LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, AUGUST 03, 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 Mitch Forster of the Mason Valley Southern Baptist

3. Pledge of Allegiance

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

5. For Possible Action: Review and Adoption of Agenda

6. Presentation of Awards and/or Recognition of Accomplishments

7. Commissioners/County Manager Reports

8. Elected Officials Reports
   8.a. For Report Only: Dayton Justice Court Statistics
   8.b. For Report Only: Canal Township Justice Court Statistics Report

9. Appointed Officials Reports

10. Advisory Board Reports
   10.a. For Report Only: Silver Springs Advisory Board

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

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


11.d. For Possible Action: Approve the minutes from the Board of County Commissioners meeting on July 6, 2023

11.e. For Possible Action: Approve the minutes from the Board of County Commissioners meeting on June 15, 2023

11.f. For Possible Action: Approve a three year contract between NCIC Communications and the Lyon County Sheriff’s Office for inmate phone services.

11.g. For Possible Action: Approve to enter into an MOU between the Bureau of Land Management and the Lyon County Sheriff’s Office for the increased protection of persons and property on the public lands and roads administered by the United States Department of the Interior.

11.h. For Possible Action: Approve the inter-local contract for Child Protective Services between Nevada Department of Health and Human Services, Division of Child and Family Services, and Lyon County in the amount of $803,591 for FY24 and $829,959 for FY25.

11.i. For Possible Action: Accept FY24 agreement from Nevada Department of Business & Industry Housing Division, to use for Low-Income Housing Welfare Set-Aside funds, in the amount $27,401.56, to provide homeless prevention services to Lyon County.

11.j. For Possible Action: Accept an amendment to the grant award from Nevada Department of Business & Industry, Housing Division for FY2020, for the Emergency Solutions Grant – CARES, to provide emergency shelter operations, homeless prevention, and rapid rehousing services to homeless persons and families who are at risk of homelessness, increasing the amount from $66,310 to $70,578.

11.k. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Division of Child & Family Services for FY2024, in the amount of $54,338.00, with a County match of $18,112.00, for the Family Support Program.

11.l. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Director’s Office, for FY2024, in the amount of $39,105.00, with a County match of $3,910.00, for the Family Resource Center (FRC).

11.m. For Possible Action: Approve a United We Stand (UWS) grant through the Nevada State Emergency Response Commission (SERC) in the amount of $38,000 for law enforcement, fire/EMS to respond to threats of active assailant/mass casualty incidents within Lyon County, and to allow the Emergency Manager Taylor Allison to sign the grant award.

12. PUBLIC HEARING ON PLANNING ITEMS – (ACTION WILL BE TAKEN ON ALL ITEMS)

12.a. For Possible Action: To approve the request for a Major Variance from George Thanash to allow an accessory building to be located less than one-hundred (100) feet from an adjacent road in the RR-20 (Rural Residential-20 acre minimum) zoning district on a 40.89 acre parcel located approximately five-hundred (500) feet to the southwest of the intersection of Hoye Canyon Road and State Route 208 at 54 Hoye Canyon Road in Smith Valley (APN 10-631-29) PLZ-2023-035.
12.b. For Possible Action: To approve the request for a Master Plan Amendment from Mark and Sheryle Jones to amend the Master Plan designation from Agriculture to Rural Residential on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-020.

12.c. For Possible Action: To approve the request for a Zoning Map Amendment from Mark and Sheryle Jones to amend the Zoning Map designation from Title 10 district of RR-5 (Fifth Rural Residential - 20 acre minimum) to the Title 15 district of RR-5 (Rural Residential - 5 acre minimum) on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-021.

12.d. For Possible Action: To approve the request for a Conditional Use Permit from Mr. Darrell Bluhm of Lyon County School District to allow a bus yard, commercial coach office building, vehicle maintenance building, bus fueling station and an employee parking area at an existing Educational Facility in the RR-5 (Rural Residential - 5 acre minimum) zoning district on a 60-acre parcel generally located to the southeast of the intersection of Spruce Avenue and Topaz Street in Silver Springs (APN 15-131-26) PLZ-2023-031.

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

13.a. For Presentation Only: A presentation from the Utilities Engineer on the status of the Utilities Department projects (Kishora Panda).

13.b. For Possible Action: Authorize the board chair to sign letters of support for the Utilities Department to submit grant applications for water and sewer projects to the Nevada Water Conservation and Infrastructure Initiative through the Department of Conservation and Natural Resources (David Bruketta).

13.c. For Possible Action: Approve the Outdoor Festival Application for Jason D. Seleski & Genevieve R. Seleski, dba Pig Fest, to be held on September 1st and 2nd, 2023, in Dayton NV, and subject to the permit conditions 1-16 in the staff report.

13.d. For Possible Action: Review and adopt a resolution requesting the Nevada Department of Transportation reduce the speed limit from 60 to 45 miles per hour on Highway 50 in Dayton from Fortune Drive to La Fond Avenue. (Requested by Comm. Hendrix)

13.e. 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 23-15.

13.f. For Possible Action: 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. (Requested by Comm. Henderson)


13.h. For Possible Action: Appoint a member to the Dayton Regional Advisory Board with a term expiring December 31, 2023.

13.i. For Possible Action: Acknowledge resignation from Shawn Keating from the Lyon County Planning Commission.

14. **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
15. **Commissioner Comments**

16. **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.

17. **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.

18. **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: August 3, 2023
Agenda Item Number: 8.a
Subject: For Report Only: Dayton Justice Court Statistics

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
June Statistics Report
### Nevada Trial Courts

**Court:** DAYTON JUSTICE COURT  
**Date:** 6/1/2023 to 6/30/2023  
**Court ID:** J031102  

#### Criminal Case Dispositions
*Dictionary p. 13-16*

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#### Trial Dispositions

**Bench Trial**

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

**TOTAL BENCH TRIAL DISPOSITIONS**

**Jury Trials**

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

**TOTAL JURY TRIAL DISPOSITIONS**

**Other Manner of Disposition**

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

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### Trial Dispositions

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

**TOTAL BENCH TRIAL DISPOSITIONS**

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

**TOTAL JURY TRIAL DISPOSITIONS**

**Other Manner of Disposition**

**GRAND TOTAL DISPOSITIONS**

---

Nevada AOC - Research and Statistics Unit

Report generated on: 7/9/2023

Form RS-301 Rev 06/2008
### Criminal Case Dispositions

#### Non-Trial Dispositions

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#### Other Manner of Disposition

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**GRAND TOTAL DISPOSITIONS**

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

### Criminal Caseload

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### Criminal Caseload

**District & Justice Court Case Types (cont'd) - Gross Misdemeanors**

(Dictionary p. 1-4)

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<td><strong>6 Placed on Inactive Status</strong></td>
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To be completed at a later date
### Justice (cont'd)/Municipal Court Case Types - Misdemeanors (Dictionary p.4-6)

<table>
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<th>Case Type</th>
<th>Crime Against Persons</th>
<th>Domestic Violence</th>
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<th>Protection</th>
<th>Ordinance Violation</th>
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<th>Drugs</th>
<th>Weapons</th>
<th>Public Order</th>
<th>Other Non-Traffic</th>
<th>Motor Vehicle - Dui</th>
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**Notes:**
- To be completed at a later date

(Report generated on: 7/9/2023)
### Additional Criminal Caseload Statistics (p. 6)

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<td>Graphic Charges</td>
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### Death Penalty (Rule 250) Statistics

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<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>Search Warrants Requests</td>
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### Preliminary Hearing Continuances

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<td>Defendant Request (pro per)</td>
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<tr>
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<td>Other</td>
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### Total Prelim Hearing Continuances

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### Trial Continuances

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<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Court Need</td>
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</tr>
<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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<tr>
<td>Other</td>
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### Total Trial Continuances

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Prepared by: [Signature]

Approved by: [Signature]
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<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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<tr>
<td>Landlord/Tenant Case (Summary Ejection)</td>
<td>Unlawful Detainer (Writ of Restitution)</td>
<td>Other Real Property Case</td>
<td>Auto Negligence Case</td>
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<td>Intentional</td>
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<td>Misconduct Case</td>
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<td>Other Tort Case</td>
<td>Other Tort Case</td>
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<td>Credit Card Collection Case</td>
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<td>Payday Loan Collection Case</td>
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<td>Debt Collection Case</td>
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<td>Other Debt Collection Case</td>
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<td>Contract Case</td>
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<td>Other Contract Case</td>
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<td></td>
<td>Request for DV Protection Order</td>
<td>Request for Protection Order (Non-DV)</td>
</tr>
</tbody>
</table>

1. Begin Pending
   a. Active
   b. Inactive

2. New Filings
   14 0 0 0 0 0 0 0 13 0 0 0 0 2 0 0 0 0

3. Reopened
   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

4. Reactivated
   8 16

5. Dispositions (Entry of Judgment)
   a. Original
   4 0 0 0 0 0 0 0 14 0 0 0 0 1 0 0 0 0

6. Placed on Inactive Status
   7 15

7. End Pending
   a. Active
   b. Inactive

8. Set for Review

<table>
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<th>Additional Civil Caseload Statistics (Dictionary, p.28-29)</th>
<th>Limited Jurisdiction Courts Only</th>
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<tr>
<td>Civil Writs (Related to an Existing Case)</td>
<td>Requested/Required Civil Case</td>
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<td>Required/Bonded Civil Case</td>
<td>Jury Trials</td>
</tr>
<tr>
<td>Non-Jury (Baseball) Trials</td>
<td>Satisfaction of Judgment</td>
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<tr>
<td>Inmate Requests/Filings</td>
<td>Contempt and Preliminary Injunctions</td>
</tr>
<tr>
<td>Trespass to Property (Evidence)</td>
<td>Removal of Judgment</td>
</tr>
<tr>
<td>Order to Seal Records</td>
<td>Sexual Assault Protection Orders</td>
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<tr>
<td>Request for Extended DV Protection Orders</td>
<td>Request for Extended Protection Orders (Non-DV)</td>
</tr>
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| 3 | 0 | 0 | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
### Civil Statistics Reporting Disposition Worksheet

**Court:** DAYTON JUSTICE COURT  
**Date:** 6/1/2023 to 6/30/2023  
**Court ID:** J031102  
**Prepared by:**  
**Approved by:** ANGELICA M.

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

<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>
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</thead>
<tbody>
<tr>
<td></td>
<td>Landlord/Eviction Case</td>
<td>Physical Injuries Case</td>
<td>Other Real Property Case</td>
<td>Negligence Case</td>
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<tr>
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<td>0</td>
<td>0</td>
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<tr>
<td>Voluntary Dismissal</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Involuntary Dismissal</td>
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<td>0</td>
</tr>
<tr>
<td>Transferred (before trial)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Judgment on Arbitration</td>
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<tr>
<td>Stipulated Dismissal</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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#### Non-Jury (bench) Trial Dispositions

| Disposed After Trial Start (bench trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Judgment Reached (bench trial)          | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Bench (Non-Jury) Trial Dispositions** | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

#### Jury Trial Dispositions

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

#### Protection Orders Dispositions

| Denied without Hearing | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Granted without Hearing | 5 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Denied with Hearing | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Granted with Hearing | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Protection Order Dispositions** | 6 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

#### Grand Total Dispositions

| 4 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |

**Nevada AOC - Research and Statistics Unit**

**Report generated on:** 7/11/2023

**Form RS-301 Rev 3.3**
Civil High Risk Orders Report
Court: DAYTON JUSTICE COURT Court ID: J031102
For Dates Between: 6/1/2023 And 6/30/2023

<table>
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<th>Caseload Worksheet</th>
<th>Disposition Worksheet</th>
<th>Statistics Worksheet</th>
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<td>Other Manner of Disposition: 0</td>
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<td>Reopened: 0</td>
<td>Voluntary Dismissal: 0</td>
<td>Extended High Risk P/O Denied: 0</td>
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<tr>
<td></td>
<td>Involuntary Dismissal: 0</td>
<td>Extended High Risk P/O Other: 0</td>
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<tr>
<td></td>
<td>Transferred (before trial) 0</td>
<td>High Risk P/O Leo: 0</td>
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<td></td>
<td>Denied Without Hearing: 0</td>
<td>High Risk P/O Family: 0</td>
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<td></td>
<td>Granted Without Hearing: 0</td>
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<td>Denied With Hearing: 0</td>
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<tr>
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<td>Granted With Hearing: 0</td>
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</table>
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 8.b

Subject: For Report Only: Canal Township Justice Court Statistics Report

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

June Statistics Report
To: Lyon County Commissioners  
    Andrew Haskin, County Manager  

From: Lori Matheus, Justice of the Peace  

Date: July 18, 2023  

Subject: FY 2022/2023 Statistics for Canal Township Justice Court  


If you have any questions, please feel free to contact me.
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<thead>
<tr>
<th>Account</th>
<th>Prior Collections</th>
<th>Collections This Period</th>
<th>Year To Date Collections</th>
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<td>168,413.42</td>
<td>11,705.00</td>
<td>180,118.42</td>
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</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
<table>
<thead>
<tr>
<th>Account</th>
<th>Acct. #</th>
<th>Prior Collections</th>
<th>Collections this Period</th>
<th>YTD Collections</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$572.00</td>
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<td>AA FEE - STATE AOC</td>
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<td>$3,109.00</td>
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<td>$1,010.00</td>
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<td>$1,430.00</td>
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<td>COMMUNITY SERVICE FEE</td>
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<td>DEMERIT RED. FEE - STATE</td>
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<td><strong>$31,285.00</strong></td>
<td><strong>$11,800.00</strong></td>
<td><strong>$43,085.00</strong></td>
</tr>
</tbody>
</table>

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
Approved by State Board of Accounts for LYON County - 2023

To Auditor of LYON County, NEVADA
Collecting for Period: 05/31/2023 thru 06/30/2023

<table>
<thead>
<tr>
<th>Account</th>
<th>Prior Collections</th>
<th>Collections This Period</th>
<th>Year To Date Collections</th>
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</thead>
<tbody>
<tr>
<td>3F DOMESTIC VIOLENCE #(30429)</td>
<td>35.00</td>
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<td>35.00</td>
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</tbody>
</table>

Totals: 35.00 0.00 35.00

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.

CLAIR C. TAPE
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: 31

<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>$5,515.00</td>
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</tr>
<tr>
<td>Dollar amount collected:</td>
<td>$3,485.00</td>
<td>63.19%</td>
</tr>
<tr>
<td>Dollar amount waived/suspended:</td>
<td>$1,984.00</td>
<td>35.97%</td>
</tr>
<tr>
<td>Dollar amount of jail time served credit given:</td>
<td>$2,580.00</td>
<td>46.78%</td>
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<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>$8,049.00</td>
<td>171.76%</td>
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</table>

<table>
<thead>
<tr>
<th>Dollars Collected</th>
<th>Percentage Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-30 Days:</td>
<td>$2,685.00 77.04%</td>
</tr>
<tr>
<td>31-60 Days:</td>
<td>$310.00 8.90%</td>
</tr>
<tr>
<td>61-90 Days:</td>
<td>$130.00 3.73%</td>
</tr>
<tr>
<td>91-120 Days:</td>
<td>$260.00 7.46%</td>
</tr>
<tr>
<td>Over 120 Days:</td>
<td>$100.00 2.87%</td>
</tr>
<tr>
<td>Total:</td>
<td>$3,485.00 100.00%</td>
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</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>
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<tbody>
<tr>
<td>0-30 Days:</td>
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<tr>
<td>31-60 Days:</td>
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<td>$1,105.00</td>
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<tr>
<td>61-90 Days:</td>
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<td>$1,560.00</td>
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<tr>
<td>91-120 Days:</td>
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<tr>
<td>Over 120 Days:</td>
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<td>Total:</td>
<td></td>
<td>$78,610.05</td>
<td>100.00 %</td>
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Note: The amounts above exclude restitution and bail holding. The percentage is calculated by amount outstanding divided by the grand total of amount outstanding.
## Canal Township Justice Court
### Statistics FY 22/23

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<tbody>
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| TOTAL CASE COUNT BY AGENCY     | 85     | 88     | 97     | 105    | 64     | 86     | 82     | 84     | 83     | 46     | 92     | 79      | 992      |

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 10.a

Subject: For Report Only: Silver Springs Advisory Board

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Letter of Transmittal
Meeting Date: 7/10/2023

Advisory Board: Silver Springs

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

Board of Commissioners X, (and/or) Planning Commission X

Agenda Item:
For Discussion Only: Silver Springs resident(s) road concerns

Recommended Motion and/or Report:
For the past few months, several Silver Springs community members have attended the Advisory Board meetings to bring up concerns of various roadways in our area. Please see supporting email

Advisory Board or Public Concerns:
Community members have questions regarding who is responsible for road maintenance, how to confirm if a road is county maintained, if it is not county maintained what steps they can take to address concerns, how to communicate with the appropriate parties to have their concerns addressed

Submitted By: Katie Baker- Secretary
Hello Katie,
A little late, but as promised, below are questions and concerns of local residents of the Ruby Avenue vicinity. We are hoping to hear some resolution from Dustin Homan at the next meeting of the Community Advisory Board. We recognize the efforts recently put forth by the County towards areas where emergency actions have needed to take precedence. We are hoping that our concerns can be addressed amicably and with a “can-do” attitude – if not by the Roads Department, perhaps with the consent of higher levels of management within the County.

1. Shouldn’t the public be able to expect the courtesy or acknowledgement of calls made to the Roads Department, even during periods of County emergency actions? If the Roads Department is not adequately staffed to provide return/acknowledgement calls, could the County Manager provide some temporary assistance from other Lyon County personnel assets?

2. The last flooding event that started within the Virginias and worked its way down towards the USA Parkway traffic circle before heading East towards the NDOT maintenance facility and subsequently the Harvey Ditch, succeeded in opening a subsidence on Ruby Avenue, just north of the first cattle guard at Highway 50. Usually residents are able to safely negotiate this area of the road by driving on the West side of Ruby Ave. However, when large commercial tractor trailers stop and park at that location while waiting for heavy equipment to return from the Eagle Ridge vicinity, residential traffic is forced to drive dangerously close to the subsidence. Filling in the subsidence would go a long way towards alleviating this safety concern.

3. On the County Roads register, Ruby Avenue is defined a county non-maintained road between Highway 50 and Curtis street (marked by a second cattle guard crossing Ruby about 1.25 miles from Highway 50). The County does not further designate or define Ruby Ave as it continues to meander from Curtis Street to the top of Eagle Ridge, especially the portion of the road that reenters residential properties 0.5-1.5 miles North of Curtis Street. However, Lyon County does have an agreement with BLM allowing for multi-year maintenance by Lyon County to Ruby Avenue – presumably the portion of Ruby Avenue not recognized on the Roads register.

4. Can the definition of Ruby Avenue be changed on the Roads register to reflect all of its residential areas?

5. If BLM authorizes commercial business(es) to perform maintenance/Improvements to Ruby Avenue within the BLM boundaries, might the County extend that authorization by permitting the business entity to perform maintenance/repairs to Ruby Avenue within the residential areas that it crosses? If authorization is a concern, would the County consider “sub-contracting” its BLM-Ruby Avenue maintenance for no cost/$1?

6. Dramatic increase in use of non-maintained roads, especially by organizational entities, has a serious and deleterious impact on the road’s surface. Developers such as Microsoft and other potential users/abusers of the road should be made aware of the potential damage their transiting vehicles might cause, AND be expected to perform periodic maintenance during use (not just after they’ve finished their job(s)). If an organization such as Newcrest Mining approaches the County with funding, men and suitable equipment, and desires to perform road maintenance and improvements to the road it has been using, shouldn’t the County welcome their efforts? Would the County be willing to provide said authorization, perhaps with the stipulation that work could be inspected by the County?

7. Is a round table discussion of any/all of the above a better option than a public discussion within a Community Advisory Board meeting?

Thanks for listening, and we hope for progress.

Doug Bennett
(775) 721-0480 (cell)
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 11.a
Subject: For Possible Action: Review and accept travel claims.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Travel Claims 6/16/23 to 6/30/23 Travel Claims 7/1/23 to 7/15/23
# Lyon County Travel Report
## June 16-30, 2023

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 11.b

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

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

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

**BANK ACCOUNTS AND PETTY CASH**

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## LYON COUNTY BALANCE

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

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## SUMMARY

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## BANK ACCOUNTS AND PETTY CASH

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<td>Carson Water Sub-Conservancy District</td>
<td>8,671.61</td>
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<tr>
<td>Dayton Valley Ground Water</td>
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<tr>
<td>Smith Valley Artesia</td>
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<tr>
<td>Mason Valley Artesia</td>
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<tr>
<td>Churchill Valley Ground Water</td>
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<tr>
<td>Truckee Carson Irrigation District</td>
<td>2,949.09</td>
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<tr>
<td>Fernley Ground Water</td>
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<td></td>
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<tr>
<td>Brady Hot Springs Ground Water</td>
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<tr>
<td>Lyon County School District</td>
<td>190,912.48</td>
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<td>Subtotal</td>
<td>823,397.92</td>
<td>159,662.28</td>
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<td>Lyon County</td>
<td>3,018,361.13</td>
<td>1,604,761.24</td>
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<td>Trust &amp; Agency</td>
<td>823,397.92</td>
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<td>TOTAL</td>
<td>3,841,759.05</td>
<td>1,764,423.52</td>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 11.c


Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
- Quarterly Detention Report 6/19/23
LYON COUNTY DETENTION FACILITY QUARTERLY INSPECTION CHECKLIST (NRS 211.020)

NRS 211.020 The board of county commissioners:
1. Is responsible for building, inspecting, and repairing any county or branch county jail located in its county.
2. Once every 3 months, shall inquire into the security of the jail and the treatment and condition of the prisoners.
3. Shall take all necessary precautions against escape, sickness, or infection.

Sheriff: **Brad Pope**

Detention Facility Administrator: **Lt Bixby**
Maximum Capacity: **186 beds**
Detainee Population: **93** (as of date of inspection)
Number of Full Time Detention Deputies: **16** (as of date of inspection)
Date Detention Facility Last Inspected by Independent Professional: **06/21/2022**
Name of Inspection Company: **Medical Liability Insurance Adjuster**

**Inspection Date:** 6/19/2023  **Time:** 1430  
**Inspected by:** David-Hockaday  **Title:** Lyon County Commissioner

Signature: [Signature]  Date: 6/19/2023

---

**Inspection Date:**  
**Inspected by:**  
**Signature:**  
**Date:**

**Inspection Date:**  
**Inspected by:**  
**Signature:**  
**Date:**

Date of last Fire Inspection:  
Date of last Fire Drill: / /  
Date of last Health Inspection:  

Agency:

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Rev. 2/1/22
## INSPECTION

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SUFFICIENT</th>
<th>OF CONCERN</th>
<th>COMMENT</th>
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<tbody>
<tr>
<td>1. Detainee Space Allotment</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. General Housekeeping</td>
<td>X</td>
<td></td>
<td>Excellent</td>
</tr>
<tr>
<td>3. Detainee Welfare/Surveillance</td>
<td>X</td>
<td></td>
<td>Additional Cameras installed and protective housing in suicide cell</td>
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<tr>
<td>4. Food Service</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Detainee Grievances</td>
<td>X</td>
<td></td>
<td>Computerized on kiosk and upgraded to NCIC company</td>
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<tr>
<td>6. Fire Extinguishing Equipment</td>
<td>X</td>
<td></td>
<td>Sprinkler heads still being damaged by inmates</td>
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<tr>
<td>7. Lighting</td>
<td>X</td>
<td></td>
<td>Progress on updates and budgeting</td>
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<tr>
<td>8. HVAC Equipment</td>
<td>X</td>
<td></td>
<td>IT room overheated, no damage, corrective action taken</td>
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<td>9. Plumbing And Water Supply</td>
<td>X</td>
<td></td>
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<tr>
<td>10. Personal Hygiene and Toilet Facilities</td>
<td>X</td>
<td></td>
<td>Complaints about water saving/safety system</td>
</tr>
<tr>
<td>11. Vermin and Pest Control</td>
<td>X</td>
<td></td>
<td>Occasional ant problems</td>
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<tr>
<td>12. Medical and Mental Care</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Facility Policies: current, staff trained, and training documented</td>
<td>X</td>
<td></td>
<td></td>
</tr>
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</table>
Meeting Date: August 3, 2023
Agenda Item Number: 11.d
Subject: For Possible Action: Approve the minutes from the Board of County Commissioners meeting on July 6, 2023

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
The Honorable Board of Lyon County Commissioners met this day, Thursday, July 06, 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:
Via Zoom:

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

3. Pledge of Allegiance

4. Public Participation

James Kinninger from Smith Valley reported on excess water on the road during storms. This has been going on for years and he would like this item added to the agenda for discussion and action.

Peter Hanson also from Smith Valley commented on the ongoing problem with run off on Day Lane flooding upper Colony and their mail boxes several times a year. Day lane needs to be updated with drainage and chip seal. Mr. Hanson stated they just get excuses on why these things cannot be done and stated that updates need to be done.

5. For Possible Action: Review and Adoption of Agenda

Commissioner Jacobson moved to adopt the agenda with items 12.e, 12.f and 12.r to be heard separately, seconded by Commissioner Henderson.

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

6. Time Certain

6.a. Time Certain for 9:00 AM - For Presentation Only: Recognize employees who hit service milestones with Lyon County.

Human Resources Director Amy Hagen and Amanda Ortiz recognized the following employees who hit the following service milestones in the previous year: 5, 10, 15, 20, 25, or 30 years of service:

Five years: Erin Lopez, Andrew Ritchson, Ted Ziegenfuss, Steve Carey, Lisa Tilley, Justin Ryan, Elena Rodarte, David Moretto, Marcia Filipas, Carmela Reed, Nicholas Schunke, Lucrecia Carrillo, Jenna Dykes, Sean Bristow, David Bruketta, Katlin Brown, Brandon Bellows, Julie Kleinschmit, Mirian Zarazua, Rachel Neiswonger, Alexandra Johnson, Shannon Juntunen

Ten years: Jeff Warden, Christopher Hoffert, Brian Haslem, Robert Hastings, Jacek Sobol, Jason Webb, Candis Rogers, Teeresa Wilson
Fifteen years: Joe Wilson, Chris Bixby, Blaine Manz, Nicole Kusmerz, Sean Shannon, Hazen Adams, Martha Tapia

Twenty years: Lynn Evans, Ryan Powell, Jennifer Thomas, Kelly Wilson

Twenty five years: Beth Pittman, Erin Singley and Bridget Hill.

6.b. Time Certain at 10:00 AM - For Presentation Only: A report to be given for the Community Development Block Grant (CDBG), opening for applications for the FY 2024-2025.

County Manager Andrew Haskin gave a presentation on the Lyon County Community Development Block Grant open application cycle for 2024- 2025. The program provides communities with opportunities for resources to address development needs within the low to moderate income areas. He stated there was a typo and the correct amount is $3.4 million dollars statewide, not just for Lyon County.

The Lyon County Board of Commissioners will hear presentations on potential CDBG applications at the Sept. 7, 2023 meeting.

Only two application from Lyon County and two from other Counties can be approved totaling four application submissions for CDBG Funds.

Written comments may be directed to the Lyon County Manager’s Office, 27 South Main St., Yerington, NV 89447. You may contact Erin Lopez at 775-463-6531, or via email at elopez@lyon-county.org.

Comm. Keller questioned that due to the new Open Meeting Law would applicants have to run this by Open Meeting Law because they are getting State funds. Mr. Haskin stated he would have to refer that to the District Attorney’s Office.

7. Presentation of Awards and/or Recognition of Accomplishments

There were none.

8. Commissioners/County Manager Reports

Comm. Hendrix attended the Carson Water Sub-conservancy District meeting and took a tour of the Donovan Mill in Silver City, attended the opening of Station 32 fire station, the Lyon County School Board meeting, the NACO Public Lands meeting, the Fourth of July celebration in Fernley and the Stagecoach Advisory Board meeting.

Comm. Henderson attended the NACO Public Lands Natural Resources meeting and their Board of Directors meeting. He reported that Utah is putting a value on public lands which has not been able to be done before. There are several different initiatives going on now so there may be better relationships with the Federal Government. He also attended the Dayton Valley Conservation District meeting and took a tour of the district facilities and reminded everyone that registration for the NACo national conference is now open.

Comm. Keller attended the Carson Water Sub-conservancy District meeting, NACO Public Lands Natural Resources meeting and their Board of Directors meeting and attended Fernley Fourth of July events.

Comm. Jacobson attended the Fernley City Council meeting, participated in the North Lyon Cadet Program fundraiser and thanked Mr. Richardson, Chief Nichols and the Dayton Valley Country Club for hosting. He attended the room tax meeting, hats off to NITC for their unselfish gesture during the meeting and attended the Fernley Fourth of July events and thanked all the organizers of the events.
Com. Hockaday responded to an email from Senators Rosen and Masto who have forwarded eight projects to the Senate Finance Committee. If the County were to receive all the money it would total around $20 million for the County for items that need done around the County. He attended the Smith Valley Advisory Board meeting regarding the pros and cons of development in Smith Valley, compliments to the Smith Valley Conservation District tour and urged the public to take a tour.

Comm. Hockaday thanked Mr. Homestead for his work on the Smith Valley Cemetery and the new info available on the County website. He also thanked the Smith Valley Rotary for all the work they have done at the cemetery.

County Manager Andrew Haskin stated the flows on the Walker River have stabilized. The warm weather next week could create a little peak but it isn’t expected to be as high as in the past. Community Development and Human Services are working with residents that were displaced due to flooding. He attended an NDOT meeting on the highway 50 pavement revitalization project. He also reminded everyone that the second meeting in July is canceled due to the NACO conference and the next meeting will be Aug 3, 2023. He has also been working with community development on code enforcement.

Comm. Hockaday thanked staff for their help for people displaced from their homes due to the flooding.

9. **Elected Officials Reports**

Sheriff Brad Pope thanked the Sheriff’s office employees and County employees for their tenure. Sheriff Pope reported that things are going smoothly and response times are better than they were in the past. Fernley Fourth of July events went well. The Sheriff’s Department captured the greased pig. The Junior Deputy Program will hold its first class this Saturday in Dayton. They will swear in four Junior Deputies. Uniforms were purchased for the Junior Deputies through the First Responder Benefit Donation so it doesn’t cost the kids anything to participate. The Sheriff’s office are partnering with the Boys and Girls Club to purchase 4000 backpacks for students for the upcoming school year. The Sheriff’s Office software application will be up and running to the public on the July 7, 2023.

Comm. Hockaday stated he did the jail inspection and it was good as usual. He asked if there have been very many applications for the Volunteer In Police program. Sheriff Pope stated there have been 15 new volunteers.


- CRIMINAL AND CIVIL STATISTICS


- JUNE 2023 STATS REPORT

9.c. For Report Only: Technology Fee Report for FY 2023-24 from Lyon County Clerk Treasurer.

10. **Appointed Officials Reports**

Facility Director Doug Homestead gave an update on the District Court remodel project. The Hillcrest Cemetery records are now online and he hopes to get all the Lyon County Cemeteries online in the future.

Human Services Director Shayla Holmes reported they are doing homeless outreach the fourth Thursday of every month to educate homeless individuals to live safely, legally, stay healthy and urge them to get connected with services that can help them find housing that fits their needs. She also urged the Board to register for the poverty simulation on July 28th in Silver Springs which allows participants to live the life of an individual in poverty for an
Comptroller Josh Foli reported the audit for yearly financial statements has started. It is time for a ¼ cent sales tax implementation. Mr. Foli and Mr. Homestead met with the architect on the Fernley Justice Court. There is a fourteen month expected time frame for the project.

Community Development Director Louis Cariola introduced the new Planning staff. Shawn Keating is the new Plans examiner and Lisa Nash is the new Senior Planner.

**11. Advisory Board Reports**

11.a. For Report Only: Dayton Regional Advisory Board Letter of Transmittal

Dayton Regional Advisory Board presented a request to forward a recommendation to the Board of County Commissioners to reach out to the Governor, and/or NDOT to have the speed limit lowered to 45 miles per hour in both directions on HWY 50 between LaFond Ave and Fortune Drive.

**12. CONSENT AGENDA**

Comm. Keller requested 12.e. and 12.f. be pulled from the agenda to heard separately. Russ Wright requested that 12.r. be pulled and heard separately also.

Commissioner Jacobson moved to adopt, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0

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

NAY:

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

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

12.c. For Possible Action: Accept the donation of a 2023 Carry-On trailer for the Lyon County Sheriff’s Office, specifically to be used by the K9 Division.

12.d. For Possible Action: Allow the Sheriff’s Office to accept the Office of Criminal Justice Assistance Grant Award for $29,950 to will cover the purchase of night vision goggles for the SWAT team.

