presentation on the Conditional Use permit request for a storage facility. The proposed project involves the construction and operation of a Self-Storage/RV Storage facility (“Store More Boat & RV Storage”) consisting of up to 104 boat or Recreational Vehicle (RV) storage spaces. No storage lockers are proposed. The subject property is located at 222 Dayton Valley Road, east of the Carson River and U.S. Highway 50 in Dayton (APN: 006-091-10). The Applicant’s request to modify Condition of Approval #10, which requires the installation of a full perimeter solid wall in compliance with the Performance Based Standards for Self-storage/RV storage uses located in the Community Commercial zoning district, as provided in Lyon County Code section 15.335.03 WW. The applicant requested to substitute chain link fencing along a portion of the north perimeter, adjacent to storage facility, to ensure there would be no blind spots that might create opportunities for illegal dumping and homeless encampments. The applicant also requested to use chain link along the western perimeter and a portion of the southern perimeter, citing flooding and drainage concerns, but also acknowledging that the chance of flooding for that portion of the site was effectively one event in five hundred years based upon the FEMA FIRM (Flood Insurance Rate Map) and that drainage could be facilitated with openings at the base of any solid walls, if it was indeed necessary.

Planning and Right of Way Manager with CFA, Dave Snelgrove gave a presentation on fencing and landscaping around the property.

Matt Marani with Blackcomb Property Group gave a presentation also. He requested the Board reconsider the concrete wall. They will have trees to shelter the properties. He stated there will be an employee on hand if problems arise but for the most part, it will be automated. It is a state of the art facility with low traffic impact.

Comm. Keller asked if the solar is only for their site, or will they be selling this energy. Eli May from Blackcomb Property Group stated it is only for their property.

Comm. Jacobson questioned the wire wall and if this was the first RV Storage under this new requirement. County Manager Andrew Haskin stated it is the first.

Comm. Hockaday asked for public comment.

Andy Sichak questioned if there were sales and what impact that would have. Dave Snelgrove stated there are no sales involved.

Russ Wright from Dayton used to build storage units for a living and supports the project with the exception of the wall due to safety and security concerns.

Comm. Hendrix questioned if they could solve the issue by putting a gate in between the two brick walls. This would be possible but they would most likely have to have an agreement with the adjacent property owner.

Comm. Henderson asked if there is a process that allows for changes. Senior Planner Louis Cariola, responded they are not aware of a code that would allow this.
County Manager Andrew Haskin stated code specifically states you can’t use CUP process to create a variance, however, the neighboring owner Mr. Cowee sent a message to Mr. Haskin that he was ok with building a fence between the walls.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Keller.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix  
**NAY:**

14. **REGULAR AGENDA**

14.a. For Possible Action: Appoint up to two members to the Debt Management Commission, with one member for the position of member at large with a term expiring December 31, 2025, and one member from the GIDs in the County: Applicants are Ethelda Marjorie Gartenberg for the GID member and any other applicants received prior to the meeting.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to appoint Marjorie Gartenberg to the Debt Management Committee, seconded by Commissioner Henderson.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix  
**NAY:**

14.b. For Possible Action: Appoint up to two trustees to the South Lyon County Hospital District Board, with a term expiring December 31, 2024. Applicants are Joanne Lawson and Susan Cottingham and any other applicants received prior to the meeting.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to appoint Joanne Lawson and Susan Cottingham as trustees to the South Lyon County Hospital District Board, with a term expiring December 31, 2024, seconded by Commissioner Jacobson.

**RESULT: Motion Passed 5-0**  
**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix  
**NAY:**
14.c. For Possible Action: Appoint one member to the Fair and Rodeo Board, with a term expiring December 31, 2026.

Commissioner Jacobson moved to appoint Kristie Baumbach to the Fair and Rodeo Board with term expiring December 31, 2026., seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

14.d. For Possible Action: Acknowledge resignation from Elaine St. John from the Dayton Regional Advisory Board.

Commissioner Henderson moved to acknowledge resignation from Elaine St. John, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

14.e. For Possible Action: Appoint up to two members to the Dayton Regional Advisory Board, with terms expiring December 31, 2023, and December 31, 2024.

Comm. Jacobson questioned the statement that the applicant wanted to provide a different viewpoint than the community has. Morgan Brown stated she did not intend that to mean different from the community; she meant a new view.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.f. For Possible Action: Approve Clerk Treasurer to purchase 5 rolling ballot bins in an amount not to exceed $2,200.00, to be funded from a budget transfer from General Fund contingency.
Josh Foli explained the State has excess funds for this but they require the County to make the purchase and then the State will reimburse the County if there are funds left.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Keller moved to approve, seconded by Commissioner Jacobson.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

**NAY:**

14.g. For Possible Action: Approve the Festival Permit for Night in the Country LLC, subject to the conditions listed in the Permit Document.

County Manager Andrew Haskin stated there are a number of conditions for the festival permit and these are standard for these types of applications.

Travis Crowder, Chief Executive Officer for the Boys and Girls Club of Lyon County, thanked County staff for all their help and support.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to approve, seconded by Commissioner Henderson.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

**NAY:**

14.h. For Possible Action: Review and discuss the appointment process for Planning Commissioners and provide direction to the County Manager on the creation of a policy. (Requested by Comm. Hockaday)

Commissioners and County Manager Andrew Haskin discussed options on the appointment process such as the applicant giving a presentation and should there be a time limit on the presentation. They also discussed how to choose what order the applicants would give their presentations, and whether the same questions should be asked of all applicants, and if the applicants should just answer questions on their own on the application.

Public Comment: Betty Retzer questioned how far they could take this due to NRS and that the applicant should be at the meeting. She cautioned the Board to be very careful.

Commissioner Henderson moved to direct the County Manager to continue to review the appointment process for the planning commission and come back at a later date, seconded by Commissioner Hockaday.

**RESULT: Motion Passed 5-0**
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.i. For Possible Action: Approve a contract for one year with Universal Protection Service, LP d/b/a Allied Universal Security Services for courthouse security for an estimated amount of $63,232.

Comptroller Josh Foli gave an update on the construction of the Justice Complex to start in July and the security needed.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to approve, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

RECESS TO CONVENE AS CENTRAL LYON COUNTY VECTOR CONTROL DISTRICT BOARD

15. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

16. Central Lyon Vector Regular Agenda

16.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

16.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

17. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO CONVENE AS MASON VALLEY MOSQUITO ABATEMENT DISTRICT BOARD

18. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

19. Mason Valley Mosquito Abatement Regular Agenda

19.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

19.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Jacobson moved to approve, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

20. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO CONVENE AS WALKER RIVER WEED CONTROL DISTRICT BOARD

21. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

22. Walker River Weed Control Regular Agenda
22.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

22.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

23. Public Participation

Comptroller Josh Foli stated there are no changes to the tentative budget.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO CONVENE AS WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

24. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

25. Willowcreek GID Regular Agenda

25.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

25.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

25.c. For Possible Action: Approve the Debt Management Policy for fiscal year 2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.
Comptroller Josh Foli stated there are no changes to the tentative budget.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

26. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO CONVENE AS SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

27. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

28. Silver Springs GID Regular Agenda

28.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to comply with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

28.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Hendrix moved to approve, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

29. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.
30. Future Agenda Requests

Comm. Jacobson requested a presentation by Tina Peterson with LP Insurance services for brokerage services looking at current and alternative options for property and casualty along with workers compensation insurance and extend the same invitation to our current provider A&H.

Comm. Keller requested a procedure to do resolutions.

Comm. Hendrix requested a workshop to discuss revisions to permitted and conditioned uses allowed in the zoning districts allowed under the master plan mixed use land use designation along our transportation corridors under the new master plan and to look at the rezoning process for commercial and industrial property. She also wants to discuss how to protect Lyon County from the solar farms coming to BLM land.

Comm. Henderson requested for the second meeting in June to have an item about submitting comments to BLM regarding the proposed conservation and landscape bill. County Manager Andrew Haskin stated they are currently working with the consultant on this issue.

31. Commissioner Comments

There were no comments.

32. Public Participation

Denise Martin and Susan Martin request road maintenance to Break-A-Heart Road because it is a public safety hazard. They stated they recently had to call 911, the call went out at 18:16, help did not arrive until 18:34 and one of the paramedics stated the road is treacherous. It is hard to get medical equipment delivered due to the road conditions also. They are not asking for the road to be paved, but to just be maintained.

Comm. Keller stated that they cannot discuss this comment but it could be added as an agenda item and discussed at a future date. County Manager Andrew Haskin offered to talk to Susan Martin after the meeting.

33. Closed Session Pursuant to NRS 241.015(3)(b)(2)

There was no closed session.

34. Adjourn

Meeting adjourned at 2:43p.m.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 12.e

Subject: For Possible Action: Approve the Lyon County Debt Management Policy and Five-Year Capital Improvement Plan for fiscal year 2024.

Recommendation:

Approve the Lyon County Debt Management Policy and Five-Year Capital Improvement Plan for fiscal year 2024.

Summary:

Under NRS, Lyon County is required to annual update our debt management policy and five-year capital improvement plan. This is the updated version.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Debt Management Policy and Five-Year Capital Improvement Plan
Lyon County, Nevada

Debt Management Policy

Fiscal Year 2024

Prepared May 2023
EXECUTIVE SUMMARY

This Debt Management Policy was created to fulfill the requirements of NRS 350.013. The County is generally limited in the bonds it can issue by its statutory debt limit, the $3.64 limit on overlapping tax rates and the amount of revenue available to pay debt service on bonds. The policy discusses the outstanding and proposed debt of the County, its ability to afford such debt and other items relating to the issuance of bonds by the County.

As of June 30, 2023, the County has $18,645,007 of general obligation debt outstanding. The County is proposing $9,400,165 in additional drawdowns on the 2021 SRF general obligation bonds as new debt in Fiscal Year 2024 for sewer system improvements in Dayton. The County’s debt is paid from sources other than property taxes, mostly water and sewer system revenues. The County presently has approximately $248,445,971 of statutory debt limit available.

This policy contains information regarding the general obligation debt of the County and all other special districts for which the County Commissioners sit as the governing body, except the Willowcreek General Improvement District. None of the districts listed has any outstanding general obligation debt at this time. These districts are:

- Central Lyon Vector Control District
- Mason Valley Mosquito Control District
- Walker River Weed Control District
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APPENDIX A – Debt Service Schedules
APPENDIX B – Five-Year Capital Improvement Plan
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</table>
Affordability of Existing, Authorized and Proposed General Obligation Debt

NRS 350.013 1.(c)(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;

NRS 350.013 1.(c)(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;

Outstanding, Authorized and Proposed General Obligation Debt

As of June 30, 2023, the County has $18,645,007 of general obligation debt outstanding.

The following table lists the outstanding, authorized, and proposed general obligation debt. The 2021 State Revolving Fund bonds are authorized for $20,000,000, but only $10,599,835 is estimated to be drawn down as of June 30, 2023. The remaining $9,400,165 will be drawn down in future fiscal years.

### Outstanding, Authorized, and Proposed General Obligation Debt

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>Amount Issued</th>
<th>Amount Outstanding</th>
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<tr>
<td>08/19/05</td>
<td>$15,980,733</td>
<td>$6,720,530</td>
</tr>
<tr>
<td>10/29/14</td>
<td>$2,000,000</td>
<td>1,324,642</td>
</tr>
<tr>
<td>08/26/21</td>
<td>$20,000,000</td>
<td>10,599,835</td>
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<tr>
<td>Total</td>
<td>$38,980,733</td>
<td>$18,645,007</td>
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Appendix A contains individual debt service schedules for the outstanding bond issues.

The following sections demonstrate the ability of the County to make principal and interest payments on the bonds.

**General Obligation Bonds**

The County currently has no outstanding general obligation debt paid by the levy of a specific property tax.
General Obligation Water and Sewer Revenue Secured Bonds

The County currently has $21,045,172 in outstanding general obligation debt secured by the County’s Water and Sewer Revenues with the following amortization schedule.

### Water and Sewer Revenue Secured Bonds

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
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<tr>
<td>2024</td>
<td>$567,719</td>
<td>$191,107</td>
<td>$758,826</td>
</tr>
<tr>
<td>2025</td>
<td>581,545</td>
<td>177,281</td>
<td>758,826</td>
</tr>
<tr>
<td>2026</td>
<td>595,707</td>
<td>163,119</td>
<td>758,826</td>
</tr>
<tr>
<td>2027</td>
<td>610,215</td>
<td>148,611</td>
<td>758,826</td>
</tr>
<tr>
<td>2028</td>
<td>625,077</td>
<td>133,749</td>
<td>758,826</td>
</tr>
<tr>
<td>2029</td>
<td>640,301</td>
<td>118,525</td>
<td>758,826</td>
</tr>
<tr>
<td>2030</td>
<td>655,896</td>
<td>102,930</td>
<td>758,826</td>
</tr>
<tr>
<td>2031</td>
<td>671,872</td>
<td>86,954</td>
<td>758,826</td>
</tr>
<tr>
<td>2032</td>
<td>688,237</td>
<td>70,589</td>
<td>758,826</td>
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<tr>
<td>2033</td>
<td>705,002</td>
<td>53,824</td>
<td>758,826</td>
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<tr>
<td>2034</td>
<td>722,175</td>
<td>36,651</td>
<td>758,826</td>
</tr>
<tr>
<td>2035</td>
<td>672,727</td>
<td>19,059</td>
<td>691,786</td>
</tr>
<tr>
<td>2036</td>
<td>308,699</td>
<td>3,674</td>
<td>312,373</td>
</tr>
</tbody>
</table>

SUBTOTAL: 8,045,172 $1,306,076 $9,351,248

2021 SRF Bond Not Amortized Yet: 10,599,835 - 10,599,835

TOTAL: $18,645,007 $1,306,076 $19,951,083

---

General Obligation Debt Limit
NRS 350.013 1.(c)(2)  A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit;

The County is limited by state statutes as to the amount of general obligation debt it can have outstanding. The limit is equal to 10 percent of the County’s total assessed valuation. As of June 30, 2023, the County has $21,045,172 of general obligation debt outstanding. Based on fiscal year 2023 assessed value, the County’s available general obligation debt limit is approximately $248,445,971.

| General Obligation Debt Limit Based on Fiscal Year 2023 Assessed Value |
|-------------------------------------------------|------------------|
| Lyon County Assessed Value                      | $2,764,911,430   |
| General Obligation Debt Limit (10%)             | $276,491,143     |
| Outstanding General Obligation Debt             | $18,645,007      |
| Proposed General Obligation Debt                | $9,400,165       |
| Available General Obligation Debt               | $248,445,971     |

Other factors also limit the amount of debt the County can issue. These factors include, but are not limited to: overlapping tax rates, available revenues, market conditions, and type of projects to be funded.
General Obligation Debt Comparisons

NRS 350.013 1.(c)(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this state;

NRS 350.013 1.(c)(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all taxable property within the boundaries of the municipality;

The following table shows a comparison of the County’s outstanding debt with other comparable local governments.