12.e. For Possible Action: Approve the acquisition of materials and installation of fencing with Park Construction Tax monies not to exceed $16,000 to keep horses out of the park in Silver City.

Heard together with 12.f. District Attorney Steve Rye stated they need to be heard separately and voted on separately. Comm. Keller requested that more info would be included in their packets such as where items are in the master plan and a report at the beginning of the year or maybe at the end of the year. He would like to know what the public has asked for. Doug Homestead stated that all the park equipment is falling apart and needs to be replaced. They are trying to do the worst ones first. The fencing is just knocked over by horses so they are installing horse-proof fencing. Comm. Keller questioned if putting the fencing in the same place is a good idea or will they just have to move it later. He wants what is going on with the parks to be more visible.

Comm. Hockaday questioned if assembly cost and final inspection was included in the cost. Mr. Homestead stated it is.
There was no response to the call for public comment.

Commissioner Keller moved to approve, seconded by Commissioner Henderson.

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

12.f. For Possible Action: Approve the acquisition of materials and installation of new upgraded playground equipment for the Mark Twain Park with Park Construction Tax funds not to exceed $90,000.00. Award bid to GameTime, who was the lowest and responsive bidder.

The item was discussed and Comm. Keller made a motion to approve the acquisition of materials and installation of new upgraded playground equipment for the Mark Twain Park with Park Construction Tax funds not to exceed $90,000.00. Award bid to GameTime, who was the lowest and responsive bidder.

There was no response to the call for public comment.

Commissioner Keller moved to approve, seconded by Commissioner Henderson.

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

12.g. For Possible Action: Approve Amendment No. 2 to an agreement with Northern Nevada Legal Aid for a one-year extension until June 30, 2024, in providing attorneys to represent children in abuse and neglect proceedings and minor guardianship proceedings.

12.h. For Possible Action: Approve the FY23 Notice of Subcontract Award from Nye County Communities Coalition to supplement Opioid Misuse services through training and supplies in the amount of $4,000.00 with no match.

12.i. For Possible Action: Approve grant award amendment to adjust the funding sources to the FY23 Congregate Meals grant award from the State of Nevada, Aging and Disability Services Division (ADSD) to continue the Title III-C1 Congregate Meals Program in Lyon County.

12.j. For Possible Action: Accept grant award revision from the State of Nevada Department of Health and Human Services, Account for Family Planning, Grants Management Unit, for de-obligation of FY2023 Family Planning Services in the amount of $27,271.00, decreasing the total grant award to $28,816.00.

12.k. For Possible Action: Accept Community Based Child Abuse Prevention American Rescue Plan Act Notice of Subgrant Award from the State of Nevada, Department of Health and Human Services, Division of Child and Family Services, for FY2024, in the amount of $89,801.00, to continue providing parent education, resource connection, and child, caregiver, and family screenings with in home visitation to increase parental protective factors in Lyon County.

12.l. For Possible Action: Approve FY24 independent contract for services with Advanced Home Health Care and All Valley for $49,636.00 to provide homemaker services to individuals within the Senior Services Case Management program.
12.m. For Possible Action: Approve a contract from August 19, 2023, to August 18, 2024, with Four Star Rodeo to provide rodeo services at the Lyon County Fair and Rodeo in the total amount of $54,000.

12.n. For Possible Action: Approve contract between Lyon County and Nevada Division of Public and Behavioral Health to provide public health services in Lyon County, in an amount not to exceed $159,000.00 per year from July 1, 2023 through June 30, 2025.

12.o. For Possible Action: Approve the Amendment to food service agreement between “Trinity” and the Lyon County Sheriff’s Office for the period of 07/01/2023 – 06/30/2024.

12.p. For Possible Action: Approve FY24 Contract for Services of Independent Contractor between Lyon County and Healthy Communities Coalition, not to exceed $31,983.00, for services funded through the FY24 Forensic Assessment Services Triage Team (FASTT) grant from the Nevada Division of Public and Behavioral Health.

12.q. For Possible Action: Approve FY24 Contract for Services of Independent Contractor between Lyon County and Healthy Communities Coalition, not to exceed $5,998.00, for services funded through the FY24 Mobile Outreach Safety Team (MOST) grant from the Nevada Division of Public and Behavioral Health.

12.r. For Possible Action: Approve new lease with Dayton Preservation Committee for the Dayton Community Center for a term of four (4) years with an automatic renewal term of four (4) years for rent of $1.00 per year for Dayton Preservation Committee to manage and operate the Dayton Community Center.

Russ Wright from Dayton stated he appreciates the $1 rate extension but questioned if the new lease agreement with the preservation committee is in adherence with the new stewardship agreement and does the lease agreement with the preservation committee adhere with tax exempt status.

District Attorney Steve Rye stated that the lease for approval today is the same lease that has been in place but there are a few modifications. The property is still available for use by nonprofit organizations and the preservation committee doesn’t really do repairs the County does.

Jeannette Hoffer stated they are a nonprofit and this building is used seven days a week by every community group out there and every penny they receive goes back into the facility.

Comm. Henderson questioned why there is a four year contract with a four year renewal. Why not just do an eight year contract.

Ruth Small of the Dayton Preservation Committee stated the money raised has gone into re-stuccoing, painting, flooring and a new kitchen.

Facilities Director Doug Homestead stated the Dayton people take care of the building and they are rarely called for repairs.

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:

12.s. For Possible Action: Approve agreement with the Dayton Preservation Committee to operate and maintain
the Reader Board/Sign at Our Park in Dayton.

12.t. For Possible Action: Approve a one-year agreement, effective July 5, 2023, with SADA Systems, Inc. for email services in the amount of $66,004 and authorize the IT Director to sign.

12.u. For Possible Action: Approve an amendment to the Cooperative Agreement for Judicial Services with the City of Yerington increasing the annual amount by $3,900 to reflect the amount that the Assembly Bill 518 provides in State Funding for this service.

12.v. For Possible Action: Approve a Memorandum of Understanding with the Lyon County Sheriff’s Employees Association extending the pilot period for the twelve-hour shift schedule until July 5, 2024.

12.w. For Possible Action: Approve a Solid Waste Franchise Agreement between Lyon County and Waste Management of Nevada, Inc., with an effective date of March 1, 2024.

13. PUBLIC HEARING ON PLANNING ITEMS

13.a. For Possible Action: Request for a Conditional Use Permit from Lahontan Nevada Holdings, LTD to allow a Commercial Solar Generation Facility in the HI-S (Heavy Industrial - Suburban) zoning district on six parcels generally located to the northeast of the intersection of Bowers Avenue and Ramsey Street in Silver Springs (APNs 018-432-02/-03/-05, 018-434-01/-02/-03) PLZ-2022-208.

Bill Roth Senior Planner gave a presentation on the project which involves the construction and operation of a commercial solar power generating facility within a six-parcel site totaling 30.76 acres. The solar power would be used for modular data centers (buildings that house computer servers) that the Applicant states would be constructed over three phases of the project. The subject property is located to the northeast of the intersection of Bowers Avenue and Ramsey Street in Silver Springs (APNs 018-432-02/-03/-05, 018-434-01/-02/-03). There must be a 1500 ft. setback for each SECS array from any residential zone or be separated by a topographic feature of a height sufficient to completely obstruct view of the commercial SECS from a point 16 ft. above. Mr. Roth stated that findings show the proposed use is not consistent with the policies in the master plan, not compatible with the character and integrity of adjacent developments, does not incorporate features to address adverse effects and does not comply with all additional standards imposed.

Comm. Keller questioned well head protection and what the plan is for storm or flood water with hazardous waste in it from the solar array and where this is addressed in the findings. Bill Roth stated they would have to meet requirements for chapter nine of the Lyon County Code.

The applicant David Landino on behalf of Lahontan Nevada Holdings stated he is aware of the well head protection ordinance. There is a 150 ft. radius. To address the concern of solar panels contamination he contacted the U.S. EPA and they state solar panels are not hazardous material unless dismantled or sent to a salvage yard. The Silver Springs Mutual Water new replacement well report shows there is 20 ft. of clay from the surface to the top of the water table. Mr. Landino contacted the Water Resources Agency to see if a permit was required for an exploratory boring of twelve feet deep. They stated if twenty feet or deeper they would require a permit. Mr. Landino stated that Mr. Cariola gave them the go ahead to do the exploratory borings, one boring twelve feet deep on each of the six parcels. Essentially the findings showed all clay with the exception of what may be decomposed wood. There was no water at the surface even with heavy rainfall. They are finding it hard to believe there is a water table at the site. They have been investigating artificial plants for the site since this is a water scarce area.

There was no response to the call for public comment
Commissioner Keller moved to deny, seconded by Commissioner Henderson.
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: Approve the reclassification of two office assistant positions in the District Attorney’s Office to legal assistant positions, with the estimated additional cost of $25,422 to be funded from a budget transfer from the General Fund contingency.

Comptroller Josh Foli stated that the Human Resources Director and District Attorney discussed that there is a need on a regular basis for these people which can create a liability for the County.

There was no response to the call for public comment.

District Attorney Steve Rye thanked the Board, Josh Foli and Amy Hagan.

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.b. For Possible Action: Approve hiring an employee early to have a week overlap with a retiring employee in parks and facilities with an estimated cost of $2,600 to be funded from a budget transfer from the General Fund contingency.

Comptroller Josh Foli stated we do not normally do this but in this situation the person retiring is the only administrative support for parks in Dayton.

There was no response to the call for public comment.

Comm. Jacobson recommended that another person or two should maybe tag along during training for cross training.

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.c. For Possible Action: Approve lease agreement between Lyon County and Central Lyon Fire Protection District for Central Lyon Fire to lease the fire station portion of the Stagecoach Community Center for a term of ten (10) years with an option for two additional five (5) year terms with Central Lyon Fire to pay utilities and repairs and maintenance for the term of the lease.

County Manager Andrew Haskin stated the lease agreement is worked out between the District Attorney and the Central Lyon Fire District and staff recommends approval.
Comm. Hendrix stated she hopes the fire department will help find a new location for the 4-H haunted house fundraiser for the kids. Mr. Haskin stated that the fire department was willing to help with that.

Public Comment:

Amanda Brinnand with the Stagecoach Advisory Board stated their concerns with the lease agreement but they do recommend approval.

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.d. For Possible Action: Approve the fee resolution for all Lyon County Departments and Offices, effective July 10, 2023.

Comptroller Josh Foli stated that every year department heads are contacted to see if there are any fees that need to be changed.

The Clerk-Treasurer Staci Lindberg has requested a change on the fee for Tax Sale Labor to go from 15% of proceeds to $252.00. She has also requested a new fee of $15 for tax sale map packages.

The Assessor has requested an added fee for GIS digital data sets of $100 for address points.

The Community Development Director has requested a decreased fee for the Approval Condition Amendment from $3,500 to $2,000. He has also requested an increase from $1,500 to $2,000 for a Conditional Use Permit.

The Recorder’s fee have an added reference that they charge fees set forth in State statutes.

The emergency management response fee for equipment are being updated to match FEMA’s schedule of fees.

The Utilities Director is recommending changing from flat fees to actual costs for MXU device and installation fees for single and double meter pits.

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:**

14.e. For Possible Action: Approve an amended contract for public defender services with Walther Mansfield Brock Mayou, PLLC to add a stipend for weekend oncall services in the amount of $46,800 as funded by Assembly Bill 518.
Comptroller Josh Foli stated the legislature agreed to add a stipend for weekend on call services in the amount of $46,800 which is funded by the State through AB518.

Comms. Henderson and Hockaday thanked Mary Walker for all the work she has done on this Bill.

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 an election for Forest Service revenue sharing between the 1908 funding option or the Secure Rural Schools funding option. If the Secure Rural Schools option is chosen, also approve the allocation of 15 to 20 percent of the Secure Rural Schools funding to Title II and/or Title III.

Comptroller Josh Foli gave a presentation on the two types of funding available. The recommendation is to approve the Secure Rural Schools option and allocate 15 percent of the funding for Title II purposes.

Comm. Henderson stated that SRS came about due to diminished forestry in Oregon.

Comm. Jacobson clarified what the Comptrollers recommendation was.

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.g. For Possible Action: Approve a revision to personnel policy 8.5.2 – Exempt Employees for bail hearing stipend pay on weekends for the District Attorneys and Justices of the Peace in accordance with state funding for this pay authorized in Assembly Bill 518.

Comptroller Josh Foli stated this will increase the rates to the deputy District Attorney and Justice of the Peace. This would probably need to be brought back to the Board if the funding status changes.

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:
14.h. For Possible Action: Discussion and approval of the Planning Commission application and appointment hearing process.

County Manager Andrew Haskin gave a presentation on the Planning Commission appointment process and application.

Comm. Henderson questioned if the statement of public record at the top of the application is filled out in red so it is prominent due to issues in the past. Mr. Haskin stated it is not but they could bold and underline it.

There was no response to the call for public comment.

Commissioner Keller 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.i. For Possible Action: Discussion and provide direction to the County Manager on the creation of a Lyon County Policy on drafting, formatting and adopting resolutions by the Board of County Commissioners (Requested by Comm. Keller)

County Manager Andrew Haskin gave an overview on the new process for drafting, formatting and adopting resolutions. Mr. Haskin asked to Board for input on the new process.

Comm. Keller stated that it wouldn’t be restricted in any way and would like to approve beforehand. Comm. Keller likes the format and maybe it should be sent out to the other department heads. He also wouldn’t recommend putting the Board’s name on someone else’s resolution.

Comm. Jacobson stated he has no problem, for example adopting a resolution from the BLM etc. He doesn’t think time should be spent on re-writing a resolution. It is a good thing to adopt the resolution that was written and approved by the submitting entity. Someone shouldn’t have to submit their resolution by a certain date to have it heard by the Board.

Comm. Henderson has researched resolutions in the past week and the word “and” is always written after the word “whereas”. He agrees with Comm. Jacobson that they don’t need to redo resolutions submitted to the Board.

Comm. Hendrix stated she does think they need to be submitted so they are approved in time for the event not when there are 10 days left of the resolution. She stated they should have the option to change the resolution if needed.

Comm. Hockaday stated that if the resolution is for a specific month it needs to be heard, at the least, by the first of that month. He stated that when he receives a resolution he submits it to the County Manager and the District Attorney to make sure there are no legal issues. He is in support of accepting them as they are written, especially from other Counties.

Comm. Keller commented that the formatting being changed to a higher standard was what he was requesting and that has been done. He commented that we use Robert’s Rules in the State of Nevada and also Sturgis Rules and Mason’s Manual.
County Manager Andrew Haskin stated they use the Mason’s Manuel but he used Robert’s rules for this formatting.

Comm. Henderson stated they do not operate under Robert’s Rules, does not want to see that incorporated and does not want it referenced.

Public Comment:

Maryann Sichak commented that the resolution event could be mentioned in the Comments section of the Board meeting, prior to the meeting where the resolution is approved, that the event would be honored in next month.

14.j. For Possible Action: Accept a donation from Bill Miles consisting of 13, eight foot sections of 36 inch culvert pipe and two flared end sections valued at approximately $24,763.54.

   Comms. thanked Mr. Miles for the donation.

   There was no response to the call for public comment.

15. **Future Agenda Requests**

   Comm. Henderson requested an item to talk about the Boards vision for County Parks.

   Comm. Keller requested an item for discussion on the NACO presentation.

   Comm. Jacobson requested to invite BOR to give a status update on the TCID canal in Fernley.

   Comm. Hockaday requested the review of different types of resolutions.

16. **Commissioner Comments**

   Comm. Hendrix thanked Emergency Manager Taylor Allison, County Manager Andrew Haskin and Peri and Son’s for the huge team effort controlling flooding.

   Comm. Henderson stated he is looking forward to attending NACo and public lands initiatives.

   Comm. Hockaday appreciates efforts to save Yerington in the flooding. He wished a safe trip to those going to Austin.

17. **Public Participation**

   There was not response to the call for public comment

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

   There was none.

19. **Adjourn**

   Meeting adjourned at 11:42am
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 11.e
Subject: For Possible Action: Approve the minutes from the Board of County Commissioners meeting on June 15, 2023

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
The Honorable Board of Lyon County Commissioners met this day, Thursday, June 15, 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: Assistant District Attorney Illyssa Fogel

Via Zoom:

2. Invocation Given By Thomas Walburn of the Sweet Water Christian Fellowship

3. Pledge of Allegiance

4. Public Participation

MaryAnn Sichack, a Stagecoach resident, wanted the public to be aware that the school district is proposing severely limitations on public comment at school board meetings.

Amanda Brinnand (on Zoom) thanked county employees and the Roads Department for actions during flood event, and thanked Comm. Hendrix for reaching out to confirm road conditions.

5. For Possible Action: Review and Adoption of Agenda

Commissioner Jacobson moved to adopt Agenda as written, but pulling 13.c. to be moved to the next BOCC meeting, seconded by Commissioner Henderson.

RESULT: Motion Passed 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 - For Presentation Only: Presentation and update from Walker and Associates on the 82nd Session of the Nevada Legislature.

Mary and Steve Walker from Walker and Associates gave a presentation with updates on the 82nd Session of the Nevada Legislature, and mentioned they are open to renewing their contract because they have postponed their retirement for two years.

Commissioners thanked Walker and Associates for their coordination.

6.b. Time Certain at 9:00 A.M. - For Possible Action: Approve a resolution to transfer the unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA) in the amount of $2,012,582.49.

Diane Arvizo with Nevada Rural Housing Authority (NRHA) explained how transferring Lyon County’s unused bond cap to NRHA has benefited county residents over the past fifty years by providing housing assistance in the form of tax credits and down payment assistance to homebuyers,
among other things. She pointed out that if the unused bond cap is not used for a qualified purpose by September 1, 2023, it will revert to the Department of Business and Industry.

Ms. Arvizo clarified for Comm. Jacobson that homeowners are bound by agreements with their lenders regarding maintaining property appearances.

Comm. Hockaday asked for public comment.
There was no response to the call for public comment.

Commissioner Henderson moved to approve a resolution to transfer the unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA) in the amount of $2,012,582.49, seconded by Commissioner Jacobson.

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

6.c. Time Certain at 9:15 AM - For Presentation Only: A presentation and programs update from Hiren Bhavsar, the Extension Educator for University of Nevada Reno, Lyon County Extension office in Yerington.

Hiren Bhavsar, the Extension Educator for University of Nevada Reno, Lyon County Extension office in Yerington gave a presentation and programs update, along with input from Hillary Dashiell, Community Based Instructor for Lyon County 4-H. Judy Halterman with the SNAP Ed program and Admin Assistant Judy Schlegel were also present by Zoom. Hillary Dashiell also confirmed that information and awareness of programs like the summer camp are spread by word-of-mouth, the Boys and Girls Club, schools, and 4-H members.

6.d. Time Certain for 9:30 AM. - For Possible Action: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2023 - 2024 funds.

Kayla Woods with A&H Insurance and Alan Kalt, CFO of POOL/PACT, gave a presentation on what the main changes to the insurance plan would be effective July 1, 2023, what the plan offers, and explained why costs have increased market-wide.

Commissioners thanked Ms. Woods and Mr. Kalt.

Comm. Hockaday asked for public comment.
Russ Wright stated he was impressed by the presentation.

Comm. Hockaday called for a five-minute break at 10:36 AM. Meeting reconvened at 10:48 AM.

Commissioner Henderson moved to approve acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2023 - 2024 funds, seconded by Commissioner Jacobson.

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

7. Presentation of Awards and/or Recognition of Accomplishments

7.a. For Presentation Only: Recognize Sonja Remaley for her 34 years of service to the citizens of Lyon County.
Sheriff Brad Pope of the Lyon County Sheriff’s Office recognized Sonja Remaley for her 34 years of service to the citizens of Lyon County, having worked in dispatch, records, civil processing, and other roles.

7.b. For Presentation Only: Recognize Lieutenant Tyrell Joyner and Sergeant Erik Kusmerz for their actions that saved the life of Nike “Toni” Riess on April 19, 2023, and presented with the Life Saving Award.

Sheriff Brad Pope of the Lyon County Sheriff’s Office read into record a statement outlining the events leading to locating Toni Riess, recognized Lieutenant Tyrell Joyner and Sergeant Erik Kusmerz for their actions that saved the life of Nike “Toni” Riess on April 19, 2023, and presented them with Life Saving Awards.

8. Commissioners/County Manager Reports


Comm. Henderson attended the Dayton Regional Advisory Board by Zoom and Moundhouse Advisory Board. He also reported that both the NACo Public Lands Natural Resources Committee and the SLUPAC have authorized letters to be submitted to the BLM regarding the Conservation and Landscape Act.

Comm. Jacobson thanked Andrew Haskin for the tour of all the work that has been done to prevent flooding. He also thanked Mr. Holman, staff, Peri & Sons, Ms. Taylor, and everyone involved in the flood efforts. Mr. Jacobson attended a fundraiser for the Fernley Community Foundation, and the Fernley High School Graduation. He thanked Bobby Barnes for his service with the Sheriff’s Department.

Comm. Keller attended the Silver Springs High School Graduation, and Silver Springs Advisory Board. He will be attending the School Board Meeting at Silver Springs Middle School on 6/27/2023 at 6:30 PM for the public comments and encourages others to attend.

Comm. Hockaday attended the Walker River Irrigation District meeting by Zoom.

County Manager Andrew Haskin has spent a lot of time recently with the flooding and emergency repairs. Most of the repairs have been made and most of the recommendations made by the Army Corps of Engineers have been implemented. River flows have stabilized for the last week or so between 3,300-3,500 CFS. The peak was 3,800 CFS, which was the highest since the 1997 flood. Mr. Haskin thanked the Walker River Irrigation District for their work managing the flows of the reservoirs, and thanked staff, Dustin Homan and crew, Shayla Holmes and Human Services, Louis Cariola, Josh Foli, the District Attorney’s Office, Allison Taylor with Emergency Management, Doug Homestead and Facilities, Sheriff’s Department, and everyone involved in the team effort. He stated he is impressed how everyone has come together. He reported a project being worked on out on Sierra Way where the road collapsed.

Comm. Hockaday thanked Mr. Haskin for the tour, and for his responsiveness to problems in the South end of the County.

Comm. Keller was contacted regarding the road washout at Ramsey Weeks, and thanked Mr. Haskin for responding so quickly.

9. Elected Officials Reports

Sheriff Pope reported results of the saturation patrol in Silver Springs. Alongside 3 NHP troopers, 115 traffic stops were conducted, and 11 arrests were made ranging from misdemeanor traffic violations to an at-large suspect in an armed robbery. Mr. Pope stated NHP will be working with the Sheriff’s Department to continue
performing small saturations. He reported that the department has been speaking at many public events lately, including four recent fraud-prevention workshops for senior citizens to educate them on scams. Two more certified deputies have finished field training and are patrolling on their own. Four more deputies will be ready by the end of June and four will be going to Academy in July. Sheriff Pope reported that the department is still down 11-12 positions, and that a Category One Peace Officer from the Yerington Police Department will be starting June 26.

Comms. Jacobson, Hendrix, and Henderson thanked Sheriff Pope. Comm. Keller reported receiving numerous phone calls showing support for the Sheriff’s Department. Sheriff Pope confirmed that command staff and deputies have noticed public support increased, which helps retention and attitudes. Comm. Hockaday also thanked Sheriff Pope, and confirmed an upcoming jail inspection.


Per NRS 250.085, County Assessor Troy Villines submitted the Technology Fee Report for Fiscal Year 2023-24.

Mr. Villines clarified for Comm. Jacobson that the $79,000 item for Pictometry International Corp is aerial imagery for Mason Valley from late October and this October will be the Highway 50 corridor. He also stated it is a five-year flight pattern plan, and this one is the most expensive.


Per NRS 247.306 (3), County Recorder Anita Talbot submitted the Technology Fee Report for Fiscal Year 2023-24.

10. Appointed Officials Reports

Community Development Director Louis Cariola gave a staffing update that on 6/26/23 there will be the backfill for his position, a Senior Planner has been hired, and a Building Plans Examiner will be starting. The Community Development Department will be fully staffed. Mr. Cariola also reported making progress in research for code enforcement, is hoping to have it on the agenda soon, and will make an effort to meet with the Commissioners who have expressed interest.

Comm. Jacobson stated that with Attainable Housing Requirements in relation to Code Enforcement, Mr. Cariola can get things on the agenda as far as policies and preventative measures. County Manager Andrew Haskin and Chairman Hockaday discussed scheduling a workshop sooner rather than later, but dependent on the emergency issues.

Facilities Director Doug Homestead attended the Smith Valley CAB, has been busy at the Fairgrounds on the ARPA Paving Project, and getting the big barn ready for the event. He reported the District Court will begin moving their offices to the old courthouse on 06/22/23 and the contractors will begin the project on the District Court on 06/26/2023, which will take about a year. He also reported he and Comptroller Josh Foli went to Mound House to meet with an architect regarding pricing and fees.

11. Advisory Board Reports

There were none.

12. CONSENT AGENDA

Commissioner Jacobson moved to approve the consent agenda, pulling 12i, 12j, 12m, and 12f, seconded by Commissioner Henderson.
RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

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

   Travel claims for May 31, 2023 totaled $8,494.72.

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

   Cash Balance as of May 31, 2023 was $116,639,055.70. County Claims totaled $1,880,179.57 and payroll totaled $1,111,416.60.

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

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 minutes from the Board of County Commissioners Emergency meeting held on May 18, 2023.

12.f. For Possible Action: Approve the minutes from the Board of County Commissioners Emergency meeting held on May 20, 2023.

   Commissioner Henderson moved to approve the minutes from the Board of County Commissioners Emergency meeting held on May 20, 2023 (pending correction of item “28” to item “8”, and correction of Comm. Henderson adjourned the meeting, not Comm. Hockaday), seconded by Commissioner Hendrix.

RESULT: Motion Passed 4-0-1
AYE: Commissioner Keller, Commissioner Henderson, Commissioner Hockaday, Commissioner Hendrix
NAY:
ABSTENTION: Commissioner Jacobson

12.g. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on June 1, 2023.

12.h. For Possible Action: Approve the purchase of an announcing system and 2 microphones for Dressler Park from Park Construction Tax funds.

12.i. For Possible Action: Accept and award the 2023 Regional Transportation Commission (RTC) Pavement Maintenance Project to Sierra Nevada Construction who was the lowest and responsive bidder in the amount of $3,981,007.00. Approve a 10% contingency for any unforeseen issues and allow staff to sign related documents.

   Regarding both items 12i and 12j, County Manager Andrew Haskin clarified the items are being brought before the Commissioners before they have been approved by RTC, and requested the motions be made “subject to approval by RTC”.

   Comm. Henderson clarified with Assistant District Attorney Illyssa Fogel that making the motions “subject to approval by RTC” is sufficient, which she confirmed.
Commissioner Henderson moved to accept and award the 2023 Regional Transportation Commission (RTC) Pavement Maintenance Project to Sierra Nevada Construction who was the lowest and responsive bidder in the amount of $3,981,007.00, approve a 10% contingency for any unforeseen issues, and allow staff to sign related documents with the condition that this item be approved by the Regional Transportation Commission at their meeting scheduled for 06/21/2023, seconded by Commissioner Hendrix.

**RESULT: Motion Passed 5-0**

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

*NAY:*

12.j. For Possible Action: Approve a contract with Lumos and Associates in the amount of $176,400.00 for inspections and testing services for the Lyon County RTC 2023 Pavement Maintenance Project for Stagecoach and Silver Springs areas.

Regarding both items 12i and 12j, County Manager Andrew Haskin clarified the items are being brought before the Commissioners before they have been approved by RTC, and requested the motions be made “subject to approval by RTC”.

Comm. Hockaday called for public comment.

There was no response to the call for public comment.

After making the motion, Comm. Henderson corrected himself, changing the date in the motion from March 21 to June 21, and Comm. Jacobson stated his second still stood.

Commissioner Henderson moved to approve a contract with Lumos and Associates in the amount of $176,400.00 for inspections and testing services for the Lyon County RTC 2023 Pavement Maintenance Project for Stagecoach and Silver Springs areas contingent upon passage by Regional Transportation Commission on their March 21st agenda (correction: June 21st), seconded by Commissioner Jacobson.

**RESULT: Motion Passed 5-0**

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

*NAY:*

12.k. For Possible Action: Approve a one-year contract for public defender services with Walther Mansfield Brock Mayo, PLLC in the amount of $1,141,356 effective July 1, 2023.

12.l. For Possible Action: Approve a one-year contract with Capitol Reporters, Inc. and Suzanne Rowe in the total amount of $69,013.80 for court reporting services.

12.m. For Possible Action: To approve a Master Services Agreement Amendment #2 to extend the end date from June 30, 2023 to June 30, 2024, for Technical Support for Development of a Conceptual County Lands Bill and On-Public Lands and Natural Resources Support, with Resource Concepts, Incorporated (RCI)

Leslie Sonné requested 12.m. be pulled.

County Manager Andrew Haskin explained this item is to extend the contract until next June because the Lands Bill Project has moved slower. He stated this contract covers other things in addition, such as providing tech support for issues dealing with public lands, and that there are two letters later on agenda with comments prepared by RCI as a part of this contract.
Commissioner Keller asked how much longer this will keep going because he would like to get the Lands Bill before the Senate and Congress soon.

Mr. Haskin stated he does not have an estimate. County staff met with RCI to refine proposal as far as lands the County is interested in.

Commissioner Hockaday and Andrew Haskin clarified that RCI is paid for the work they complete as it is completed as part of a time and material contract, not paid by the year. Comm. Hockaday also mentioned that public input is still needed before anything should be sent to Congress.

Comm. Hockaday called for public comment.

Leslie Sonné, representing the Citizens to Protect Smith Valley, stated they are not opposed to the extension per se. She pointed out that two years in, and the community has not been given a complete list of all the parcels, why there is a need to obtain them, and a complete cost analysis that outlines short and long-term financial obligations. Ms. Sonné also reported that based on new information given at the HUD Bay open house, further discussion, and disclosure is needed to obtain public input as to the overall needs and wants of the community. She also wanted it on record that the Citizens to Protect Smith Valley will continue to oppose any public land for mining in the Lands Bill.

Tony Stevenson in Dayton stated he has voiced many concerns previously, and mentioned that the residents of Lyon County should benefit from the Lands Bill, not just developers. He stated that the public has not heard how much money has been spent to date or how much is expected to spent.

Amanda Brinnand mentioned public concern regarding public access for recreation on parcels in Silver Springs, Stagecoach, Dayton and Mound House because of development. She stated the public needs to see a map showing the right of way and what will be done with the remainder of the parcel, and also that public meetings still need to be held.

Commissioner Henderson moved to approve a Master Services Agreement Amendment #2 to extend the end date from June 30, 2023 to June 30, 2024, for Technical Support for Development of a Conceptual County Lands Bill and On-Public Lands and Natural Resources Support, with Resource Concepts, Incorporated (RCI), seconded by Commissioner Jacobson.

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

12.n. For Possible Action: Approve FY24 independent contract for services with Cowgirl Cleaning to provide homemaker services to individuals within the Senior Services Case Management program.

12.o. 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.p. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $88,168.00 for FY2024.

12.q. For Possible Action: Approve a second grant award amendment from the State of Nevada, Department of Health and Human Services, extending the termination of the Health Disparities grant contract from May 31, 2023 to May 31, 2024.
12.r. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2024 Mobile Outreach Safety Team (MOST) programs, in the amount of $136,104.00.

12.s. For Possible Action: Approve grant award amendment to redirect funds in the amount of $13,462 for additional training, from the State of Nevada, Department of Health and Human Services to provide assistance to individuals medically underserved who are at higher risk of exposure, infection, hospitalization.

12.t. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the RIVERPARK PHASE 4, UNIT 4, subdivision, located in Dayton, NV.

12.u. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2A, subdivision, located in Dayton, NV.

12.v. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2B, subdivision, located in Dayton, NV.

13. REGULAR AGENDA

13.a. For Presentation and Update Only: Presentation and update from Kris Thompson, Project Manager with the TRI organization and TRI II project, to give an overview of the Fernley Economic Development Act including its status in Congress and an update on the TRI II project including the impact of the Fernley Economic Development Act.

Kris Thompson gave a presentation on TRI II, which involves a new industrial development project in Fernley, similar to the Tahoe Reno Industrial Center (TRI). Stephanie Walker of Porter Group was also present by Zoom and gave an update of the status of the lands bill in Congress and Senate.

Mr. Thompson and Stephanie Walker answered questions from Commissioners and Mayor McIntyre of Fernley regarding water development, traffic concerns, whether the bypass will be built to NDOT standards, and attainable housing requirements.

Amanda Brinnand wants TRI to ensure robust public information is given, and public meetings / community workshops held, to make sure the public understands the project.

Tony Stevenson from Dayton stated that when water needs to be purchased to make an industrial or residential area work, it puts the area in a bad position with water prices. He also questioned what would be done regarding a burden on first responders in an area that already does not have a hospital.

No further public comment.

13.b. For Presentation Only: A presentation of the Business Impact Statement that was prepared for the proposed changes to the Lyon County development application fee schedule for conditional use permits and approval condition amendments in accordance with NRS 237.030 to 237.150, inclusive.

Community Development Director Louis Cariola presented the prepared Business proposed fee schedule change due to CUP fee inconsistency. On May 22, 2023, an email was sent to entities that would potentially be affected by the updated fees, but no comments were received back. This will be on the agenda for the July 6, 2023 meeting for the fee resolution. He stated there are no affects to county per the business impact statement.
13.c. For Possible Action: Approve lease agreement between Lyon County and Central Lyon Fire Protection District for Central Lyon Fire to lease the fire station portion of the Stagecoach Community Center for a term of ten (10) years with an option for two additional five (5) year terms with Central Lyon Fire to pay utilities and repairs and maintenance for the term of the lease.

This item was pulled to be moved to the next meeting.

13.d. For Possible Action: Approve a resolution certifying and levying tax rates in Lyon County for the 2023-2024 fiscal year.

Comptroller Josh Foli reported he has received all final budgets from the different tax agencies of Lyon County and presented a summary of tax rates. Mr. Foli requested that the BOCC approve the item subject to approval by the Nevada Tax Commission so that a special meeting doesn’t need to be held.

Comms. had no comments.

Comm. Hockaday called for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to approve a resolution certifying and levying tax rates in Lyon County for the 2023-2024 fiscal year contingent upon approval by Nevada Tax Commission, seconded by Commissioner Henderson.

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

13.e. For Possible Action: Approve a resolution to transfer appropriations within the General, Road, and Capital Improvements Fund budgets of Lyon County.

Comptroller Josh Foli explained this item summarizes changes such as moving budget from Contingency to the Capital Improvements Fund, and that there are no changes to the total budget. He confirmed for Comm. Jacobson that this is approved annually by the BOCC.

Comm. Hockaday called for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to approve a resolution to transfer appropriations within the General, Road, and Capital Improvements Fund budgets of Lyon County, seconded by Commissioner Hendrix.

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

13.f. For Possible Action: Approve a revision to section 9.11 – Disaster Area Declaration of the Lyon County Personnel Policy to provide administrative leave and other options for County employees under certain circumstances during a disaster area or state of emergency declaration.

Comptroller Josh Foli explained this item relates to updating the existing section 9.11 for emergency declarations and explained what the proposed updates are. He also confirmed for Comm. Henderson that mileage provisions are for reimbursement between distance typically driven and any addition distances.
Commissioners, County Manager Andrew Haskin, and Comptroller Josh Foli discussed the language of the revisions.

Commissioner Jacobson moved to approve a revision to section 9.11 – Disaster Area Declaration of the Lyon County Personnel Policy to provide administrative leave and other options for County employees under certain circumstances during a disaster area or state of emergency declaration, seconded by Commissioner Henderson.

**RESULT: Motion Passed 5-0**

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

**NAY:**

13.g. For Possible Action: Review and approve comment letter to be submitted to the Bureau of Land Management concerning the proposed rule regarding Conservation and Landscape Health.

County Manager Andrew Haskin introduced Principal Resource Specialist Jeremy Drew with RCI.

Comm. Hendrix asked if other counties commenting during the comment period will have an effect and Mr. Drew explained that the volume of concerns the BLM will get may increase the potential for the proposal to end up in a legal or Congressional arena.

Comm. Henderson reported that NACo and the SLUPAC have approved submitting a letter and that the SLUPAC have expanded their CC lists to include all the members of the United States Senate and United State House Natural Resource Committee members. Comm. Henderson recommends increasing our CC list also, and encourages individual commissioners to reach out to the delegation in support of the two bills. Comm. Keller and Hockaday agreed.

Comm. Hockaday called for public comment.

Tony Stevenson stated he can’t find the letter. County Manager Andrew Haskin clarified that the new agenda software doesn’t allow hotlinks, however the agenda PDF is bookmarked. He explained that one can scroll through the PDF to find each agenda item with every piece of backup information, and that every piece of backup is posted in accordance with state law.

Commissioner Henderson moved to approve comment letter to be submitted to the Bureau of Land Management concerning the proposed rule regarding Conservation and Landscape Health, seconded by Commissioner Keller.

**RESULT: Motion Passed 5-0**

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

**NAY:**

13.h. For Possible Action: Review and approve comment letter to be submitted to the Bureau of Land Management regarding the proposed rule for the Bi-State Distinct Population Segment of Greater Sage-Grouse.

Principal Resource Specialist Jeremy Drew with RCI explained the purpose of this letter.

Comm. Hockaday called for public comment. There was no response to the call for public comment.
Commissioner Jacobson moved to approve comment letter to be submitted to the Bureau of Land Management regarding the proposed rule for the Bi-State Distinct Population Segment of Greater Sage-Grouse, seconded by Commissioner Hendrix.

**RESULT: Motion Passed 5-0**

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

**NAY:**

13.i. For Possible Action: Approve an emergency contract with Peri and Sons in an amount not to exceed $300,000.00 for emergency flood repairs.

Andrew Haskin brought the contract forward regarding reimbursement to Peri & Sons for repairs along Walker River.
Commissioners thanked Mr. Haskin for leadership and Peri & Sons for stepping up to help.

Comm. Hockaday asked for public comment.

Comptroller Josh Foli requested that the motion authorize the funds from contingency because this item was taken out of order and the contingency funds transfer has not been approved yet.
Commissioner Keller moved to approve an emergency contract with Peri and Sons in an amount not to exceed $300,000.00 out of contingency for emergency flood repairs, seconded by Commissioner Henderson.

**RESULT: Motion Passed 5-0**

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

**NAY:**

Comm. Hockaday called for lunch at 11:53 AM. Meeting reconvened at 1:00 PM.

**14. Future Agenda Requests**

Comm. Keller requested the microphone system in Smith Valley be addressed because the Chairman is currently giving the microphone to the person commenting, which leaves him no control over meeting. He also asked if something can be put on the agenda like parentheses to list where the items are on the page.

County Manager Andrew Haskin explained the PDF can be downloaded, and the bookmark section on the left will pull up the table of contents which will take one to the item. He also stated he will try to work with the agenda team to see if anything else can be done.

**15. Commissioner Comments**

Comm. Hendrix stated the Lyon County School Board has put forward a policy change to limit public comment and reiterated there is a public meeting on June 27, 2023 at the Silver Stage Middle School.

Comm. Henderson thanked the Board for approving the BLM letters and stated he is glad to see more engagement on public lands issues.

Comm. Hockaday commented that the Mason Valley Conservation District and Smith Valley Conservation District will consolidate on a tour on the morning of June 27, 2023. He hasn’t received the agenda for the tour, but they will be showing jobs they take care of like noxious weeds and clearing out areas for wildlife.

**16. Public Participation**
Comm. Hockaday called for public comment.

Principal Resource Specialist Jeremy Drew with RCI gave an update on some things RCI is also working on for the County.

There was no further response to the call for public comment.

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

There was no closed session.

18. Adjourn

Comm. Hockaday adjourned the meeting at 2:22 PM.

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: August 3, 2023
Agenda Item Number: 11.f

Subject: For Possible Action: Approve a three year contract between NCIC Communications and the Lyon County Sheriff’s Office for inmate phone services.

Recommendation:

Summary:
The Lyon County Sheriff’s Office terminated their contract with Securis, and have switched to NCIC to provide inmate communication services. The contract was signed by the president of NCIC Communications, William Pope, no relation to the Sheriff.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
NCIC CORRECTIONAL COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT

CORRECTIONAL TELEPHONE SERVICES, VIDEO VISITATION SERVICES, MESSAGING, TABLETS AND RELATED COMMUNICATIONS SERVICES FOR INCARCERATED PERSONS

CONTRACT BETWEEN LYON COUNTY SHERIFF’S OFFICE, NEVADA AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC COMMUNICATIONS.

This NCIC Correctional Communications Service Subscriber Agreement ("Agreement") is made this 1st day of March, 2023 ("Effective Date"), by and between NCIC Communications (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and Lyon County Sheriff’s Office ("Subscriber") having its principal place of business at:

Address: 911 Harvey Way #1

City, State & Zip Code: Yerington, NV 89447

Contact: ____________________________

Phone: ____________________________

Email address: ____________________________

WITNESSETH

Whereas, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) incarcerated persons housed in the following jail(s) and/or prison(s):

Lyon County Detention Facility
911 Harvey Way
Yerington, NV 89447

(the jail(s) and/or prison(s) are referred to in this Agreement as the “Facility” or “Facilities”) and 2) all buildings, grounds, property and matters connected with the Facility or Facilities.

Whereas, Provider is qualified and willing to provide Subscriber with the InTouch Correctional Communications System for correctional telephone, video visitation, messaging and related communication services for incarcerated populations;

Now, therefore, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

I. TERM

This Agreement shall begin on the Effective Date and continue in full force and effect for a period of three (3) years from such date ("Initial Term") and will automatically renew under the same terms and conditions for two (2) renewal terms of one (1) year each ("Renewal Terms") if notice of non-renewal is not received at least ninety (90) days prior to the completion of the Initial Term or any Renewal Term. Upon completion of the Initial and Renewal Terms, this Agreement shall continue in full force and effect for additional periods of twelve (12) months each if no action is taken by either Party.
II. TERMINATION

Subscriber may terminate this Agreement for cause, pursuant to the provisions of Paragraph IV(A). Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph IV(A).

III. COMMUNICATIONS SYSTEMS FOR INCARCERATED POPULATION

A. Installation of Correctional Communications System

Provider shall provide to Subscriber, at no cost, a fully operational, high-security and reliable Correctional Communications System to be installed at the Facility. The system provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber’s requirements and be in compliance with any industry standard. The Correctional Communications System shall, depending on the requirements of Subscriber, be capable of providing traditional correctional telephone service, both on-site (standard) and off-site (remote) visitation sessions, educational and communication tablets as well as a range of complementary paperless applications such as secure electronic messaging, tickets / kites, digital mail delivery and access to approved third-party applications based on the preferences and allowances of Subscriber.

B. Provider’s Responsibilities

Provider shall be responsible for the following regarding the Correctional Communications System:

1. Adhering to any and all municipal, state or federal requirements for equipment installation, certification, training or registration during the life of the Agreement;

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all correctional communications and related services provided throughout the duration of the Agreement;

3. Making any system modifications necessary to allow incarcerated persons to participate in calls, video visits and secure messaging in compliance with any industry standards or requirement change(s) at no cost to Subscriber;

4. Complying with and updating the Correctional Communications System for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a comprehensive Correctional Communications System that will allow for all required call types, video visitations and secure messages;

6. Providing a Correctional Communications System which includes, but is not limited to, system infrastructure, network, database, servers, call / video processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;

7. Installing new communications equipment at all included Facilities and any required station cabling as determined necessary;

8. Providing systems and equipment that support the Facility’s or Facilities’ monitoring/security needs, including terminals and digital recording equipment as determined necessary;
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the communications equipment;

11. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;

12. Providing all required training and instructional materials required for use of the telephone services as applicable to incarcerated persons, families, and/or Facility staff; and

13. Providing all related support services not otherwise indicated herein.

C. Correctional Communications System Installation

As part of the installation process of the Correctional Communications System at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the Correctional Communications System;

2. Wherever possible, re-use existing station cabling installed at each Facility for the Correctional Communications System. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 6 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;

3. Comply with the security guidelines on institutional security policies; and

4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

D. Correctional Communications System Functionality

The system installed by Provider shall have the following functions:

1. Be fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of all communications (phone, video and messaging);

2. Be fully capable of completing on-site visitation sessions at no cost to the general public or incarcerated person; however, Provider will charge a per-minute rate for any off-site (remote) calls and visitation sessions connected;

3. Provide security features which prevent unauthorized individuals from accessing any information held by Provider;

4. Offer secured access to the system and the database for Subscriber’s authorized users;

5. Provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement, and;

6. Ensure that informational flyers, placards or other media is provided to incarcerated population and visitors showing communication systems use instructions, rate information and any other information deemed essential to the utilization of the system.
E. Ownership of Correctional Communications Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

F. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any applicable governmental or private entity for Provider and/or its subcontractors to:
   a. Access any part of the Facility deemed necessary by Provider;
   b. Perform any contractual duty imposed on Provider in this Agreement;

2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;

3. Providing security, where needed, to Provider’s employees and/or contractors during the installation, replacement, maintenance, or removal of the Correctional Communications System and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity;

5. Providing prompt notice to Provider of any damage, defect, or needed repair to the Correctional Communications System or any of its components;

6. Allowing up at least 16 hours per day access to installed communications systems, and;

7. Restricting non-administrator access to changing calling, video and messaging profiles of equipment or specific users (visitors and incarcerated users) which may harm usage and revenue expectations.

G. Correctional Communications System Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 25th day of each month following the applicable traffic month. Such payment shall be based on gross revenue generated by Provider originating from the Facility, net of federal, state and local taxes, FCC-regulated account funding fees, approved free calls, visits or messages and any other permitted cost recovery mechanism(s). The complete details regarding payments and revenue-share are provided within Attachment A – Rates, Fees and Revenue-Share of this Agreement. Provider and Subscriber agree that in the event that rates and/or fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider’s profitability under this Agreement, Provider shall have the sole right and discretion to decrease commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue and commission statements will be provided to Subscriber for commission payments based on gross revenue, upon request.

H. Equipment Service & Maintenance
With regard to the Correctional Communications System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as reasonably required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to Subscriber, and Subscriber shall accept the detailed plan of service.

IV. MISCELLANEOUS

A. Termination

Either party may terminate this Agreement for cause prior to expiration of the Initial Term or Renewal Term(s) if there is an alleged breach of the term(s) by the offending party. If an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Indemnification

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

Subscriber shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Provider, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Subscriber, or its employees or agents, in the course of the operations of this Agreement. This obligation by Subscriber to indemnify, defend, and hold Provider harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

C. Provider's Insurance

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

D. Assignment

In the event that Provider transfers, sells, or assigns its rights under this Agreement, there shall be no required consent by Subscriber to the assignment of this Agreement.

E. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire,
explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

F. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

G. Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

I. Exclusivity and Right of First Refusal

In consideration of the compensation and services to be provided herein, Subscriber grants to Provider the exclusive right to install and maintain telephones and/or Correctional Communications Systems of any type, including the Telephone System, Video Visitation System, Secure Electronic Messaging System and hand-held tablets (the “Correctional Communications Systems”) within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for calls, remote video visitation and messaging, as well as ancillary correctional communications technologies as described in Attachment A – Rates, Fees and Revenue-Share of this Agreement.

Except for existing third-party vendors and only until such third-party vendor’s contract expires, Subscriber will not allow any products or services that compete with any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber’s Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber’s Facility throughout the term of this Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Correctional Communication Systems, including but not limited to communications, educational or entertainment products or services, tablets, video visitation, secure electronic messaging and electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for incarcerated persons located at Subscriber’s Facility or at third-party Facilities owned and/or managed by Subscriber; however, Provider shall not be obligated to exercise this exclusive right.

J. Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider’s control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in incarcerated population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. Subscriber acknowledges that Provider’s provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.
K. Suspension of Unused Applications

With regard to applications, software, or products that are licensed to Subscriber such as Educational Courses, Rehabilitation Programs and other features, products or applications licensed as part of the Correctional Communication System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

L. Cooperative Purchasing for other Agencies

Subscriber will permit other City, County and State agencies to utilize the terms and conditions of this Agreement, offering the prices, terms and conditions offered herein to other government agencies who wish to participate in a Cooperative Purchase program with Subscriber’s agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with Provider and for all payments thereunder.

M. Successors and Assigns

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

N. Entire Agreement

Unless the parties agree otherwise in a written Agreement which specifically identifies this Agreement, including any attachments, amendments, addendums or exhibits, by date of execution and signatories, any services requested by Subscriber and any goods, services, or equipment furnished by Provider shall be provided by Provider under the terms of this Agreement. In the event of any conflict between this Agreement and any work order or purchase order, this Agreement shall control. This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions which it contemplates, and it contains the entire Agreement of the parties, including without limitation all Agreements with respect to warranties.

O. Counterpart Execution and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

P. Further Assurances

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

Q. Dispute Resolution

Prior to the filing of a lawsuit by any party to this Agreement, Provider and Subscriber agree that any disputes between them shall be resolved in the following manner:
a. The parties shall refer the dispute to a certified mediator in order for the mediator to conduct a mediation of the dispute and attempt to reach a mutual agreement between the parties concerning the dispute. Said mediation shall commence no later than thirty (30) days after the receipt of notice by the other party that mediation of the dispute is requested. The parties shall mediate the dispute in good faith and use all reasonable measures to resolve the dispute. The cost of the mediation shall be divided equally between the parties.

R. Authority of Signatories

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

SIGNED on this __________ day of ________________, 2023.

SUBSCRIBER

________________________________
Signature

_______________________________
Print Name

_______________________________
Title

________________________________
Date

PROVIDER

________________________________
Signature

_______________________________
Print Name

_______________________________
President

_______________________________
Title

________________________________
Date

ATTACHMENT A
RATES, FEES AND REVENUE-SHARE

CORRECTIONAL TELEPHONE SERVICE
<table>
<thead>
<tr>
<th>CALL TYPE</th>
<th>PREPAID COLLECT</th>
<th>DEBIT</th>
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<tr>
<td></td>
<td>CONNECTION FEE</td>
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<td>ALL CALLS WITHIN THE UNITED STATES:</td>
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<td>MEXICO / CANADA:</td>
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<td>$0.35</td>
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<tr>
<td>MINIMUM MONTHLY GUARANTEE:</td>
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<tr>
<td>TECHNOLOGY GRANT (ONE TIME):</td>
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**VIDEO VISITATION and SECURE MESSAGING**

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<tbody>
<tr>
<td>REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:</td>
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<tr>
<td>ON-SITE VIDEO VISITATION – PER MINUTE RATE:</td>
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</tr>
<tr>
<td>SECURE MESSAGING – RATES:</td>
<td>Text Messages - $0.25</td>
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<tr>
<td></td>
<td>Picture Attachments - $0.35</td>
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<td>Video Messages (30 Seconds) - $0.35</td>
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<tr>
<td></td>
<td>GIFs - $0.05</td>
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<td>REMOTE VIDEO VISITATION and SECURE MESSAGING – COMMISSION:</td>
<td>25% of Gross Visit / Messaging Revenue</td>
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**CORRECTIONAL COMMUNICATION SYSTEM – TRANSACTION FEES**

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<td>WEB TRANSACTION FEE:</td>
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</tbody>
</table>

Subscriber Initials: ___________   Provider Initials: ___________
Date:______________________   Date:_____________________

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 11.g

Subject: For Possible Action: Approve to enter into an MOU between the Bureau of Land Management and the Lyon County Sheriff’s Office for the increased protection of persons and property on the public lands and roads administered by the United States Department of the Interior.

Recommendation:

Summary:
This Memorandum of Understanding (MOU) provides for the increased protection of persons and property on the public lands and roads administered by the United States Department of the Interior, Bureau of Land Management (BLM), through cooperation between the Lyon County Sheriff’s Office (LCSO) and the BLM.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BUREAU OF LAND MANAGEMENT AND THE
LYON COUNTY SHERIFF’S OFFICE

I. PURPOSE

This Memorandum of Understanding (MOU) provides for the increased protection of persons and property on the public lands and roads administered by the United States Department of the Interior, Bureau of Land Management (BLM), through cooperation between the Lyon County Sheriff’s Office (LCSO) and the BLM.

II. AUTHORITY

A. Bureau of Land Management

Section 303(d) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1733(d)) provides that, in connection with the administration and regulation of the use and occupancy of the public lands, the Secretary is authorized to cooperate with the regulatory and law enforcement officials of any State or political subdivision thereof in the enforcement of the laws or ordinances of such State or subdivision.

B. Lyon County Sheriff’s Office

Nevada Revised Statute (NRS) 248.090, provides that the Sheriff and their deputies shall keep and preserve the peace in their respective counties, and quiet and suppress all affrays, riots insurrections, for which purpose, and for the service of process in civil or criminal cases, and in apprehending or securing any person for felony, or breach of the peace, they may call upon the power of their county to aid in such arrest or in preserving the peace.

III. DEFINITIONS

A. Public Lands – Means any land and interest in land owned by the United States within the several States and administered by the Secretary of the Interior, through the BLM without regard to how the United States acquired ownership, except:

1. Lands located on the outer Continental Shelf
2. Lands held for the benefit of Indians, Aleuts, and Eskimos. 43 U.S.C, 1702 (e)
B. Law Enforcement Officer (LEO) – Law Enforcement Rangers and Special Agents employed by the BLM who have been delegated law enforcement authority by the Director, BLM

C. State Director – The State Director, BLM, Nevada

D. Special Agent-in-Charge (SAC) – SAC for the Office of Law Enforcement and Security, Region 3 (UT/NV)

IV. PROCEDURES

A. The Lyon County Sheriff has the authority to enforce State and local laws for Nevada on such public lands administered by the BLM that lie within the confines of Lyon County.

B. The State Director, SAC, and the Lyon County Sheriff hereby mutually agree that it is desirable to cooperate and collaborate in better utilizing the resources of both agencies while providing for more adequate protection of persons and property on the public lands as follows:

1. The LCSO agrees to continue to enforce the civil and criminal laws of the State of Nevada on the public lands, waters, roads, and trails administered by the BLM within the normal scope of duty to the extent of current financial and manpower resources without reimbursement by the BLM.

2. The BLM agrees, within the availability of funds and established Federal regulations and policies, to enforce the authorized Federal laws and regulations pertaining to the public lands administered by the BLM.

3. The LCSO and the BLM mutually agree to provide the maximum cooperation, assistance, and coordination possible, within the availability of funds and established laws, regulations, and policies governing the respective agencies that will assure the protection of persons and property on the public lands, waters, roads, and trails administered by the BLM within the confines of Lyon County.

4. The LCSO and the BLM mutually agree to coordinate, cooperate, and aid during special events occurring on public lands within Lyon County.

5. The BLM agrees to detain persons who are fugitives from justice and when requested by the LCSO, will transport to the nearest correctional facility.

6. The BLM and the LCSO agree to share radio frequencies and allow use of such frequencies when communicating or coordinating a mutual response to an incident on public lands within the confines of Lyon County.
7. BLM agrees to detain persons suspected of violating Nevada State laws, Lyon County regulations or ordinances, and to protect any related crime scene, pending arrival of the LCSO. This pertains only to public lands.

V. SCOPE AND CONDITIONS

A. No member of, or delegate to Congress, or State Official, shall be admitted to any share or part of this MOU, or any benefit that may arise there from.

B. During the performance of this MOU, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, age, disability, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, disability, or national origin.

C. Each party will furnish written information necessary for mutual enforcement operations.

D. Any issues which cannot be reconciled between the LCSO and individual BLM LEOs or any issue that affects either party’s performance under this MOU shall be referred to the Sheriff and the SAC. The Sheriff and the SAC will be responsible for coordinating with the appropriate officials to mutually resolve any issue.

E. Nothing in this MOU will be construed as affecting the authorities of either party or as binding beyond their respective authorities.

F. Nothing in this MOU shall obligate the BLM to expend appropriation or to enter into any contract or other obligation. Specific work projects or activities that involve the transfer of funds, service, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by Congress. Each subsequent agreement or arrangement involving the transfer of funds, service, or property shall be made in writing and shall be independently authorized by appropriate statutory authority and regulations, including those applicable to procurement activities.

G. Subject to availability of funds, each party agrees to fund their own expenses associated with the implementation of this MOU. Nothing contained herein shall be construed as obligating the BLM to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

H. Any records or documents generated because of this MOU shall be part of the official BLM record maintained in accordance with applicable BLM Records Management policies. Any request for release of records associated with the
implementation of this MOU to anyone outside the parties must be determined based on applicable laws, including the Freedom of Information Act and the Privacy Act.

I. This MOU shall be effective from the date of execution and shall remain in effect for one year, unless terminated with a 60-day written notice from either party to the other party. This MOU may be modified or amended upon written request of either party and written concurrence of the other party.

VI. APPROVED

Brad Pope
Sheriff
Lyon County Nevada

David D Hockaday
Chair Lyon County
Board of County Commissioners

____________________
Date

Trevis L. Guy
Acting Special Agent in Charge
OLES Region 3, BLM NV/UT

Jon. K. Raby
State Director, Nevada
Bureau of Land Management

____________________
Date
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 11.h

Subject: For Possible Action: Approve the inter-local contract for Child Protective Services between Nevada Department of Health and Human Services, Division of Child and Family Services, and Lyon County in the amount of $803,591 for FY24 and $829,959 for FY25.

Recommendation:

Approve the inter-local contract for Child Protective Services between Nevada Department of Health and Human Services, Division of Child and Family Services, and Lyon County in the amount of $803,591 for FY24 and $829,959 for FY25.

Summary:

Pursuant to NRC 432B.326; Subsection 1, this assessment is based on the percentage of the population for person under the age of 18 for services for the protection of children, including without limitation, investigations of abuse or neglect and assessment.

Financial Department Comments: This is within the budgeted amount for this fiscal year.

District Attorney Comments:

County Manager Comments:

Attachments:

FY24-FY25 Interlocal Contract 27935 Child Protective Services
FY24-FY25 Interlocal Contract 27935 Child Protective Services Attachment A
INTERLOCAL CONTRACT BETWEEN:
NEVADA DIVISION OF CHILD AND FAMILY SERVICES
CHILD WELFARE – CHILD PROTECTIVE SERVICES
AND
LYON COUNTY

ATTACHMENT A: SFY24-25 SERVICE AGREEMENT

Pursuant to NRS 432B.326; Subsection 1, each county whose population is less than 100,000 shall pay an assessment each fiscal year to the Division of Child and Family Services in an amount which does not exceed the amount authorized by the Legislature for the provision of child protective services by the Division in the county during that year. 2. The county shall pay the assessment: (a) In full within 30 days after the amount of the assessment becomes final; or (b) in equal quarterly installments on or before the first day of July, October, January and April respectively.

The assessment is based on the percentage of the population for persons under the age of 18. Child protective services means services for the protection of children, including without limitation, investigations of abuse or neglect and assessments. The term does not include foster care services or services related to adoption.

The State of Nevada Division of Child and Family Services (DCFS), recognizes the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children. As a collaborating partner with LYON COUNTY, hereinafter referred to as the COUNTY, the Division hereinafter referred to as the STATE, supports the provision of Child Protective Services to meet the needs of the children in the community.

1. The COUNTY agrees to provide the following according to the identified timeframes:

1.1. The COUNTY whose population is less than 100,000 shall pay the assessment provided to them by the STATE in full within 30 days after the amount of the assessment becomes final or in equal quarterly installments on or before the first day of July, October, January and April respectively.

2. The STATE agrees to:

2.1. The STATE shall provide child protective services in accordance with the standards adopted pursuant to NRS 432B.190.

2.2. The STATE shall notify the COUNTY the amount of the assessment in May of each year for the ensuing fiscal year. The assessment is to be based upon the percentage of the population for persons under the age 18 in that county.

2.3. The STATE shall provide a quarterly invoice to the COUNTY to be paid in full within 30 days after the amount of the assessment become final or in equal quarterly installments on or before the first day of July, October, January and April respectively.

2.4. The STATE shall submit a report to the COUNTY, on or before December 1 of each year that contains a statement of:
   2.4.1. The total number of children who received child protective services in the county in the immediately preceding fiscal year; and
   2.4.2. The amount and categories of the expenditures made by the Division on child protective services in each county in the immediately preceding fiscal year.

2.5. The STATE shall provide to the COUNTY, on or before December 1 of each even-numbered year, the total proposed budget of the Division for the county for the next succeeding biennium, including the projected number of children who will receive child protective services and the projected costs of child protective services attributed to the county.
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:
Department of Health and Human Services
Division of Child and Family Services
Address:
4126 Technology Way, 3rd Floor
City, State, Zip Code:
Carson City, NV 89706
Contact:
Katrina Nielsen
Phone:
775-684-7952
Fax:
775-684-4455
Email:
contracts@dcfs.nv.gov

Public Entity #2:
Lyon County
Address:
27 S. Main Street
City, State, Zip Code:
Yerington, NV 89447
Contact:
Shayla Holmes
Phone:
775-463-6531
Fax:
775-463-6533
Email:
sholmes@lyon-county.org

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

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

1. **REQUIRED APPROVAL**. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.</td>
</tr>
<tr>
<td>Contracting Entity</td>
<td>The public entities identified above.</td>
</tr>
<tr>
<td>Fiscal Year</td>
<td>The period beginning July 1st and ending June 30th of the following year.</td>
</tr>
<tr>
<td>Contract</td>
<td>Unless the context otherwise requires, ‘Contract’ means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.</td>
</tr>
</tbody>
</table>
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

| Effective Retroactively From: | July 1, 2023 | To: | June 30, 2025 |

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

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: | SFY24-25 SERVICE AGREEMENT |

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:

| $803,591 | for | State Fiscal Year 2024 |
| $829,959 | for | State Fiscal Year 2025 |

| Total Contract or installments payable at: | To be paid on a quarterly basis as specified in Attachment A |

| Total Contract Not to Exceed: | $1,633,550 |

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. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

   A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

   A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


   C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in Section 6, Incorporated Documents.

23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**Lyon County**

David Hockaday

Chair, Lyon County Board of Commissioners

**State of Nevada**

Dr. Cindy Pitlock

Administrator, Division of Child and Family Services

APPROVED BY BOARD OF EXAMINERS

On: ___________________________

Date

Approved as to form by:

[Signature]

Deputy Attorney General for Attorney General

On: ___________________________

Date
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 11.i

Subject: For Possible Action: Accept FY24 agreement from Nevada Department of Business & Industry Housing Division, to use for Low-Income Housing Welfare Set-Aside funds, in the amount $27,401.56, to provide homeless prevention services to Lyon County.

Recommendation:

Accept FY24 agreement from Nevada Department of Business & Industry Housing Division, to use for Low-Income Housing Welfare Set-Aside funds, in the amount $27,401.56, to provide homeless prevention services to Lyon County.

Summary:

Lyon County Human Services was awarded $27,401.56 through the State of Nevada Housing Division for the Welfare Set-Aside grant. This is an annual renewal grant, received through the state of Nevada, to provide emergency assistance with rent, mortgage, and utilities to at-risk families in Lyon County.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

FY24 Welfare Set-Aside Program Agreement
2024 AGREEMENT TO USE WELFARE SET-ASIDE PROGRAM FUNDS BY LYON COUNTY HUMAN SERVICES

THIS STATE FISCAL YEAR (“SFY”) 2024 AGREEMENT TO USE THE ACCOUNT FOR AFFORDABLE HOUSING TRUST FUND WELFARE SET-ASIDE PROGRAM (“WSAP”) is made and entered into by and between Lyon County Human Services, a political subdivision of the State of Nevada, and the State of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”), collectively the “Parties.”

WHEREAS, the Department of Business and Industry Housing Division, State of Nevada, is the administering agency for the Account for Affordable Housing Trust Fund (“AAHTF”); and

WHEREAS, the Division is responsible for the planning, administration, implementation, and evaluation of the WSAP (“Program”); and

WHEREAS, the Division desires to provide WSAP Funds (“Funds”) to Lyon County Human Services in order to assist with qualified Program activities.

NOW, THEREFORE, in consideration of the foregoing premises, the use of Program funds be conveyed to Lyon County Human Services by the Division, subject to the following conditions and limitations:

I. **Scope of Services.**

A. The Division will provide, effective July 1, 2023, Funds not to exceed the total of $27,401.56 from the SFY 2024 AAHTF WSAP to assist with qualified program activities. Money must be made available to individuals and families whose income is at or below 60% AMI.

B. All funds must be expended by June 30, 2026. Per NAC 319.948 if money awarded from the Account has not been expended in relation to the project within 3 years after its award to an applicant, it must be returned to the Division. Upon written request by the applicant and for good cause, the Division may extend the period of the grant for not more than 1 year. Written requests for extension must be submitted within 60 days of the Expenditure Date to be considered by the Division. In the event Lyon County Human Services and/or the Division anticipate the total amount of Funds allocated for this Agreement will not be expended, the Division reserves the right to recapture that portion and reallocate funds for other projects/programs operated under the Program.

C. Lyon County Human Services agrees that any program costs, with regard to the distribution of Program Funds unless otherwise specified, exceeding $27,401.56 will be the responsibility of Lyon County Human Services. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Lyon County Human Services.

D. Before disbursing Funds on behalf of any recipient, Lyon County Human Services agrees to enter into an agreement by way of a signed application with the recipient.