### General Obligation Debt Comparison
As of June 30, 2023

<table>
<thead>
<tr>
<th>County</th>
<th>Total General Obligation Debt</th>
<th>Population</th>
<th>Fiscal Year 2023 Assessed Valuation</th>
<th>General Obligation Debt Per Capita</th>
<th>General Obligation Debt as a % of Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas County</td>
<td>$33,106,468</td>
<td>52,674</td>
<td>$3,994,970,231</td>
<td>$628.52</td>
<td>0.83%</td>
</tr>
<tr>
<td>Lyon County</td>
<td>$18,645,007</td>
<td>60,454</td>
<td>$2,764,911,430</td>
<td>$308.42</td>
<td>0.67%</td>
</tr>
</tbody>
</table>

1 Excludes medium-term financing, lease/purchase agreements.
2 Nevada State Demographer’s Office as of 7/1/22.
3 Nevada Department of Taxation as of 3/2022; does not include Redevelopment or Increment Districts.
Debt Management Policy

Lyon County, Nevada

Method of Sale

NRS 350.013 1.(c)(5) Policy regarding the manner in which the municipality expects to sell its debt;

Bonds can generally be sold at a competitive sale, negotiated sale or be privately placed.

Competitive Sale – Offering documents are sent to any firm interested in purchasing the bonds. A day and time are chosen for the sale and bonds are awarded to the firm offering the lowest true interest cost on the bond (the “TIC”). The TIC is the discount rate which results in a present value of the future debt service payments equal to the amount bid for the bonds.

Negotiated Sale – One firm, or group of firms, is chosen in advance to offer the bonds for sale. At the time of the sale, interest rates and other terms of the bonds are negotiated with the underwriter.

Private Placement – A purchaser, usually an individual or bank, is identified and the bonds are placed directly. Interest rates and other terms of the bonds are negotiated with the purchaser.

NRS 350.155 general requires bonds issued by the County to be sold at competitive sale. For most County general obligation bonds a competitive sale will usually result in the lowest TIC on the bonds. There are certain circumstances under which the County would consider a negotiated sale or private placements. Such circumstances include, but are not limited to:

1) Bonds issued with a variable rate of interest.
2) Bonds rated below A- or not rated.
3) Very small or very large bond issues.
4) Unstable or highly volatile markets.
5) Bonds with unusual security or structure.

The County will follow the requirements of NRS 350.155 in choosing a method of sale for its bonds. It the County determines that a negotiated sale is warranted for a general obligation bond or a bond secured by an excise tax, it will distribute a request for proposal to underwriting firms. The selection of an underwriter(s) will be based on a determination of the firm that demonstrates its ability to obtain the overall best interest rate for the County. Consideration in making this determination will be given to the firm’s experience with similar financings, proposed compensation structure and marketing plan.
Operational Costs of Future Capital Projects

NRS 350.013 1.(c)(7)  A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.

The County has a Capital Improvement Plan. Funding for all projects identified for fiscal year 2023-2024 has been identified. It is anticipated that projects for the following years will be paid for with PILT funds and sales taxes. Some projects will have an impact on the County’s general fund, which is funded in part by the levy of property taxes, however, the County anticipates that any financial impact on the general fund will be provided for within the maximum rate calculated by the Department of Taxation and that no tax overrides for operational costs will be required.

Capital Improvement Plan

NRS 350.013 1.(d) Either:

(1) Its plan for capital improvement for the ensuing 5 fiscal years, which must include any contemplated issuance of general obligation debt during this period and the sources of money projected to be available to pay the debt; or

(2) A statement indicating that no changes are contemplated in its plan for capital improvement for the ensuing 5 fiscal years.

The County’s Five-Year Capital Improvement Plan, which will outline the sources of money available to pay debt, is included as Appendix B.

Chief Financial Officer of the County

NRS 350.013 1.(e) A statement containing the name, title, mailing address and telephone number of the chief financial officer of the municipality.

The chief financial officer of Lyon County is:

Josh Foli
County Comptroller
27 South Main Street
Yerington, Nevada 89447
Phone (775) 463-6510
Fax (775) 463-6500
### Water and Sewer – State Revolving Fund Bond Series 2005

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>467,562.56</td>
<td>157,183.06</td>
<td>624,745.62</td>
</tr>
<tr>
<td>2025</td>
<td>478,756.77</td>
<td>145,988.87</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2026</td>
<td>490,218.97</td>
<td>134,526.67</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2027</td>
<td>501,955.61</td>
<td>122,790.03</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2028</td>
<td>513,973.23</td>
<td>110,772.41</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2029</td>
<td>526,278.58</td>
<td>98,467.06</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2030</td>
<td>538,878.53</td>
<td>85,867.10</td>
<td>624,745.63</td>
</tr>
<tr>
<td>2031</td>
<td>551,780.15</td>
<td>72,965.49</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2032</td>
<td>564,990.65</td>
<td>59,754.99</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2033</td>
<td>578,517.44</td>
<td>46,228.20</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2034</td>
<td>592,368.08</td>
<td>32,377.56</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2035</td>
<td>606,550.33</td>
<td>18,195.31</td>
<td>624,745.64</td>
</tr>
<tr>
<td>2036</td>
<td>308,699.30</td>
<td>3,673.52</td>
<td>312,372.82</td>
</tr>
</tbody>
</table>

Totals       | 6,720,530.20 | 1,088,790.27 | 7,809,320.47 |
### Water and Sewer – State Revolving Fund Bond Series 2014

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>100,156.80</td>
<td>33,923.87</td>
<td>134,080.67</td>
</tr>
<tr>
<td>2025</td>
<td>102,787.95</td>
<td>31,292.72</td>
<td>134,080.67</td>
</tr>
<tr>
<td>2026</td>
<td>105,488.23</td>
<td>28,592.45</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2027</td>
<td>108,259.43</td>
<td>25,821.25</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2028</td>
<td>111,103.43</td>
<td>22,977.25</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2029</td>
<td>114,022.15</td>
<td>20,058.53</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2030</td>
<td>117,017.55</td>
<td>17,063.13</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2031</td>
<td>120,091.64</td>
<td>13,989.04</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2032</td>
<td>123,246.49</td>
<td>10,834.19</td>
<td>134,080.68</td>
</tr>
<tr>
<td>2033</td>
<td>126,484.20</td>
<td>7,596.46</td>
<td>134,080.66</td>
</tr>
<tr>
<td>2034</td>
<td>129,806.98</td>
<td>4,273.68</td>
<td>134,080.66</td>
</tr>
<tr>
<td>2035</td>
<td>66,176.71</td>
<td>863.61</td>
<td>67,040.32</td>
</tr>
<tr>
<td>Totals</td>
<td><strong>1,324,641.56</strong></td>
<td><strong>217,286.18</strong></td>
<td><strong>1,541,927.74</strong></td>
</tr>
</tbody>
</table>
APPENDIX B
FIVE-YEAR
CAPITAL IMPROVEMENT PLAN
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
(Per NRS 354.5945)  

**Minimum level of expenditure for items classified as capital assets** $25,000  
**Minimum level of expenditure for items classified as capital projects** $25,000

<table>
<thead>
<tr>
<th>Fund:</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Improvement:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Vehicles         | FY2023-2024: 762,800  
|                  | FY2024-2025: 150,000  
|                  | FY2025-2026: 150,000  
|                  | FY2026-2027: 150,000  
|                  | FY2027-2028: 150,000  |
| Roof Replacement - Old Courthouse in Yerington | FY2023-2024: 100,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| Roof Replacement - Stagecoach Community Center | FY2023-2024: 35,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| Roof Replacement - Silver City Community Center | FY2023-2024: 50,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| Roof Replacements | FY2023-2024: -  
|                  | FY2024-2025: 50,000  
|                  | FY2025-2026: 50,000  
|                  | FY2026-2027: 50,000  
|                  | FY2027-2028: 50,000  |
| HVAC Replacements - Stagecoach Community Center | FY2023-2024: 30,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| HVAC Replacements - Fernley Justice Court | FY2023-2024: 26,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| HVAC Replacements | FY2023-2024: -  
|                  | FY2024-2025: 60,000  
|                  | FY2025-2026: 60,000  
|                  | FY2026-2027: 60,000  
|                  | FY2027-2028: 60,000  |
| Mini Excavator | FY2023-2024: 70,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| IT - Replacement Server | FY2023-2024: 35,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |
| Dressler Park - Water Pressure Tank Replacement | FY2023-2024: 40,000  
|                  | FY2024-2025: -  
|                  | FY2025-2026: -  
|                  | FY2026-2027: -  
|                  | FY2027-2028: -  |

**Funding Source:** Property & Consolidated Taxes, Charges for Service

<table>
<thead>
<tr>
<th>Fund:</th>
<th>Park Construction Tax Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Improvement:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Park Improvements | FY2023-2024: 1,314,988  
|                  | FY2024-2025: 281,000  
|                  | FY2025-2026: 281,000  
|                  | FY2026-2027: 281,000  
|                  | FY2027-2028: 281,000  |

**Funding Source:** Park Construction Taxes

<table>
<thead>
<tr>
<th>Fund:</th>
<th>Vehicle Acquisition Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Improvement:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Vehicles         | FY2023-2024: 384,000  
|                  | FY2024-2025: 330,000  
|                  | FY2025-2026: 330,000  
|                  | FY2026-2027: 330,000  
|                  | FY2027-2028: 330,000  |

**Funding Source:** Brothel Licenses

<table>
<thead>
<tr>
<th>Fund:</th>
<th></th>
</tr>
</thead>
</table>
| **Completion Date:** | 30-Jun  
| **Fund Total:** | 1,148,800  
| **Fund:** | General Fund  
| **Capital Improvement:** | Vehicles  
| **Funding Source:** | Property & Consolidated Taxes, Charges for Service  
| **Completion Date:** | 30-Jun  
| **Fund Total:** | 1,314,988  
| **Fund:** | Park Construction Tax Fund  
| **Capital Improvement:** | Park Improvements  
| **Funding Source:** | Park Construction Taxes  
| **Completion Date:** | 30-Jun  
| **Fund Total:** | 384,000  
| **Fund:** | Vehicle Acquisition Fund  
| **Capital Improvement:** | Vehicles  
| **Funding Source:** | Brothel Licenses  
| **Completion Date:** | 30-Jun  
| **Fund Total:** | 1,314,988  
| **Fund:** | Vehicle Acquisition Fund  
| **Capital Improvement:** | Vehicles  
| **Funding Source:** | Brothel Licenses  
| **Completion Date:** | 30-Jun  
| **Fund Total:** | 384,000  

CIP 1  
Revised 6/5/2022  
B-1
## FIVE YEAR CAPITAL IMPROVEMENT PLAN
(Per NRS 354.5945)

<table>
<thead>
<tr>
<th>Fund:</th>
<th>Justice Court Special Assessment Fund</th>
<th>Road Improvement Fund</th>
<th>Medical Indigent Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum level of expenditure for items classified as capital assets</strong></td>
<td>$25,000</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Minimum level of expenditure for items classified as capital projects</strong></td>
<td>$25,000</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>DATE:</strong></td>
<td>JUNE 2023</td>
<td>JUNE 2023</td>
<td>JUNE 2023</td>
</tr>
<tr>
<td><strong>FY2023-2024</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FY2024-2025</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FY2025-2026</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FY2026-2027</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FY2027-2028</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Total</strong></td>
<td>752,368</td>
<td>320,000</td>
<td>2,500,000</td>
</tr>
</tbody>
</table>

### Justice Court Special Assessment Fund
- **Capital Improvement:** Courthouse Remodels
  - FY2023-2024: $752,368
  - FY2024-2025: $33,000
  - FY2025-2026: $33,000
  - FY2026-2027: $33,000
  - FY2027-2028: $33,000
- **Funding Source:** Special Assessments
- **Completion Date:** 30-Jun 30-Jun 30-Jun 30-Jun 30-Jun
- **Fund Total:** 752,368 33,000 33,000 33,000 33,000

### Road Improvement Fund
- **Capital Improvement:**
  - Pickups: $55,000
    - FY2023-2024: $55,000
    - FY2024-2025: $-6,000
    - FY2025-2026: $70,000
    - FY2026-2027: $-70,000
    - FY2027-2028: $-70,000
  - Transport Trailer: $105,000
    - FY2023-2024: $-105,000
    - FY2024-2025: $-105,000
    - FY2025-2026: $-105,000
    - FY2026-2027: $-105,000
    - FY2027-2028: $-105,000
  - Mini Excavator: $160,000
    - FY2023-2024: $-160,000
    - FY2024-2025: $-160,000
    - FY2025-2026: $-160,000
    - FY2026-2027: $-160,000
    - FY2027-2028: $-160,000
  - 1 Ton Truck - Dump/Sander/Plow: $78,000
    - FY2023-2024: $-78,000
    - FY2024-2025: $-78,000
    - FY2025-2026: $-78,000
    - FY2026-2027: $-78,000
    - FY2027-2028: $-78,000
  - Water Trucks: $190,000
    - FY2023-2024: $-190,000
    - FY2024-2025: $-190,000
    - FY2025-2026: $-190,000
    - FY2026-2027: $-190,000
    - FY2027-2028: $-190,000
  - 10 Wheel Dump/Sander/Plow: $300,000
    - FY2023-2024: $-300,000
    - FY2024-2025: $-300,000
    - FY2025-2026: $-300,000
    - FY2026-2027: $-300,000
    - FY2027-2028: $-300,000
  - Grader: $330,000
    - FY2023-2024: $330,000
    - FY2024-2025: $340,000
    - FY2025-2026: $340,000
    - FY2026-2027: $340,000
    - FY2027-2028: $340,000
- **Funding Source:** Road Construction Tax
- **Completion Date:** 30-Jun 30-Jun 30-Jun 30-Jun 30-Jun
- **Fund Total:** 320,000 268,000 555,000 400,000 340,000

### Medical Indigent Fund
- **Capital Improvement:** Dayton Government Complex
  - FY2023-2024: $2,500,000
  - FY2024-2025: $-2,500,000
  - FY2025-2026: $-2,500,000
  - FY2026-2027: $-2,500,000
  - FY2027-2028: $-2,500,000
- **Funding Source:** Property Taxes
- **Completion Date:** 30-Jun 30-Jun 30-Jun 30-Jun 30-Jun
- **Fund Total:** 2,500,000 - - - -
## Five Year Capital Improvement Plan

**Entity:** Lyon County  
**Date:** June 2023  
**Form:** 4411LGF  
**Revised:** 6/5/2022

### Minimum Level of Expenditure
- Capital Assets: $25,000  
- Capital Projects: $25,000

### Funds and Capital Improvements

#### Senior Services Fund

<table>
<thead>
<tr>
<th>Capital Improvement</th>
<th>FY 2023-2024</th>
<th>FY 2024-2025</th>
<th>FY 2025-2026</th>
<th>FY 2026-2027</th>
<th>FY 2027-2028</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles (Grant Match)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completion Date:</td>
<td>30-Jun</td>
<td>30-Jun</td>
<td>30-Jun</td>
<td>30-Jun</td>
<td>30-Jun</td>
</tr>
<tr>
<td>Fund Total</td>
<td>37,935</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Public Improvements Fund

<table>
<thead>
<tr>
<th>Capital Improvement</th>
<th>FY 2023-2024</th>
<th>FY 2024-2025</th>
<th>FY 2025-2026</th>
<th>FY 2026-2027</th>
<th>FY 2027-2028</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dayton Safety Complex</td>
<td>9,615,246</td>
<td>2,120,000</td>
<td>2,120,000</td>
<td>2,120,000</td>
<td>2,120,000</td>
</tr>
<tr>
<td>Dayton Government Complex</td>
<td>22,760,557</td>
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<td>IT Server and SAN Replacement</td>
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<td>Building Construction Projects</td>
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<td>Funding Source: PILT and Public Safety Sales Tax</td>
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### Lyon County Governmental Total

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#### Dayton Water Utility Fund

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<td>Water Meter Project</td>
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<td>New Water Tank - 10 Mile Hill</td>
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<td>HVAC Replacement - Utilities Office and Conf Room</td>
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<td>Smokey Hills Water Main Replacement - Phase 1</td>
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<td>Water Main Addition - El Dorado Zone Loop</td>
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<td>Water Main Looping - Pebble Beach Area</td>
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<td>Water Main Replacement - Mound House (Cowee)</td>
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**Revised 6/5/2022**
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**

(Per NRS 354.5945)

Minimum level of expenditure for items classified as capital assets $25,000

Minimum level of expenditure for items classified as capital projects $25,000

| ENTITY: | LYON COUNTY |
| DATE: | JUNE 2023 |

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<tr>
<th>FY2023-2024</th>
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<td>Rose Peak Water Tank Rehab - Coating</td>
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<td>Water Main Addition - Upper Dayton to Rose Peak</td>
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<td>Replace Old Town Water Main Highway 50</td>
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<td>Mira Vida Well</td>
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<td>Lakeview PRV Controls Automation</td>
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<td>Service Vehicles</td>
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<td>Smooth Drum Roller</td>
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**Funding Source:** User Fees, Connection Fees

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<th>30-Jun</th>
<th>30-Jun</th>
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<th>Fund: Dayton Sewer Utility Fund</th>
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<td>Capital Improvement:</td>
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<td>Equipment Replacement</td>
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<tr>
<td>Replace Gravity Lines - Hwy 50</td>
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<tr>
<td>Rolling A Sewer Plant Expansion</td>
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<td>RIB Expansion</td>
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<td>Generator Replacement</td>
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<tr>
<td>Headworks Screening System - Rolling A</td>
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<tr>
<td>Lift Station 1 Rehabilitation</td>
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<tr>
<td>HVAC Replacement - Office and Conference Room</td>
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<tr>
<td>Lift Station 3 Abandonment</td>
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<tr>
<td>HVAC Replacement - Rolling A Office/Headworks</td>
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<tr>
<td>Tank Replacement - Rolling A</td>
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<tr>
<td>Flow Meter Addition / Replacement</td>
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Revised 6/5/2022

CIP 1
**Five Year Capital Improvement Plan**

(Per NRS 354.5945)

| Minimum level of expenditure for items classified as capital assets | $25,000 |
| Minimum level of expenditure for items classified as capital projects | $25,000 |

<table>
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<tr>
<th>Project Description</th>
<th>FY2023-2024</th>
<th>FY2024-2025</th>
<th>FY2025-2026</th>
<th>FY2026-2027</th>
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<tr>
<td>Odor Control Rehabilitation - Rolling A Headworks</td>
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<td>SBR Rehabilitation - Rolling A</td>
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<td>Smooth Drum Roller</td>
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**Funding Source:** User Fees, Connection Fees, SRF Bonds

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<th>30-Jun</th>
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**Enterprise Total**

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**Lyon County Total**

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<tbody>
<tr>
<td>65,475,567</td>
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<td>36,683,100</td>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 12.f
Subject: For Possible Action: Review and approve the Smith Valley Friends of the Library proposal to sponsor a student worker for the Summer of 2023 at the Smith Branch.

Recommendation:
This item is set to be approved at the Lyon County Library Board of Trustees meeting on May 30, 2023

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
March 31, 2023

To: Trustees of Lyon County Library System

From: Charlotte Miller, President, Smith Valley Friends of the Library

Re: Proposal for Part Time Student Library Aide for Smith Valley Library in 2023-24

The Friends of Smith Valley Library would like to continue the position of Library Aide at Smith Valley Library for a Smith Valley High School student during the 2023-2024 school year. On March 30, 2023, we approved a grant of $3,280 to Lyon County to pay for this part-time temporary employee, pending approval by the Trustees of the Lyon County Library System, and the Lyon County Board of County Commissioners. We would like the new position to begin on or about June 15, 2023 and to continue through the summer and during the school year, ending in May 2024.

1. Employer would be Lyon County. Student would have to apply for the county position, and be hired through a formal interview process. There would be no benefits (e.g. retirement, paid vacation, etc.).

2. Tasks would involve: shelving books, RFID tagging and encoding, sorting and shelving book donations, operating the disk cleaning machine to clean and restore CDs and DVDs, and assisting the librarians with special programs (e.g. Summer reading program, children’s crafts) and other tasks as needed. Summer duties will also include light custodial duties (vacuuming, dusting, trash, bathrooms).

3. Position would be funded by Smith Valley Friends of the Library through a grant paid to Lyon County. We are proposing a grant of $3280 to cover salary for the 40 hours during the 8-week summer period plus 200 hours during the 10-month school year ($2880), and an estimated $400 required employer expenses for social security, workman’s compensation, etc.

4. The pay scale would be $12 per hour.

5. Student would be supervised by Nancy Nuti (School Library Tech), Darby Porter (Lyon County Library employee at Smith Valley branch) and/or Judith Harker (Smith Valley Friends of the Library board member and library volunteer).

6. The work schedule will be flexible to accommodate possible after-school sports and activities, and special events at the library. However, at least one hour per week would have to be during public library hours. The student’s supervisor(s) would need to be present during his/her working hours and sign a time sheet reporting the student’s hours worked.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 12.g

Subject: For Possible Action: Accept a donation from the friends and family of Mr. Richard “Dick” Bein for a memorial park bench and to include all associated costs for the installation at the Dressler Park in Smith Valley.

Recommendation:

Accept a donation from the friends and family of Mr. Richard “Dick” Bein for a memorial park bench and to include all associated costs for the installation at the Dressler Park in Smith Valley.

Summary:

The Smith Valley Park and Recreation Board approved the request at their April 3, 2023 meeting.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Smith Valley Park and Recreation Board Minutes
Letter of Request
1) **CALL TO ORDER**- The meeting was called to order at 6:01 pm. Chairperson Dan Pommerening led the pledge.


3) **PLEDGE OF ALLEGIANCE**

4) **PUBLIC COMMENT**- none

5) **FOR POSSIBLE ACTION: REVIEW AND ADOPTION OF AGENDA**- Elaine moved, seconded by Charmi to approve the agenda as presented. Passed 5-0.

6) **FOR POSSIBLE ACTION: APPROVAL OF MINUTES** of March 6, 2023 meeting- Debbie moved, seconded by Charmi to approve the minutes as presented. Passed 5-0.

7) **TREASURER’S REPORT**- There is $9,134.55 in the account. Elaine moved, Charmi seconded to approve the treasurer’s report as presented. Passed 5-0.

8) **COMMUNITY REPORTS**-
   a) Lyon County Commissioner/Manager Office- Dave Hockaday declared a disaster for Lyon County. The Governor came to see damage and we have more money coming in to assist per the lobbyist hired in Washington D.C.

9) **FOR DISCUSSION AND UPDATES**:
   a) Discussion and update on generator and building for generator for arena power for the Residential Construction Tax- Dan dug the holes and cut the pipe. He will call for an inspection and then move forward with the process.

   b) Update on playground equipment- Judge shared that mid April it should be dry enough to move equipment around without damage and complete the project.

   c) Update on cover for scale- Discussion covered on line item A. The permit is good until May 2023.

   d) Update on tennis/basketball/pickle ball court- Judge shared the curb will be started soon. The asphalt needs almost a year to settle before they can seal and stripe it.

   e) Update on fertilizing quote from Ralph- Ralph will get us a quote for the tractor pull area.
f) Update on opening restrooms- Judge shared they are open and water is on. Dave Vick clarified that the county will be maintaining the cleaning of the restrooms.

g) Update on door latches and locks on Little League concession stand and equipment room- Judge shared the latches are changed. Cathy is now waiting on getting keys to match the new locks.

h) Update on water being turned on at the park- Judge shared the water will be turned on on March 8. Sprinklers will be turned on around the 10th or 13th of March.

i) Update on replacing windows in concession stands- Judge shared all are in except for 1 which will get done soon.

10) For Possible Action: Update for purchasing equipment and needs for the announcing system for the arena- Voted on and approved at last meeting in March. We are waiting on approval from the county.

11) For Possible Action: Approve arena improvements by donation from Rotary- tabled until Rotary President returns.

12) For Possible Action: Review and direction of SV Parks Board updates for arena fees, maintenance and usage agreement- Judge shared the development plan is trying to make all areas and usage of the arenas the same across the county. Business licenses will be needed to hold events. Events can get temporary business licenses. The board can also choose to “sponsor” certain events/organizations to waive fees. All of the plans will go in front of the commissioner board before agreements are made.

13) For Possible Action: Update on softball field baseline grass quote to help with mud and water absorption.- tabled until Dave gets a quote from Justin LaFleur.

14) For Possible Action: Discussion and approval of location and type of bench for Richard Bein Memorial Bench to be put at the park- Judith Harker presented 2 different benches- powder coated metal bench with plaque and a recycled plastic bench with printed letters. Both benches are 6 foot long. Dave Hockaday recommends a steel plate welded on the bench instead of a plaque that is screwed on for durability purposes. Dan asked about maintenance of the bench. Judith shared that they would help maintain the bench when it is needed. The location of placing the bench on the walkway to the gazebo facing the softball field was shared. It was also discussed that the SV Park Board will prep the ground and concrete slab area to make sure no sprinklers will be in the way and then the concrete and bench will be funded by groups supporting the memorial bench. Elaine moved that they use a metal powder coated bench with a steel plate welded on the back rest with Richard Bein’s memorial etched in it and to place it on the walkway to the gazebo facing the softball field. The motion was seconded by Charmi. Passed 5-0

15) CORRESPONDENCE- none
16) CHAIR AND BOARD MEMBER COMMENTS- Dan shared the next meeting date will be May 1, 2023 at 6:00 pm.

17) PUBLIC COMMENT- none

18) ADJOURN MEETING- Chair Dan adjourned the meeting at 6:34 pm.

Respectfully submitted,
Charmi Mitchell, Secretary
Date: May 14, 2023
To: Lyon County Board of County Commissioners
From: Judith Harker  775-790-0584 (cell)  775-720-8187 (house), judhrkr@gmail.com
Re: Gift to Dressler Park in Smith Valley, Lyon County Parks and Recreation Department to be considered for Consent Agenda, June 1, 2023.

The family and friends of Mr. Richard “Dick” Bein wish to donate a memorial bench in his honor to be placed in Dressler Park in Smith Valley.

Dick was a long-time member of the Rotary Club of Smith Valley, and a supporter and member of Smith Valley Friends of the Library. He founded the Ladies Pistol Class, which is still ongoing. He was a great supporter of various shooting sports, and was a lifetime member of NRA and Mason Valley Trap Club. He was a true gentleman. He served his country in the Army, and also served as Superior Court Judge in San Diego County. He lived a life dedicated to honor and service.

The cost of the bench and its installation will be paid by donations from family and friends. The design of the bench has been presented to the Park Board, and was approved on April 3, 2023. The placement of the bench will be along the concrete walkway, in the vicinity of an existing memorial bench. That bench is green, and the proposed bench will also be a similar dark green.

The six-foot bench is made of high quality powder-coated steel for minimal maintenance. Stainless steel bolts for attaching it to a concrete base are provided. Materials and construction costs of the concrete pad, installation, and labor will be paid for by donations, and will be done according to county specifications. The memorial plaque is brass with raised letters. The photographs below show the style of the bench and plaque, although the color shown here is black rather than the dark green.