E. Changes in the Scope of Services as outlined herein must be in accordance with NRS 319 and NAC 319, and made by written amendment to this Agreement, and approved by both parties.
Any such changes must not jeopardize the Program.

II. Division General Conditions. Lyon County Human Services agrees to abide by all conditions fully set forth below.

A. Lyon County Human Services has requested the financial support of the Division that is provided for in this Agreement to provide emergency housing assistance to eligible residents of Lyon County. The Division shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Lyon County Human Services shall be an independent contractor only.

B. Lyon County Human Services will provide the Division with client usage records per activity on a quarterly basis during the period of this Agreement, per NAC 319.946 and NRS 319.520 (2). Quarterly reports will be submitted in a manner per the direction of the Division.

C. Lyon County Human Services will not use any portion of the allocated funds for any activities other than qualified program activities, as defined in NRS 319.510. Any recipient or subgrantee must meet program requirements and serve eligible individuals and families with children.

Qualified program activities include:

1. Emergency Rental Assistance
2. Financial assistance with rental and utility security deposits
3. Emergency assistance with utility expenses
4. Expenses associated with emergency motel lodging
5. Other qualifying activities to prevent homelessness

D. Lyon County Human Services may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the required consent shall be voidable by the Division, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

E. Lyon County Human Services shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and onsite monitoring of activities as the Division deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly; and
5. Whether the periodic reports to the Division contain accurate and reliable information.

F. On site visits by the Division shall be announced to Lyon County Human Services in advance of those visits and shall occur during normal operating hours.

G. The representatives of the Division may request, at any time, and, if such a request is made, shall be granted, access to all records of Lyon County Human Services which relate to the program. Records with respect to the Program shall be made available for audit, examination
and review by the Division, the Attorney General’s Office, contracted independent auditors, Legislative Counsel Bureau, or any combination thereof. The representatives of the Division may, from time to time, interview recipients of the housing services of the Program who volunteer to be interviewed.

H. The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act, by any of that party’s employees, agents, or servants in connection with the performance of the Agreement.

I. Lyon County Human Services will not use any Funds or other resources which are supplied by the Division in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify the Division of any legal action which is filed by or against it in conjunction with this program.

J. This Agreement will be effective July 1, 2023 (“Effective Date”) and will commence upon its approval and signature by all parties.

K. Lyon County Human Services agrees that no public officer or public employee of Lyon County Human Services may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the public duties of that position.

L. Lyon County Human Services agrees that no public officer or public employee of Lyon County Human Services may use his or her position in government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a significant pecuniary interest or any other person. As used herein, “unwarranted” means without justification or adequate reason.

M. Lyon County Human Services agrees that no public officer or public employee of Lyon County Human Services may participate as an agent of Lyon County Human Services in the negotiation or execution of a contract between Lyon County Human Services and any private business in which he or she has a significant pecuniary interest.

N. Lyon County Human Services agrees that no public officer or public employee of Lyon County Human Services may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.

O. Lyon County Human Services, and any subgrantee, shall be bound by all county ordinances, and state and federal statutes, conditions, regulations, and assurances which are applicable to the entire Program or are required by the Division.

P. Any material breach of this section may in the discretion of the Division, result in forfeiture of all unexpended Funds received by Lyon County Human Services pursuant to this Agreement, or any part thereof.

Q. No officer, employee or agent of the Division shall have any interest, direct or indirect,
financial, or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the activity during the period of service of such officer, employee or agent, for one year thereafter.

III. Financial Management.

A. Lyon County Human Services agrees, and shall require any subgrantee to agree, that all costs of any activity receiving funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to the Division.

B. Lyon County Human Services agrees to submit requests for funds monthly on the 15th of the month after the expenses are incurred. Should the 15th fall on a weekend or holiday, the draw shall be submitted the next business day. In the event there are no expenses, a draw shall be submitted, the draw total should read $0.00. Requests for Funds will be submitted in a manner per the direction of the Division.

C. Lyon County Human Services agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents related to or arguably related to the activity will be provided upon request to the Division.

IV. Modification or Revocation of Agreement.

A. The Division and Lyon County Human Services will amend or otherwise revise this Agreement should a modification be required.

B. The Division may, with 15 days written notice, suspend or terminate this Agreement in the event any of the Funds are withheld from the Division or otherwise not forthcoming, if Lyon County Human Services fails to comply with any of this Agreement’s terms, or at the convenience of the Division.

C. Lyon County Human Services may terminate this Agreement upon 60 days written notification to the Division.

D. This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

E. This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the First Judicial District Court, Carson City. Any notice to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail receipt requested or facsimile at the following address:
To: The Nevada Housing Division
Nevada Housing Division
1830 College Parkway, Suite 200
Carson City, NV 89706

To: Lyon County Human Services
Lyon County Human Services
620 Lake Ave
Silver Springs, NV 89429

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this ________ day of _________, 2023.

LYON COUNTY HUMAN SERVICES

______________________________
Signing Authority
David Hockaday, Chairman,
Lyon County Board of Commissioners
Print Name & Title
State of Nevada
(Lyon County)

NEVADA HOUSING DIVISION

____________________________________
Stephen Aichroth
Administrator
State of Nevada
(Carson City)
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 11.j

Subject: For Possible Action: Accept an amendment to the grant award from Nevada Department of Business & Industry, Housing Division for FY2020, for the Emergency Solutions Grant – CARES, to provide emergency shelter operations, homeless prevention, and rapid rehousing services to homeless persons and families who are at risk of homelessness, increasing the amount from $66,310 to $70,578.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Nevada Department of Business and Industry Housing Division

THIRD AMENDMENT TO THE FY 2020 HOMELESS EMERGENCY SOLUTIONS GRANTS (ESG) COVID-19 AS AUTHORIZED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT), Public Law 116-136

NOTICE OF SUB-RECIPIENT AWARD

CFDA Number 14.231
Grant #E20-DW-32-0001

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

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

WHEREAS, the approved total Grant award is hereby amended to increase the funds under Homelessness Prevention by $4,268.00, all other provisions of the Grant remain in full force and effect:

| REASON FOR AWARD: EMERGENCY SOLUTIONS GRANT FUNDING FOR HOMELESS ASSISTANCE, HOMELESSNESS PREVENTION, AND OTHER ELIGIBLE ACTIVITIES RELATED TO PREVENTING, PREPARING FOR, AND RESPONDING TO THE CORONAVIRUS PANDEMIC |
|-----------------|-----------------|
| Program Name:   | Address:        |
| EMERGENCY SOLUTIONS GRANT COVID-19 | 1830 E. College Pkwy, Ste. 200
| PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT | Carson City, NV 89706 |
| Sub-recipient name: Lyon County Human Services | Address: 620 Lake Ave
|                           | Silver Springs, NV 89429 |
| Project period:   | Project period: |
| July 1, 2020, through September 30, 2023 | Original Agreement Dated May 2020 |
| Approved cost categories, per this Third Amendment: | Approved cost categories, per this Third Amendment: |
|                  |                  |
| Shelter          | $14,897.94      |
| Homelessness Prevention | $50,616.06 |
| Rapid Re-Housing | $5,064.00       |
| Total Award      | $70,578.00      |

Disbursement schedule as follows: At a minimum, sub-recipients must submit executed draw reimbursement requests monthly (unless prior approval is granted for quarterly draws) which are to be accompanied by an HMIS ESG CAPER report, and staff time sheets if salaries are charged to this grant.

Source of funds:

1. FEDERAL (HUD) 100%

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

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

By: ____________________________

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

David Hockaday, Chairman, Lyon County Board of Commissioners 775-463-6531
Printed Name: David Hockaday
Telephone Number: 775-463-6531
Date: ________________

Agency UEI number: UT4JJJ9N6L69

Administrator, Nevada Housing Division:

By: ____________________________

Stephen Aichroth, Administrator
Date: ________________

13-20 Emergency Solutions Grant Program COVID-19 Advocates to End Domestic Violence
SECTION 1

ADDITIONAL STIPULATIONS

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

PART I- PROGRAM REQUIREMENTS

A. Comply with the Emergency Solutions Grant (ESG) Program requirements of 24 CFR Part 576, unless otherwise provided by the alternative requirements and flexibilities established under the CARES Act, the notice or subsequent waivers, amendments, or replacements to the notice by the Department of Housing and Urban Development (HUD) and as noted by the Nevada state lead.

B. All funds awarded through both allocations of ESG-CV funds must be expended by September 30, 2023, consistent with 24 CFR §576.501.

C. Develop and implement ESG Program Policies and Procedures, including elements reflected in 24 CFR Part 576 Subpart B (§§576.100 through 576.109, inclusive; Subpart E (§§576.400 through 576.409, inclusive), and §§576.500). Procedures shall include a summary of program rules and regulations; Written Standards which include, at a minimum, standards reflected in the Rural Nevada Continuum of Care/ESG Program Written Standards; confidentiality of records of domestic violence victims, or other victims of assault; termination policy of beneficiaries; nondiscrimination policy; drug-free workforce policy; standard of conduct governing performance of employees engaging in purchasing and/or the award or administration of contracts to avoid conflicts of interest; and a written code of conduct. Sub-recipients shall also develop and disseminate a written grievance procedure that clearly defines the requirements for clients to formally dispute denials of assistance and shall document and make available all grievances and resolutions for review by the Division during site visits.

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

E. Agree to design programs and services that will ensure successful outcomes for the Division’s Performance Standards.

F. Requirements at 24 CFR part 576, Subpart E apply, except:

1. ESG-CV funds are not subject to the Continuum of Care consultation requirements found at 24 CFR §576.400(a).
2. Coordination with other targeted homeless services as described by 24 CFR §576.400(b) are waived.
3. System and program coordination with mainstream resources as described at 24 CFR §576.400(c) are waived.

G. Comply with the requirement of Subpart E of 24 CFR §576.400(e) to develop Written Standards for providing ESG assistance. At a minimum, the Standards must include all components reflected in 24 CFR §576.400(e)(3)(i) through (ix) inclusive., and minimum standards reflected in the Rural Nevada Continuum of Care/ESG Program Written Standards guidelines. Homeless prevention and rapid re-housing client eligibility criteria, identified in the Written Standards, shall be made available to the public via agency website, Nevada 211, or another site available to the public.
H. Comply with 24 CFR §§91.5 and 24 CFR §576.2 regarding definitions of homeless and at-risk of homelessness, and documenting that all program participants meet these definitions.

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

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

K. All ESG-CV funds must be expended by September 30, 2023.

L. The ESG-CV grant waives the requirement to provide matching funds; ESG-CV has also waived the ESG provisions for program income under 24 CFR §576.2 and §576.407(e)(1). Alternative requirements include:
   1. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient, as provided by 24 CFR §576.2; and
   2. Costs incidental to generating program income and not charged to the ESG-CV grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR §200.307(b).

M. Comply with the requirements of 24 CFR §576.103 which provides for funding of homelessness prevention activities for: (1) an individual or family who: (i) has an annual income below 50% of area median income (AMI) for the area, as determined by HUD; (ii) does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (i) of HUD’s homeless definition; and (ii) meets one of the following conditions: (a) has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (b) is living in the home of another because of economic hardship; (c) has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (d) lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State or local government programs for low-income individuals; (e) lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 person per room, as defined by the U.S. Census Bureau; or (f) is exiting a publicly funded institution, or system of care(such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); Assistance must not supplant funding for preexisting homelessness prevention activities from any other source; (2) A child or youth who does not qualify as “homeless” under 24 CFR §576.2, but qualifies as homeless under federal programs listed in
24 CFR §576.2(2); or (3) a child or youth who does not qualify has “homeless” under this section, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with him or her.

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

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

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

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

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

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

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

U. Shall ensure that no renovation or major rehabilitation will take place in property listed in the National Register of Historic Places; be located in a historic district or immediately adjacent to a property listed on the Register; be deemed by the State Historic Preservation Officer to be
eligible for listing on the Register; take place in any 100-year flood plain designated by map by Federal Emergency Management Agency; or be completed unless there is a successful completion of HUD's environmental assessment review.

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

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

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

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

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

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

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

CC. Shall make available copies of all monitoring letters from other federal, state, or local grant funded programs if requested by the Division. Copies of written responses addressing areas of concerns or findings shall be included. These copies shall be provided during monitoring
review visits or more frequently if requested by Division staff.

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

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

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

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

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

PART II-FINANCIAL MANAGEMENT REQUIREMENTS

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

B. The Uniform Guidance for Grants and Agreements, also known as chapter 200 within title 2 of the Code of Federal Regulations (CFR) or 2 CFR 200, is the regulatory guidance for the management of federal grants.

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

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

1. Sub-recipients expending $500,000 or more annually in federal funds shall submit one copy of its most recent A-133 single audit to the Division within 60 days of completion, and not later than nine months from the agency’s fiscal year end. This audit must be performed by a Certified Public Accountant annually.
2. Sub-recipients expending less than $500,000 but more than $100,000 in federal funds annually are exempt from OMB Circular A-133 but must request that an audited financial statement be conducted annually. The audited financial statement shall be submitted to the Division within 30 days of receipt, and not later than six months from the agency’s fiscal year end.

3. Sub-recipients expending less than $100,000 must submit unaudited financial statements, a profit and loss statement, and a letter stating the agency expended less than $100,000 in Federal funds within 60 days following the end of each fiscal year. This letter shall be written on agency letterhead and shall include the signature of the Executive Director. Failure to comply with this part may result in Sanctions described in Section IV of this document. Note: Any sub-recipient not required to conduct an A-133 audit or audited financial statements by the Division, but is required to do so under another program, shall provide a copy of the A-133 or audited financial statement in lieu of the unaudited financial statement normally required. The deadline for submission of these copies is the same as above.

E. Comply with requirements of OMB A-133 that states any recipient that passes through federal funding to a sub-recipient is responsible for communicating the Federal award information to each sub-recipient, including informing each sub-recipient of the Catalog of Federal Domestic Assistance (CFDA) title and number.

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

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

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

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

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

**PART III-OTHER FEDERAL REQUIREMENTS**


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

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

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

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

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


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

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

PART IV-PROGRAM SANCTIONS

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

1. Sub-recipient is not on target to expend ESG allocation within timeframes stated in Section 1, Part I(B) of this Notice.

2. Sub-recipient has not provided copies of required documents as requested in Section 1, Part II(D) of this Notice.

3. Sub-recipient has been late in providing, at least quarterly, draw reimbursement requests and client data reports as reflected in Section 1, Part I(M) of this Notice.

4. Sub-recipient has been late in providing annual reports that are due within 20 days of the end of each fiscal year.

5. Sub-recipient has not met requirements of Section 1, Part V of this Notice pertaining to HMIS requirements.

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

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

PART V-

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

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

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

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

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

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

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

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

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

I. Shall comply with the requirement of 24 CFR §576.400(d) that states “Once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care’s area must use and or participate in that assessment system. The sub-recipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards developed by the sub-recipient. A victim service provider may choose not to use the Continuum of Care’s centralized or coordinated assessment system.”
SECTION 2

ATTACHMENTS 1-8

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

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

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

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

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

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

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

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

Attachment 8 – ESG Line of Credit Authorization Form: Completed and Attached □
ATTACHMENT 1

CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS

Name of Sub-Recipient: Lyon County
Grant Program Name: ESG Program
CFDA Number: 14.231
Grant Period: July 1, 2020, to September 30, 2023

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above: 10

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

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

2. Establish an ongoing drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The applicant’s policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, or employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify the Division in writing within 10 calendar days after receiving notice from an employee of a drug abuse conviction or otherwise receiving actual notice of a drug abuse conviction the information reflected under (a), (b), (c) and (d) of this paragraph. The notification must be provided in writing to Nevada Housing Division, 1830 E. College Parkway, Suite 200, Carson City NV 89706. Once notified the Division will be required to notify HUD’s Office of Strategic Planning and Management, Grants Management and Oversight, Department of Housing and Urban Development, 451 7th Street, SW, Room 3156, Washington DC 20410-3000, along with the following information:
   a. The program title and award number for each HUD award covered.
   b. The HUD staff contact name, telephone, and fax numbers.
   c. A grantee contacts name, telephone, and fax numbers; and
   d. The convicted employee’s position and title.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (continued)

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

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

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

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

________________________________________________________________________

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

Certified by:

________________________________________________________________________

Signature of Sub-recipient Representative

David Hockaday, Chairman, Lyon County Board of Commissioners
Printed Name/Title

Date
ATTACHMENT 2

CERTIFICATION REGARDING SUB-RECIPIENT LOBBYING REQUIREMENTS

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

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

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

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

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

Certified by:

_________________________________________
Signature of Sub-recipient Representative

David Hockaday, Chairman, Lyon County Board of Commissioners
Printed Name/Title

Date
ATTACHMENT 3

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

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

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

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

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

Certified by:

________________________
Signature of Sub-recipient Representative

David Hockaday, Chairman, Lyon County Board of Commissioners
Printed Name/Title

Date
ATTACHMENT 4

EMERGENCY SOLUTIONS GRANT PROGRAM
Privacy Policy Notice

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

A. What This Notice Covers

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

   a. Protected Personal Information (PPI) is any information that a sub-recipient maintains about a client that: Allows identification of an individual directly or indirectly.

   b. Can be manipulated by a reasonably foreseeable method to identify a specific individual; or

   c. Can be linked with other available information to identify a specific client. When this notice refers to "personal information" it means PPI.

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

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

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

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

B. How and Why Service Providers Collect Personal Information

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

   a. To provide or coordinate services to a client.

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

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

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

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

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

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

   "We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

   Nosotros colectamos información personal directamente de usted por razones que se explican en nuestra declaración de privacidad. Podríamos tener que colectar cierta información personal por ley o por las organizaciones que nos dan dinero para operar este programa. Otra información personal que colectamos es importante para realizar nuestros programas, para mejorar los servicios para las personas sin hogar y para comprender mejor las necesidades de las personas sin hogar. Solo colectamos información que consideramos conveniente."
C. How the Division and Sub-Recipient Service Providers Will Use and Disclose Personal Information

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

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

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

iv. In response to an oral request for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person, and the personal information disclosed consists only of name, address, date of birth, place of birth, social security number, and distinguishing physical characteristics.

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

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

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

D. How to Inspect and Correct Personal Information

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

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

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

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

d. Disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.

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

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

E. Data Quality

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

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

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

F. Complaints and Accountability

1. The Division and its sub-recipient service providers accept and consider questions or complaints about client privacy and security policies and practices. The client has the right to be heard if he or she believes that confidentiality rights have been violated, if a client has been denied access to personal records, or the client has been put at personal risk, or harmed.

The Division and its sub-recipient service providers have established a formal grievance process for use in such circumstances. To file a complaint or grievance, a client may request a copy of the process from the Division’s website at https://housing.nv.gov, by calling the Division at 775-687-2040, or by contacting the applicable sub-recipient service provider.

a. For a complaint or grievance against data collected for the HMIS database, clients may obtain a Client Grievance Form at https://nvcmis.bitfocus.com/client-forms/. Forms may be submitted to the following:
   Bitfocus, Inc. - HMIS Lead Agency
   Via FAX to: (702) 991-1881
   Via email: support@bitfocus.com
2. Staff members of the Division and its sub-recipient service providers, including employees, volunteers, affiliates, contractors, and associates, are required to comply with this privacy notice. Each staff member must receive and acknowledge receipt of a copy of this notice.

G. Privacy Notice Change History

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

Version 1.0    July 1, 2012
Version 2.0    April 23, 2021

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

Certified by:

__________________________________________
Signature of sub-recipient representative

David Hoekaday, Chairman, Lyon County Board of Commissioners
Printed Name/Title

Date
ATTACHMENT 5

EMERGENCY SOLUTIONS GRANT PROGRAM
Conflict-of-Interest Policy

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

A. Organizational conflicts of interest

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

B. Individual conflicts of interest

For procurement of goods and services, the Division and its sub-recipients must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) summarized at: https://www.hud.gov/sites/documents/DOC_12538.PDF. For all other transactions and activities, the following restrictions apply:

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

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

3. Exceptions:
   Upon the written request by the Division, HUD has stated that they may grant an exception to the provisions of this rule on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph B(3)(i), provided that the Division has satisfactorily met the threshold requirements of paragraph B(3)(i).
i. **Threshold requirements.** HUD will consider an exception only after the Division has provided the following documentation:
   a. If the Division or its sub-recipient is a government, disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
   b. An opinion of the Division’s attorney that the interest for which the exception is sought would not violate state or local law.

ii. **Factors to be considered for exemptions.** In determining whether to grant a requested exception after the Division has satisfactorily met the threshold requirements under paragraph B(3)(i), HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of the Division or its sub-recipient’s program or project, taking into account the cumulative effect of the following factors, as applicable:
   a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available.
   b. Whether an opportunity was provided for open competitive bidding or negotiation.
   c. Whether the affected person has withdrawn from his or her functions, responsibilities, or the decision-making process with respect to the specific activity in question.
   d. Whether the interest or benefit was present before the affected person was in the position described in paragraph B(1);
   e. Whether undue hardship results to the Division, the sub-recipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
   f. Any other relevant considerations.

C. **Contractors**

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

D. **Additional Requirements for ESG sub-recipients and contractors**

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

E. **Conflict of Interest Change History**
Each copy of this Notice will have a history of changes made to the document. This document’s change history is as follows:

Version 1.0    July 1, 2012
Version 2.0    April 23, 2021

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

Certified by:

____________________________________
Signature

David Hecksawy, Chairman, Lyon County Board of Commissioners
Printed Name/Title

__________________________
Date
ATTACHMENT 6

EMERGENCY SOLUTIONS GRANT PROGRAM
Client Termination and Grievance Policies

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

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

Termination Policy:

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

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

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

Grievance Policy:

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

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

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

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

Certified by:

__________________________
Signature

David Hockaday, Chairman, Lyon County Board of Commissioners
Printed Name/Title

__________________________
Date
ATTACHMENT 7

MAINTENANCE OF EFFORT CERTIFICATION
FOR
UNITS OF GENERAL-PURPOSE LOCAL GOVERNMENTS

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

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

Certified by:

David Hockaday
Printed Name of Local Government Authorized Representative

Chairman, Lyon County Board of Commissioners
Title

Authorized Representative Signature
ATTACHMENT 8

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

EMERGENCY SOLUTIONS GRANT PROGRAM

Line of Credit Authorization

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

<table>
<thead>
<tr>
<th>Administrative Agent:</th>
<th>Type of function: (mark one)</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1 □ New User(s)</td>
</tr>
<tr>
<td>Phone:</td>
<td>2 □ Recertify Existing User(s)</td>
</tr>
<tr>
<td>Tax ID #:</td>
<td>3 □ Terminate Authority</td>
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<table>
<thead>
<tr>
<th>Authorized User's Name/Title</th>
<th>Authorized User's Signature</th>
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<tbody>
<tr>
<td>Shayla Holmes</td>
<td></td>
</tr>
<tr>
<td>Director, Lyon County Human Services</td>
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</tr>
<tr>
<td>Jennifer Thomas</td>
<td></td>
</tr>
<tr>
<td>Administrative Services Manager</td>
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<tr>
<td>Lyon County Human Services</td>
<td></td>
</tr>
</tbody>
</table>

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

Administrative Agent Signature

Date

Chairman, Lyon County Board of Commissioners
Title
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 11.k

Subject: For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Division of Child & Family Services for FY2024, in the amount of $54,338.00, with a County match of $18,112.00, for the Family Support Program.

Recommendation:
Accept grant award from Nevada Department of Health and Human Services, Division of Child & Family Services for FY2024, in the amount of $54,338.00, with county match of $18,112.00, for the Family Support Program.

Summary:
This grant award is for the Title-IVB Subpart 2 Family Support programs to provide assessment and case management to families willing and able to benefit from community based services.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
FY24 Family Support Program, Title-IVB Subpart 2 _Notice Of Subaward
**NOTICE OF SUBAWARD**

**Program Name:** Promoting Safe and Stable Families program, Title IV-B, Subpart 2  
DCFS Grants Management Unit  
DCFSGrants@dcfs.nv.gov  

**Subrecipient’s Name:** Lyon County Human Services  
Shayla Holmes  
sholmes@lyon-county.org  

**Address:**  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706-2009  

**Subaward Period:** July 1, 2023 through June 30, 2024  

**Purpose of Award:** Family Support: Parenting Classes for families at risk or families with an open child welfare case.

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

### Approved Budget Categories:

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</tbody>
</table>

**Source of Funds**  
Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act  

<table>
<thead>
<tr>
<th>% Funds</th>
<th>CFDA</th>
<th>FAIN</th>
<th>Federal Grant #</th>
<th>Federal Grant Award Date by Federal Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>93.556</td>
<td>2201NVFPSS</td>
<td>2201NVFPSS</td>
<td>February 24, 2022</td>
</tr>
</tbody>
</table>

**Agency Approved Indirect Rate:** 0.00%  
**Subrecipient Approved Indirect Rate:** 0.00%

**Terms and Conditions:**

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal regulations.
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

**Incorporated Documents:**

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

**Authorized Subrecipient Official’s Name and Title:**

Yaraseth Anaya-Lugo  
Social Services Program Specialist III

For Cindy Pitlock  
Administrator, Division of Child & Family Services

---

State of Nevada  
Department of Health and Human Services  
Division of Child & Family Services  
(hereinafter referred to as the Department)
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD & FAMILY SERVICES  
NOTICE OF SUBAWARD  
NOTICE OF SUBAWARD ADDITIONAL FEDERAL FUNDING SHEET

**Federal Award Computation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Obligated by this Action</td>
<td>$48,904.00</td>
</tr>
<tr>
<td>Cumulative Prior Awards this Budget Period</td>
<td>$5,434.00</td>
</tr>
<tr>
<td>Total Federal Funds Awarded to Date</td>
<td>$54,338.00</td>
</tr>
<tr>
<td>Match Required</td>
<td>☒ Y ☐ N</td>
</tr>
<tr>
<td>Amount Required this Action</td>
<td>$16,301.00</td>
</tr>
<tr>
<td>Amount Required Prior Awards</td>
<td>$1,811.00</td>
</tr>
<tr>
<td>Total Match Amount Required</td>
<td>$18,112.00</td>
</tr>
</tbody>
</table>

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

**Federal Budget Period:**
October 1, 2022 through September 30, 2024

**Federal Project Period:**
October 1, 2022 through September 30, 2024

**FOR AGENCY USE ONLY**

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>% Funds</th>
<th>CFDA</th>
<th>FAIN</th>
<th>FEDERAL GRANT #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act</td>
<td>90</td>
<td>93.556</td>
<td>2301NVFPSS</td>
<td>2301NVFPSS</td>
</tr>
</tbody>
</table>

**Federal Grant Award Date by Federal Agency:**
March 2023
General Conditions

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

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

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

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

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

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

Grant Assurances

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

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

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

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

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

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any recipient or employee because of race, national origin, creed, color, sex, religion, age, disability or handicapped condition (including AIDS and AIDS-related conditions).


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

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

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.

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

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

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

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

- Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

- Any attempt to influence:
  - The introduction or formulation of federal, state or local legislation; or
  - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

- Any attempt to influence:
  - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

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

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

- Not specifically directed at:
  - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
  - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
  - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Description of Services, Scope of Work and Deliverables

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

**Scope of Work for Lyon County Human Services**

**Family Support Services**

**Goal 1**: Children referred into the Family Support Program will be safe and stable in their home environment.

| Service Numbers | 121 Unduplicated Families at risk and families in the child welfare system. |

**Service Numbers**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
<th>How will this Goal be measured (quantitative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. LCHS will receive 162 referrals for FSP of those families, 75%</td>
<td>1. Case managers will offer the Family Check-up four step process for Family Support Program.</td>
<td>6/30/2024</td>
<td>1. Initial intake and enrollment, program assessments, including the PFS-2.</td>
<td>1. Case Notes and assessment outcomes. Received referrals will be tracked through the LCHS Provider Referral excel tracking log.</td>
</tr>
<tr>
<td>will case management focusing on child safety and developmental stages as</td>
<td>2. Case Managers will provide families with in-home visits focused on increasing protective factors using the Family Check-up and model.</td>
<td>6/30/2024</td>
<td>2. Completed assessments including the PFS-2.</td>
<td>2. Completed assessments inducing PFS-2 showing an increase in parental competencies.</td>
</tr>
<tr>
<td>as goals addressing concerns. These families will be new to the program</td>
<td>3. Regular in-home visits that provide ongoing positive connections and community referrals.</td>
<td>6/30/2024</td>
<td>3. Calendars, data entries, resource connection documentation, and goal worksheets.</td>
<td>3. By completion of goal worksheet and resource connections.</td>
</tr>
<tr>
<td>and the service numbers will be unduplicated.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Parents in the Lyon County will become more knowledgeable in</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>parental competencies to preserve families.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. LCHS will connect referred families to the necessary social supports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and connections</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Goal 2**: Youth with or at risk of an SED and their families in Lyon County have few resources to access that can support their many complex needs.

**Service Number**

- 67 Unduplicated Youth at risk or with a child welfare case open.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
<th>How will this Goal be measured (quantitative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. LCHS will provide accessible services to 67 at-risk rural youth</td>
<td>1. Case managers will conduct an assessment to determine level of need.</td>
<td>6/30/2024</td>
<td>1. Assessments and CASIs</td>
<td>1. Case Notes and assessment outcomes.</td>
</tr>
<tr>
<td>with or at risk of an SED and their families. Youth and their families</td>
<td>will receive a CASII score to determine level of need. Families</td>
<td>6/30/2024</td>
<td>2. Services Plans.</td>
<td>2. Completion of services plans (resource connection).</td>
</tr>
<tr>
<td>will be offered case management services alongside behavioral health</td>
<td>will be offered case management services alongside behavioral health services for the youth and their families.</td>
<td>6/30/2024</td>
<td>3. Calendars, data entries, resources connection documentation, and service plans.</td>
<td>3. Completion of home visits and service plans.</td>
</tr>
<tr>
<td>services for the youth and their families.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Case managers will create service plans based on CASII score and the</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>needs of the youth and their families.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Regular in-home visits that provide ongoing positive connections and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>community referrals.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/30/2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Goal 3:** Parents referred into the Family Support Program become more knowledgeable in parental competencies to preserve families

**Service Numbers:** 72 Offered Parenting Classes for families at risk or families with an open child welfare case.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
<th>How will this Goal be measured (quantitative)</th>
</tr>
</thead>
</table>
| 1. LCHS will increase confidence and competence of parenting abilities in families in the geographical region by offering **72 parenting classes.** These classes will be provided to unduplicated individuals. | 1. Free parenting classes will be provided to families in the programs. | 6/30/2024 | 1. Excel tracking documents, and sign-in sheets. | 1. Excel tracking for completed classes, completed signed in sheets. Received referrals will be tracked through the LCHS Provider Referral excel tracking log.  
• DCFS GMU Quarterly reports  
• DCFS GMU Unity Reports |
| 2. 80% of participants will complete the class with more confidence and competence of parenting abilities. | 2. Parents will complete a pre- and post-survey on their ability to confidently and competently parent their children. | 6/30/2024 | 2. pre-and post-surveys. Families completed a full series of classes will be administer initial PFS-2 an a concluding PFS-2. | 2. pre-and post-surveys or increase in parenting knowledge. A complete pair of PFS-2.  
• DCFS GMU Quarterly reports  
• DCFS GMU Unity Reports |

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

### Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada State Division of Child and Family Services from Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act by grant number 2201NVFPSS and 2301NVFPSS. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the State of Nevada.

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by 2201NVFPSS and 2301NVFPSS from Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act.