We hope the Board of County Commissioners will accept this gift to Dressler Park, and join our Park Board in approving it.
“Northgate” bench, The Bench Factory
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 12.h
Subject: For Possible Action: Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

Recommendation:
Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

Summary:
This is an amendment to an annual Notice of Grant Award (NGA) for the Nutrition Services Incentive Program (NSIP) funding, increasing the award amount from $57,788.00 to $60,521.20, and is utilized to offset the cost of food for meal preparation at Dayton, Fernley, Silver Springs and Yerington Senior Centers.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
FY2023 Nutrition Services Incentive Program Agreement Amendment #1
# SUBAWARD AMENDMENT #1

**Program Name:**
ADSD Planning, Advocacy and Community Services (PAC) Unit
Grants Management
Contact Name: Laurienne Riley, LRiley@adsd.nv.gov

**Subrecipient’s Name:**
Lyon County
Contact Name: Vida Keller, County Commission Board Chair / vkeller@lyon-county.org

**Address:**
3208 Goni Road, #I-181
Carson City, NV 89706

**Subaward Period:**
10/1/2022 – 9/30/2023

**Subaward Type:**
Categorical

This amendment reflects a change to:
☐ Scope of Work
☐ Term
☒ Budget

**Amendment Effective Date:**
Upon approval by all parties.

**Reason for Amendment:**
Supplemental Funding

**Required Changes:**

<table>
<thead>
<tr>
<th>Current Language</th>
<th>Amended Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total reimbursement through this subaward will not exceed $57,788.00. See Section C of the original subaward.</td>
<td>Total reimbursement through this subaward will not exceed $60,521.20. See attached Section C revised on 05/09/2023.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved Budget Categories</th>
<th>Current Budget</th>
<th>Amended Adjustments</th>
<th>Revised Budget</th>
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<tbody>
<tr>
<td>1. Personnel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2. Travel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3. Operating</td>
<td>$57,788.00</td>
<td>$2,733.20</td>
<td>$60,521.20</td>
</tr>
<tr>
<td>4. Equipment</td>
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<td>5. Contractual/Consultant</td>
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<td>$0.00</td>
</tr>
<tr>
<td>6. Training</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>7. Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td>$57,788.00</td>
<td>$2,733.20</td>
<td>$60,521.20</td>
</tr>
<tr>
<td>8. Indirect Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td><strong>TOTAL APPROVED BUDGET</strong></td>
<td>$57,788.00</td>
<td>$2,733.20</td>
<td>$60,521.20</td>
</tr>
</tbody>
</table>

**Incorporated Documents:**
Notice of Subaward - Federal Funding Sheet
Section C: Budget and Financial Reporting Requirements

By signing this Amendment, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

**Authorized Subrecipient Official’s Name, Title:**
Vida Keller, County Commission Board Chair
-OR- Authorized Signer (Print Name and Title):
________________________________________

**Signature**

**Date**

05/10/2023

**Jeffrey S. Duncan, Agency Manager**
For Dena Schmidt, ADSD Administrator
### Federal Award Computation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Obligated by this Action</td>
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</tr>
<tr>
<td>Cumulative Prior Awards this Budget Period</td>
<td>$57,788.00</td>
</tr>
<tr>
<td>Total Federal Funds Awarded to Date</td>
<td>$57,788.00</td>
</tr>
</tbody>
</table>

- **Match Required**: ☐ Y ☒ N
- **Total Match Amount Required**: $0.00
- **Research and Development (R&D)**: ☐ Y ☒ N

**Federal Budget Period**: 10/01/2022 - 09/30/2024

**Federal Project Period**: 10/01/2022 - 09/30/2024

---

### FOR AGENCY USE ONLY

**Source of Funds**:
- Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP), Job# 9305323
- % Funds: 95.5%
- CFDA: 93.053
- FAIN: N/A
- FEDERAL GRANT #: 2301NVOANS-01

**Federal Grant Award Date by Federal Agency**: 02/13/2023

---

### Federal Award Computation

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<th>Amount</th>
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</thead>
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<tr>
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<tr>
<td>Total Federal Funds Awarded to Date</td>
<td>$2,733.20</td>
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</tbody>
</table>

- **Match Required**: ☐ Y ☒ N
- **Total Match Amount Required**: $0.00
- **Research and Development (R&D)**: ☐ Y ☒ N

**Federal Budget Period**: 10/01/2021 – 09/30/2023

**Federal Project Period**: 10/01/2021 – 09/30/2023

---

### FOR AGENCY USE ONLY

**Source of Funds**:
- Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP), Job# 9305322
- % Funds: 4.5%
- CFDA: 93.053
- FAIN: N/A
- FEDERAL GRANT #: 2201NVOANS-03

**Federal Grant Award Date by Federal Agency**: 09/09/2022
Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 11-001-57-NX-23 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 11-001-57-NX-23 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

<table>
<thead>
<tr>
<th>Subrecipient Name: Lyon County</th>
<th>Subaward &amp; Service Type: NSIP, Categorical</th>
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</thead>
<tbody>
<tr>
<td>PROPOSED BUDGET NARRATIVE</td>
<td></td>
</tr>
<tr>
<td>Nutrition Services Incentive Program (NSIP)</td>
<td></td>
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<tr>
<td>Operating</td>
<td>Total: $60,521.20</td>
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<tr>
<td>Domestically produced food such as milk, fruit, vegetables, or protein products that are used in an Older Americans Act, Title III-C meal</td>
<td>$60,521.20</td>
</tr>
<tr>
<td>Administrative Expenses or Federal Indirect Cost Rate (FICR)</td>
<td>Total: N/A</td>
</tr>
<tr>
<td>TOTAL BUDGET REQUEST</td>
<td>$60,521.20</td>
</tr>
</tbody>
</table>

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

- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed $60,521.20;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- 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;
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 of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.

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: June 1, 2023

Agenda Item Number: 12.i

Subject: For Possible Action: Approve amended contract between Lyon County and Nevada Division of Public and Behavioral Health to provide public health services in Lyon County, extending the termination date from June 30, 2023 to June 30, 2025 and increase the maximum amount from $341,972.80 to $647,972.80.

Recommendation:

Approve amended contract between Lyon County and Nevada Division of Public and Behavioral Health to provide public health services in Lyon County, extending the termination date from June 30, 2023 to June 30, 2025 and increase the maximum amount from $341,972.80 to $647,972.80.

Summary:

In accordance with NRS 277.180, Lyon County contracts with the State of Nevada, Community Health Services Program, to provide for public health services to meet the health needs of our communities. The contract previously approved on 5/6/2021, has updated language amendments for the annual renewal process for a typical biennial contract.

The Community Health Nursing services include health education and counseling, individual and family health screenings and assessments, immunization services, STD screening and treatment, family planning services, substance use screening and referral, and community collaborations on public health matters.

Financial Department Comments:

This is included in the budget of the Medical Indigent Fund.

District Attorney Comments:

County Manager Comments:

Attachments:

FY2022-FY2023 Community Health Nurse Contract Amendment #1
# AMENDMENT #1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health

<table>
<thead>
<tr>
<th>Public Entity #1:</th>
<th>Community Health Services Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>727 Fairview Drive, Suite A</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Carson City, NV 89701</td>
</tr>
<tr>
<td>Contact:</td>
<td>Nicole Batien</td>
</tr>
<tr>
<td>Phone:</td>
<td>775-684-5022</td>
</tr>
<tr>
<td>Fax:</td>
<td>775-684-1181</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:nibatien@health.nv.gov">nibatien@health.nv.gov</a></td>
</tr>
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<table>
<thead>
<tr>
<th>Public Entity #2:</th>
<th>Lyon County</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5 Pinecone Dr #103</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Dayton, NV 89403</td>
</tr>
<tr>
<td>Contact:</td>
<td>Shayla Holmes</td>
</tr>
<tr>
<td>Phone:</td>
<td>775-463-6531</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sholmes@lyon-county.org">sholmes@lyon-county.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Entity #3:</th>
<th>Lyon County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>55 E Main St</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Fernley, NV 89408</td>
</tr>
<tr>
<td>Contact:</td>
<td>Shalya Holmes</td>
</tr>
<tr>
<td>Phone:</td>
<td>775-463-6532</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sholmes@lyon-county.org">sholmes@lyon-county.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Entity #4:</th>
<th>Lyon County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>26 Nevin Way</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Yerington, NV 89429</td>
</tr>
<tr>
<td>Contact:</td>
<td>Shalya Holmes</td>
</tr>
<tr>
<td>Phone:</td>
<td>775-463-6531</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sholmes@lyon-county.org">sholmes@lyon-county.org</a></td>
</tr>
</tbody>
</table>
1. AMENDMENTS. For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated July 12, 2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This is the first amendment to the original revenue Interlocal agreement to provide ongoing public health services to meet the health needs of the rural and frontier communities. This amendment extends the termination date from June 30, 2023 to June 30, 2025 and increases the maximum amount from $341,972.80 to $647,972.80 due to the continued need for these services.

B. Current Contract Language:

3. CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 4, Termination.

| Effective From: | July 1, 2021 | To: June 30, 2023 |

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK AND DELIVERABLES

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. CONSIDERATION. The parties agree that the services specified in Section 6, Incorporated Documents at a cost as noted below based on final legislature approval:

<table>
<thead>
<tr>
<th>$ 165,986.40</th>
<th>per</th>
<th>State Fiscal Year</th>
</tr>
</thead>
</table>

Total Contract or installments payable at: $13,8322.20 per month

Total Contract Not to Exceed: $341,972.80

Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be $10,000 for the contract period. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

C. Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 4, Termination.

| Effective From: | July 1, 2021 | To: June 30, 2025 |
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

<table>
<thead>
<tr>
<th>ATTACHMENT A:</th>
<th>SCOPE OF WORK AND DELIVERABLES (Updated April 2023)</th>
</tr>
</thead>
</table>

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in Section 6, *Incorporated Documents* at a cost as noted below based on final legislature approval:

<table>
<thead>
<tr>
<th>$159,000.00</th>
<th>per State Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13,200.00 per month</td>
<td></td>
</tr>
</tbody>
</table>

Total Contract or installments payable at: $13,200.00 per month

Total Contract Not to Exceed: $647,972.80

Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be $10,000 for the contract period. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

9. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

Revised: August 2019
IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

LYON COUNTY

Authorized Signature Date Title

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Cody Phinney Date Title

Administrator, DPBH

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: __________________________ Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: __________________________ Date
ATTACHMENT A: SCOPE OF WORK (updated April 2023)

Contract #: C17789

Description of services, deliverables, and reimbursement

The Division of Public and Behavioral Health, hereinafter referred to as DPBH, recognizes the benefit of collaborating partnerships with public and private agencies to improve the quality of life, quality of health, and the delivery of social services in rural and frontier counties. As a collaborating partner with Nye County, hereinafter referred to as the County, DPBH supports the provision of public health services to meet the health needs of rural and frontier communities. Community Health Services hereinafter referred to as CHS, will work in collaboration with the County to manage infectious diseases (NRS 439, 439.350, 439.360, and 441A).

1. CHS agrees to the following:

1.1 CHS will assess a partial cost for the provision of public health services, provided in accordance with NRS 439 and 441A, to and within the County (NRS 439.4905).

1.2 This contractual agreement does not include the following public health services:
   1.2.1 NRS 444 - Sanitation,
   1.2.2 NRS 446 - Food Establishments, and
   1.2.3 NRS 583 - Meat, Fish, Produce, Poultry and Eggs.

1.3 CHS will make efforts to reduce the assessed cost of mandatory public health services provided to and within the County through the acquisition of grants, and sub-grants. CHS does not guarantee the continued cost offset of any grants or sub-grants.

1.4 CHS will provide for the payment of all salary and fringe benefits to support rural epidemiology, public health emergency preparedness, and the Community Health Nursing (CHN) program as funding is available.

1.5 CHS will provide a contact person for all matters relating to this contract.

1.6 CHS will provide management and clinical supervision; oversee billings, accounts receivables, medication, and supply inventory; and ensure federal, state, and grant regulatory compliance.

1.7 CHS will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

1.8 Invoice and Updates

1.8.1 CHS will provide monthly invoices.
1.8.2 CHS will provide quarterly reports to include revenues collected, and services provided to the County for public health services.
1.8.3 CHS will provide annual written updates to the County for public and behavioral health services provided.
1.8.4 CHS will meet annually face-to-face with the County for updates on public and behavioral health services. Updates may be at county commissioner meetings, county board of health meetings, or any venue requested by the County.

1.9 Mandatory Public Health Services

1.9.1 Public Health Preparedness (PHP): CHS will provide the following public health preparedness services (NRS 439 and 441A).
1.9.1.1 Management of Infectious Diseases

1.9.1.2 Epidemiology: CHS will:

1.9.1.2.1 Provide syndromic reporting and surveillance to monitor infectious diseases (NRS 441A.125).

1.9.1.2.2 Report, investigate, and conduct contact tracing for occurrences of infectious diseases (NRS 441A.150 and 441A.160/163/165/166/167/169).

1.9.1.2.3 Submit weekly reports, in the case of infectious diseases, to the Chief Medical Officer (441A.170).

1.9.1.2.4 Notify the principal, director, or other person in charge of the school, childcare facility, medical facility, or correctional facility to prevent the spread of the disease (441A.190).

1.9.1.1 Vaccine Clinics: CHS will provide vaccine clinics as necessary for outbreaks of infectious diseases.

1.9.1.2 Rabies Virus for human exposure:

1.9.1.2.1 CHS will assist Animal Control and the County Health Officer with the appropriate intervention and coordination of treatment.

1.9.1.2.2 CHS will not inoculate, quarantine, impound, or euthanize animals.

1.9.1.2.3 CHS will not provide prophylaxis care to post rabies exposure.

1.9.1.3 Sexually Transmitted Infections (STI): CHS will work collaboratively with the County to control, prevent, and treat sexually transmitted infections (NRS 441A.240).

CHS will:

1.9.1.3.1 Provide testing and treatment of cases and contacts of STIs on behalf of the County as required by NRS 441A.120.

1.9.1.3.2 Provide testing, screening, and treatment of sexually transmitted infections (STIs) on behalf of the county to meet the County’s requirement under NRS 441A.120.

1.9.1.3.3 In the event of an STI outbreak, CHS will provide the County an itemized invoice documenting the testing, screening, and treatment of STIs for clients. Itemized information will include billing number, date of service, CPT and ICD-10 codes, full cost, any applied client payments, and the total amount invoiced.

1.9.1.4 Tuberculosis: CHS will work collaboratively with the County to control, prevent, and treat tuberculosis (NRS 441A.340).

CHS will:

1.9.1.4.1 Take measures to test, screen, and control, prevent the spread of, and ensure the treatment of infectious tuberculosis.

1.9.1.4.2 Conduct interviews and contact tracing (441A.120).

1.9.1.4.3 Coordinate care and treatment for persons with latent tuberculosis infections.

1.9.1.4.4 Provide and/or ensure direct and/or remote observation therapy for persons with active tuberculosis infections.