Subrecipient agrees to adhere to the following budget:

<table>
<thead>
<tr>
<th>Applicant Name: Lyon County Human Services</th>
<th>BUDGET NARRATIVE - SFY24</th>
</tr>
</thead>
</table>

### Total Personnel Costs

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
<th>Control Number</th>
<th>Start Date</th>
<th>Responsibilities</th>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Month</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaleigh Christensen</td>
<td>Senior Case Manager</td>
<td>60108</td>
<td>11/18/19</td>
<td>Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.</td>
<td>$61,796.00</td>
<td>46%</td>
<td>14%</td>
<td>12</td>
<td>$12,631.10</td>
</tr>
<tr>
<td>Karri Mouritsen</td>
<td>Senior Case Manager</td>
<td>60103</td>
<td>10/18/21</td>
<td>Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.</td>
<td>$59,798.00</td>
<td>43%</td>
<td>14%</td>
<td>12</td>
<td>$11,971.56</td>
</tr>
<tr>
<td>Christina Cervi</td>
<td>Senior Case Manager</td>
<td>60109</td>
<td>01/30/23</td>
<td>Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.</td>
<td>$57,981.00</td>
<td>50%</td>
<td>14%</td>
<td>12</td>
<td>$12,176.01</td>
</tr>
<tr>
<td>Dalia Talon</td>
<td>Senior Case Manager</td>
<td>60102</td>
<td>10/03/22</td>
<td>Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.</td>
<td>$58,338.00</td>
<td>44%</td>
<td>14%</td>
<td>12</td>
<td>$11,760.94</td>
</tr>
<tr>
<td>Jenna Dykes</td>
<td>Children’s Services Division Manager</td>
<td>60000</td>
<td>05/04/20</td>
<td>Manages and directs the daily activities of assigned staff, coordinates, prioritizes and assigns tasks and projects, tracks and reviews work progress and activities.</td>
<td>$84,021.00</td>
<td>36%</td>
<td>5%</td>
<td>12</td>
<td>$5,798.39</td>
</tr>
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### Operating Costs

- Total: $ -

### Equipment Costs

- Total: $ -

### Contractual Costs

- Total: $ -

### Other Costs

- Total: $ -

### TOTAL DIRECT CHARGES

- Total: $54,338.00

### Indirect Costs

- Total: $ -

### TOTAL BUDGET

- Total: $54,338.00
### PROPOSED BUDGET SUMMARY - SFY24

**A.**

**FUNDING SOURCES**

<table>
<thead>
<tr>
<th></th>
<th>GMU</th>
<th>County</th>
<th>Differential Response</th>
<th>Title IV-B</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Match</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PENDING OR SECURED</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
<td>Pending</td>
</tr>
<tr>
<td>ENTER TOTAL REQUEST</td>
<td>$54,338.00</td>
<td>$27,813.00</td>
<td>$138,032.00</td>
<td>$46,000.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$18,113.00</td>
<td>$284,295.99</td>
</tr>
</tbody>
</table>

**EXPENSE CATEGORY**

<table>
<thead>
<tr>
<th></th>
<th>Personnel</th>
<th>Travel/Training</th>
<th>Operating</th>
<th>Equipment</th>
<th>Contractual/Consultant</th>
<th>Other Expenses</th>
<th>Indirect</th>
<th>TOTAL EXPENSES</th>
<th>$54,338.00</th>
<th>$27,813.00</th>
<th>$138,032.00</th>
<th>$46,000.00</th>
<th>$-</th>
<th>$-</th>
<th>$-</th>
<th>$18,113.00</th>
<th>$284,295.99</th>
</tr>
</thead>
</table>

|                | $54,338.00 | $27,813.00 | $138,032.00 | $46,000.00 | $-          | $-           | $-            | $18,113.00 | $284,295.99 |

These boxes should equal 0

<table>
<thead>
<tr>
<th>Total Indirect Cost</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
</table>

**Indirect % of Budget**

- Percent of Agency Budget: 0.19113178

**B. Explain any items noted as pending:**

The FY24 NOFO for the Differential Response and IVB-1 grants have not yet been received; and the County budget is in the review process; however, we anticipate these funding streams to continue.
The Department agrees:

- Both parties agree:
  - 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 $54,338.00.
    - Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
    - Indicate what additional supporting documentation is needed in order to request reimbursement.
    - Additional expenditure detail will be provided upon request from the Department.
    - 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.

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 SUBAWARD PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 30-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 30-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items the program 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;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
### Program Name:
Promoting Safe and Stable Families program, Title IV-B, Subpart 2

### Subrecipient’s Name
Lyon County Human Services

### Address:
4126 Technology Way, 3rd Floor
Carson City, NV 89706-2009

### Subaward Period:
July 1, 2023 – June 30, 2024

### FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT
(must be accompanied by expenditure report/back-up documentation)

<table>
<thead>
<tr>
<th>Approved Budget Category</th>
<th>A Approved Budget</th>
<th>B Total Prior Requests</th>
<th>C Current Request</th>
<th>D Year to Date Total</th>
<th>E Budget Balance</th>
<th>F Percent Expended</th>
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<tbody>
<tr>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$54,338.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>2. Travel/Training</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
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<td>3. Operating</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>4. Equipment</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>-</td>
</tr>
<tr>
<td>5. Contractual/Consultant</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
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<td>6. Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
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<tr>
<td>7. Indirect</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
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<td><strong>Total</strong></td>
<td><strong>$54,338.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$54,338.00</strong></td>
<td><strong>0.0%</strong></td>
</tr>
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### MATCH REPORTING

<table>
<thead>
<tr>
<th>Approved Match Budget</th>
<th>Total Prior Reported Match</th>
<th>Current Match Reported</th>
<th>Year to Date Total</th>
<th>Match Balance</th>
<th>Percent Completed</th>
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<tbody>
<tr>
<td>$18,113.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
</tbody>
</table>

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

Authorized Signature

Title

Date

FOR DEPARTMENT USE ONLY

Is program contact required? ____ Yes _____ No
Contact Person:

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

Date

Subaward Packet (CA)
Revised 6/19
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization’s most recent fiscal year?  
   YES ☐    NO ☐

3. When does your organization’s fiscal year end?  
   ____________________________

4. What is the official name of your organization?  
   ____________________________

5. How often is your organization audited?  
   ____________________________

6. When was your last audit performed?  
   ____________________________

7. What time-period did your last audit cover?  
   ____________________________

8. Which accounting firm conducted your last audit?  
   ____________________________

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees’ Retirement System (PERS) during the duration of the subaward.

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

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

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

Name

Services

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

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

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as “Department”

and

Lyon County Human Services

Hereinafter referred to as “Subrecipient”

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. Definitions

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

1. Agreement shall refer to this document and that agreement to which this addendum is made a part.

2. Confidential Information shall mean any individually identifiable information, health information or other information in any form or media.

3. Subrecipient shall mean the name of the organization described above.

4. Required by Law shall mean a mandate contained in law that compels a use or disclosure of information.

II. Term

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

IV. Permitted Uses and Disclosures of Information by Subrecipient

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

V. Use or Disclosure of Information

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

1. The disclosure is required by law; or

2. The disclosure is allowed by the agreement to which this Addendum is made a part; or

3. The Subrecipient has obtained written approval from the Department.

VI. Obligations of Subrecipient

1. Agents and Subcontractors. Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

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

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

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as “Department”) and Lyon County Human Services (referred to as “Subrecipient”).

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Subrecipient Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promoting Safe and Stable Families program, Title IV-B, Subpart 2</td>
<td>Lyon County Human Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal Grant Number</th>
<th>Subaward Number</th>
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</thead>
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<tr>
<td>2201NVFPSS and 2301NVFPSS</td>
<td>93556-22-018</td>
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<table>
<thead>
<tr>
<th>Federal Amount</th>
<th>Contact Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>$54,338</td>
<td>Shayla Holmes</td>
<td>620 Lake Avenue</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Federal (Match) Amount</th>
<th>Total Project</th>
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</thead>
<tbody>
<tr>
<td>$18,113</td>
<td>$72,451</td>
</tr>
</tbody>
</table>

Performance Period: July 1, 2023 through June 30, 2024

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Request for Reimbursement and will be verified during subrecipient monitoring. Non-Federal (Match) funding must be in compliance with CFR 200.306.

§ 200.306 Cost sharing or matching

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under subpart E of this part;
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency; and
7. Conform to other provisions of this part, as applicable.

FINANCIAL SUMMARY FOR MATCHING FUNDS

| Total Amount Awarded | $54,338 |
| Required Match Percentage | 25% |
| Total Required Match | $13,584.50 |

<table>
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<tr>
<th>Approved Budget Category</th>
<th>Budgeted Match</th>
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</thead>
<tbody>
<tr>
<td>1 Personnel</td>
<td>$18,113.00</td>
</tr>
<tr>
<td>2 Travel</td>
<td>$</td>
</tr>
<tr>
<td>3 Operating</td>
<td>$</td>
</tr>
<tr>
<td>4 Contractual/Consultant</td>
<td>$</td>
</tr>
<tr>
<td>6 Training</td>
<td>$</td>
</tr>
<tr>
<td>7 Other</td>
<td>$</td>
</tr>
<tr>
<td>8 Indirect Costs</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$18,113.00</strong></td>
</tr>
</tbody>
</table>

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 11.1

Subject: For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Director’s Office, for FY2024, in the amount of $39,105.00, with a County match of $3,910.00, for the Family Resource Center (FRC).

Recommendation:

Accept grant award from Nevada Department of Health and Human Services, Director’s Office, for FY2024, in the amount of $39,105.00, with a $3,910 match, for the Family Resource Center.

Summary:

This is the annual grant renewal process for the Family Resource Center funding. Lyon County Human Services Administrative Offices serve as the Family Resource Centers and connection point to resources and referrals in the community. By having administrative staff available, at-risk individuals in Lyon County communities have an access point to get application assistance, information, and referrals to meet the goals of the individuals and families we serve.

Financial Department Comments: The match will be paid out of the existing budget in the General Indigent Fund.

District Attorney Comments:

County Manager Comments:

Attachments:

FY24 Family Resource Center DO 1358 Notice Of Subaward
NOTICE OF SUBAWARD

Program Name: DHHS, Grant Management Unit, Funds for Healthy Nevada
Michelle McNeely, mmcneely@dhhs.nv.gov

Subrecipient’s Name: Lyon County Human Services, Family Resource Center (FRC)
Shayla Holmes sholmes@lyon-county.org

Address: 620 Lake Ave.
Silver Springs, NV 89429-5093

Subaward Period: 07/01/2023 through 06/30/2024

Purpose of Award: Delivering Community Services (food, workforce, utility, rent, etc.) to at-risk individuals and families

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

Approved Budget Categories:

1. Personnel $39,105.00
2. Travel $0.00
3. Operating $0.00
4. Equipment $0.00
5. Contractual/Consultant $0.00
6. Training $0.00
7. Other $0.00

TOTAL DIRECT COSTS $39,105.00
8. Indirect Costs $0.00

TOTAL APPROVED BUDGET $39,105.00

Source of Funds:

Fund for Health Nevada FHN

% Funds: 100% CFDA: N/A FAIN: N/A Federal Grant #: N/A Grant Award Date by Federal Agency: N/A

Agency Approved Indirect Rate: 0% Subrecipient Approved Indirect Rate: 8%

Terms and Conditions:

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

Incorporated Documents:

Section A: Grant Conditions and Assurances.
Section B: Description of Services, Scope of Work and Deliverables.
Section C: Budget and Financial Reporting Requirements.
Section D: Request for Reimbursement.

Section E: Audit Information Request.
Section F: Current/Former State Employee Disclaimer.
Section G: DHHS Business Associate Addendum; and
Section H: Matching Funds Agreement

Name: Dave Hockaday, Chairman
Lyon County Board of Commissioners

Name: Erika Pond, Social Services Chief
Grants Management Unit

Name: For Richard Whitley, Director
Department of Health and Human Services

Approved / T. Beauregard / 06.27.2023
SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

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

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

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

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

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

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

Grant Assurances

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

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

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

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

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

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


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

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

9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations...
10. No funding associated with this grant will be used for lobbying.

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

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

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

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

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

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

- Not specifically directed at:
  - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
  - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
  - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
**Description of Services, Scope of Work and Deliverables**

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.*

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

**Scope of Work for: Lyon County Human Services**

| Goal 1: Each client will have a Service Plan based on an assessment of client needs. |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Objective | Activities | Expected Outcomes | Timeline: Begin-Completion | Target Population | Evaluation Measure (indicator) | Evaluation Tool |
| 1.1 Each client will have an electronic case file with a Service Plan included. | 1.1. Clients will self-determine the goals that will inform the Service Plan. | 1.1. All clients requesting services will be connected with the needed service. | Ongoing throughout the grant period. | Lyon County residents. | 85% of clients will have a Service Plan created | Service Plan. |

| Goal 2: Each client will self-determine goals stated on the Family Goal Worksheet. |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Objective | Activities | Expected Outcomes | Timeline: Begin-Completion | Target Population | Evaluation Measure (indicator) | Evaluation Tool |
| 2.1 Clients will achieve a minimum of one goal as stated on their Service Plan. | 2.1. Clients seeking assistance with connecting to services through LCHS will be connected by completing the Service Plan Worksheet | 2.1. Clients seeking services will be connected with the needed service. | Ongoing throughout the grant period. | Lyon County residents. | 75% of clients will achieve a goal on the Service Plan. | Service Plan. |

## OCPG approved reporting forms.
### Applicant Name: Lyon County Human Services

#### BUDGET NARRATIVE
(form revised February 2021)

<table>
<thead>
<tr>
<th>Total Personnel Costs</th>
<th>$39,105</th>
</tr>
</thead>
</table>

- **List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.**

<table>
<thead>
<tr>
<th>Name</th>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Months worked</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candis Rogers, Office Assistant, Position Control Number 11703</td>
<td>$47,145.00</td>
<td>66.000%</td>
<td>17.686%</td>
<td>12</td>
<td>100.00%</td>
<td>$13,841</td>
</tr>
<tr>
<td>Donna McCormick, Office Assistant, Position Control Number 11728</td>
<td>$41,246.00</td>
<td>71.000%</td>
<td>17.685%</td>
<td>12</td>
<td>100.00%</td>
<td>$12,473</td>
</tr>
<tr>
<td>Calli Pennine, Office Assistant, Position Control Number 11729</td>
<td>$41,094.00</td>
<td>76.000%</td>
<td>17.685%</td>
<td>12</td>
<td>100.00%</td>
<td>$12,791</td>
</tr>
</tbody>
</table>

Provides intake, triage, application assistance, and referral services to the Human Services three direct service divisions; the respective divisions will stabilize families with case management services.

<table>
<thead>
<tr>
<th>Total Fringe Cost</th>
<th>$16,205</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salary Cost</td>
<td>$22,900</td>
</tr>
<tr>
<td>Total Budgeted FTE</td>
<td>0.53056</td>
</tr>
</tbody>
</table>

#### Travel

<table>
<thead>
<tr>
<th>Title of Trip &amp; Destination such as CDC Conference: San Diego, CA</th>
<th>Cost</th>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare: cost per trip (origin &amp; destination) x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Baggage fee: $ amount per person x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Per Diem: $ per day per GSA rate for area x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Ground Transportation: $ per r/trip x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff</td>
<td>$0.000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Parking: $ per day x # of trips x # of days x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (65.5 cents) as a guide unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.
In-State Travel

<table>
<thead>
<tr>
<th>Origin &amp; Destination</th>
<th>Cost</th>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare: cost per trip (origin &amp; designation) x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Baggage fee: $ amount per person x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Per Diem: $ per day per GSA rate for area x # of trips x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Motor Pool: ($ car/day + ## miles/day x $ rate per mile) x # trips x # days</td>
<td>$0.00</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff</td>
<td>$0.000</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Parking: $ per day x # of trips x # of days x # of staff</td>
<td>$0</td>
<td>0</td>
<td>0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Justification: Who will travel and why

Operating

<table>
<thead>
<tr>
<th>Total:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated program supplies should be included. If providing meals, snacks, or basic nutrition, include these costs here.</td>
<td></td>
</tr>
<tr>
<td>Office supplies $ amount x # of FTE staff x # of mo.</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rent: $ per/mo. x 12 months x # of FTE</td>
<td>$0.00</td>
</tr>
<tr>
<td>Communications</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Justification: Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.

Equipment

<table>
<thead>
<tr>
<th>Total:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Equipment purchase or lease costing $5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. All other equipment costing less than $5,000 should be listed under Supplies.</td>
<td></td>
</tr>
<tr>
<td>Describe equipment</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Contractual

<table>
<thead>
<tr>
<th>Total:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a &quot;pass-through&quot; entity, and its capacity to do so.</td>
<td></td>
</tr>
<tr>
<td>Name of Contractor, Subrecipient</td>
<td>Total</td>
</tr>
<tr>
<td>Method of Selection: explain, i.e. sole source or competitive bid</td>
<td></td>
</tr>
<tr>
<td>Period of Performance: xx/xx/xxxx-xx/xx/xxxx</td>
<td></td>
</tr>
<tr>
<td>Scope of Work: Define scope of work - What will be the specific services/tasks that will be completed and specific deliverables? How do deliverables relate to your goals and objectives, how will deliverables achieve your objective(s)?</td>
<td></td>
</tr>
</tbody>
</table>

* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

| Personnal | $0.00 |
| Travel | $0.00 |
| Total Budget | $0.00 |
**Method of Accountability:** Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant’s work.

**Training**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>List all cost associated with Training, including justification of expenditures. Describe training</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Other**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as audit costs, car insurance, client transportation, etc. Stipends or scholarships that are a component of a larger project or program may be included here, but require special justification.</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing Services: $ amount/mo. x 12 months</td>
<td>$0</td>
</tr>
<tr>
<td>Copier/Printer Lease: $ amount/mo. x 12 months</td>
<td>$0</td>
</tr>
<tr>
<td>Property and Contents Insurance per year</td>
<td>$0</td>
</tr>
<tr>
<td>Other Utilities: $ per quarter</td>
<td>$0</td>
</tr>
<tr>
<td>Postage: $ per mo. x 12 months</td>
<td>$0</td>
</tr>
<tr>
<td>State Phone Line: $ per mo. x 12 months x # of FTE</td>
<td>$0</td>
</tr>
<tr>
<td>Voice Mail: $ per mo. x 12 months x # of FTE</td>
<td>$0</td>
</tr>
<tr>
<td>Conference Calls: $ per mo. x 12 months</td>
<td>$0</td>
</tr>
<tr>
<td>Long Distance: $ per mo. x 12 months</td>
<td>$0</td>
</tr>
<tr>
<td>Email: $ per mo. x 12 months x # of FTE</td>
<td>$0</td>
</tr>
</tbody>
</table>

Justification: Include narrative to justify any special budget line items included in this category, such as stipends, scholarships, marketing brochures or public information. Tie budget piece to project deliverable.

**TOTAL DIRECT CHARGES**

$39,105

**Indirect Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Indirect Rate: 0.000%</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Methodology: Explain how indirect is calculated (e.g. 11% of all direct expenses per Federally approved indirect agreement). If using a Federally approved indirect rate, be sure to include a copy of the agreement to DHHS staff.</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BUDGET**

$39,105
A. PROPOSED BUDGET SUMMARY  
(form revised February 2021)

PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>GMU</th>
<th>County 303</th>
<th>WIC</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECURED</td>
<td>SECURED</td>
<td>PENDING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTER TOTAL REQUEST</td>
<td>$39,105</td>
<td>$141,920</td>
<td>$40,808</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$221,833</td>
</tr>
</tbody>
</table>

EXPENSE CATEGORY

<table>
<thead>
<tr>
<th>Personnel</th>
<th>$39,105</th>
<th>$141,920</th>
<th>$40,808</th>
<th>$221,833</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Operating</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Indirect</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL EXPENSE $39,105 $141,920 $40,808 $0 $0 $0 $0 $0 $221,833

These boxes should equal 0

Total Indirect Cost $0

Total Agency Budget $221,833

Percent of Subrecipient Budget 18%

B. Explain any items noted as pending:
The FY24 WIC NOFO has not yet been received, however, we anticipate this funding stream to continue.

C. Program Income
Calculation: N/A
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 $39,105.
- 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 the program or OCPG must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient.
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e., CDC.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

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

Financial Reporting Requirements

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

<table>
<thead>
<tr>
<th>Approved Budget Category</th>
<th>A Approved Budget</th>
<th>B Total Prior Requests</th>
<th>C Current Request</th>
<th>D Year to Date Total</th>
<th>E Budget Balance</th>
<th>F Percent Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>2. Travel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>3. Operating</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>5. Contractual/Consultant</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>6. Training</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>7. Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>8. Indirect</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

**MATCH REPORTING**

<table>
<thead>
<tr>
<th>INSERT MONTH/QUARTER</th>
<th>Approved Match Budget</th>
<th>Total Prior Reported Match</th>
<th>Current Match Reported</th>
<th>Year to Date Total</th>
<th>Match Balance</th>
<th>Percent Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
</tbody>
</table>

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

Authorized Signature: ____________________________
Title: ____________________________
Date: ____________

FOR Department USE ONLY

Is program contact required? __Yes   ___ No  Contact Person: ____________________________
Reason for contact: ____________________________
Fiscal review/approval date: ____________________________
Scope of Work review/approval date: ____________________________
Chief (as required): ____________________________
Date: ____________
SECTION E

Audit Information Request

1. Non-Federal entities that expend $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization’s most recent fiscal year?   □ YES  □ NO

3. When does your organization’s fiscal year end?  

4. What is the official name of your organization?  

5. How often is your organization audited?  

6. When was your last audit performed?  

7. What time-period did your last audit cover?  

8. Which accounting firm conducted your last audit?  

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

Current or Former State Employee Disclaimer

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

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

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

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

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

Name                                                                                     Services

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

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

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

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the “Covered Entity”

and

Lyon County Human Services

Hereinafter referred to as the “Business Associate”

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (“the HITECH Act”), and regulation promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.

2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.


4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.

5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule.

6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.

7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.

9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.

10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.

11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.

12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.

14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.

15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR’S OFFICE
NOTICE OF SUBAWARD

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

16. Required by Law means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.

17. Secretary shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary’s designee.

18. Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.

19. Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.

20. USC stands for the United States Code.

17. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e)(2)(ii)(E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations to the individual under the Privacy Act, including, but not limited to 45 CFR 164.529.

2. Access to Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate’s compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).

3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or otherwise, must include the required records specified at 45 CFR 164.528(b).

4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.

6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary, the Covered Entity, or any other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for any civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.

7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate with respect to any entity that has been determined by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. Breach Notification Requirements. If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. Breach Pattern or Practice by Covered Entity. Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.

10. Data Ownership. The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.

11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost.
to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).

13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.

14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate’s HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(i)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
   b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
   c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a party, the Business Associate may obtain, prior to making any such disclosure, reasonable written assurances from the party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
   d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
   b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity’s Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate’s use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate’s use or disclosure of protected health information.

4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:
   a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
   b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
   c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.

2. Term. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.

3. Termination for Breach of Agreement. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

2. Clarification. This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.

3. Indemnification. Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
   a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
   b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party’s performance under this Addendum.

4. Interpretation. The provisions of this Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

5. Regulatory Reference. A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.

6. Survival. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
SECTION H
Matching Funds Agreement

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

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Subrecipient Name</th>
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<tbody>
<tr>
<td>DHHS Grants Management Unit, Family Resource Centers</td>
<td>Lyon County Human Services FRC</td>
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<th>Federal Grant Number</th>
<th>Subaward Number</th>
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<th>Contact Name</th>
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<tr>
<td>n/a</td>
<td>Shayla Holmes, <a href="mailto:sholmes@lyon-county.org">sholmes@lyon-county.org</a></td>
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<tr>
<td>n/a</td>
<td>620 Lake Ave. Silver Springs, NV 89429-9038</td>
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<th>Total Award</th>
<th>Performance Period</th>
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<tbody>
<tr>
<td>$39,105.00</td>
<td>July 1, 2023 through June 30, 2024</td>
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Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

**FINANCIAL SUMMARY FOR MATCHING FUNDS**

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<td>2 Travel</td>
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<tr>
<td>3 Operating</td>
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<td>4 Contract/Consultant</td>
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<td>Oct $</td>
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<tr>
<td>5 Supplies</td>
<td></td>
<td>Nov $</td>
</tr>
<tr>
<td>6 Training</td>
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<td>7 Other</td>
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<td>Total</td>
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</table>

YTD Total $ -

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 11.m

Subject: For Possible Action: Approve a United We Stand (UWS) grant through the Nevada State Emergency Response Commission (SERC) in the amount of $38,000 for law enforcement, fire/EMS to respond to threats of active assailant/mass casualty incidents within Lyon County, and to allow the Emergency Manager Taylor Allison to sign the grant award.

Recommendation:

Summary:

On April 19, 2023, the Lyon County Local Emergency Planning Committee (LEPC) approved Lyon County Office of Emergency Management apply for a $38,000 United We Stand (UWS) grant through the Nevada State Emergency Response Commission (SERC). If approved, the UWS grant will strengthen law enforcement, fire/EMS, and emergency management's capability to respond to threats of active assailant/mass casualty incidents within Lyon County.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

SERC Grant Award
July 20, 2023

Taylor Allison
34 Lakes Boulevard
Dayton, NV 89403

Ref: United We Stand Grant Award Letter 24-UWS-11-01

Dear Ms. Allison,

It is my pleasure to inform you that Lyon County’s LEPC FY24 United We Stand (UWS) grant request has been approved by the SERC Commission in the amount $27,700.00 in Supplies and $10,300.00 for Equipment. The grant period is July 20, 2023 to June 30, 2024. As always, these grant funds are not available for expenditures or obligations occurring prior to or after the award period.

Please use the grant number above on all correspondence regarding this grant.

Enclosed is the grant award obligating the funds to the LEPC. Please sign and return to the SERC office. Please note that no reimbursements will be made until all award documents have been signed and received by the SERC office.

As a grantee of the SERC, your agency will be required to comply with federal, state, and local rules and regulations and administrative guidelines in the management of this grant.

If you have any questions, you can always contact our office at 775-684-7511 or email serc@dps.state.nv.us.

Sincerely,

Brandilyn Baxter, SERC Administrator
STATE OF NEVADA
STATE EMERGENCY RESPONSE COMMISSION
United We Stand Grant Award

**SUBGRANTEE:** Lyon County
Local Emergency Planning Committee

**ADDRESS:**
27 S. Main Street
Yerington, NV 89447

**Vendor#**

**PROJECT TITLE:** UWS GRANT

**Funds provided by:**
State of Nevada
Tax ID: 88-6000022
No CFDA #

**GRANT NO.:** 24-UWS-11-01

**TOTAL AWARD:** $38,000

**GRANT PERIOD:** 07/20/23 to 06/30/24

### APPROVED BUDGET FOR PROJECT

<table>
<thead>
<tr>
<th>CATEGORY</th>
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<tr>
<td>Training</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$10,300</td>
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</tbody>
</table>

**TOTAL GRANT AMOUNT**

$38,000

This award is subject to the requirements established by the State of Nevada, and the State Emergency Response Commission (SERC) including the Certified Assurances attached to the grant application and the Special Condition attached hereto.

Any changes to the budget categories must have approval by the SERC office prior to implementation.

### APPROVAL

**Brandilyn Baxter, SERC Coordinator**
Name and Title of Authorized Official

### SUBGRANTEE ACCEPTANCE

**Taylor Allison, LEPC Chair**
Name and Title of Appointing Official

Signature of Approving Official: X
Date: 7/20/23

Signature of Authorized Official: X
Date:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 12.a

Subject: For Possible Action: To approve the request for a Major Variance from George Thanash to allow an accessory building to be located less than one-hundred (100) feet from an adjacent road in the RR-20 (Rural Residential-20 acre minimum) zoning district on a 40.89 acre parcel located approximately five-hundred (500) feet to the southwest of the intersection of Hoye Canyon Road and State Route 208 at 54 Hoye Canyon Road in Smith Valley (APN 10-631-29) PLZ-2023-035.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Staff Report
Backup
Public Comment
Advisory Board Letter of Transmittal
STAFF REPORT AND PLANNING COMMISSION ACTION

PLZ-2023-035

Proposed Action: Major Variance for an accessory building to be located less than one-hundred (100) feet from an adjacent road.

Meeting Date: August 3, 2023

Property Owner: George Thanash

Applicant: George Thanash

Location: Smith Valley

Parcel Number: 10-631-29

Parcel Size: 40.89 acres

Master Plan: Rural Residential

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

Flood Zone(s): Zone A (1% Annual Chance Flood Hazard) and Zone D (Area of Undetermined Flood Hazard) per FIRM 32019C0950E

Case Planner: Bill Roth

REQUEST

The Applicant is requesting a Major Variance to allow for an accessory building to be located less than one-hundred (100) feet from an adjacent road on a 40.89-acre parcel in Smith Valley.

PROJECT SUMMARY

The Applicant’s proposal is for a Major Variance to allow the construction of a four-thousand (4,000) square foot pre-engineered metal Accessory Building to be located sixty-one (61) feet from an adjacent road where a minimum of one-hundred (100) feet is required. Section 15.335.03 of the Lyon County Code states that, for properties five (5) acres or larger, Accessory Buildings may be located closer to the adjacent road than the principal structure on the property but that the Accessory Buildings must be at least one-hundred (100) feet from the adjacent road.
The subject property has a Master Plan designation of Rural Residential and is zoned RR-20 – Rural Residential (20 acre minimum).

PLANNING COMMISSION

At the July 11, 2023 Planning Commission meeting, by a unanimous vote (6 Ayes, Commissioners Allan, Kuzmicki, Sell, Carlson, Ewing and Jones; 0 Nay; 0 Abstentions), the Planning Commission motioned to forward a recommendation of approval to the Board of Commissioners for the request for a Major Variance. There was no discussion by the Commissioners. There were no public comments.

RECOMMENDED MOTION: APPROVAL

If the Board of County Commissioners determines that they will approve the Major Variance request, then the Board may want to consider a motion similar to the following.

The Lyon County Board of County Commissioners finds that:

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

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

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

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the request by Mr. George Thanash for a Major Variance to allow an Accessory Building to be located less than one-hundred (100) feet from an adjacent road on a 40.89-acre parcel in the RR-20 – Rural Residential (20 acre minimum) zoning district, accessed by Hoyer Canyon Road southwest of State Route 208 at 54 Hoyer Canyon Road in Smith Valley, located on APN 10-631-29, subject to the following Conditions of Approval (PLZ-2023-035).

CONDITIONS OF APPROVAL

1. No change in the terms and conditions of the Major Variance, 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 Smith Valley Fire Protection District (SVFPD) 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. The subject property is located within multiple flood zones (A and D). Prior to any development on the property, as defined in Lyon County code section 15.02.01, the applicant shall secure approval of a floodplain development permit through the County Engineer and/or the Floodplain Administrator.

6. The proposed project shall conform to the site and elevation plans approved with this Major Variance.
7. Exterior lighting shall be downward facing and shielded such that light is not shed onto adjacent properties and public rights-of-way.

8. The applicant shall comply with Lyon County's 2018 revised drainage guidelines to the satisfaction of the County Engineer prior to occupancy.

9. The substantial failure to comply with the conditions imposed on the issuance of this Major Variance or the operation of the proposed 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 proposed use may result in the institution of revocation proceedings. The Major Variance will expire and become null or void if the project does not comply with the provisions of Chapter 13 of Title 15 of the Lyon County Code.
BACKGROUND INFORMATION

Location, Size, Topography

The subject parcel is located to the southwest of the intersection of Hoye Canyon Road and State Route 208 in Smith Valley. Vehicular access to the parcel is provided via Hoye Canyon Road, which intersects the parcel (see Preliminary Site Plan included with this report).
The subject parcel (APN 10-631-29) is 40.89 acres in size and includes land to the north and south of Hoye Canyon Road and the Walker River.

As shown by the contour lines in the Preliminary Site Plan provided later in this report, the northern and southern portions of the site include steep, hilly terrain. There is limited flat area at the center of the property on either side of Hoye Canyon Road. The applicant proposes to build the Accessory Building approximately sixty-one (61) feet to the south of Hoye Canyon Road (the red star in the image above shows the approximate project location).

**Site Photos**
The four images below we provided by the Applicant.

Looking northwest from Septic area at proposed shop location with home on the right  Looking southeast at original shop pad excessive fill, home on the right.
Master Plan and Zoning

The Master Plan designation for the site is Rural Residential. The parcel is located in the Smith Valley Rural Character District. Rural Character Districts include those areas that are predominately low density residential development with limited neighborhood commercial uses. They may or may not have agricultural land uses or grazing lands. Improvement standards will reflect the “rural” character of the area. Rural districts are not likely to have municipal water and sewer. Roads are likely to have dirt shoulders, some equestrian paths as well as bike facilities within road rights-of-way.

The zoning is RR-5 (Fifth Rural Residential, 20 acre minimum), under the County’s expired Development Code, Title 10. Per the Zoning Consistency Matrix, adopted in 2018 with Title 15, the corresponding district in Title 15, as indicated in the Matrix excerpt below, is RR-20 (Rural Residential – 20 acre minimum).

Exhibit A
Zoning Consistency Matrix

<table>
<thead>
<tr>
<th>TITLE 15 ZONING CLASSIFICATION</th>
<th>CURRENT TITLE 10 ZONING CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural Character Districts</td>
<td></td>
</tr>
<tr>
<td>AG. Agriculture (20 acre minimum)</td>
<td>No Consistent District</td>
</tr>
<tr>
<td>NIA. Non-Irrigated Agriculture (20 acre minimum)</td>
<td>No Consistent District</td>
</tr>
<tr>
<td>PL. Resource Land (40 acre minimum)</td>
<td>No Consistent District</td>
</tr>
<tr>
<td>PL. Public Land (160 acre minimum)</td>
<td>No Consistent District</td>
</tr>
<tr>
<td>RR-10, Rural Residential, 10 Acre Minimum</td>
<td>RR-4, Fourth Rural Residential District (10 Acres)</td>
</tr>
<tr>
<td>RR-5, Rural Residential, 5 Acre Minimum</td>
<td>RR-3, Third Rural Residential District (5 Acres)</td>
</tr>
<tr>
<td>RR-2, Rural Residential, 2 Acre Minimum</td>
<td>RR-2, Second Rural Residential District (2 Acres)</td>
</tr>
<tr>
<td>RR-1, Rural Residential, 1 Acre Minimum</td>
<td>RR-1, First Rural Residential District (1 Acre)</td>
</tr>
</tbody>
</table>
Flood Zone Designation
The subject site is located within multiple flood zones per the FEMA Flood Insurance Rate Map (FIRM) 32019C0950E (effective date: 1/16/2009): Zone A (1% Annual Chance Flood Hazard) and Zone D (Area of Undetermined Flood Hazard). See FEMA and County Flood Map images below.

Section 15.800.08(A) of the Lyon County Code states that a floodplain development permit must be approved before construction or development is allowed to begin within any area of special flood hazard established in
subsection 15.800.07(A). Furthermore, per 15.800.13(l), construction on parcels that are within multiple flood zones, as is the case with the subject property, must be done to the standards of the most restrictive flood zone (Zone A, in this case).

The floodplain development permit is required for all structures as well as for all development including fill and other activities as defined in 15.1200. "Development Activity" is defined within section 15.1200.05 as:

"An improvement that is allowed and permitted and completed on a lot, parcel, or tract of land by a developer or property owner. The term "development activity" shall include zoning, subdivision, planned unit development, building permit issuance, construction, alterations, land grading, excavating, and clearing. As used in chapter 800 of this title, development means any manmade change to improved or unimproved real estate including, but not limited to, buildings or other structures, mining, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials located within the area of special flood hazard."

In accordance with 15.800.08(A) and as a Condition of Approval for the proposed project, the Applicant shall obtain approval of a flood plain development permit prior to any development on the property.
**Project Description**

The Applicant’s proposal is for a Major Variance to allow the construction of a four-thousand (4,000) square foot pre-engineered metal Accessory Building to be located sixty-one (61) feet from an adjacent road where a minimum of one-hundred (100) feet is required. Section 15.335.03 of the Lyon County Code states that, for properties five (5) acres or larger, Accessory Buildings may be located closer to the adjacent road than the principal structure on the property but that the Accessory Buildings must be at least one-hundred (100) feet from the adjacent road.

In the case of the proposed project, the Accessory Building would be located between the existing house and Hoye Canyon Road, so it is required to be located at least one-hundred (100) feet from the road unless a Major Variance is approved. The proposed Accessory Building would primarily be used for vehicle storage, including classic cars, recreational vehicles, boats, and tractors.

The subject property has a Master Plan designation of Rural Residential and is zoned RR-20 – Rural Residential (20 acre minimum).

Per the applicant, the proposed project is described as follows:

> With this application the applicant seeks a major variance to allow installation of a 4,000 square foot pre-engineered metal building shop on the subject parcel at a location on the subject property within 100 feet of Hoye Canyon Road.

*Section 15.335.03 of the Land Use and Development Code for Lyon County states that for properties 5 acres or larger accessory buildings may be located closer to the adjacent road than the principal structure on the property but that the accessory buildings must be at least 100 feet from the adjacent road.*

> The subject parcel is 40.89 acres zoned RR-20/RR-5. The applicant originally intended to place a shop in a location sufficiently apart from Hoye Canyon Road, and constructed a pad with preliminary earthwork. The applicant
later entered a contract for a somewhat larger pre-engineered metal building than originally planned, and it exceeds the pad that was originally intended for the shop; the as-built condition also revealed other issues.

Complying with the normal standards would create a hardship: The lot is extraordinarily irregular in shape, and unusually encumbered by:

- FEMA Special Flood Hazard Area (SFHA) mapping of the majority of the parcel, and all buildable areas, as Zone D or X (shaded), which each require fill 1’ above highest adjacent natural grade
- An irrigation ditch on the south boundary, which is imperfectly sealed and creates a saturated condition in most of the relatively flat land of the parcel
- The Walker River bisecting the parcel
- A public road bisecting the parcel
- Existing improvements which were adapted from original plans to utilize the lower, gentler sloped areas before the saturated condition was identified

Accordingly, due to the size of the proposed shop, the applicant seeks to place the shop in the only remaining location on the subject parcel where it will fit – the flattest non-wetland portion of the property, which is located the house and Hoye Canyon Road. This location is 61.2 feet from the property line at this location, which indicates a minimum variance requirement of 39% vs the Section 15.335.03 A.2.b(2) Exception.

There will be 50 feet between the applicant’s home and the new proposed shop location. The proximity of the shop to the home at this location will be more convenient for the applicant and safer for emergency and utility access.

**Building Permit Required**

Should the proposed Major Variance be approved, the proposed building would be subject to Building Permit Review.
Preliminary Site Plan

The images that follow were included in the applicant’s submittal. Additional materials submitted by the applicant are included in the attachments to this report.
Major Variance

The proposed Accessory Building would be part of the existing rural residential use on the subject property. Accessory Buildings are permitted in the RR-20 zoning district, subject to the standards provided in Lyon County Code section 15.335.03A2.

A. Accessory Dwelling Units And Accessory Buildings:

... 

2. Accessory Building:

... 

b. Accessory buildings on lots two (2) acres or greater:

(1) The total square footage for all accessory building footprints on a lot shall not exceed thirty percent (30%) of the total area.

(2) Accessory buildings shall not be located closer to an adjacent road than the principal structure. Exception - for lots five (5) acres or larger, accessory buildings may be located at least one hundred feet (100') from a road. Exception - double frontage lots may place an accessory building to the rear of the principal structure so long as the principal building setback is met along the property lines adjacent to the street.

(3) Accessory buildings up to fifteen feet (15') in height shall meet the front and side setback requirements of the principal structure. The rear setbacks shall be no less than five feet (5'). Accessory structures greater than fifteen feet (15') in height shall meet the setback requirements of the principal structure.

(4) Accessory buildings shall be subject to all other dimensional, impermeable and structural coverage requirements listed in chapters 310 through 316 of this title.

As the proposed project would place an Accessory Building between the primary building (house) and the adjacent street (Hoye Canyon Road) and at distance less than one-hundred (100) feet from that adjacent street, it would not comply with the code section that is underlined above (15.335.03A2(b)(3)). For that reason, the approval of a Major Variance is necessary in order for the proposed Accessory Building project to move forward. The proposed Accessory Building project would be in compliance with the other applicable subsections of 15.335.03A2(b).

Per Section 15.203.02, a Major Variance, as opposed to a Minor Variance, is required for setback variances greater than ten percent (10%). At approximately sixty-one (61) feet from the adjacent road where one-hundred (100) feet is required, the proposed project would be at a variance of approximately thirty-nine (39) percent. Major Variances require approval by the Board of County Commissioners, whereas a Minor Variance may be approved by the Community Development Director.

When considering applications for a Major Variance, the Board must not approve a Major Variance unless if finds that by reason of exceptional topographic or other extraordinary conditions with the property in question, the strict application of the provisions of Lyon County Title 15 would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the applicant. As stated in the Applicant’s Findings later in this report, the justification for the proposed location of the Accessory Building closer than one-hundred (100) feet from the adjacent road is due to a lack of buildable area on the parcel that results from its odd shape and its challenging topography, which includes area within a flood zone and areas with artesian water, wetlands, and ditches that limit where building can occur. The Applicant’s Findings cite examples of other properties in the area that have Accessory Buildings similar to that which is proposed, as justification that the Applicant should be allowed to build something similar.
To approve the Major Variance, the Board must make the following findings from Chapter 15.203.06(B): MAJOR VARIANCE FINDINGS. Each Finding is listed below (in bold) with the applicant’s response (in italics) followed by staff’s comments.

FINDINGS

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

Applicant’s Response

The strict application of Section 15.335.03 of the Land Use and Development Code presents an exceptional and undue hardship here. The subject parcel is oddly shaped. It consists of two long and narrow or shallow prongs attached in one location. In addition, it has a challenging topography throughout most of the parcel, making much of the land undevelopable. Much of the parcel is in a flood zone. There are artesian water, wetlands, and ditches in many locations on the parcel. As a result, the area on the parcel where any building can occur is very limited and very narrow.

The subject parcel differs from other properties in the area. None of them are shaped like the subject parcel. They are more rectangular and/or wider. In addition, they do not have so much challenging topography if any at all.

The proposed shop would fit ideally on the portion of the property between the applicant’s house and Hoye Canyon Road. This is the flattest developable portion of the property, and the ideal location given its cooperative topography there as well as the proximity to his home and proximity to existing utilities servicing the home. Yet enforcement of Section 15.335.03 would prohibit building at this location.

To only allow the applicant to build his shop in the original location where he first contemplated putting the shop would cause undue hardship; the applicant would have to expand the pad at that location. There would be great expense addressing the topography there, particularly for an exit ramp/driveway. There would have to be substantial grading to create a flat enough space for the desired shop. There also would be the expense of extending utilities to that location, and a continual maintenance issue of preventing sedimentation, as well as potential damage from the ditch above the location.

Applicant seeks to build a 4,000 square foot shop, rather than a smaller structure, because he intends to use it for multiple purposes; George has a friend with a shop of about 2,400 square feet and that shop is already crammed and out of available space, so Applicant decided a bigger shop would be best to accommodate all of the needs for his growing family. He has already purchased and obtained the materials for a shop of this size.

Even if Applicant seeks to build a smaller shop, there will still be the need for a variance because the preferred location for any shop will be the same location that happens to be within 100 feet of Hoye Canyon Road, for the reasons discussed above.

Other properties in the area have large accessory buildings:

i) At 180 Hoye Canyon Road, Wellington, APN 101-701-01, RRS, just west up the road from the subject parcel, the owners are building a 2,500 square foot detached garage. That structure looks to be within 100 feet of Hoye Canyon Road.

ii) At 2827 NV State Route 208, Wellington, APN 101-641-04, just east on Hoye Canyon Road, there exists a 3,168 square foot barn not far from Hoye Canyon Road.
iii) At 27 Colony Estates Drive, Wellington, APN 009-141-04, RR2, there is a 4,800 square foot shop that backs up to Upper Colony Drive.

iv) At 4 Colony Estates Drive, Wellington, APN 009-142-01, RR2, there is a 2,048 square foot detached garage.

vj) At 15 Upper Colony Drive, Wellington, APN 010-361-21, RR2, there is an 1,800 square foot shop.

vi) At 2771 Nevada State Route 208, Wellington, APN 010-631-19, RR3, there is a 3,360 square foot barn.

vii) At 10 Lorane Lane, Wellington, APN 010-711-10, RR3, there is a 2,264 square foot detached garage.

viii) At 39 Wellington Cut-Off, Wellington, APN 010-711-08, RR3, there is a 1,728 square foot detached garage.

ix) At 526 Nevada State Route 338, Smith Valley, APN 010-741-66, RR5, there is a 3,000 square foot shop.

Staff Comment
The subject parcel’s irregular shape and its steep, hilly topography creates an extraordinary and exceptional situation where the buildable area of the parcel is limited. By strictly applying the provisions of this title, the applicant would be unable to build an Accessory Building similar to those enjoyed by his neighbors and would result in peculiar and exceptional practical difficulties related to vehicle and equipment storage as well as the rural-residential functionality of his property. This Finding is met.

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

Applicant’s Response
The applicant has a unique problem given the subject parcel’s unusual shape and the challenging topography. The subject parcel is oddly shaped. It consists of two long and thin prongs attached in one location. No other parcel in the nearby area is shaped like it; they are more rectangular and/or wider. In addition, it has a challenging topography throughout most of the parcel, making much of the land undevelopable. Much of the parcel is in a flood zone. There is artesian water, wetlands, and ditches in many locations on the parcel. As a result, the area on the parcel where any building can occur is very limited and very narrow.

Staff Comment
When compared with other properties in the Rural Residential district, the subject parcel is uniquely shaped, with two long southerly prongs. This shape is unlike the more commonly seen wide and rectangular lot configurations. The parcel’s steep, hilly topography to the north and south leaves what buildable area there is in the center, where it is intersected by Hoye Canyon Road. As such, the circumstances and conditions of the subject lot do not apply generally to other properties in the same land use district. This Finding is met.

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

Applicant’s Response
Putting the proposed shop close to Hoye Canyon Road will not cause any damage or prejudice to other properties in the area. Nor will it cause any impairment of natural resources or be detrimental to public health, safety and general welfare. The Applicant intends to use his shop for multiple reasons. A primary reason will be for vehicle storage. He has a collection of classic cars, recreational vehicles, boats and tractors. He does not want to have to park these vehicles outside, and doing so would be unsightly to the neighborhood. The Applicant will also use the shop for general storage given their manufactured home has limited storage space. The Applicant plans a home gym, game room and workshop. None of these purposes would be detrimental to public health, safety,
and general welfare, nor would they cause a nuisance to other properties. The subject property is in a remote
canyon in Lyon County. There are a very small number of residents who live in that canyon on Hoye Canyon
Road. Hoye Canyon Road is a secondary road that is not traveled that much by the general public going from
community to community, but rather only used by local residents.

There are similarly sized accessory buildings in the area, some within 100 feet of the nearby roads. See list above.

Lastly, the proposed shop will be naturally screened to some degree from Hoye Canyon Road because there are
large willow, sagebrush, and other woody plants between the proposed shop and the road, reducing visual
impact.

Hence, the applicant respectfully requests a variance from Section 15.335.03 of the Lyon County Land Use and
Development Code.

**Staff Comment**

While the proposed Accessory Building would not be located the full one-hundred (100) feet from the adjacent road
as required, it would be located sixty-one (61) feet from that road. That separation, along with the existing
vegetation between the proposed project site and the road would help to ensure that the proposed project would
be compatible with the existing rural character of the area. The proposed building type and architecture is common.
The proposed use, storage of personal vehicles and equipment, would not result in material damage or prejudice
to other properties in the vicinity nor substantial impairment of natural resources nor would it be detrimental to
the public health, safety and general welfare. 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 Major Variance application before them and that additional information, discussion and public comment are
necessary to have a more complete and thorough review of the proposed project, then the Board should make the
appropriate findings and move to continue the Public Hearing for the Major Variance application to a future date
with concurrence from the applicant.

If so, then the Board 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 Major Variance application.

Based on the aforementioned Findings, and with the applicant’s concurrence, the Board of County
Commissioners continues the Major Variance request from Mr. George Thanash to allow an Accessory Building
to be located less than one-hundred (100) feet from an adjacent road on a 40.89-acre parcel in the RR-20 — Rural
Residential (20 acre minimum) zoning district, accessed by Hoye Canyon Road southwest of State Route 208 at
54 Hoye Canyon Road in Smith Valley (APN 10-631-29); PLZ-2023-035 for ___ days.
Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should deny the Major Variance application, then the Board may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners has considered:

15.203.06: FINDINGS FOR VARIANCES:

...  

B. Major Variance Findings: The Board must not approve a major variance unless it finds that:

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

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

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

After consideration of the above-listed Findings, the Board of County Commissioners has determined that the Major Variance would not be in conformance with the above-listed considerations and denies the Major Variance request from Mr. George Thanash to allow an Accessory Building to be located less than one-hundred (100) feet from an adjacent road on a 40.89-acre parcel in the RR-20 – Rural Residential (20 acre minimum) zoning district, accessed by Hoye Canyon Road southwest of State Route 208 at 54 Hoye Canyon Road in Smith Valley (APN 10-631-29); PLZ-2023-035.

Appeal Process

LCC 15.606.12: An applicant aggrieved by a decision of the planning commission may appeal to the Board of County Commissioners within thirty (30) days of the mailing of the decision. The Board of County Commissioners shall render their decision within forty five (45) days after filing of the appeal and payment of fees.
Lyon County Community Development / Planning
27 S. Main Street
Yerington, NV 89447

Address: 54 Hoye Canyon Road, Wellington, NV
APN: 010-639-29

SUBJECT: Major Variance Application
Project Description / Justification / Findings / Not Applicable

Date: 2023-05-15

RENG Project # 1-1546-01.044

Dear Lyon County,

PROJECT DESCRIPTION / JUSTIFICATION:

With this application the applicant seeks a major variance to allow installation of a 4,000 square foot pre-engineered metal building shop on the subject parcel at a location on the subject property within 100 feet of Hoye Canyon Road.

Section 15.335.03 of the Land Use and Development Code for Lyon County states that for properties 5 acres or larger accessory buildings may be located closer to the adjacent road than the principal structure on the property but that the accessory buildings must be at least 100 feet from the adjacent road.

The subject parcel is 40.89 acres zoned RR-20/RR-5. The applicant originally intended to place a shop in a location sufficiently apart from Hoye Canyon Road, and constructed a pad with preliminary earthwork. The applicant later entered a contract for a somewhat larger pre-engineered metal building than originally planned, and it exceeds the pad that was originally intended for the shop; the as-built condition also revealed other issues.

Complying with the normal standards would create a hardship: The lot is extraordinarily irregular in shape, and unusually encumbered by:
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- The Walker River bisecting the parcel
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Accordingly, due to the size of the proposed shop, the applicant seeks to place the shop in the only remaining location on the subject parcel where it will fit — the flattest non-wetland portion of the property, which is located the house and Hoye Canyon Road. This location is 61.2 feet from the property line at this location, which indicates a minimum variance requirement of 39% vs the Section 15.335.03 A.2.b(2) Exception.

There will be 50 feet between the applicant’s home and the new proposed shop location. The proximity of the shop to the home at this location will be more convenient for the applicant and safer for emergency and utility access.

FINDINGS:

Section 15.203.06 of the Land Use and Development Code for Lyon County sets forth what findings must be made to grant a major variance.

The facts here support a decision to allow a major variance.

1. By reason of exceptional narrowness, shallowness, or shape of the property in question, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the property in question, the strict application of the provisions of the applicable title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the applicant.

ANALYSIS: The strict application of Section 15.335.03 of the Land Use and Development Code presents an exceptional and undue hardship here. The subject parcel is oddly shaped. It consists of two long and narrow or shallow prongs attached in one location. In addition, it has a challenging topography throughout most of the parcel, making much of the land undevelopable. Much of the parcel is in a flood zone. There are artesian water, wetlands, and ditches in many locations on the parcel. As a result, the area on the parcel where any building can occur is very limited and very narrow.

The subject parcel differs from other properties in the area. None of them are shaped like the subject parcel. They are more rectangular and/or wider. In addition, they do not have so much challenging topography if any at all.

The proposed shop would fit ideally on the portion of the property between the applicant’s house and Hoye Canyon Road. This is the flattest developable portion of the property, and the ideal location given its cooperative topography there as well as the proximity to his home and proximity to existing utilities servicing the home. Yet enforcement of Section 15.335.03 would prohibit building at this location.

To only allow the applicant to build his shop in the original location where he first contemplated putting the shop would cause undue hardship; The applicant would have
to expand the pad at that location. There would be great expense addressing the topography there, particularly for an exit ramp/driveway. There would have to be substantial grading to create a flat enough space for the desired shop. There also would be the expense of extending utilities to that location, and a continual maintenance issue of preventing sedimentation, as well as potential damage from the ditch above the location.

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Even if Applicant seeks to build a smaller shop, there still will be the need for a variance because the preferred location for any shop will be the same location that happens to be within 100 feet of Hoye Canyon Road, for the reasons discussed above.

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ix) At 526 Nevada State Route 338, Smith Valley, APN 010-741-66, RR5, there is a 3,000 square foot shop.

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

ANALYSIS: The applicant has a unique problem given the subject parcel's unusual shape and the challenging topography. The subject parcel is oddly shaped. It consists of two long and thin prongs attached in one location. No other parcel in the nearby area is shaped like it; they are more rectangular and/or wider. In addition, it has a challenging topography throughout most of the parcel, making much of the land undevelopable. Much of the parcel is in a flood zone. There is artesian water, wetlands, and ditches in many locations on the parcel. As a result, the area on the parcel where any building can occur is very limited and very narrow.

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

ANALYSIS: Putting the proposed shop close to Hoye Canyon Road will not cause any damage or prejudice to other properties in the area. Nor will it cause any impairment of natural resources or be detrimental to public health, safety and general welfare. The Applicant intends to use his shop for multiple reasons. A primary reason will be for vehicle storage. He has a collection of classic cars, recreational vehicles, boats and tractors. He does not want to have to park these vehicles outside, and doing so would be unsightly to the neighborhood. The Applicant will also use the shop for general storage given their manufactured home has limited storage space. The Applicant plans a home gym, game room and workshop. None of these purposes would be detrimental to public health, safety, and general welfare, nor would they cause a nuisance to other properties. The subject property is in a remote canyon in Lyon County. There are a very small number of residents who live in that canyon on Hoye Canyon Road. Hoye Canyon Road is a secondary road that is not traveled that much by the general public going from community to community, but rather only used by local residents.

There are similarly sized accessory buildings in the area, some within 100 feet of the nearby roads. See list above.

Lastly, the proposed shop will be naturally screened to some degree from Hoye Canyon Road because there are large willow, sagebrush, and other woody plants between the proposed shop and the road, reducing visual impact.

Hence, the applicant respectfully requests a variance from Section 15.335.03 of the Lyon County Land Use and Development Code.
NOT APPLICABLE:

The applicant respectfully requests exemption from the following Major Variance application items:

4. A. Floor Plan – the shop has no interior features
5. Map – there is no proposed boundary modification map or similar plan for this application

Thank you for taking the time to consider this application. If you have any further comments, questions, or concerns please feel free to contact me, Eric Lerude at Ext. 717 or eric@robisoneng.com, or Victoria Foster at Ext. 723 or victoria@robisoneng.com.

Sincerely,

ROBISON ENGINEERING COMPANY

Nathan Earl Robison, PE
775-852-2251 x 700
nathan@robisoneng.com
Lyon County Community Development / Planning
27 S. Main Street
Yerington, NV 89447

Address: 54 Hoye Canyon Road, Wellington, NV
APN: 010-639-29

RENG Project #
1-1546-01.044

SUBJECT: Major Variance Application

Project Photos

Looking northwest from Septic area at proposed shop location with home on the right
Looking southeast at original shop pad excessive fill; home on the right.

Looking south across cleared proposed shop area: approach driveway visible in center
Looking southeast from towards shop area: note vegetation screening trailer at proposed shop location
June 28, 2023

Attn: Shannon Juntunen
Lyon County Planning Commission
Lyon County Community Development Department
27 S. Main Street
Yerington NV 89447

RE: George Thanash Major Variance; APN 10-631-29; PLZ-2023-035

Planning Commissioners,

Thank you for contacting us regarding Parcel Number 010-631-29 and a proposed variance. As nearby neighbors, we ARE NOT OPPOSED to the major variance to allow an accessory building to be located less than 100 feet from an adjacent road on Mr. Thanash’s property at 54 Hoye Canyon Road. WE SUPPORT Mr. Thanash and hope you will allow him the opportunity to proceed with his construction of an accessory building by granting him the major variance necessary to do so. If you have any questions or concerns for us, please contact us by US Mail, email or at the telephone number above.

Thank you.

[Signature]

Richard Godbey
Godbey, Katherine King TRS ET AL
59 Hoye Canyon Road
Wellington NV 89444

cc. George Thanash, 54 Hoye Canyon Road, Smith Valley
Meeting Date: 7/5/23

Advisory Board: Smith Valley Citizens Advisory Board

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

Board of Commissioners XX, (and/or) Planning Commission XX

Agenda Item:

9. For Possible Action: To forward a recommendation to the Board of Commissioners for the request for a Major Variance from Mr. George Thanash to allow an accessory building to be located less than one-hundred (100) feet from an adjacent road in the RR-20 (Rural Residential-20 acre minimum) zoning district on a 40.89-acre parcel located approximately five-hundred (500) feet to the southwest of the intersection of Hoye Canyon Road and State Route 208 at 54 Hoye Canyon Road in Smith Valley (APN 10-631-29) PLZ-2023-035.

Recommended Motion and/or Report:

The SVCAB voted 5-0 to recommend the item as stated.

Advisory Board or Public Concerns:

One suggestion from a Board member was to consider paint color, a façade, and landscaping requirements to soften the appearance of the proposed building due to its size and location to the road.

Submitted By: Ted Stee, Chair

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447
Email to: elopez@lyon-county.org
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 12.b

Subject: For Possible Action: To approve the request for a Master Plan Amendment from Mark and Sheryle Jones to amend the Master Plan designation from Agriculture to Rural Residential on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-020.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Staff Report
Backup
Public Comment
Advisory Board Letter of Transmittal
STAFF REPORT AND PLANNING COMMISSION ACTION

PLZ-2023-020: Request for a Master Plan Amendment from Mark and Sheryle Jones to amend the Master Plan designation from Agriculture to Rural Residential on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-020.

Proposed Action: Master Plan Amendment from Agriculture to Rural Residential.

Meeting Date: August 3, 2023

Property Owners: Mark H. & Sheryle L. Jones

Applicant: Mark H. & Sheryle L. Jones

Location: Smith Valley

Parcel Number: 010-081-43

Parcel Size: 21.60 acres

Current Master Plan: Agriculture

Proposed Master Plan: Rural Residential

Current Zoning: RR-5 (Fifth Rural Residential, 20 acre minimum – Title 10)

Proposed Zoning: RR-5 (Rural Residential – 5 acre minimum – Title 15)

Flood Zone(s): X Unshaded per FIRM 32019C0950E

Case Planner: Bill Roth

REQUEST

The Applicant requests a Master Plan Amendment to change the designation from Agriculture to Rural Residential on a 21.60-net-acre parcel in Smith Valley. The stated future intent of the proposed Master Plan Amendment and the associated Zoning Map Amendment is to facilitate the subdivision of the parcel into four parcels of a minimum five acres in size for rural residential use.
PLANNING COMMISSION

At the July 11, 2023 Planning Commission meeting, by a majority vote (3 Ayes, Commissioners Allan, Carlson and Ewing; 0 Nay; 2 Recusals, Commissioners Kuzmicki and Jones; 1 Abstentions, Commissioner Sell) the Planning Commission motioned to forward a recommendation of approval to the Board of Commissioners for the request for a Master Plan Amendment. Discussion by the Commission focused on the proximity of existing rural residential properties near the site of the proposed Master Plan Amendment and that the proposed project represented a continuation of that development pattern. Several community members spoke in opposition to the project, voicing concern that the proposed Master Plan Amendment from Agriculture to Rural Residential would change the agricultural character of the area, would be inconsistent with Master Plan goals to preserve agricultural uses, and would set a precedent for more Master Plan and Zoning Map Amendments to convert agricultural land in Smith Valley. One community member spoke in favor of the project, stating that the approval of a Master Plan and Zoning Map Amendment for one particular property would not set a precedent for other properties, as each project must be reviewed individually and for its own merits through the public hearing process.

STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners approve the Master Plan Amendment request based on the Findings as listed in the staff report as the request would be in general conformance with 2020 Master Plan goals and policies and would be compatible with similarly designated parcels adjacent to the subject parcel.

A Master Plan Amendment request cannot be conditioned.

RECOMMENDED MOTION: APPROVAL

If the Board of County Commissioners determines that they will approve the requested Master Plan Amendment application, then the Board should make a motion similar to the following.

The Board of County Commissioners finds that:

A. The applicant has demonstrated that the amendment is in substantial compliance with and promotes the master plan goals, objectives and actions;

B. The proposed amendment is compatible with the existing or master planned adjacent land uses, and reflects a logical change in land uses;

C. The proposed amendment has demonstrated and responds to changed conditions or further studies that have occurred since the master plan was adopted by the Board, and the requested amendment represents a more desirable utilization of land;

D. The proposed amendment will not adversely affect the implementation of the master plan goals, objectives and actions, and will not adversely impact the public health, safety or welfare; and

E. The proposed amendment will promote the desired pattern for the orderly physical growth of the County, allows infrastructure to be extended in efficient increments and patterns, maintains relatively compact development patterns, and guides development of the County based on the consideration of natural resources, the physical geography and the efficient expenditure of funds for public services.

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the Master Plan Amendment request by Mark H. & Sheryle L. Jones to amend the Master Plan designation from Agriculture to Rural Residential for a 21.60-acre parcel in Smith Valley (APN 010-081-43) PLZ-2023-020.
BACKGROUND INFORMATION

Location, Size, Topography

The subject parcel is located in the Smith Valley Rural Character District, to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43). The parcel is 21.60 net acres (23.41 gross acres) in size and is relatively flat as are the parcels surrounding it.
Site Photos
The images below were provided by the applicant.
Master Plan and Zoning

The current Master Plan designation for the site is Agriculture, which the applicant requests to change to Rural Residential. Should the Master Plan Amendment be approved, the applicant also requests to rezone the site from RR-5 (Fifth Rural Residential, 20 acre minimum – Title 10) to RR-5 (Rural Residential – 5 acre minimum – Title 15) to be consistent with that new Rural Residential Master Plan designation and to facilitate the future subdivision of the parcel into four five-plus-acre parcels for residential use. The rezoning application is addressed in a separate staff report (PLZ-2023-021).
2020 Master Plan – Table 2: Land Use Table

The images below are from Chapter 3 of the Master Plan, *Land Use, Economy and Growth*. The table describes the intended uses under the Agriculture and Rural Residential designations and the zoning districts that are compatible with those Master Plan designations. The applicant intends to create four five-plus-acre parcels to facilitate future residential uses under a zoning designation of RR-5 (Title 15). The requested Master Plan Amendment from Agriculture to Rural Residential would allow the smaller parcel sizes and the single-family rural residential use (see yellow highlights).

<table>
<thead>
<tr>
<th>Title 10 Zoning (Consistent Title 15 Designation)</th>
<th>Title 15 Zoning</th>
<th>Density Range/Size</th>
<th>Description/Characteristics</th>
<th>Examples of Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR-5 (RR-20)</td>
<td>AG</td>
<td>1 DU per 20 acres (0.05DU/acre)</td>
<td>Private property under irrigated cultivation or irrigated pasture generally larger than 40 acres. Residential uses may be clustered or transferred away from agricultural lands to conserve large intact agricultural lands. Agricultural related commercial and limited industrial uses, and other limited commercial and tourist commercial uses compatible with the agricultural use of the land and rural character.</td>
<td>Irrigated land used in the production of crops and pasture, and having requisite water rights.</td>
</tr>
<tr>
<td>RR-5 (RR-20)</td>
<td>NIA</td>
<td>1 DU per 20 acres (0.05DU/acre)</td>
<td>Private properties used for non-irrigated livestock grazing or feeding, or non-irrigated lands used in conjunction with a developed ranching or farming operation that are generally larger than 40 acres. Residential uses may be clustered or transferred away from agricultural lands to conserve large intact agricultural lands. Agricultural related commercial and limited industrial uses, and other limited commercial and tourist commercial uses compatible with the agricultural use of the land and rural character.</td>
<td>Grazing land, feed-lot, hay stacking yard</td>
</tr>
</tbody>
</table>

| RR-5 (RR-20)                                      | RR-20 PUD *     | 1 DU per 20 acres (0.05DU/acre) | Typically found in rural districts and on the suburbanizing fringe. 20 acre or larger lots for single-family residential development. | Single-family residences, gentleman farms and ranches, etc. |
| RR-4 (RR-10)                                      | RR-10           | 1 DU per 5 to <30 acres (>0.05-0.2 DU/acre) | Typically found in rural districts and on the suburbanizing fringe. Lot size and layout varies. Typically not served by municipal utilities, depending on location in suburbanizing district. | Single-family residences, “farmettes” and “ranchettes”, etc. |
| RR-3 (RR-5)                                       | RR-5 PUD *      | 1 DU per 5 to <30 acres (>0.05-0.2 DU/acre) | | |

Rural Character District

The subject parcel is located in the Smith Valley Rural Character District. Rural Character Districts include those areas that are predominately low density residential development with limited neighborhood commercial uses. They may or may not have agricultural land uses or grazing lands. Improvement standards will reflect the “rural” character of the area. Rural districts are not likely to have municipal water and sewer. Roads are likely to have dirt shoulders, some equestrian paths as well as bike facilities within road rights-of-way.
STAFF REVIEW AND COMMENTS

Proposed Master Plan Amendments are first reviewed by staff and the Planning Commission, who then make recommendations to the Board of Commissioners. The Board makes the final vote on whether or not to approve the request.

FINDINGS FOR REVIEWING A MASTER PLAN AMENDMENT REQUEST

Chapter 15.210.03 of Lyon County Code states that when considering approval of a Master Plan Amendment, five Findings must be considered and supported by a statement of evidence, facts and conclusions. Staff has included those five Findings in bold type below. Each Finding is listed with the applicant’s response in italics and then staff’s comments. Underlined sections of the Applicant’s response are especially pertinent to the Staff Comment that follows.