1.9.1.4.5 Provide the testing, screening, and treatment of tuberculosis (TB) on behalf of the County to meet the county’s requirement under NRS 441A.120.

1.9.1.4.6 In the event of a Tuberculosis outbreak, CHS will provide to the County itemized invoices documenting the testing, screening, and treatment of TB for clients. Itemized information will include billing number, date of service, CPT and ICD-10 codes, full cost, any applied client payments, and the total amount invoiced.
1.9.1.5 Isolation and/or Quarantine: CHS will not isolate and/or quarantine people with infectious diseases (NRS 439.360).

1.9.1.6 Public Health Emergency Preparedness: CHS will support public health emergencies through collaboration with County Health Officers, and Local Emergency Planning Committee (LEPC) (NRS 439.950 thru 439.983).

1.9.1.6.1 CHS will participate in emergency management meetings, drills, and related events.

1.10 **Community Health Nursing (CHN):** CHS will provide:
1.10.1 A .25 Full Time Equivalent (10 hours per week) registered nurse.
1.10.2 If the nursing position becomes vacant, CHS will make every attempt to provide a temporary registered nurse until the position is filled.

1.10.2.1 Clinical supervision and collaboration.

1.10.2.1 Maintain client records; and
1.10.3 Nursing Services: Nursing Services shall include the following:
1.10.3.1 Promote the public health of the citizens of the County.
1.10.3.2 Provide public health education and counseling services for the individual and the community related to infectious diseases.
1.10.3.3 Work collaboratively with county school district, board of health, and community partners on public health matters.

1.11 **Equipment and Supplies:** CHS will provide telephones, computers, office equipment and supplies, and vehicles.

1.12 **Travel:** CHS will cover the cost of travel by CHS employees and County employees to meet DPBH/CHS operational needs.

2. The County agrees to the following for the duration of the contract period:

2.1. The County will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

2.2. The County will provide suitable office space, mutually acceptable to the County and to the State, for the performance of community health nursing services, laboratory functions (to include a sink), storage of files and records, and related administrative functions.

2.2.1. Space must include, at a minimum, lighting sufficient to perform general office duties with heating and cooling as appropriate for climate and time of year.

2.2.2. Any space provided must meet all applicable Federal, State and County statutes, regulations, and ordinances. The space will meet all American with Disabilities Act (ADA) requirements. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the DPBH, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.

2.2.3. Any space provided must meet all applicable State and County fire and safety regulations. Services will include weather related functions (for example: prompt removal of snow from parking lots and sidewalks). A minimum of one (1) State and County approved fire extinguisher must be installed, and an evacuation map posted in the office/clinic facility.

2.2.4. In order to provide integrated health care services, clinic space may be utilized for the provision of public and behavioral health services by State employees, DPBH/CHS contract employees, and private providers.
2.3. The cost of travel by CHS employees and County employees to meet County operational needs will be the responsibility of the County.

2.4. The County will provide staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic.

2.4.1. Duties include but are not limited to: Coordinating care and arranging appointments, billing and fee collection, the collection of programs required documentation, the assessment of household income, insurance and qualifying clients for the appropriate application of regulated fee schedules.

2.4.2. Deposits, fee collection at the point of service and daily maintenance of electronic records.

2.4.3. Maintaining file records, composing, and editing correspondence.

2.4.4. Data entry, office management; answering telephones and relaying information; reception; duplicating and distributing materials.

2.4.5. Ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms, and other documents.

2.4.6. Operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; and performing related duties as assigned.

2.4.7. CHS will provide administrative supervision and training to clerical staff. CHS will be responsible for all aspects of personnel activities, such as, but not limited to hiring, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals.

2.4.8. The County must fill the vacancy of their clerical staff within 30 calendar days. In the event the county does not fill the position within the 30 calendar days, CHS may hire temporary staff to fill the vacancy. CHS will assess and invoice the full cost of a hiring temporary clerical staff to the County.

2.4.9. The County will provide administrative supervision to county staff. The County will be responsible for all aspect of personnel activities, such as, but not limited to hiring, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals. The County may request the CHS personnel to have input for performance outcomes and recommendations and provide work direction to county employees, student nurses, and volunteers, as assigned.

2.4.9.1. The County will provide a supervisor contact to CHS for communication related to duties outlines in 2.4.1 and any employee deficiency related to those duties that need improved or correction.

2.5. The County will coordinate the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.

2.6. The County will provide DPBH, prior to the start of the contract and annually thereafter, on or before July 1st of each year, evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State as an additional insured on each such liability policy.

2.7. The County will seek and obtain funding to cover the actual costs of public health services for subsequent years (NRS 439.4905).

2.8. Outbreaks, Epidemics and Pandemics:

2.8.1. The County will provide payment upon receipt of an itemized invoice for services provided during outbreaks, epidemics and pandemics as declared by State Health Officer.

2.8.2. The County will pay for the testing, screening, and treatment of infectious diseases as the costs are incurred by the State.

2.8.2.1. Billable costs associated to the testing, screening and treatment of infectious diseases are not included in the County’s assessed contract rate.
2.8.2.2. Billable costs include, but not limited to, all costs of providing services for the testing, screening, and treatment of tuberculosis TB and STIs for self-pay Community Health Nursing (CHN) clients.

2.8.2.3. Billable costs include, but not limited to travel, lab testing, medical supplies, and pharmaceuticals.

2.8.3. The County will seek and obtain funding to cover the actual costs of these services for subsequent years.

2.8.4. The County may request infectious disease reports when readily available.

<table>
<thead>
<tr>
<th>Lyon County</th>
<th>Base Contract Assessed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFY 2022-2023</td>
<td>Dayton Fernley Silver Springs 3% CHN/AA Yerington</td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td></td>
</tr>
<tr>
<td>Community Health Nurse II -.25 FTE</td>
<td>$30,118.00</td>
</tr>
<tr>
<td>Administrative Assistant I -.25 FTE</td>
<td>$16,072.00</td>
</tr>
<tr>
<td>Advanced Practice Registered Nurse -.05 FTE 2 hours availability per week/12 clinics</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

| Carson City Team- 8% Total Salaries/ 6 Admin Staff | | | |
| Carson City Team (Community Health Nurse 3, Health Program Manager 2, Management Analyst 2, Administrative Assistant 4, Accounting Assistant 2, & Administrative Assistant 2) | $3,816.00 | $3,816.00 | $0.00 | $3,816.00 |

| Operating Costs - 25% | | | |
| Operating Expenses (Cell phones, email, copiers, phone, fax) | $494.48 | $1,847.63 | $0.00 | $1,861.28 |
| Updated Internet / Highspeed Service | $0.00 | $186.00 | $0.00 | $1,215.00 |

| Travel -38% | | | |
| Motor Pool | $1,439.08 | $2,242.66 | $0.00 | $1,474.33 |
| Other Travel | $48.49 | $179.26 | $0.00 | $480.19 |
| Total Assessed Clinic Costs | $52,488.05 | $54,961.55 | $0.00 | $55,536.80 |

| Contractual | | | |
| Electronic Health Record System | $1,000.00 | $1,000.00 | $0.00 | $1,000.00 |

| Total Assessed County Costs | $165,986.40 |
Updated April 2023.

<table>
<thead>
<tr>
<th>Lyon County</th>
<th>Base Contract Assessed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFY 2023-2024</td>
<td></td>
</tr>
<tr>
<td>Clinic Staff</td>
<td>Dayton</td>
</tr>
<tr>
<td>Community Health Nurse II, Administration Assistant, APRN</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Administrative Staff – Central Office</td>
<td>Dayton</td>
</tr>
<tr>
<td>Administrative Support for clinic operations including contract management, insurance billing, grant management, and oversight of supplies and equipment</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Clinic Operation</td>
<td>Dayton</td>
</tr>
<tr>
<td>Operating Expenses including: (communication, copier rental, email, internet/broadband improvement, clinic vehicles, medical and office supplies)</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Electronic Health Record</td>
<td>Dayton</td>
</tr>
<tr>
<td>Monthly Support Costs - Patagonia</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>Total Assessed County Costs</strong></td>
<td><strong>$159,000.00</strong></td>
</tr>
</tbody>
</table>
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 13.a

Subject: For Possible Action : To approve the request for a Conditional Use Permit from Lyon County School District to allow an approximately 1,440-square-foot commercial coach office building on a 80.45-acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11) PLZ-2023-010.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Staff Report
Backup
Advisory Board Letter of Transmittal
STAFF REPORT AND PLANNING COMMISSION ACTION

PLZ-2023-010 Request for a Conditional Use Permit from Lyon County School District to allow an approximately 1,440-square-foot office building on an approximately 80.45-acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11) PLZ-2023-010.

Proposed Action: Conditional Use Permit for the Addition of One Office Building at an Educational Facility.

Meeting Date: June 1, 2023

Property Owner: Lyon County School District (LCSD)

Applicant: Darrell Bluhm (LCSD Facilities)

Location: Dayton

Parcel Number: 016-271-11

Parcel Size: 80.45 acres

Master Plan: Public/Quasi Public

Zoning: RR-20 – Rural Residential (20 acre minimum)

Flood Zone(s): X Unshaded (Area of Minimal Flood Hazard) per FIRM 32019C_324

Case Planner: Bill Roth

REQUEST

The applicant, Lyon County School District (LCSD), is requesting a Conditional Use Permit (CUP) to allow the construction of an approximately 1,440-square-foot transportation office building on the approximately 80.45-acre Dayton High School campus parcel located at 335 Old Dayton Valley Road in Dayton.

PROJECT SUMMARY

The applicant’s proposal includes the removal of two modular buildings, each measuring 1,240 square feet in size, that were used for office and storage space and the construction of a new 1,440-square-foot modular building to provide office space for LCSD transportation staff at the southern end of the 80.45-acre Dayton High School campus. The older buildings were constructed in the late 1980s and early 1990s and would be replaced with a new office building that is more energy efficient and compatible with current building standards.
At the May 9, 2023 Planning Commission meeting, the Commission voted 7-0 to recommend approval of the proposed project to the Board of Commissioners. There was a question in regard to the replacement of two buildings containing office and storage space with one providing only office space. The applicant responded that storage in one of the buildings that would be demolished would be located to another LCSD site. The applicant was asked whether the proposed building might be usable for community meetings and the applicant said that was not the intent of this particular transportation office project. There were no public comments.

RECOMMENDED MOTION: APPROVAL

If the Board determines that they will approve the Conditional Use Permit, then the Board may want to consider a motion similar to the following.

The Lyon County Board of County Commissioners finds that:

A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;

B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;

C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure;

D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts;

E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties;

F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title; and

G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the request by Mr. Darrell Bluhm for a Conditional Use Permit to allow an approximately 1,440-square-foot Office Building on a 80.45-acre parcel in the Rural Residential (20 acre minimum) zoning district, generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton on APN 016-271-11 (PLZ-2023-010).

CONDITIONS OF APPROVAL

1. No change in the terms and conditions of the Conditional Use Permit (CUP), as approved, shall be undertaken without first submitting the changes to Lyon County Community Development and having them modified in conformance with Lyon County Code.

2. The applicant shall comply with all applicable Fire, building, zoning and improvement code requirements and obtain any necessary public inspections.
3. All construction documents and separate applications must be submitted to the Central Lyon County Fire Protection District and the Lyon County Building Department for review and approval to obtain a Building Permit.

4. All contractors doing any construction, modifications, or remodels must be licensed in Lyon County and the State of Nevada.

5. Exterior lighting for the office building shall be downward facing and shielded such that light is not shed onto adjacent properties and public rights-of-way.

6. The applicant shall comply with Lyon County’s 2018 revised drainage guidelines to the satisfaction of the County Engineer prior to occupancy.

7. The substantial failure to comply with the conditions imposed on the issuance of this conditional use permit or the operation of the conditional use in a manner that endangers the health, safety or welfare of Lyon County or its residents or the violation of ordinances, regulations or laws in the conditional use may result in the institution of revocation proceedings. **Failure to initiate the conditional use permit within one (1) year from the date of approval or to complete all work within two (2) years from the date of approval will result in the expiration of the conditional use permit approval.**
BACKGROUND INFORMATION

Location

The subject parcel is located at the southern end of an approximately 80.45-acre parcel that is generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11) PLZ-2023-010. Vehicular access to the project area is provided via Breakwater Drive.
Subject Parcel Size

The subject parcel (APN 016-271-11) is approximately 80.45 acres in size and is part of the LCSD Dayton campus, which includes Dayton High School.

Topography

The subject parcel is relatively flat. The image to the right is from the County GIS system and includes 10’ contour lines.
Site Photos
The images below of the existing transportation office and storage buildings were taken by the applicant. The two buildings, which would be demolished as part of the proposed project, are highlighted in yellow in the aerial further below.
Master Plan and Zoning

The Master Plan designation for the site is Public/Quasi Public. The subject parcel is zoned RR-5 Fifth Rural Residential District (20 acres) under Title 10 and RR-20 – Rural Residential (20 acre minimum) under Title 15. The zoning of the surrounding properties is a mix of RR-20, MFR – Multi-family Residential, NC – Neighborhood Commercial, and CC – Community Commercial.

The project should be reviewed with the Title 15 Rural Residential (20 acre minimum) land use and development regulations per the Zoning Consistency Matrix which was adopted as Exhibit A along with Title 15, the current land use and development code for Lyon County.

Master Plan

![Master Plan Map](image-url)
Suburban Character District
The subject parcel is located in the Dayton Suburban Character District. Suburban Districts include those areas that are predominately medium to high density residential development with regional/community commercial, neighborhood, industrial, and employment uses.
Flood Zone Designation

The subject site is located within Zone X Unshaded - Area of Minimal Flood Hazard per the FEMA Flood Insurance Rate Map Panel 32019C_324. A Floodplain Development permit will not be necessary for development on site.

Public Facilities

Lyon County Utilities Department (LCUD) confirmed that there are sufficient water rights at Dayton High School to add the new transportation office, per email dated February 28, 2023 from LCUD to LCSD. Any fixture units serving the new building would need to comply with LCUD requirements.

Project Description

The applicant’s proposal includes the removal of two modular buildings, each 1,240 square feet in size, and the construction of a new one-story modular office building, approximately 1,440 square feet in size. The new building would provide office space for LCSD transportation staff. The older buildings, one of which was used as an office and the other of which was used for storage, were constructed in the late 1980s and early 1990s and are being replaced to provide a new office building that is more energy efficient and compatible with current building standards. Stored equipment and other items would be relocated to another site.