Finding A: The applicant has demonstrated that the amendment is in substantial compliance with and promotes the master plan goals, objectives and actions.

Applicant’s Response

The 2020 Lyon County Master Plan (Lyon County Master Plan) states that “Over 90 percent of the county is zoned for Rural Residential” (2020 Lyon County Master Plan, p. 2.3, “Key Facts and Trends”). Master Plans, as explained in Chapter 1 of the 2020 Plan, are advisory—and serve as a “general policy document to guide the physical development of the county.” The goals, policies, and strategies outlined in the Master Plan provide guidance for the reviewing parties to weigh. The proposed land use for this application, Rural Residential, would be matched with RR-5 zoning to align the land use with the zoning.

Chapter 2: Communities

In Chapter 2 of the Lyon County Master Plan, each of the Lyon County communities and their land use goals are described. The Smith Valley Community, where this parcel resides, includes two goals “especially relevant in Smith Valley” (p. 2.16).

- Goal LU 4: Viable Agriculture
The Land Use Table in Chapter 3 of the LCMP outlines agricultural uses permitted under RR-5 zoning. These uses include animal keeping (livestock, poultry, etc.), field crops, plant nursery, and vineyard. The limitations and requirements associated with these uses are clearly defined in Title 15.335.03 Uses Permitted Based on Standards.

For example, ag-related standards applicable to RR-5 zoning establish requirements for animal keeping. The number of animals or poultry on the property is limited by the following requirements.

- A quantity that will cause no harm to the animals
- A quantity that will cause no harm to the environment or ground water
- And a quantity that will cause no harm to neighboring lots, parcels, and or/owners.

These requirements are expanded upon as the discussion progresses—establishing two points.

1. Viable agriculture may continue on this property under RR-5 zoning.
2. The established standards for this use (and others) are clearly defined—including the management of any impacts on neighbors, ground water, and/or livestock.

Chapter 3, Land Use, Economy, and Growth identifies accommodating both ag uses and residential uses as a fundamental goal: “The County desires to continue agricultural production and the retention of agricultural lands but allow residential development especially in alternative “rural patterns” (Chapter 3, p. 3.2, LCMP). The uses allowed in Rural Residential zoning are exemplified as “ranchettes” and “farmettes” in the RR-5 definition of Title 15 zoning (Land Use Table, p. 3.10)—a reference that carries with it the integration of agricultural and residential uses.

- **Goal NR: Clean Water**

Per the 2020 Lyon County Master Plan, 10 percent of the County’s land use is Agricultural. The proposed change to the land use and zoning would allow both a residential use and an agricultural one. This mix can preserve a measure of the land while expanding the opportunities to enjoy it—and potentially develop productive uses for that land.

While the County has abundant natural resources (over 75% of the County is public land, “Key Facts and Trends,” p. 2.3, LCMP), the community values these resources and actively identifies strategies to protect them.

Water is fundamental to life—and protecting this resource is particularly important to Smith Valley—where agricultural land is gradually converting to residential uses.

Should the County approve a Master Plan (and Zone change) as required to permit the development of four parcels, each a minimum of 5-acres, each owner will rely on a well for water and a septic system for sewage disposal. The Department of Water Resources will oversee the requirements for any wells. State law and Lyon County Code regulate the treatment and disposal of sewage, and Lyon County will oversee these efforts and require compliance with state and local codes.

Agriculture and Residential uses both impact water quality. The productive mix of the two may be a healthy alternative to intensive ag uses and dense residential developments.

The goals and policies discussed below are found in **Chapter 3: Land Use, Economy, and Growth** of the 2020 Lyon County Master Plan.

- **Goal LU 1: Orderly Growth Patterns**

Policy LU 1.1: Follow Development Patterns as Established in the Land Use Plan
The development patterns outlined in the Land Use Plan act as a point of reference when contemplating a change in the plan. This policy notes that the “county’s future urban and suburban growth will develop largely around existing communities” (p. 3.25, 2020 Lyon County Master Plan”). The strategy recommends using the plan to guide decisions on development approvals. The proposed change of the current land use and zoning at 60 Artesia Road would fit well with the established Land Use Plan—as illustrated in the response to finding b, below.

- **Goal LU 4: Viable Agriculture**
  Policy LU 4.1: Encourage the Continuation of an Agricultural Lifestyle in appropriate areas of the County.

  In Smith Valley, a mix of residential and agricultural uses have been supporting agricultural lifestyles for decades. This policy encourages ranching and farming activities with a goal to “strive to preserve water rights to ensure continued agricultural potential” (p. 3.29, 2020 LCMP). The development of four parcels on this property in Smith Valley would support the agricultural lifestyle many residents value while, as discussed above, balancing ag and residential uses that may offset the impacts of dense development and/or the extensive use of ag chemicals.

**Staff Comment**

The proposed Master Plan Amendment would facilitate the development of the subject property in a manner consistent with the Master Plan and existing rural residential, ranching, and farming activities. As highlighted in the Master Plan designation descriptions in the Land Use Table provided in the Master Plan and Zoning section of this report, properties with a designation of Rural Residential have varying lot sizes and layouts and are typically found in rural districts and on the suburbanizing fringe, as is the case for the area around the proposed parcel. Smaller parcels designated for rural residential uses would also be supportive of a ranchette or farmette use, continuing the existing agricultural lifestyle of the area into the future. This Finding is met.

**Finding B:** The proposed amendment is compatible with the existing or master planned adjacent land uses, and reflects a logical change in land uses.

**Applicant’s Response**

The Land Use Map in the 2020 LCMP for Smith Valley is primarily green, the color assigned for Agricultural Land Use. On this map, purple indicates areas with a Rural Residential Land Use. The Smith Valley Land Use map is
attached to this document for your further reference (Attachment B). The exhibits below illustrate the current and proposed Land Use.

![Figure 1: Existing and Proposed Master Plan Land Uses.](image)

The exhibits above demonstrate the compatibility of the adjacent land use. The parcel at 60 Artesia Road is directly across from Pinion Ranch Estates, a subdivision with a Rural Residential Land Use and RR-5 zoning, the same density the owner seeks for the property across the road.

**Staff Comment**

The subject property is already developed with a ranchette-style use, so the proposed Master Plan Amendment to facilitate a rezoning and the subdivision of that property into four smaller ranchettes, each on five-acre parcels, would increase density but it would not introduce a new or incompatible use to the area. The smaller parcels would be of a size similar to that of the five-acre rural residential parcels to the south and would maintain a consistent development pattern. This Finding is met.

**Finding C:** The proposed amendment has demonstrated and responds to changed conditions or further studies that have occurred since the master plan was adopted by the Board, and the requested amendment represents a more desirable utilization of land.

**Applicant's Response**

When the current owners purchased this property with the intention to run a hay operation, the initial crops were satisfactory. However, this parcel, located at the end of the irrigation line, has, at times, received ½ of the 11% allotment for this parcel. In an effort to improve the irrigation, the owners have invested in these facilities by installing a water line with spigots along Artesia Road. In 2020, he re-lasered and reseeded the hay field and invested in weed abatement. He also purchased additional water rights for the property.

However, in the last few years, the distribution of water has been inadequate to sustain the haying operation. One year, they ended up with a total of four acre-feet. While the allotment of water on this property is anticipated to be 100% (2023) this year, this increase is unlikely to address the inadequacy of the end of line tailings they have received in the past.

The Lyon County Master Plan (LCMP) does not directly address the potential inadequacy of irrigation distribution. While the goals for Smith Valley in Chapter 2 of the LCMP do not address this potential issue, Policy LU 4.1 states the following intent: “Encourage the Continuation of an Agricultural Lifestyle in appropriate rural
areas of the County” and recommends that the community “Celebrate the County’s agricultural past through land-use policies and programs designed to encourage ranching and farming activities” (2020 LCMP, p. 2.16). The Smith Valley community values also include that the county “will protect the water supply and encourage the efficient use of water resources” (p. 2.17).

Staff Comment

Though the option to leave the parcel designated as Agriculture remains, as stated by the applicant, the availability of adequate water for large-scale farming is precarious in times of drought. The proposed re-designation to Rural Residential allows smaller lot sizes and a more flexible range of uses to include small family farms and ranchettes that would facilitate smaller, potentially more flexible agricultural uses in times of drought. This Finding is met.

Finding D: The proposed amendment will not adversely affect the implementation of the master plan goals, objectives and actions, and will not adversely impact the public health, safety or welfare.

Applicant’s Response

Approval of a Master Plan Amendment would not adversely affect the implementation of the master plan goals. The site faces parcels with a Rural Residential land use. The opportunities and limitations for this land use are clearly defined in Title 15.335.03 Uses Permitted Based on Standards. Under the oversight and in compliance with the County’s development requirements for the construction of wells, septic, access, and structures, the site will not adversely impact the health, safety, or welfare of the public.

Smith Valley is located in Basin 107. The Nevada Division of Environmental Protection regulations allow up to 127 septic systems within a one-mile radius when reviewing subdivision maps proposing to utilize septic systems for sewage disposal. Figure 2 illustrates the septic radius for this property.

While a few more parcels have been developed since this aerial image was obtained, the existing RR-5 south of Artesia Road and the agricultural parcels north and west of the project location are not likely to impact the maximum number of septic systems for Smith Valley as determined by NDEP.

Figure 2: Septic Radius Exhibit
Staff Comment
By facilitating uses such as smaller ranchettes and farmettes on smaller parcels, the proposed Master Plan Amendment would continue the development pattern of five-acre rural residential development that exists immediately to the south. It would not introduce a new use that is incompatible with the existing area or with the Master Plan designations of other nearby properties. This Finding is met.

Finding E: The proposed amendment will promote the desired pattern for the orderly physical growth of the County, allows infrastructure to be extended in efficient increments and patterns, maintains relatively compact development patterns, and guides development of the County based on the consideration of natural resources, the physical geography and the efficient expenditure of funds for public services.

Applicant’s Response
With the approval of the requested Master Plan and Zoning Map Amendments, the proposed 5-acre parcels would connect to an existing pattern of Rural Residential Land Use to the south of this parcel. The infrastructure in this rural area is limited to cable, phone service, and power; the properties will rely on well, septic, and propane. The parcel size—significantly larger and less dense than the 2-acre, “Low Density Residential” properties in the Wellington area—is shown in Figure 1.

Rural infrastructure is already established in the area—as demonstrated by the development of Pinion Ranch Estates. The five-acre parcels proposed for development across the road from this subdivision would create a few additional parcels—and would be served by available infrastructure.

Staff Comment
As the proposed parcel is contiguous with other similarly designated rural residential parcels, it would not result in a “leap frog” development. It would be served by local phone and electric utilities but would need to have separate well and septic services installed, similar to the existing parcels in the area. It would not introduce a significant new need for public services that are not already provided to existing residents in the area. This Finding is met.

Alternatives to Approval

Alternative Motion for Continuance
If the Board of County Commissioners determine that there is insufficient information with which to make a decision on the Master Plan Amendment application before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then the Board should make the appropriate findings and move to continue the Public Hearing for the Master Plan Amendment application to a future date with concurrence from the applicant.

If so, then the Board may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners finds that:

A. Additional information, discussion, and public review are necessary for a more thorough review of the proposed Master Plan Amendment application.

Based on the aforementioned finding, and with the applicant’s concurrence, the Board of County Commissioners continues the Master Plan Amendment request by Mark H. & Sheryle L. Jones to amend the Master Plan
designation from Agriculture to Rural Residential for a 21.60-acre parcel in Smith Valley (APN 010-081-43); PLZ-2023-020 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 Master Plan Amendment application, then the Board may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners has considered:

15.210.03: FINDINGS:

When making an approval, modification or denial of an amendment to the master plan land use map or text, the commission and the Board shall, at a minimum, consider each of the following anc base approval, modification, or denial based on the combined weight of the findings. Each finding shall be supported by a statement of evidence, facts and conclusions.

A. The applicant has demonstrated that the amendment is in substantial compliance with and promotes the master plan goals, objectives and actions;

B. The proposed amendment is compatible with the existing or master planned adjacent land uses, and reflects a logical change in land uses;

C. The proposed amendment has demonstrated and responds to changed conditions or further studies that have occurred since the master plan was adopted by the Board, and the requested amendment represents a more desirable utilization of land;

D. The proposed amendment will not adversely affect the implementation of the master plan goals, objectives and actions, and will not adversely impact the public health, safety or welfare; and

E. The proposed amendment will promote the desired pattern for the orderly physical growth of the County, allows infrastructure to be extended in efficient increments and patterns, maintains relatively compact development patterns, and guides development of the County based on the consideration of natural resources, the physical geography and the efficient expenditure of funds for public services.

After consideration of the above-listed Findings, the Lyon County Board of County Commissioners has determined that the Master Plan Amendment would not be in conformance with the above-listed considerations and denies the Master Plan Amendment request by Mark H. & Sheryle L. Jones to amend the Master Plan designation from Agriculture to Rural Residential for a 21.60-acre parcel in Smith Valley (APN 010-081-43); PLZ-2023-020.

Appeal Process

LCC 15.606.12: An applicant aggrieved by a decision of the planning commission may appeal to the Board of County Commissioners within thirty (30) days of the mailing of the decision. The Board of County Commissioners shall render their decision within forty five (45) days after filing of the appeal and payment of fees.
April 3, 2023

Via Email

LYON COUNTY
Community Development
27 S. Main Street
Yerington, NV89447

Master Plan Amendment & Zoning Map Amendment
60 Artesia Road

Project Description / Narrative & Justification / Findings

To Whom it may concerns:

This letter addresses the Project Description and Narrative as well as the Justification and Findings for this request for approval of a Master Plan Amendment (MPA) and Zoning Map Amendment (ZMA) for this 23.41-acre (gross) property located in Smith Valley.

Project Description & Narrative

With this application for a MPA and ZMA, the applicant seeks the County’s approval to change the existing land use from Agricultural to Rural Residential, and the current zoning from RR-5 (Fifth Rural Residential, 20-acre minimum – Title 10) to RR-5 (Rural Residential – 5-acre minimum per Title 15) zoning for the property referenced in the table below.

Project Details

<table>
<thead>
<tr>
<th>APN &amp; Address</th>
<th>Acres</th>
<th>Current &amp; Proposed Zoning</th>
<th>Current &amp; Proposed Master Plan Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-081-43 60 Artesia Rd</td>
<td>23.41 gross acres</td>
<td>RR-5 (Fifth Rural Residential, 20-acre minimum – Title 10) =&gt; RR-5 (Rural Residential, 5-acre minimum per Title 15 zoning district)</td>
<td>Agricultural =&gt; Rural Residential</td>
</tr>
</tbody>
</table>
Lyon County
Community Development
April 3, 2023
Page 2 of 11

Site History
The Owners, Sir Mark and Sheryle Jones, purchased the property in 2019. At that time, the site included a 1,542 SF residence constructed in 1965 and a 5,283 SF residence built in 1999. Under their ownership, a warehouse and other improvements have been developed on the property.

In 2016, the existing parcel was created by a Record of Survey filed under Document No. 549450. With this recodation, Document No. 549449 was recorded to grant a perpetual offer of dedication for 2.93 acres of public road right-of-way along a portion of Artesia Road abutting Lyon County APN 10-81-19. With this map, Document No. 549452 was also recorded to establish a 5,181 SF “Declaration of Access and Maintenance Easement” in order “to access, use and maintain a irrigation well” within an easement established by this document.

The well and access easement are on the southeast side of the Jones’ property. In the last year, the grantee with access to the well (per the recorded easement on Document No. 549452) cut the irrigation pipe that routed water along the frontage of the Jones property. The pipe was capped—and the Jones family no longer had access to water from this well. The well itself is not under the applicant’s ownership though it is on his property; however, the water is inaccessible now that the pipe has been cut and capped.

By court agreement, the applicant was allowed to use the water when the primary user is not irrigating—provided that he obtain additional water rights. He did so—but opportunities to use these rights have been difficult to find because the well has often been running 24 hours, 7 days a week.

The owner reports that ag production is no longer feasible. Though he has the option to drill his own well, the cost ($138,000) is not reasonable for this hobby farm with about 12 acres in hay production.

Future Intent
With the approval of the requested master plan and zoning map amendments, the Owner intends to file a parcel map application to create three additional parcels. Each parcel will be a minimum of five acres in size—to allow the development of the parcels for residential use with allowance for certain agricultural activities. The new parcels will rely on well, septic, and propane as well as utility services from NV Energy and Frontier.
The property is within an X-Unshaded Flood Zone per Firm Panel 32019C0950E (effective date: 01/16/2009). The Owner’s contact information is available in the signed application included with this submittal.

Justification & Findings

15.210.03: Findings for Master Plan Amendments

A. Findings for Master Plan Amendments.

1. When making an approval, modification, or denial of an amendment to the master plan land use map or text, the commission and the Board shall, at a minimum, consider each of the following and base approval, modification, or denial based on the combined weight of the findings. Each finding shall be supported by a statement of evidence, facts, and conclusion.

Finding 1a: Consistency with the Master Plan
The applicant has demonstrated that the amendment is in substantial compliance with and promotes the master plan goals, objectives, and actions.

Response: The 2020 Lyon County Master Plan (Lyon County Master Plan) states that “Over 90 percent of the county is zoned for Rural Residential” (2020 Lyon County Master Plan, p. 2.3, “Key Facts and Trends”). Master Plans, as explained in Chapter 1 of the 2020 Plan, are advisory—and serve as a “general policy document to guide the physical development of the county.” The goals, policies, and strategies outlined in the Master Plan provide guidance for the reviewing parties to weigh. The proposed land use for this application, Rural Residential, would be matched with RR-5 zoning to align the land use with the zoning.

Chapter 2: Communities
In Chapter 2 of the Lyon County Master Plan, each of the Lyon County communities and their land use goals are described. The Smith Valley Community, where this parcel resides, includes two goals “especially relevant in Smith Valley” (p. 2.16).

• Goal LU 4: Viable Agriculture
The Land Use Table in Chapter 3 of the LCMP outlines agricultural uses permitted under RR-5 zoning. These uses include animal keeping (livestock, poultry, etc.), field crops, plant nursery, and vineyard.
limitations and requirements associated with these uses are clearly defined in Title 15.335.03 Uses Permitted Based on Standards.

For example, ag-related standards applicable to RR-5 zoning establish requirements for animal keeping. The number of animals or poultry on the property is limited by the following requirements.

- A quantity that will cause no harm to the animals
- A quantity that will cause no harm to the environment or ground water
- And a quantity that will cause no harm to neighboring lots, parcels, and or/owners.

These requirements are expanded upon as the discussion progresses—establishing two points.

1. Viable agriculture may continue on this property under RR-5 zoning.
2. The established standards for this use (and others) are clearly defined—including the management of any impacts on neighbors, ground water, and/or livestock.

Chapter 3, Land Use, Economy, and Growth identifies accommodating both ag uses and residential uses as a fundamental goal: “The County desires to continue agricultural production and the retention of agricultural lands but allow residential development; especially in alternative “rural patterns” (Chapter 3, p. 3.2, LCMP). The uses allowed in Rural Residential zoning are exemplified as “ranchettes” and “farnettes” in the RR-5 definition of Title 15 zoning (Land Use Table, p. 3.10)—a reference that carries with it the integration of agricultural and residential uses.

- **Goal NR: Clean Water**
  Per the 2020 Lyon County Master Plan, 10 percent of the County’s land use is Agricultural. The proposed change to the land use and zoning would allow both a residential use and an agricultural one. This mix can preserve a measure of the land while expanding the opportunities to enjoy it—and potentially develop productive uses for that land.

While the County has abundant natural resources (over 75% of the County is public land, “Key Facts and Trends,” p. 2.3, LCMP), the community values these resources and actively identifies strategies to protect them.
Water is fundamental to life—and protecting this resource is particularly important to Smith Valley—where agricultural land is gradually converting to residential uses.

Should the County approve a Master Plan (and Zone change) as required to permit the development of four parcels, each a minimum of 5-acres, each owner will rely on a well for water and a septic system for sewage disposal. The Department of Water Resources will oversee the requirements for any wells. State law and Lyon County Code regulate the treatment and disposal of sewage, and Lyon County will oversee these efforts and require compliance with state and local codes.

Agriculture and Residential uses both impact water quality. The productive mix of the two may be a healthy alternative to intensive ag uses and dense residential developments.

The goals and policies discussed below are found in Chapter 3: Land Use, Economy, and Growth of the 2020 Lyon County Master Plan.

**Goal LU 1: Orderly Growth Patterns**
*Policy LU 1.1: Follow Development Patterns as Established in the Land Use Plan*

The development patterns outlined in the Land Use Plan act as a point of reference when contemplating a change in the plan. This policy notes that the "county’s future urban and suburban growth will develop largely around existing communities" (p. 3.25, 2020 Lyon County Master Plan”). The strategy recommends using the plan to guide decisions on development approvals. The proposed change of the current land use and zoning at 60 Artesia Road would fit well with the established Land Use Plan—as illustrated in the response to finding b, below.

**Goal LU 4: Viable Agriculture**
*Policy LU 4.1: Encourage the Continuation of an Agricultural Lifestyle in appropriate areas of the County.*

In Smith Valley, a mix of residential and agricultural uses have been supporting agricultural lifestyles for decades. This policy encourages ranching and farming activities with a goal to “strive to preserve water rights to ensure continued agricultural potential” (p. 3.29, 2020 LCMP). The development of four parcels on this property in Smith Valley would support the agricultural
lifestyle many residents value while, as discussed above, balancing ag and residential uses that may offset the impacts of dense development and/or the extensive use of ag chemicals.

Finding 1b: Compatible Land Uses
The proposed amendment is compatible with the existing or master planned adjacent land uses and reflects a logical change in land uses.

Response: The Land Use Map in the 2020 LCMP for Smith Valley is primarily green, the color assigned for Agricultural Land Use. On this map, purple indicates areas with a Rural Residential Land Use. The Smith Valley Land Use map is attached to this document for your further reference (Attachment B). The exhibits below illustrate the current and proposed Land Use.

![Figure 1: Existing and Proposed Master Plan Land Uses.](image)

The exhibits above demonstrate the compatibility of the adjacent land use. The parcel at 60 Artesia Road is directly across from Pinion Ranch Estates, a subdivision with a Rural Residential Land Use and RR-5 zoning, the same density the owner seeks for the property across the road.
Finding 1c: Response to Change in Conditions
The proposed amendment has demonstrated and responds to changed conditions or further studies that have occurred since the master plan was adopted by the Board, and the requested amendment represents a more desirable utilization of land.

Response: When the current owners purchased this property with the intention to run a hay operation, the initial crops were satisfactory. However, this parcel, located at the end of the irrigation line, has, at times, received ½ of the 11% allotment for this parcel. In an effort to improve the irrigation, the owners have invested in these facilities by installing a water line with spigots along Artesia Road. In 2020, he re-lasered and reseeded the hay field and invested in weed abatement. He also purchased additional water rights for the property.

However, in the last few years, the distribution of water has been inadequate to sustain the haying operation. One year, they ended up with a total of four acre-feet. While the allotment of water on this property is anticipated to be 100% (2023) this year, this increase is unlikely to address the inadequacy of the end of line tailings they have received in the past.

The Lyon County Master Plan (LCMP) does not directly address the potential inadequacy of irrigation distribution. While the goals for Smith Valley in Chapter 2 of the LCMP do not address this potential issue, Policy LU 4.1 states the following intent: “Encourage the Continuation of an Agricultural Lifestyle in appropriate rural areas of the County” and recommends that the community “Celebrate the County’s agricultural past through land-use policies and programs designed to encourage ranching and farming activities” (2020 LCMP, p. 2.16). The Smith Valley community values also include that the county “will protect the water supply and encourage the efficient use of water resources” (p. 2.17).

Finding 1d: No Adverse Effects
The proposed amendment will not adversely affect the implementation of the master plan goals, objectives, and actions, and will not adversely impact the public health, safety, or welfare.

Response: Approval of a Master Plan Amendment would not adversely affect the implementation of the master plan goals. The site faces parcels with a Rural Residential land use. The opportunities and limitations for this land use are clearly defined in Title 15.335.03 Uses Permitted Based on Standards. Under the oversight and in compliance with the County’s development requirements for the construction of wells, septic,
access, and structures, the site will not adversely impact the health, safety, or welfare of the public.

Smith Valley is located in Basin 107. The Nevada Division of Environmental Protection regulations allow up to 127 septic systems within a one-mile radius when reviewing subdivision maps proposing to utilize septic systems for sewage disposal. Figure 2 illustrates the septic radius for this property.

While a few more parcels have been developed since this aerial image was obtained, the existing RR-5 south of Artesia Road and the agricultural parcels north and west of the project location are not likely to impact the maximum number of septic systems for Smith Valley as determined by NDEP.

A full-page copy of this exhibit is provided under Attachment B.

**Finding 1e: Desired Pattern of Growth**
The proposed amendment will promote the desired pattern for the orderly physical growth of the County, allows infrastructure to be extended in efficient increments and patterns, maintains relatively compact development patterns, and guides the development of the County based on the consideration of natural resources, the physical geography and the efficient expenditure of funds for public services. (Ord. 603, 11-1-2018)

**Response:** With the approval of the requested Master Plan and Zoning Map Amendments, the proposed 5-acre parcels would connect to an existing pattern of Rural Residential Land Use to the south of this parcel. The infrastructure in this rural area is limited to cable, phone service, and power; the properties will rely on well, septic, and propane. The parcel size—significantly larger and less dense than the 2-acre, “Low Density Residential” properties in the Wellington area—is shown in Attachment A: Smith Valley Land Use Map.
Rural infrastructure is already established in the area—as demonstrated by the development of Pinion Ranch Estates. The five-acre parcels proposed for development across the road from this subdivision would create a few additional parcels—and would be served by available infrastructure.

15.220.05: Findings for Zoning Map Amendments
When approving a zoning text or map amendment the commission and the board must make the following findings, supported by a statement of evidence, facts, and conclusions.

### Project Details

<table>
<thead>
<tr>
<th>APN &amp; Address</th>
<th>Acres</th>
<th>Current &amp; Proposed Zoning</th>
<th>Current &amp; Proposed Master Plan Status</th>
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<tr>
<td>010-081-43</td>
<td>23.41</td>
<td>RR-5 (Fifth Rural Residential, 20-acre minimum – Title 10)</td>
<td>Agricultural</td>
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<tr>
<td>60 Artesia Rd</td>
<td></td>
<td>RR-5 (Rural Residential, 5-acre minimum per Title 15 zoning district)</td>
<td>Rural Residential</td>
</tr>
</tbody>
</table>

**Finding A:** That the proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;

**Response:** With the approval of a Master Plan Amendment, changing the land use from Agricultural to Rural Residential, the proposed zone change, from RR-5 (Fifth Rural Residential, 20-acre minimum – Title 10) to RR-5 (Rural Residential, 5-acre minimum per Title 15 zoning district) would align with the adopted master plan and the underlying land use designation.

**Finding B:** That the proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

**Response:** The proposed amendment would not be inconsistent with public facilities policies in this title. As noted above, rural residential communities may rely on well and septic according to the requirements established by the County.
**Finding C:** That the proposed amendment is compatible with the actual or planned adjacent uses.

**Response:** Pinion Ranch Estates, directly across Artesia Road and south of the subject site is a subdivision with approximately 40 five-acre parcels. The proposed amendment is compatible with neighbors in Pinion Ranch Estates as the zoning matches the proposed future zoning for this property.

![Diagram showing existing and proposed master plan land uses](image)

**Figure 3: Existing and Proposed Master Plan Land Uses.**

In addition, the proposed zoning is compatible with the existing agricultural zoning adjacent to both this parcel and the Pinion Ranch Estates Subdivision.

Thank you for your consideration of this project. Please let us know if you need additional information.
Sincerely,

R.O. ANDERSON ENGINEERING, INC.

Kate Cunningham, MA
Associate Planner

Attachment A: Recorded Documents
Attachment B: Smith Valley Land Use Map
Attachment C: Septic Radius Map
Attachment D: Title 15.311.03
<table>
<thead>
<tr>
<th>View from west to east along frontage on Artesia Road</th>
<th>From east to driveway Well house visible</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.jpg" alt="Image" /></td>
<td><img src="image2.jpg" alt="Image" /></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>View from northwest corner of property looking east at site development</th>
<th>Electrical and distant well sites – looking west from northeast side of property</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image3.jpg" alt="Image" /></td>
<td><img src="image4.jpg" alt="Image" /></td>
</tr>
</tbody>
</table>
Photos: 60 Artesia Road
Master Plan and Zone Change Amendments

| Irrigation looking north from curve | NE corner view of shed |
Re Public Comment, Planning Commission, Items 8b & 8c

1 message

James Kinninger <jameskinninger6@gmail.com>  Sun, Jul 9, 2023 at 5:46 PM
To: County Clerks <countyclerks@lyon-county.org>
Cc: Dave Hockaday <dhockaday@lyon-county.org>

Dear Planning Commissioners,
I respectfully request that you deny both Items 8b & 8c on the July 11th agenda, for the following reasons:

8b: Request to change Ag zoning to RR Zoning.
The owners knew this was Ag zoned when they bought it. And they either didn’t research the water rights well enough or simply made a poor decision to buy this property. In any event, it is not the County’s responsibility to remedy their hardships. I’m sure others could make similar claims if this kind of logic carries the day.

8c: Request to change 20 acre zoning to 5 acre zoning.
The owners knew this was a 20 acre minimum zoning when they bought it. Smith Valley has a Master Plan and to allow this request based on the owner’s request would open the door to every other owner of a 20 acre (or larger) parcel to make a similar request and thus completely undercut our Master Plan. Please do not allow such a precedent to be set.

Sincerely,
James Kinninger
Former Chair, Land Use Committee, SV Master Plan
87 Pinon Dr
Wellington, NV 89444
Hello, in regards to items 8.b and 8.c I would like to voice my strong opposition. When I purchased a home in Smith valley, it was because of the rural, agricultural roots and corresponding mentality and lifestyle. The properties in question were purchased as agricultural, larger lots. There is no justification for re-zoning. While the property owner would no doubt profit from this proposed change, the rest of the area will suffer. I want Smith valley to remain Smith valley, not the overdeveloped central valley of California.

Respectfully, -Grant Swain (Smith valley resident)
Amy Smith <amysq81@gmail.com>  

Sat, Jul 8,  
6:12 PM (2  
days ago)  

to me  

I am not in favor of this change, because historically, this property was a cattle and alfalfa ranch, and there are too many new homes going up in this area. Once they get it changed to rural residential, they will sell the water rights and subdivide it into 5 acre lots.  

Amy Smith  

Sent from my iPhone
Meeting Date: 7/5/23

Advisory Board: Smith Valley Citizens Advisory Board

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

Board of Commissioners XX, (and/or) Planning Commission XX

Agenda Item:

10. For Possible Action: To forward a recommendation to the Board of Commissioners for the request for a Master Plan Amendment from Mark and Sheryle Jones to amend the Master Plan designation from Agriculture to Rural Residential on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-020.

Recommended Motion and/or Report:

A motion was made to deny the request. The resulting vote was 2-2 (one member abstained due to residing on the subject property) thus, the board was not able to reach a for or against majority recommendation.

Advisory Board or Public Concerns:

Rationale for the motion made to deny: applicants’ reasons were not sufficient cause to amend the code. Doing so would have an adverse effect – more water usage, loss of greenbelt areas, increased home building.

Rationale for opposing the motion to deny: the applicants’ findings were sufficient cause to amend the code. Particularly important was that the legal process to request such an amendment was in place, followed, and the sense that property owners should be able to do what is allowed by existing law.

Public sentiments: The major concerns expressed were the applicants’ rationale being questionable and not sufficient cause to amend the code. Approving the request would set in place a risky precedent – a slippery slope - that would dramatically alter the agricultural character of Smith Valley, water use, and population density should other ag property owners follow suit.

Submitted By: Ted Stec, Chair
Meeting Date: 7/5/23

Advisory Board: Smith Valley Citizens Advisory Board

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

Board of Commissioners XX, (and/or) Planning Commission XX

Agenda Item:

11. For Possible Action: To forward a recommendation to the Board of Commissioners for the request for a Zoning Map Amendment from Mark and Sheryle Jones to amend the zoning Map designation from Title 10 district of RR-5 (Fifth Rural Residential - 20 acre minimum) to the Title 15 district of RR-5 (Rural Residential – 5 acre minimum) on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-021.

Recommended Motion and/or Report:

A motion was made to deny the request. The resulting vote was 2-2 (one member abstained due to residing on the subject property) thus, the board was not able to reach a for or against majority recommendation.

Advisory Board or Public Concerns:

Refer to item 10, as the same type of sentiment was briefly expressed.