The new office building would include two individual offices, a large open office area, and two restrooms for LCSD Transportation staff. An existing restroom building and an existing bus shop building, shown on the applicant’s preliminary site plan, would remain. Existing parking for Transportation staff and LCSD school buses is located around and behind the project area, as shown in the aerial and the Applicant’s site plan, later in this report.
Per the applicant, the proposed development is described as follows:

*To change out two older modular buildings at APN 16-271-11 with a newer and more energy-efficient office building.*

**Parking**
The existing onsite parking area, which provides parking for LCSD school bus drivers and on-site transportation office workers has a capacity for at least 25 passenger vehicles. Approximately 13 bus drivers currently park their personal vehicles in the parking lot during their morning or afternoon shifts and no change to that is proposed with the current project. The new 1,440 square-foot office building would require a total of 5 parking spaces, as Office uses have a parking requirement of one parking space per 300 square feet of enclosed floor space, per Lyon County code section 15.401.03. As shown in the table below, a total of 18 parking spaces are required for the passenger vehicles of the bus drivers and those of the workers in the proposed office building. As such, the existing 25-space parking area would be more than sufficient.

<table>
<thead>
<tr>
<th>Use</th>
<th>Use Area</th>
<th>Parking Ratio</th>
<th>Parking Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Use</td>
<td>1,440 sf</td>
<td>1 space per 300 sf</td>
<td>5 parking spaces</td>
</tr>
<tr>
<td>Bus Drivers (Personal Vehicles)</td>
<td>n/a</td>
<td>1 space per driver</td>
<td>13 parking spaces</td>
</tr>
</tbody>
</table>

**Total Parking Required:** 18 parking spaces

**Building Permit Required**
Should the proposed CUP be approved, the proposed modular office building would be subject to Building Permit Review. The applicant has provided a site plan and conceptual elevation drawing and a floor plan of the proposed project (below).
Preliminary Elevation

1. SOUTH EXTERIOR ELEVATION
2. NORTH EXTERIOR ELEVATION
3. EAST EXTERIOR ELEVATION
4. WEST EXTERIOR ELEVATION
Floor Plan

Conditional Use Permit

With the adoption of Title 15, the Board of Commissioners also adopted Exhibit A – Zoning Consistency Matrix. The Zoning Consistency Matrix is to be used to determine the correct land use and development regulations to use until staff completes the Title 15 rezoning to convert properties from the Title 10 zoning districts over to the Title 15 zoning districts.

As previously stated, the parcel under consideration is currently zoned RR-5 Fifth Rural Residential District (20 acres) under Title 10 and RR-20 – Rural Residential (20 acre minimum) under Title 15. The project should be reviewed with the Title 15 RR-20 land use and development regulations per the Zoning Consistency Matrix. The proposed transportation office use would be part of the larger LCSD Educational Facility use. Educational Facilities may be allowed in the RR-20 zoning district subject to the approval of a Conditional Use Permit.

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Rural Residential</th>
<th>Commercial Mixed-Use</th>
<th>Agricultural/Resource</th>
<th>Commercial</th>
<th>Use Specific Regulations (Code Reference)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational facilities</td>
<td>R-20</td>
<td>R-5</td>
<td>R-2</td>
<td>R-1</td>
<td>CMLUR</td>
</tr>
<tr>
<td>School, K - 12 (public or private)</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Post-secondary, trade, or technical education</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>C</td>
</tr>
</tbody>
</table>

Agricultural uses:

- Animal raising and production: Animal keeping - livestock, poultry, etc.
- Commercial stable

Chapter 336

Subsection 15.336.000G

Subsection 15.336.000G
When considering applications for a CUP, the commission or Board must evaluate the impact of the conditional use on, and its compatibility with, surrounding properties and neighborhoods to mitigate potential impacts of the use at a particular location and make the following findings from Chapter 15.230.06: FINDINGS. Each Finding is listed with the applicant’s response and staff’s comments.

**FINDINGS**

Finding A: The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;

**Applicant’s Response**

LCSD has reviewed the current Master Plan and is following the current zoning requirements under the guidance of Title 15 and RR-20 format as stated below.

![Image of chart showing use categories and regulations]

**Staff Comment**

Government offices, buildings, and facilities and school uses are characteristic of the Public/Quasi-Public Master Plan designation. The proposed development is consistent with the following Lyon County Master Plan Goal and Policies:

i. **Goal FS 3: Schools.**
   Lyon County will support the school district in its goal to see all students graduate with successful futures in college and in careers.

ii. **Policy FS 3.1: Quality Schools**
   Lyon County will continue to support efforts by the Lyon County School District to provide adequate school facilities and quality education for all children.

   **Strategies:**
   - Coordinate development review with the School District and actively seek School District comments and requirements.
   - Cooperate with the School District in facilities planning.

The proposed use is associated with the existing LCSD educational facility and will not introduce a new use that might be incompatible with the intent of the Dayton Suburban Character District. The transportation office building would be supportive of efforts to provide adequate school facilities and access to quality education. This Finding is met.
B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;

**Applicant’s Response**

LCSD has looked at all aspects of the above related questions and deems there will not be any influence of such.

**Staff Comment**

The proposed building for the transportation office would be located outside of the setbacks required in the RR-20 zoning district and would not exceed the maximum building height, helping to ensure that the proposed project will be compatible with the surrounding parcels. The proposed office building is a replacement of the existing, comparably-sized office building on the subject property and, as such, would not introduce a significant increase in traffic or noise to the area. This Finding is met.

C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure;

**Applicant’s Response**

LCSD has reviewed such and no related impacts will be incurred.

**Staff Comment**

As previously stated, the proposed use is a replacement of an existing office use and would not result in a significant increase to vehicular traffic over existing conditions. The existing parking area provides more than the required parking for the proposed use and the existing use, ensuring that all required parking will be provided on-site. This Finding is met.

D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts;

**Applicant’s Response**

LCSD does not see any impacts of the above mentioned.

**Staff Comment**

The proposed office use replaces an existing, comparably-sized office use and would not increase or impact area traffic flow such that mitigation would be necessary. No change to the site’s access to the public right of way is necessitated or proposed with this project. This Finding is met.

E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties;

**Applicant’s Response**

This structure is replacing two existing structures and will not affect the surroundings in its location.

**Staff Comment**

The size and location of the proposed building would meet the requirements of the RR-20 zoning district, which is intended to avoid impacts to adjacent sites. The proposed project would not introduce a new use that would generate visual impacts and noise effects on adjacent properties. As conditioned, lighting for the project shall be screened to ensure there is no light spillage on adjacent properties. This Finding is met.

F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use
and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title; and

**Applicant’s Response**

*LCSD after review of the current Lyon County Design Criteria believes it has met the proposed standards with site development of the proposed structures.*

**Staff Comment**

As conditioned, the use is consistent with the zoning standards of Title 15 and has been reviewed by outside agencies. This Finding is met.

G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

**Applicant’s Response**

*In the location of this new office, LCSD finds that there will not be any detriment to public safety, welfare or prejudice.*

**Staff Comment**

The proposed project involves the replacement of an existing office use with an equivalent office use and is part of an ongoing educational facility use at the LCSD Dayton campus. The proposed building will be subject to Building Permit review, which will ensure that the structure will not be detrimental to health and safety. This Finding is met.

**Alternatives to Approval**

**Alternative for Continuance**

If the Board of County Commissioners determine that there is insufficient information with which to make a decision on the Conditional Use Permit application before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then the Board of County Commissioners should make the appropriate findings and move to continue the Public Hearing for the Conditional Use Permit 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 Conditional Use Permit application.

Based on the aforementioned finding, and with the applicant’s concurrence, the Board of County Commissioners continues the Conditional Use Permit request from Lyon County School District to allow an approximately 1,440-square-foot office building on an approximately 80.45-acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11); PLZ-2023-010 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 Conditional use Permit 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:

15.230.06: FINDINGS:

When considering applications for a conditional use permit, the commission or Board, where applicable, must evaluate the impact of the conditional use on and its compatibility with surrounding properties and neighborhoods to mitigate potential impacts of the use at a particular location and make the following findings:

A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;
B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;
C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure;
D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts;
E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties;
F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title; and
G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

After consideration of the above-listed Findings, the Lyon County Board of County Commissioners has determined that the Conditional Use Permit would not be in conformance with the above-listed considerations and recommends denial of the Conditional Use Permit request from Lyon County School District to allow an approximately 1,440-square-foot office building on an approximately 80.45-acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11); PLZ-2023-010.
LCSD DHS Transportation Office

To whom this may concern:
I'm writing this letter to inform you that LCSD would like to change out 2 older modular buildings at APN 16-271-11 with a newer and more energy efficient office building.

Thank you for your consideration in this matter.

Respectfully,
Darrell Bluhm
LCSD Project Facilitator
The findings listed in Chapter 235.04 are as follows:

A. The proposed development is consistent with the goals and policies embodied in the adopted master plan and the general purpose and intent of the applicable zoning district regulations; LCSD has reviewed the current Master Plan and is following the current zoning requirements under the guidance of Title 15 and RR-20 format as stated below.

<table>
<thead>
<tr>
<th>Use Category</th>
<th>Use Type</th>
<th>Rural Residential</th>
<th>Commercial Mixed-use</th>
<th>Agricultural/Resource</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>RR-20</td>
<td>RR-10</td>
<td>RR-5</td>
<td>RR-2</td>
</tr>
<tr>
<td>Educational Facilities</td>
<td>School, K-12 (public or private)</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Post-secondary, trade, or technical education</td>
<td>--</td>
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<td>C</td>
</tr>
</tbody>
</table>

B. The proposed development is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods; LCSD has looked at all aspects of the above related questions and deems there will not be any influence of such.

C. The proposed development will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure; LCSD has reviewed such and no related impacts will be incurred.

D. The proposed development incorporates roadway improvements, traffic control devices, mechanisms or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts; LCSD does not see any impacts of the above mentioned.

E. The proposed development incorporates features to address adverse effects, including visual impacts, of the proposed development on adjacent properties; This structure is replacing 2 existing structures and will not affect the surroundings in its location.

F. The proposed development complies with all additional standards imposed on it by the particular provisions of this title, the Lyon County Design Criteria and Improvement Standards and all other requirements of this title applicable to the proposed development and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of chapter 110 of this title; and

G. The proposed development will not be materially detrimental to the public health, safety, and welfare, or result in material damage or prejudice to other properties in the vicinity. In the location of this new office the above mentioned will not be affected as laid out in the above mentioned standards.
The 2 buildings in Red are being removed for a new office.
Meeting Date: 05/03/2023

Advisory Board: Dayton Regional Citizens Advisory Board

Item or Topic of Concern:

Request for a Conditional Use Permit from Lyon County School District to allow an approximately 1,440-square-foot office building on an approximately 80.45± acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11) PLZ-2023-010

Has the board agendized this item and taken action? Yes ✓ No □

Recommendations and/or suggested alternatives:

The Dayton Regional Citizens Advisory Board voted 3-0 to forward the recommendation of APPROVAL for the request for a Conditional Use Permit from Lyon County School District to replace old buildings with new buildings. PLZ-2023-010

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

Board of Commissioners ✓, (and/or) Planning Commission ✓

What, if any, recommendation does the Advisory Board have:

The Dayton Regional Citizens Advisory Board voted 3-0 to forward the recommendation of APPROVAL for the request for a Conditional Use Permit from Lyon County School District to replace old buildings with new buildings. PLZ-2023-010

Submitted By: Christopher Gonzales Date: 05/04/2023
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 13.b

Subject: For Possible Action: To approve the request from Microsoft Corporation for the Abandonment of a 60 feet wide easement known as Rhyolite Lane for a length of approximately 671 feet and a 30 feet wide access and utility easement known as Deodar Street for a length of approximately 660 feet on four (4) parcels in Silver Springs (APNs: 018-551-03, 018-551-04, 018-552-01, 018-552-02) PLZ-2023-005.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Staff Report
Backup
Public Comment
Lyon County Planning Commission

and Planning Commission Report

PLZ-2023-05  Right-of-Way Abandonment/Vacation of
~ 671 feet of Rhyolite Lane and ~660’ of Deodar Street

Meeting Date  June 1, 2023
Owner  Microsoft Corporation
Applicant  Microsoft Corporation
Representative  Wood Rodgers, Inc. c/o Stacie Huggins
Area Location  Dayton
Parcel Numbers  (APNs) 018-551-03, 018-551-04, 018-552-01, 018-552-02
Zoning  NC (Neighborhood Commercial)
Case Planner  Louis Cariola

REQUEST

The applicant is requesting abandonment of approximately 671 linear feet of Rhyolite Lane situated between Assessor’s Parcel Numbers (APN’s) 018-551-03, 018-551-04, 018-552-01, & 018-552-02 and approximately 660 linear feet of Deodar Street located on a portion of APN 018-552-02 in Silver Springs. The Rhyolite Lane area is 60 feet wide and the Deodar Street area is 30 feet wide. The abandonment areas are not improved for vehicular access.

PLANNING COMMISSION RECOMMENDATION

On May 9, 2023, the Lyon County Planning Commission voted 7-0 to recommend approval of the requested abandonment. Staff had recommended approval to the Planning Commission as the abandonment of this right-of-way will have:

• No detrimental effect on public access to adjacent properties,
• No impact on ability of utilities to provide services to other property owners or the public and
• Will not interfere with drainage of the subject parcel or any adjacent parcels.

SUGGESTED MOTION

If the Board finds there is sufficient reason to approve the abandonment, then the Board should make findings in support of the right-of-way abandonment/vacation and move to recommend approval the request.

The Board may consider a motion similar to the following:
The Lyon County Board of Commissioners finds that:

A. The public will not be materially injured by the vacation.
B. No easements are known to be located within the right of way that must be perpetuated.
C. The vacation will not result in the loss of access to a street from abutting property owners.
D. Neither the public nor Lyon County have a continued interest in the preservation of the areas proposed for abandonment.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the request from Microsoft Corporation for the Abandonment of a 60 feet wide access and utility easement known as Rhyolite Lane for a length of approximately 671 feet and a 30 feet wide access and utility easement known as Deodar Street for a length of approximately 660 feet on four (4) parcels in Silver Springs (APNs: 018-551-03, 081-551-04, 018-552-01, & 018-552-02) PLZ-2023-005.
LOCATION and BACKGROUND

The subject abandonment area is located adjacent to four (4) parcels (APN’s 018-551-03, 018-551-04, 018-552-01, & 018-552-02) that are northeast of the Silver Springs Airport and west of the intersection of Highways 95A and 50, north of Highway 50.
The streets within this area were granted to Lyon County in 1987 as a “60-foot-wide non-exclusive easement for public road and utility purposes” through the Lincoln Highway Estates subdivision (reference T.M. 110408). Rhyolite Lane and Deodar Street provide “access” to other parcels in the surrounding area but have never been improved.

The image to the left below from the County’s Assessor’s Plat maps displays the location of the existing easements relative to the subject parcels. The image on the right was provided by the applicant. The applicant’s image displays the entire;

- **60’ width to be abandoned running east/west on Rhyolite Lane** at a length of ~671’; and the

- **30’ width being abandoned running north/south on Deodar Street** at a length of ~695.5.

The parcel to the east of the 30’ abandonment of the Deodar Street easement will still have a 30’ width for access on their property. The County Roads Department has reviewed the proposed abandonments and has no concerns with them as proposed.
An 8 inch sewer line was installed within a portion of the Rhyolite Lane easement. The sewer line does not serve any development, and neither street has been improved to provide access to the surrounding parcels. The applicant’s have received a permit from the Lyon County Utility Department (LCUD) to remove the existing sewer main, manhole, and cleanout and install a new manhole at the property line.

The attachments to this report are from the applicant’s submittal (prepared by Wood Rodgers, Inc.) and include images depicting the easement areas, the existing sewer manholes to be abandoned, and other notable qualities of the area.

**STAFF REVIEW AND COMMENTS**

Based on our review and comments received from the reviewing public utility providers regarding the application, staff believes the requested abandonment would not have an adverse impact on existing or future access to adjoining properties and will not materially injure the public.

**Requirements for Granting an Abandonment**

The following should be considered in an action to abandon or vacate a publicly dedicated roadway:

1. **Will the public be materially injured by the abandonment/vacation?**

   **Applicant Response**

   *The proposed request to abandon two Easements (60' wide Rhyolite & 30’ Deodar) will not have any impact on the public as the portions of the subject streets currently do not serve properties other than those owned by the Applicant. Rhyolite Lane and Deodar Street will still provide access to the properties to the east. Properties to the north can be accessed via Mountain Drive, and properties to the west and south are owned by the Applicant and can be accessed from US Highway 50 Alternative. Alternative access and utilities to serve future development of the surrounding properties will be provided in the future as development occurs in the area.*

   **Staff Comment**

   The County’s Road Department confirmed that the Applicant’s response is accurate. The LCUD has issued a permit for the removal of the sewer utilities in the existing easement alignment along Rhyolite Lane. This Finding is met.

2. **Is there any easement located within the right of way? If so, the Commission should provide for the continuation of the easement.**

   **Applicant Response**

   *All the easements proposed are not located with the right of way. The easements to be abandoned were originally created per document #110408 (T.M. Lincoln Highway Estates) in anticipation of future development. The Applicant and current owner of the subject parcels also owns the surrounding properties to the west and south. Based on the Applicant’s future plans for development, the existing street alignments create challenges for development and have therefore been deemed as unnecessary given that all properties owned by the Applicant can be accessed and served by other more efficient options. These easements do not need to be perpetuated.*

   **Staff Comment**

   The applicant’s response is confirmed by staff: this Finding is met.
3. Will the abandonment/vacation result in the loss of access to a street from the abutting property owner?

**Applicant Response**

Abandonment of the Easements will not result in the loss of access from abutting property owners. Rhyolite Lane and Deodar Street will still provide access to the properties to the east and properties to the north can be accessed via Mountain Drive. Properties to the west and south are owned by the Applicant and can be accessed from US Highway 50 Alternative. The Deodar Street Easement does not contain any of the existing dirt road identified as Deodar and is only a partial abandonment of the easement. The portion of Deodar Street located on the property to the east will remain.

**Staff Comment**

The applicant’s response is confirmed by staff: this Findings is met.

4. Does the public, or Lyon County, have a continued interest in the preservation of this access?

**Applicant Response**

Initial conversations with Lyon County indicate they do not have a continued interest in the preservation of the Easements. The public will still be able to access the easements in the surrounding properties via the remaining portion of Rhyolite Lane and Deodar Street to the east and to the north via Mountain Drive. The property to the west and south is owned by the applicant and can be accessed via US Highway 50 Alternative. Future development of the site will provide additional access should it be determined that it is necessary at that time.

**Staff Comment**

As previously stated, the LCUD and Roads Departments have both reviewed the proposed abandonment in addition to the Community Development Department. The Finding is met because no County entity has expressed continued interest in preservation of the existing easements.
Executive Summary
Applicant: Microsoft Corporation
APN Numbers: 018-551-03, 081-551-04, 018-552-01, & 018-552-02
Location: The subject abandonment area consists of approximately 671 linear feet of Rhyolite Lane between APN’s 018-551-03, 081-551-04, 018-552-01, & 018-552-02 and an additional 659.5 linear feet of Deodar Street located on a portion of APN 018-552-02. The parcels adjacent to the streets are pending a rezoning request to Neighborhood Commercial.

Background
The subject abandonment area is located adjacent to four (4) parcels (APN’s 018-551-03, 081-551-04, 018-552-01, & 018-552-02) that are northeast of the Silver Springs Airport. The streets within this area were granted to Lyon County in 1987 as a “60-foot-wide non-exclusive easement for public road and utility purposes” (ie – Easement) through the Lincoln Highway Estates subdivision (reference T.M. 110408). Since that time, Rhyolite Lane and Deodar Lane provide access to various parcels in the surrounding area but have not been improved for access, however, an eight-inch sewer line was installed within a portion of the Rhyolite Lane access and utility easement in anticipation of future development. The sewer line terminates approximately at the center of the site near the intersection of all four of the project parcel boundaries. The sewer line connects to an existing sewer line at the intersection of Rhyolite Lane and Elm Street, approximately 680 feet to the east of the project site. The sewer line located within the project site does not currently serve any development, and neither street has been improved to provide access to the surrounding parcels.

Specifically looking at the surrounding parcels and compatibility, the Lyon County Master Plan identifies the parcels within the Silver Springs Suburban Character District with a master plan designation of Commercial (C). The surrounding parcels are currently pending a Zoning Map Amendment (PLZ-2023-002) that will change the surrounding parcels from Recreational Vehicle Park (RVP) and Mobile Home Park (MHP) to Neighborhood Commercial (NC). Pending approval of the zone change, future development of the surrounding parcels is anticipated to be designed in accordance with standards identified within the NC zoning designation of Lyon County Development Code. While this request to abandon portions of the streets supports the zone change, it will not be impacted by the outcome of the pending zoning change.

Project Request
The proposed request is to abandon the entire portion of the Rhyolite Lane Easement (±671 linear feet) between APN’s 018-551-03, 081-551-04, 018-552-01, & 018-552-02 (Refer to Exhibit A-1 Rhyolite Lane in Section 4) and the portion of Deodar Street Easement (±659.5 linear feet) located along the eastern portion of APN 018-553-02 (refer to Exhibit A-1 Deodar Street in Section 4). It should noted that the Deodar Street abandonment only includes 30 feet of the full 60-foot-wide easement and should be considered a half street abandonment as the other 30-foot-wide portion located on the adjacent parcel to the east is not included with this request (refer to Aerial Map 1 & 2 included in Section 3 of this submittal packet).

As noted on Exhibit A-1 in the Rhyolite Lane Legal Description, the Rhyolite Lane Easement runs in an east/west direction terminating at the western boundary of APN 018-551-04 & 018-552-01. The Applicant owns the parcels to the west and does not plan to rely on the Rhyolite Lane Easement for access or utilities as the property has other means of access and can be served by utilities through other points of access.
The Deodar Street Easement runs in a north/south direction providing access from US Highway 50 West up to the intersection with Rhyolite Lane. The portion of the Easement subject to this abandonment request is limited to the 30-foot-wide portion that extends along 018-552-02. Where this portion of the easement reaches the southern boundary of APN 018-552-02, the Easement transitions to the east and does not extend on to APN 015-141-04. The eastern portion of the Deodar Street Easement, as well as the portion of Easement adjacent to 015-141-04 will not be impacted by this request (refer to Exhibit A-1 in the Deodar Street Legal Description).

The intention of this request will improve flexibility in future development of the site. Future access and utilities will be designed based on Lyon County Development Code. Any required access and utility easements will be granted upon development of the project site including providing access to surrounding properties if required.

**Summary of the Site**

**Existing Site Characteristics**
The proposed abandonments, referred to as the project site throughout this document, is generally unimproved with natural vegetation and natural slopes falling from the northwest to the southeast. Two dirt/gravel roads bisect the site, one running diagonally and the other located within a portion of the Rhyolite Lane easement. The portion of Rhyolite Lane located within the easement is an unpaved gravel road and runs east to west between APN 018-551-03 and 018-552-02. The exiting 8-inch underground sewer line is located within this portion of the easement before it terminates. The sewer can be identified by two manholes and a cleanout that is located at the terminus of the sewer line near the center of the Rhyolite Lane Easement. Here the road is intersected with an unimproved dirt road running diagonally across the project site. The remaining Rhyolite Lane easement to the west is natural and undisturbed (see site photos below).

The portion of the Deodar Street Easement located on the project site runs north to south along the eastern boundary of APN 018-552-02. This easement is natural slope and vegetation with no underground utilities. The unpaved dirt road identified as Deodar Street is located entirely within the adjacent property to the east and can still be used as access pending approval of this abandonment.

**Lyon County Master Plan and Zoning**
The project site has a master plan of Commercial (C) and is currently pending approval of a zoning amendment to Neighborhood Commercial (pending approval of PLZ-2023-002). This zoning designation will allow the properties surrounding the abandoned streets to be developed with a mix of commercial uses that can serve the surrounding area (Refer to Existing Zoning Map and Existing Master Plan Map in Section 3 of this submittal packet).

**Utilities**
As noted previously, there is an existing 8-inch underground sewer line located in Rhyolite Lane. This sewer line was installed in anticipation of new development however it is currently not in use. The sewer line terminates generally near the center of the Rhyolite Lane Access Easement near the four corners of the project parcels. Pending approval of this abandonment request, the Applicant will submit an application to Lyon County Utility Department and Nevada Division of Environmental Protection to request approval to abandon existing utilities within the Easement areas which will include the removal of the 8-inch underground sewer line. Pending approval by the various agencies, the sewer line will be capped with a clean-out to the east within the remaining Rhyolite Lane Easement.
Public Services
In terms of public facilities, fire and sheriff service is currently provided by Lyon County, however, this will not be impacted by this request. and is available in the area given the proximity of the subject site to the Silver Springs Airport and other existing development in the general vicinity.
Site Photos

Rhyolite/Deodar Silver Springs
Location Map
Photos Collected November, 2022

WOOD RODGERS
Rhyolite Ln. & Deodar St. Abandonment
Abandonment - Project Description

Photo Location 1: South end of Deodar Street (view north)

Photo Location 2: North end of Deodar (view south)
Rhyolite Ln. & Deodar St. Abandonment
Abandonment - Project Description

Photo Location 3: Manhole within Rhyolite Lane (view east)

Photo Location 4: Rhyolite Lane at terminus of sewer line (view northwest)
Aerial Map 2
Rhyolite/Deodar Abandonment
February 2023

Legend
--- Off-Site Easement Boundary
Deodar Street Abandonment
Rhyolite Lane Abandonment

Mountain Drive
Mineral Court
Rhyolite Lane
Elm Street
US Highway 50 W.

Deodar Street

APN 018-551-04
APN 018-551-03

60 foot width

AAP 018-552-01
APN 018-552-02

30 foot width

APN 018-553-01

APN 015-141-08
APN 015-141-05
APN 015-141-08
APN 015-141-09

60 foot width

30 foot width
May 3, 2023

Lyon County Community Development
27 S Main Street
Yerington NV 89447

Re: PLZ-2023-005

Dear Planning Commission:

This is written to strenuously object to the proposed abandonment of access and utility easements for Rhyolite Lane and Deodar Street. The proposal would severely diminish the value of our adjacent, five acre property at 1095 Rhyolite Lane. It would limit our available options for utility service, as well as cut off our parcel’s access from the north and the west.

Furthermore, from what we can tell from existing maps, the portion of Deodar Street that is proposed for abandonment is actually on our property, APN 018-553-01. See attached aerial view.

Essentially, the granting of the Microsoft application would diminish our property’s value so significantly that it would amount to an inverse condemnation taking which would by law require just compensation.

Please carefully consider our objections before taking any action. Thank you for your attention to this matter.

Very Truly Yours,

KENT WHEELER, VP
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 14.a

Subject: For Possible Action: Appoint a member to the Debt Management Commission as the Member at Large with a term expiring December 31, 2024.

Recommendation:
Appoint __________ to the Debt Management Commission as the Member at Large with a term expiring December 31, 2024.

Summary:
As of May 22, 2023, Deborah Ewing submitted her application for consideration.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Application for Deborah Ewing
Lyon County
Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

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

Contact Information:

Name: Deborah A. Ewing

Address: 174 Shady Grove Lane  Dayton, NV 89403

Phone: 775-246-1174  Email: daewing1174@gmail.com

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

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

List boards or commissions you presently serve on or have served on in the past including dates of service:
None
Education and/or training relevant to the position you are applying for:
Over 35 years of banking experience on the lending side. Served as Vice President of Loan Servicing at Bay View Bank in California. Before retiring, the last eleven years, I served as Commercial and Contruction Lending Supervisor at First Independent Bank in Reno, NV.

Explain briefly why you would like to be appointed to this board or commission:
Now that I'm retired, and have the time, I would like to use the financial expertise I've gained during my career in a way that can help Lyon County.

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

Signature: [Signature]
Date: 5-14-2023

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

Signature: [Signature]
Date: 5-14-2023

Please return the application to:

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

Via email: elopez@lyon-county.org
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023
Agenda Item Number: 14.b

Subject: For Possible Action: Approve a contract with Paul Cavin Architect LLC in the amount of $498,900 for design, construction documents and assistance in the remodel and expansion of the Fernley Justice Court.

Recommendation:

Approve a contract with Paul Cavin Architect LLC in the amount of $498,900 for design, construction documents and assistance in the remodel and expansion of the Fernley Justice Court.

Summary:

The Fernley Justice Court remodel and expansion project has been previously approved to move forward by the Board of Commissioners. The construction cost of the remodel is expected to be approximately 5 million dollars. There are additional costs such as: building permits, architectural design and engineering, connection fees. The total cost of the project is likely to be around $6 million dollars.

Financial Department Comments:

The Board has previously authorized $2,200,000 towards this project out of American Rescue Plan Act funding. $42,000 of this funding was already spent for the conceptual design. There is sufficient funding for this contract in the previously authorized amount. There will need to be additional funds allocated by the Board to fund the construction of this project.

District Attorney Comments:

County Manager Comments:

Attachments:
Contract with Paul Cavin Architect LLC
AGREEMENT made as of the 1st day of June in the year 2023

(Betwen, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Lyon County Board of County Commissioners
27 South Main Street
Yerington, Nevada 89447

and the Architect:
(Name, legal status, address and other information)

Paul Cavin Architect LLC
1575 Delucchi Lane, Suite 120
Reno, Nevada 89502

for the following Project:
(Name, location and detailed description)

Fernley Justice Court Interior Improvements and Expansion
565 East Main Street
Fernley, Nevada 89408

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)


§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Interior improvements and building expansion to the exiting Fernley Justice Court. Additional physical characteristics are defined in the documents referenced in section 1.1.1.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Approximate construction budget of $5,000,000.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
To be determined during the design phases of the design work.

2 Construction commencement date:
To be determined during the design phases of the design work.

3 Substantial Completion date or dates:
To be determined during the design phases of the design work.

4 Other milestone dates:
To be determined during the design phases of the design work.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build with potential phased construction planning.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Josh Poli, CPA
Lyon County Comptroller
County Manager’s Office
27 South Main Street
Yerington, Nevada 89447
jfoli@lyon-county.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined during the design phases of the design work.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

1 Geotechnical Engineer:
The Owner has the liberty of selecting a Geotechnical Engineer of their choice.
The Structural Engineer and Architect recommends Lumaros and Associates.
Contact: Mitch Burns
.2 Civil Engineer:
Not Applicable.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Hazardous Material Consultant
The Owner has the liberty of selecting a Hazardous Material Consultant of their choice.
The Architect recommends Wise Consulting and Training
Contact: Tom Wise

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Paul Cavin, AIA
paul@paulcavin.com
(775) 842-0261
Arlee Fisher, RA
arlee@paulcavin.com
(775) 284-7083

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:
CFBR Structural Group
5425 Louie Lane
Reno, Nevada 89511
(775) 470-1365
Chris Roper, PE/SE

.2 Mechanical Engineer:
Ainsworth Associates Mechanical Engineers
1420 Holcomb Avenue, Suite 201
Reno, Nevada 89502
(775) 329-9100
Alison Hall, PE

.3 Electrical Engineer:
PK Electrical, Inc.
681 Sierra Rose Drive, Suite B
Reno, Nevada 89511
(775) 826-9010
Joey Ganser, PE
§ 1.1.11.2 Consultants retained under Supplemental Services:
None.

§ 1.1.12 Other Initial Information on which the Agreement is based:
Paul Cavin Architect LLC professional services proposal P23034 dated May 16, 2023, attached as Exhibit A.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (§ $1,000,000 ) for each occurrence and Two Million (§ $2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (§ $1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and
excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each employee, and One Million ($1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million ($1,000,000) per claim and Three Million ($3,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming Work, made or given without the Architect’s written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
§ 3.2 Schematic Design Phase Services
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

§ 3.3 Design Development Phase Services
§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and
Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

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Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:
1. conduct a site review to determine the date of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor to Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

<table>
<thead>
<tr>
<th>Supplemental Services</th>
<th>Responsibility (Architect, Owner, or not provided)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1.1 Programming</td>
<td>Previously completed by Architect</td>
</tr>
<tr>
<td>§ 4.1.1.2 Multiple preliminary designs</td>
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</tr>
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<td>§ 4.1.1.3 Measured drawings</td>
<td>Owner provided during programming</td>
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<td>§ 4.1.1.4 Existing facilities surveys</td>
<td>Owner will provide if needed</td>
</tr>
<tr>
<td>§ 4.1.1.5 Site evaluation and planning</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.6 Building Information Model management responsibilities</td>
<td>Not provided</td>
</tr>
<tr>
<td>§ 4.1.1.7 Development of Building Information Models for post construction use</td>
<td>Not provided</td>
</tr>
<tr>
<td>§ 4.1.1.8 Civil engineering</td>
<td>Not provided/Not needed</td>
</tr>
</tbody>
</table>

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### Supplemental Services

<table>
<thead>
<tr>
<th>Section</th>
<th>Services Description</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1.9</td>
<td>Landscape design</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.10</td>
<td>Architectural interior design</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.11</td>
<td>Value analysis</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.12</td>
<td>Detailed cost estimating beyond that required in Section 6.3</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.13</td>
<td>On-site project representation</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.14</td>
<td>Conformed documents for construction</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.15</td>
<td>As-designed record drawings</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.16</td>
<td>As-constructed record drawings</td>
<td>Contractor</td>
</tr>
<tr>
<td>§ 4.1.1.17</td>
<td>Post-occupancy evaluation</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.18</td>
<td>Facility support services</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.19</td>
<td>Tenant-related services</td>
<td>Not provided/Not needed</td>
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<tr>
<td>§ 4.1.1.20</td>
<td>Architect's coordination of the Owner's consultants</td>
<td>Architect/Owner</td>
</tr>
<tr>
<td>§ 4.1.1.21</td>
<td>Telecommunications/data design</td>
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<tr>
<td>§ 4.1.1.22</td>
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<tr>
<td>§ 4.1.1.23</td>
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<td>Contractor (HVAC Commissioning Specification)</td>
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<tr>
<td>§ 4.1.1.24</td>
<td>Sustainable Project Services pursuant to Section 4.1.3</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.25</td>
<td>Fast-track design services</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.26</td>
<td>Multiple bid packages</td>
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<td>§ 4.1.1.27</td>
<td>Historic preservation</td>
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<td>§ 4.1.1.28</td>
<td>Furniture, furnishings, and equipment design</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.1.29</td>
<td>Other services provided by specialty Consultants</td>
<td>Not provided/Not needed</td>
</tr>
<tr>
<td>§ 4.1.1.30</td>
<td>Other Supplemental Services</td>
<td>Not provided/Not needed</td>
</tr>
</tbody>
</table>

### § 4.1.2 Description of Supplemental Services

#### § 4.1.2.1
A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

**Interior Design:** The Architect will perform minor interior design as part of the Construction Documents phases and will coordinate finishes with the Owner. An Interior Design Consultant is not a part of the design team.

Conformed Documents for Construction: The Architect and Consultants will incorporate plan review responses and changes to the drawings and technical specifications as a result of the bidding process.

Telecommunication/Data Design: The Architect and Electrical Consultant will perform and coordinate telecommunications and data design during the Construction Documents phases.

Security Evaluation and Planning: The Architect will coordinate with the Owner through design milestone meetings the need for a functions of security.

#### § 4.1.2.2
A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)
The Owner has provided drawings of the existing building (as-builts) to the Architect during the Programming Phase. These drawings should be sufficient for the design efforts.

Existing Facilities Surveys: It is understood that existing facilities surveys will not be needed, but if they are needed or required, the Architect and Owner will determine the scope of work and fee prior to executing an endorsement to the contract.

Security Evaluation and Planning: The Architect will coordinate with the Owner through the design milestone meetings the need for and functions of security.

FF&E: If needed, the Owner will provide FF&E services. FF&E is basically the selection, purchase, and installation of furniture, furnishings, and equipment.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

.1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
2. Monthly (10-12) visits to the site by the Architect during construction.
3. One (1) review for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
4. One (1) review for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and sit requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.
§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the
Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect’s responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the
Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Owner and Architect waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)
If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of
services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

Instruments of Service will remain property of the Architect.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Four Hundred Ninety Eight Thousand Nine Hundred Dollars and Zero Cents ($498,900.00).

.2 Percentage Basis
(Insert percentage value)

( )% of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)
§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

If additional services are needed or required, they will be discussed with Lyon County and the design team prior to an endorsement to the contract. A fee proposal will be prepared for review and acceptance by Lyon County.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

If supplemental services are needed or required, they will be discussed with Lyon County and the design team prior to an endorsement to the contract. A fee proposal will be prepared for review and acceptance by Lyon County.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>Eighty Seven Thousand Seven Hundred Dollars ($87,700.00)</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>One Hundred Thousand Three Hundred Dollars ($100,300.00)</td>
</tr>
<tr>
<td>50% Construction Documents Phase</td>
<td>Ninety Eight Thousand One Hundred Dollars ($98,100.00)</td>
</tr>
<tr>
<td>100% Construction Documents Phase</td>
<td>One Hundred Thousand Two Hundred Dollars ($100,200.00)</td>
</tr>
<tr>
<td></td>
<td>Fifteen Thousand Nine Hundred Dollars ($15,900.00)</td>
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</tr>
<tr>
<td>Construction Phase</td>
<td>Ninety Six Thousand Seven Hundred Dollars ($96,700.00)</td>
</tr>
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<td>(Row deleted)</td>
<td></td>
</tr>
<tr>
<td>Total Basic Compensation</td>
<td>Four Hundred Ninety Eight Thousand Nine Hundred Dollars ($498,900.00)</td>
</tr>
<tr>
<td>(Row deleted)</td>
<td></td>
</tr>
</tbody>
</table>

(Paragraphs deleted)
§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below. (Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

0 % Zero Percent.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not Applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not Applicable.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ X ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)


.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
(Printed name and title)

ARCHITECT (Signature)
(Paul Cavin, AIA Owner, Paul Cavin Architect LLC
(Printed name, title, and license number, if required)
For Possible Action: Approve the allocation of $3,800,000 to the Dayton Sewer Rolling A Expansion Project from the Local Assistance and Tribal Consistency Fund.

Recommendation:
Approve the allocation of $3,800,000 to the Dayton Sewer Rolling A Expansion Project from the Local Assistance and Tribal Consistency Fund.

Summary:
The County has received funding from Local Assistance and Tribal Consistency Fund (LATCF). This allocation is recommended to replace American Rescue Plan Act (ARPA) Funding that has been appropriated for the Fernley Justice Court Expansion project. Since the LATCF funding will require compliance with the Buy American Act and the ARPA funding does not, this allocation matches the funding subject to the Buy American Act to a project where the Buy American Act is already required. ARPA funding and the Fernley Justice Court Expansion would not be subject to the Buy American Act. Since we have had substantial delays on projects for the Dayton Sewer due to the Buy American Act, this action is recommended.

Financial Department Comments:
This will allow these projects to move forward.

District Attorney Comments:

County Manager Comments:

Attachments:
Meeting Date: June 1, 2023
Agenda Item Number: 14.d
Subject: For Possible Action: Approve the reallocation of American Rescue Plan Act funding by decreasing allocations to the Dayton Sewer projects by $3,800,000 and increasing the allocation to the Fernley Justice Court Expansion by the same amount.

Recommendation:
Approve the reallocation of American Rescue Plan Act funding by decreasing allocations to the Dayton Sewer projects by $3,800,000 and increasing the allocation to the Fernley Justice Court Expansion by the same amount.

Summary:
The Fernley Justice Court Expansion was originally allocated $2,200,000 in American Rescue Plan Act (ARPA) funding, but now is expected to cost approximately $6,000,000. This allocation change will allow for this project to move forward through construction.

Financial Department Comments:
This will allow the Fernley Justice Court Expansion project to move forward. A separate agenda item will address providing replacement funding to the Dayton Sewer Fund from the Local Assistance and Tribal Consistency Fund.

District Attorney Comments:

County Manager Comments:

Attachments:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 1, 2023

Agenda Item Number: 14.e

Subject: For Possible Action: Approve a change order in the amount of $22,556 with Desert Engineering to add additional paving east of the barn at the Fairgrounds from the American Rescue Plan Act funding.

Recommendation:

Approve a change order in the amount of $22,556 with Desert Engineering to add additional paving east of the barn at the Fairgrounds from the American Rescue Plan Act funding.

Summary:

The Board has previously allocated a total of $220,800 for the replacement asphalt at the Fairgrounds. Facilities is recommending that we also include sidewalk and paving on the east side of the barn, which wasn’t included in the original plan. The proposed change order will allow for better ADA access at the Fairgrounds.

The bucking chute project at the Fairgrounds is expected to be significantly below the amount allocated, so there will be about $35,000 in budget savings as well.

Financial Department Comments:

The funding is recommended from the American Rescue Plan Act allocation. There is sufficient amounts available for this change order and I recommend approval.

District Attorney Comments:

County Manager Comments:

Attachments:

Change Order
# CHANGE ORDER REQUEST

**PROJECT:** LYON COUNTY FAIRGROUNDS DRAINAGE  
**PROJECT No.:** 230111  
**OWNER:** LYON COUNTY FACILITIES  
**DATE:** 05/19/23

## CHANGE ORDER REQUEST NO. 001

| FROM: | TO: Doug Homestead  
Desert Engineering, Inc | Lyon County |
|-------|-----------------|

### FROM PRIME CONTRACTOR:

**Name of Change Order:** Additional Paving requested east of existing barn

### Description of work to be performed:

Lyon County requests additional work to be performed under the original contract, the unit prices from original bid are used. Site Grading and Demolition prices are pro-rated based upon tonnage and square footage.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>35 TONS</td>
<td>3&quot; Asphalt Cement</td>
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<td>$7,700.00</td>
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<td>40 TONS</td>
<td>4&quot; Aggregate Base</td>
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<tr>
<td>1 LS</td>
<td>Demolition</td>
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<tr>
<td>552 SF</td>
<td>4&quot; Sidewalk</td>
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<td>$9,936.00</td>
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### ADD +5 CONTRACT DAYS

**Total Amount of Change Order:** $22,556.00

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<thead>
<tr>
<th>The Original Contract Sum was:</th>
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<tr>
<td>The Contract Sum after previous Change Orders:</td>
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<tr>
<td>The Contract Sum after this Change Order:</td>
<td>201,598.00</td>
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</table>

Contractor Signature:  
Owner Signature:  

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