Submitted By: Ted Stec, Chair
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 12.c

Subject: For Possible Action: To approve the request for a Zoning Map Amendment from Mark and Sheryle Jones to amend the Zoning Map designation from Title 10 district of RR-5 (Fifth Rural Residential-20 acre minimum) to the Title 15 district of RR-5 (Rural Residential- 5 acre minimum) on a 21.60- acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-021.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
STAFF REPORT AND PLANNING COMMISSION ACTION

PLZ-2023-021: Request for a Zoning Map Amendment from Mark and Sheryle Jones to amend the zoning Map designation from the Title 10 district of RR-5, Fifth Rural Residential - 20 acre minimum, to the Title 15 district of RR-5, Rural Residential - 5 acre minimum, on a 21.60-acre parcel generally located to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43) PLZ-2023-021.

Proposed Action: Zoning Map Amendment from the Title 10 district of RR-5, Fifth Rural Residential - 20 acre minimum, to the Title 15 district of RR-5, Rural Residential - 5 acre minimum.

Meeting Date: August 3, 2023

Property Owners: Mark H. & Sheryle L. Jones

Applicant: Mark H. & Sheryle L. Jones

Location: Smith Valley

Parcel Number: 010-081-43

Parcel Size: 21.60 acres

Current Master Plan: Agriculture

Proposed Master Plan: Rural Residential

Current Zoning: RR-5 (Fifth Rural Residential, 20 acre minimum – Title 10)

Proposed Zoning: RR-5 (Rural Residential – 5 acre minimum – Title 15)

Flood Zone(s): X Unshaded per FIRM 32019C0950E

Case Planner: Bill Roth

REQUEST

The Applicant requests a Zoning Map Amendment to change the designation from Agriculture to Rural Residential on a 21.60-net-acre parcel in Smith Valley. The stated future intent of the proposed Zoning Map Amendment, and
the predecessor Master Plan Amendment that would go before it to allow for the rezoning, is to subdivide the parcel into four parcels of a minimum five acres in size for future rural residential use.

PLANNING COMMISSION

At the July 11, 2023 Planning Commission meeting, by a majority vote (3 Ayes, Commissioners Allan, Carlson and Ewing; 0 Nay; 2 Recusals, Commissioners Kuzmicki and Jones; 1 Abstentions, Commissioner Sell) the Planning Commission motioned to forward a recommendation of approval to the Board of Commissioners for the request for a Zoning Map Amendment. Discussion by the Commission focused on the proximity of existing rural residential properties near the site of the proposed Master Plan and Zoning Map Amendments and that the proposed project represented a continuation of that development pattern. Several community members spoke in opposition to the project, voicing concern that the proposed change to a rural residential zoning facilitating smaller lot sizes would change the agricultural character of the area, would be inconsistent with Master Plan goals to preserve agricultural uses, and would set a precedent for more Master Plan and Zoning Map Amendments to convert agricultural land in Smith Valley. One community member spoke in favor of the project, stating that the approval of a Master Plan and Zoning Map Amendment for one particular property would not set a precedent for other properties, as each project must be reviewed individually and for its own merits through the public hearing process.

STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners approve the Zoning Map Amendment request based on the Findings as listed in the staff report as the request would be in general conformance with the 2020 Comprehensive Master Plan designation for the property.

A Zoning Map Amendment request cannot be conditioned.

RECOMMENDED MOTION: APPROVAL

If the Board of County Commissioners determines that they will approve the requested Zoning Map Amendment, then the Board should make a motion similar to the following.

The Board of County Commissioners finds that:

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

B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title; and

C. The proposed amendment is compatible with the actual or master planned adjacent uses.

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the Zoning Map Amendment request by Mark H. & Sheryle L. Jones to amend the Zoning Map designation from the Title 10 zoning district of RR-5, Fifth Rural Residential - 20 acre minimum, to the Title 15 district of RR-5, Rural Residential – 5 acre minimum, for a 21.60-acre parcel in Smith Valley (APN 010-081-43) PLZ-2023-021.
BACKGROUND INFORMATION

Location, Size, Topography

The subject parcel is located in the Smith Valley Rural Character District, to the northeast of the intersection of Madison Way and Artesia Road at 60 Artesia Road in Smith Valley (APN 010-081-43). The parcel is 21.60 net acres (23.41 gross acres) in size and is relatively flat as are the parcels surrounding it.
Site Photos
The images below were provided by the applicant.
Master Plan and Zoning

The current Master Plan designation for the site is Agriculture, which the applicant requests to change to Rural Residential. That Master Plan Amendment application is addressed in a separate staff report (PLZ-2023-020).

Should the Master Plan Amendment be approved, the applicant also requests to rezone the site from RR-5 (Fifth Rural Residential, 20 acre minimum – Title 10) to RR-5 (Rural Residential – 5 acre minimum – Title 15) to be consistent with that new Rural Residential Master Plan designation and to facilitate the future subdivision of the parcel into four five-plus-acre parcels for residential use.

Current Zoning Map Designation – RR-5 Title 10

Proposed Zoning Map Designation – RR-5 Title 15

PROPOSED ZONING

The current zoning of the subject parcel, RR-5 (Fifth Rural Residential, 20 acre minimum), is from the County’s expired Development Code, Title 10. Per the Zoning Consistency Matrix, adopted in 2018 with Title 15, the corresponding district in Title 15, as indicated in the Matrix excerpt below, is RR-20 (Rural Residential – 20 acre minimum). However, as previously noted, the applicant’s intent is to subdivide the existing, approximately twenty-acre parcel into four approximately five-acre parcels to facilitate future rural residential uses. A rezoning to RR-5 (Rural Residential – 5 acre minimum) is necessary to allow the smaller lot sizes and to make the zoning map designation consistent with the Master Plan designation. As shown and discussed in the next section, 2020 Master Plan – Table 2: Land Use Table, the proposed Zoning Map designation of RR-5 (Rural Residential – 5 acre minimum) would be consistent with the Master Plan designation of Rural Residential.
Exhibit A  
Zoning Consistency Matrix

<table>
<thead>
<tr>
<th>TITLE 15 ZONING CLASSIFICATION</th>
<th>CURRENT TITLE 10 ZONING CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.G. Agriculture (30 acre minimum)</td>
<td>No Consistent District</td>
</tr>
<tr>
<td>N.I. Non-Irrigated Agriculture (20 acre minimum)</td>
<td>No Consistent District</td>
</tr>
<tr>
<td>R.I. Resource Land (40 acre minimum)</td>
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<tr>
<td>P.L. Public Land (160 acre minimum)</td>
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<td>RR-10, Rural Residential, 20 Acre Minimum</td>
<td>RR-5, Fifth Rural Residential District (20 Acres)</td>
</tr>
<tr>
<td>RR-10, Rural Residential, 10 Acre Minimum</td>
<td>RR-4, Fourth Rural Residential District (10 Acres)</td>
</tr>
<tr>
<td>RR-5, Rural Residential, 5 Acre Minimum</td>
<td>RR-3, Third Rural Residential District (5 Acres)</td>
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<td>RR-3, Rural Residential, 2 Acre Minimum</td>
<td>RR-2, Second Rural Residential District (2 Acres)</td>
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<td>RR-1, Rural Residential, 1 Acre Minimum</td>
<td>RR-1, First Rural Residential District (1 Acre)</td>
</tr>
</tbody>
</table>

2020 Master Plan – Table 2: Land Use Table

The image below is from Chapter 3 of the Master Plan, Land Use, Economy and Growth. The table describes the intended uses under the Rural Residential designation and the zoning districts that are consistent with that Master Plan designation. The applicant intends to create four five-plus-acre parcels to facilitate future residential uses under a zoning designation of RR-5 (Title 15), which would be consistent with the description and the examples of uses for properties with a Rural Residential Master Plan designation (see yellow highlights).

![Table Image]

Rural Character District

The subject parcel is located in the Smith Valley Rural Character District. Rural Character Districts include those areas that are predominately low density residential development with limited neighborhood commercial uses. They may or may not have agricultural land uses or grazing lands. Improvement standards will reflect the “rural” character of the area. Rural districts are not likely to have municipal water and sewer. Roads are likely to have dirt shoulders, some equestrian paths as well as bike facilities within road rights-of-way.
STAFF REVIEW AND COMMENTS

Proposed Zoning Map Amendments are first reviewed by staff and the Planning Commission, who then make recommendations to the Board of Commissioners. The Board makes the final vote on whether or not to approve the request.

FINDINGS FOR REVIEWING A ZONING MAP AMENDMENT REQUEST

Chapter 15.220.05 of Lyon County Code states that when considering approval of a Zoning Map Amendment, three Findings must be considered and supported by a statement of evidence, facts and conclusions. Staff has included those three Findings in **bold** type below. Each Finding is listed with the applicant’s response in *italics* and then staff’s comments.

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

*Applicant’s Response*

*With the approval of a Master Plan Amendment, changing the land use from Agricultural to Rural Residential, the proposed zone change, from RR-5 (Fifth Rural Residential, 20-acre minimum – Title 10) to RR-5 (Rural Residential, 5-acre minimum per Title 15 zoning district) would align with the adopted master plan and the underlying land use designation.*

**Staff Comment**

The proposed Zoning Map Amendment would facilitate the development of the subject property in a manner consistent with the Master Plan designation of Rural Residential. As highlighted in the Master Plan and Zoning section of this report, the proposed RR-5 (Rural Residential, 5-acre minimum) zoning designation would be consistent with the 2020 Master Plan designation of Rural Residential. Properties with a designation of Rural Residential have varying lot sizes and layouts and are typically found in rural districts and on the suburbanizing fringe, as is the case for the area around the proposed parcel. Smaller parcels designated for rural residential uses would also be supportive of a ranchette or farmette use that is consistent with the Rural Residential Master Plan designation. This Finding is met.
Finding B: The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title.

**Applicant’s Response**

The proposed amendment would not be inconsistent with public facilities policies in this title. As noted above, rural residential communities may rely on well and septic according to the requirements established by the County.

**Staff Comment**

As the proposed parcel is contiguous with other similarly designated rural residential parcels, it would not result in a “leap frog” development. It would be served by local phone and electric utilities but would need to have separate well and septic services installed, similar to the other existing parcels in the area. It would not be inconsistent with the adequate public facilities policies nor would it introduce a significant new need for public services that are not already provided to existing residents in the area. This Finding is met.

Finding C: That the proposed amendment is compatible with the actual or master planned adjacent uses.

**Applicant’s Response**

Pinion Ranch Estates, directly across Artesia Road and south of the subject site is a subdivision with approximately 40 five-acre parcels. The proposed amendment is compatible with neighbors in Pinion Ranch Estates as the zoning matches the proposed future zoning for this property.

![Figure 3: Existing and Proposed Master Plan Land Uses.](image)

In addition, the proposed zoning is compatible with the existing agricultural zoning adjacent to both this parcel and the Pinion Ranch Estates Subdivision.
Staff Comment

The proposed Zoning Map Amendment to rezone the parcel as RR-5 (Rural Residential – 5 acre minimum) would be consistent with the Master Plan designation of Rural Residential. The subject property is already developed with a ranchette-style use, so the proposed Master Plan Amendment to facilitate a rezoning and the subdivision of that property into four smaller ranchettes, each on five-acre parcels, would increase density but it would not introduce a new or incompatible use to the area. The proposed zoning would match that of the five-acre rural residential properties to the south and support a consistent development pattern. This Finding is met.

Alternatives to Approval

Alternative Motion for Continuance

If the Board of County Commissioners determines that there is insufficient information with which to make a decision on the Zoning Map Amendment application before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then the Board should make the appropriate findings and move to continue the Public Hearing for the Zoning Map Amendment application to a future date with concurrence from the applicant.

If so, then the Board 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 Zoning Map Amendment application.

Based on the aforementioned finding, and with the applicant’s concurrence, the Board of County Commissioners continues the Zoning Map Amendment request by Mark H. & Sheryle L. Jones to amend the Zoning Map designation from RR-5 (Fifth Rural Residential, 20 acre minimum – Title 10) to RR-5 (Rural Residential – 5 acre minimum – Title 15) for a 21.60-acre parcel in Smith Valley (APN 010-081-43); PLZ-2023-021 for ___ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should deny the Zoning Map Amendment application, then the Board may wish to consider a motion similar to the following:

The Lyon County Board of County Commissioners has considered:

15.220.05: FINDINGS FOR ZONING MAP AMENDMENTS:

When approving a zoning text or map amendment the commission and the Board must make the following findings, supported by a statement of evidence, facts and conclusions.

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

B. That the proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

C. That the proposed amendment is compatible with the actual or master planned adjacent uses.
After consideration of the above-listed Findings, the Lyon County Board of County Commissioners has determined that the Zoning Map Amendment would not be in conformance with the above-listed considerations and denies the Zoning Map Amendment request by Mark H. & Sheryle L. Jones to amend the Zoning Map designation from RR-5 (Fifth Rural Residential, 20 acre minimum – Title 10) to RR-5 (Rural Residential – 5 acre minimum – Title 15) for a 21.60-acre parcel in Smith Valley (APN 010-081-43); PLZ-2023-021.

Appeal Process

LCC 15.606.12: An applicant aggrieved by a decision of the planning commission may appeal to the Board of County Commissioners within thirty (30) days of the mailing of the decision. The Board of County Commissioners shall render their decision within forty five (45) days after filing of the appeal and payment of fees.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 12.d

Subject: For Possible Action: To approve the request for a Conditional Use Permit from Mr. Darrell Bluhm of Lyon County School District to allow a bus yard, commercial coach office building, vehicle maintenance building, bus fueling station and an employee parking area at an existing Educational Facility in the RR-5 (Rural Residential- 5 acre minimum) zoning district on a 60- acre parcel generally located to the south east of the intersection of Spruce Avenue and Topaz Street in Silver Springs (APN 15-131-26) PLZ-2023-031.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Staff Report
Backup
STAFF REPORT AND PLANNING COMMISSION ACTION

PLZ-2023-031

Proposed Action: Conditional Use Permit for a bus storage yard, commercial coach office building, vehicle maintenance building, bus fueling station, and an employee parking area at an existing Educational Facility.

Meeting Date: August 3, 2023

Property Owner: Lyon County School District (LCSD)

Applicant: Darrell Bluhm (LCSD Facilities)

Location: Silver Springs

Parcel Number: 15-131-26

Parcel Size: 60 acres

Master Plan: Public/Quasi Public

Zoning: RR-5 – Rural Residential (5 acre minimum)

Flood Zone(s): X Unshaded per FIRM 32019C0200E

Case Planner: Bill Roth

REQUEST

The Applicant is requesting a Conditional Use Permit (CUP) to allow for a bus storage yard, commercial coach office building, pre-engineered metal vehicle maintenance building, bus fueling station, and an employee parking area at an existing Educational Facility in Silver Springs.

PROJECT SUMMARY

The Applicant’s proposal includes the construction of a storage yard for twenty-five (25) school buses, an employee parking area with forty (40) parking spaces, a 1,440 square foot (sf) commercial coach transportation staff office building, a 4,800 sf pre-engineered metal bus maintenance building ("bus barn"), a bus fueling station, and a bus wash pad at an existing Educational Facility. The proposed bus yard would replace LCSD’s existing bus yard that is located across the street from the proposed project site at the northeast corner of Spruce Avenue and Topaz Street. LCSD staff states that, should the proposed project be approved, the site of the existing bus yard would remain as-is as there are currently no planned uses for that site.
The subject property has a Master Plan designation of Public/Quasi Public and is zoned RR-5 – Rural Residential (5 acre minimum). Educational Facilities and commercial coach structures may be allowed in the RR-5 zoning district subject to the approval of a Conditional Use Permit.

PLANNING COMMISSION

At the July 11, 2023 Planning Commission meeting, by unanimous vote (6 Ayes, Commissioners Allan, Kuzmicki, Sell, Carlson, Ewing and Jones; 0 Nay; 0 Abstentions), the Planning Commission motioned to forward a recommendation of approval to the Board of Commissioners for the Conditional Use Permit request. Several members of the Commission voiced concern that the proposed project would contribute additional bus traffic on Ramsey Weeks Cutoff, as the proposed project involves the relocation of the existing bus yard that is at the corner of Spruce Avenue and Topaz Street to the proposed mid-block location on Spruce Avenue, which is closer to the intersection with Ramsey Weeks Cutoff. To address the concern, the Commission added Recommended Condition of Approval #10, which states that existing bus travel routes should be maintained to the extent practical in order to minimize additional trips on Ramsey Weeks Cutoff. It was noted that fueling for the buses at the existing bus yard is currently done offsite at the Lyon County facility on Graham Avenue, east of Ramsey Weeks Cutoff, and that the onsite fueling included with the proposed project would eliminate the need for offsite refueling trips. There was no public comment.

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 of Lyon County School District for a Conditional Use Permit to allow a bus storage yard, commercial coach office building, vehicle maintenance building, fueling station, and an employee parking area at an existing Educational Facility on a 60-acre parcel in the Rural Residential (5 acre minimum) zoning district,
accessed by Spruce Avenue west of Ramsey Weeks Cutoff in Silver Springs, located on APN 015-131-26, subject to the following Conditions of Approval (PLZ-2023-031).

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 (CLCFPD) and the Lyon County Building Department for review and approval to obtain a Building Permit.
   a. Fire plan review by CLCFPD is required.
   b. Plan review by Silver Springs Mutual Water Company is required.
   c. An encroachment permit from the Lyon County Road Department (LCRD) is required for work in the public right of way.

4. All contractors doing any construction, modifications, or remodels must be licensed in Lyon County and the State of Nevada.

5. The fueling station and wash pad shall be used only for Lyon County School District (LCSD) vehicles. Commercial fuel sales are not permitted.

6. Any connection to the sewer system will require submission and approval by Lyon County Utilities District (LCUD).
   a. If the concrete wash pad is to be connected to the sewer system, a properly sized sand oil separator will be required, to the satisfaction of LCUD.

7. Exterior lighting shall be downward facing and shielded such that light is not shed onto adjacent properties and public rights-of-way.

8. The applicant shall comply with Lyon County’s 2018 revised drainage guidelines to the satisfaction of the County Engineer prior to occupancy.

9. 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.**

10. The existing bus travel routes should be maintained to the extent practicable due to the relocation of the bus yard in order to minimize additional trips on Ramsey Weeks Cutoff.
BACKGROUND INFORMATION

Location

The subject parcel is located in the Silver Springs Suburban Character District, to the west of the intersection of Spruce Avenue and Ramsey Weeks Cutoff, south of Highway 50. Vehicular access to the parcel would be provided via a proposed driveway on Spruce Avenue (see Preliminary Site Plan included with this report).
Subject Parcel Size

The subject parcel is 60 acres in size and sits within the LCSD land holdings in this area that include the campuses of Silver Stage Elementary, Middle School, and High School. In the second image below, the boundaries of the LCSD holdings are indicated with a dashed white line and the proposed project site is indicated with a red star.
Topography

The subject parcel is relatively flat. The image to the right is from the County GIS system. A 50’ contour line is shown in light brown.

Site Photos

The two images below, taken from Spruce Avenue by the Applicant, show the northern frontage of the subject property.

Master Plan and Zoning

The Master Plan designation for the site is Public/Quasi Public. The subject parcel is zoned RR-3 Second Rural Residential District (3 acres) under Title 10 and is subject to the development standards of the RR-5 – Rural Residential (5 acre minimum) under the County’s current land use and development code, Title 15. The surrounding zoning is a mix of RR-5 to the west and north, NC – Neighborhood Commercial to the northwest, and NR-H – Neighborhood Residential (4,500 sq. ft. minimum) to the east and the south.
Suburban Character District
The subject parcel is located in the Silver Springs 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 32019C0200E (effective date: 1/16/2009). A Floodplain Development permit will not be necessary for development on site.
Public Facilities

Lyon County Utilities Department (LCUD) provides sewer service and Silver Springs Mutual Water Company (SSMWC) provides potable water service to this area via lines under Spruce Avenue. Any fixture units serving the project would require connection to these lines and would need to comply with SSMWC requirements, including potential additional water rights dedication for water service. As included in the Conditions of Approval for the proposed project, should the concrete wash pad be connected to the sewer system, a sand oil separator will be required, to the satisfaction of LCUD.

Project Description

The applicant’s proposal includes the construction of a storage yard for twenty-five (25) school buses, an employee parking area with forty (40) parking spaces, a 1,440 square foot (sf) commercial coach transportation staff office building, a 4,800 sf pre-engineered metal bus maintenance building ("bus barn"), a bus fueling station, and a bus wash pad at an existing Educational Facility. The employee parking area would provide parking for the personal vehicles of the twenty-five (25) bus drivers as well as the on-site employees that would work in the proposed transportation office and the vehicle maintenance barn. The proposed employee parking and bus parking areas would be surfaced with compacted aggregate base (gravel) over a scarified and conditioned subbase. The driveway apron for ingress/egress off of Spruce Avenue would be concrete-paved, as would the wash pad and fueling station.

The proposed bus yard would replace LCSD’s existing bus yard that is located across the street from the proposed project site at the northeast corner of Spruce Avenue and Topaz Street. LCSD staff states that, should the proposed project be approved, the site of the existing bus yard would remain as-is as there are currently no planned uses for that site.

Per the applicant, the proposed development is described as follows:

The proposed bus yard facilities will be on the east side of the High School parcel, in a currently vacant area. The bus yard will front Spruce Avenue, with the entrance approximately 780 feet west of the Onyx Street and Ramsey Weeks Cutoff intersection. Facilities at the site will include a modular office building for LCSD’s Transportation Operations staff, a vehicle maintenance building, fueling station, parking with battery charging outlets for up to 25 buses, and up to 40 standard vehicle parking spaces for employees. Stormwater mitigation improvements are also included, as well as utility service laterals to the site and on-site electrical improvements.

The modular building will be 60 ft long x 24 ft wide. It will come pre-plumbed, pre-wired, and will include architectural finishes upon delivery. It will contain two restrooms, as well as a small kitchenette with sink, and partitions for the office spaces. It will have exterior lighting and an ADA accessible ramp from the onsite paved walkways and van-accessible parking stall. Two employees will be staffed at the modular office building. The vehicle maintenance building will be an 80 ft long by 60 ft wide metal building that will have three bays for servicing and repairing buses. It includes an eye wash station, utility sink, and an HVAC system. Two employees will be staffed at the vehicle maintenance building. An above-ground 1,500 gallon split tank with unleaded and diesel fuel pumps will also be provided for LCSD vehicle fueling.

Up to 25 buses will be able to park at the site. Parking for bus drivers, in addition to the four operations and maintenance staff, will also be provided. There are 40 parking spaces provided in total, including one paved accessible space. Code compliance for parking is demonstrated in the Traffic Study prepared in support of this CUP. The entire disturbed area (4.5 acres) of the site will be laid with Type-II aggregate designed for vehicular circulation, and site lighting is provided. The buildings and fuel station will be founded on concrete pads, per structural design.
Parking
The proposed parking area would provide forty (40) parking spaces that are intended to serve the on-site parking needs for the personal vehicles of the school bus drivers and the employees working in the transportation office and the bus barn. As cited in the Applicant’s On-Site Parking Analysis attached to this report, the required parking for the proposed office and the bus barn is based on Lyon County Code Table 15.401-2. The parking for the bus drivers that will drive the twenty-five (25) buses is based on a one-to-one (1-1) ratio of one parking space per bus driver. As shown in the following table, the proposed project requires thirty-eight (38) on-site employee parking spaces in total and, as proposed, provides forty (40) parking spaces – a surplus of two.

<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>1,420 sf (new)</td>
<td>1 space per 300 sf</td>
<td>4.7 parking spaces</td>
</tr>
<tr>
<td>Indoor storage/vehicle</td>
<td>4,800 sf (new)</td>
<td>1 space per 650 sf</td>
<td>7.4 parking spaces</td>
</tr>
<tr>
<td>service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>25 buses</td>
<td>1 space per bus driver</td>
<td>25 parking spaces</td>
</tr>
<tr>
<td><strong>Total Parking Required:</strong></td>
<td></td>
<td></td>
<td><strong>38 spaces (37.1)</strong></td>
</tr>
</tbody>
</table>

Traffic
A traffic analysis, based on the International Transportation Engineers (ITE) Manual and comparing the traffic generated by the existing Educational Facility uses and the proposed project, is attached to this report. The analysis estimates an approximately 2.94% increase in daily trips with the addition of the proposed project. As previously noted, the proposed bus yard would replace the function of the existing bus yard that is located at the northeast corner of Spruce Avenue and Topaz. As such, the trip count increase, which would result from the addition of several on-site employees for the new office and bus barn, would be minimal.

Building Permit Required
Should the proposed CUP be approved, the proposed buildings and structures would be subject to Building Permit Review.
Preliminary Site Plan

The site plans and images that follow were included in the applicant's submittal. Additional materials submitted by the applicant are included in the attachments to this report.
Preliminary Elevations and Floor Plan – Office Building
Preliminary Elevations and Floor Plan – Vehicle Maintenance Building (Bus Barn)
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-3 Second Rural Residential District (3 acres); however, as shown in the adopted Zoning Consistency Matrix, the corresponding Title 15 zoning districts is RR-5 – Rural Residential (5 acre minimum).

The proposed bus yard, transportation office, and vehicle maintenance facilities would be part of the existing LCSD Educational Facility use. Educational Facilities may be allowed in the RR-5 zoning district subject to the approval of a Conditional Use Permit. Commercial coaches, such as that proposed for the office building, also require approval of a Conditional Use Permit.

<table>
<thead>
<tr>
<th>TABLE 15.320-1</th>
<th>TABLE OF ALLOWED USES - RURAL RESIDENTIAL, COMMERCIAL MIXED USE, COMMERCIAL AND AGRICULTURAL/RESOURCE ZONING DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Category</td>
<td>Use Type</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational facilities</td>
<td>School; K - 12 (public or private)</td>
</tr>
<tr>
<td>Agricultural Uses</td>
<td>Post-secondary, trade, or technical education</td>
</tr>
<tr>
<td>Animal raising and production</td>
<td>Animal keeping - livestock, poultry, etc.</td>
</tr>
<tr>
<td>Commercial stable</td>
<td>-</td>
</tr>
</tbody>
</table>

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**

The Under the 2020 Lyon County Master Plan and Silver Springs Land Use Map, the Land Use of the site is listed as Public/Quasi Public, and the site is zoned under Title 15 of the Development Code as RR-5 (Rural Residential, 5-acres minimum). Parking and maintenance of school buses and transportation staff offices for K-12 school use falls under the Educational Facility: School, K-12 land use category, which is an allowable use with CUP approval per Table 15.320-1 of the Lyon County Development Code. In addition, one of the Master Plan Goals for Public Lands (FS3.1) is to 'support efforts by the LCSD to provide adequate school facilities ... and cooperate with the School District in facilities planning.' The Bus Yard facility is intended to increase public accessibility to the adjacent schools, in support of furthering education within the District.
**Staff Comment**

The proposed uses are associated with the existing LCSD educational facility, replacing an existing bus yard that is located across the street, and will not introduce a new use that might be incompatible with the intent of the Silver Springs Suburban Character District. The modern bus yard, fueling, and vehicle wash facilities and the associated transportation staff office and vehicle maintenance building would be supportive of efforts to provide access to adequate school facilities and quality education. 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.

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**

The proposed Bus Yard will be located adjacent to other school and educational facilities, on currently vacant lands, in a relatively undeveloped area of Silver Springs. The modular office building will not produce noise other than those from basic utilities, such as heating and cooling units. Maintenance of buses will be performed within the proposed metal building, which will help mitigate any noise generated from tools used during maintenance operations. The fueling station is not expected to make any noise that could be heard from adjacent properties. Noise produced by the buses and vehicles is consistent with adjacent educational uses and not expected to create adverse impact to adjacent properties.

Erosion and dust control measures will be implemented during construction at the site in conformance with the Storm Water Pollution Prevention Plan (SWPPP) developed for the site per NDEP requirements. Earth disturbance will be limited as required for parking and circulation. Driving and parking surfaces will be covered with aggregate base to minimize dust dispersion by buses and cars driving around the facility. No odors, visual nuisances, or adverse impacts to adjacent developments are anticipated.

A trip generation analysts study was conducted in support of these Findings to analyze the impact of the proposed site on traffic in the area. This was done using the Institute of Transportation Engineers Trip General Manual, 11th Edition. According to the study, negligible impacts to traffic are expected amongst the surrounding school
traffic/activities. Approximately 94 trips per day expected to be produced by the proposed facilities, compared to the estimated 3,194 trips/day experienced by the surrounding land uses.

**Staff Comment**

The proposed bus yard and associated buildings would be located outside of the setbacks required in the RR-5 zoning district and would not exceed the maximum building height, helping to ensure that the proposed project will be compatible with the surrounding parcels, which are also predominantly zoned RR-5. The proposed use represents the replacement of an existing bus yard that is located across the street with a more modern facility and is a moderate expansion of the existing educational facility use on the LCSD Silver Stage campus. As such, the project would generate negligible additional traffic related to the addition of several on-site workers. As such, the proposed project would not introduce a substantial 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**

Traffic is expected to be impacted negligibly amongst the surrounding school traffic/activities, per the above Finding (B) and trip generation analysis. It is assumed that existing roadway infrastructure in the area can accommodate this traffic load and, therefore, is also able to accommodate the very minor increase in vehicular traffic generated by the modular office building.

**Staff Comment**

The proposed use would replace an existing bus yard that is located across the street and would not result in an increase to vehicular traffic other than that related to the addition of several new on-site workers. The proposed driveway on Spruce Avenue would be subject to review by the Lyon County Road Department during the building permit stage, which would ensure compatibility with the existing roadway infrastructure. The proposed employee parking area provides more than the required parking for the proposed 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**

A negligible increase in traffic is expected based on the two employees who will utilize the modular office and two employees who will be stationed at the maintenance building on a regular basis. The use is consistent with the adjacent school facilities and necessary for providing transportation-related services to the public who use them. It is assumed that the level of service of the existing roadways will not be impacted by the minor amount of traffic generated by the modular building. Therefore, no permanent roadway or traffic control improvements are proposed.

**Staff Comment**

As the proposed bus yard replaces an existing bus yard across the street and the associated buildings would result in only several new on-site workers, the project would not significantly increase or impact area traffic flow such that mitigation would be necessary. The Lyon County Road Department has reviewed the proposed project and found it would not significantly impact traffic flow. 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**

The modular and vehicle maintenance buildings are designed to be consistent with other adjacent modular recently approved by Lyon County through the CUP process. The buildings be located approximately 50 feet away from the adjacent High School’s baseball fields, separated by employee parking, and will be consistent with the existing site uses. Other components of the site such as the bus parking and fuel station are set-back from the frontage road and High School by at least 200 feet and will not create adverse effects on adjacent properties.

**Staff Comment**

The size and location of the proposed bus yard and associated buildings would meet the requirements of the RR-5 zoning district, which is intended to avoid impacts to adjacent sites. The proposed project would replace an existing bus yard function that is located across the street and would expand upon the existing Educational Facility use with the addition of a small transportation office and a vehicle maintenance building. The project has been located such that it would not generate visual impacts or adverse 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**

Lyon County Design Criteria was reviewed during the preparation of the proposed facility’s design and are believed to have been met. Parking requirements are included in the Traffic Study submitted in support of this CUP. The modular building will be consistent with the structural and architectural components of other recently CUP-permitted modulars in proximity to the site. Compliance with Building Design Criteria is as certified by the modular manufacturer. The fueling station was designed to be above-ground and was checked with the Nevada Division of Environmental Protection (NDEP). As such, NDEP permitting was found to not be required for the fuel station. The total soil disturbance for the site is less than 5 acres, therefore not requiring a Surface Area Disturbance permit through NDEP either.

**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**

Per the standards outlined for the conditional use, no detriment to public safety, welfare or prejudice to the current area anticipated. This project will allow LCSD to better serve the public for school transportation operations.

**Staff Comment**

The proposed use is a moderate expansion of the Educational Facility use by replacing a bus yard that already serves the existing school campus with a more modern bus yard facility. The proposed buildings 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 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 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 Mr. Darrell Bluhm of Lyon County School District to allow a bus storage yard, commercial coach office building, vehicle maintenance building, fueling station, and an employee parking area at an existing Educational Facility on a 60-acre parcel in the Rural Residential (5 acre minimum) zoning district, accessed by Spruce Avenue west of Ramsey Weeks Cutoff in Silver Springs (APN 015-131-26); PLZ-2023-010 for ___ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should deny the Conditional use Permit application, then the Board 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 denies the Conditional Use Permit request from Mr. Darrell Bluhm of Lyon County School District to allow a bus storage yard, commercial coach office building, vehicle maintenance building, fueling station, and an employee parking area at an existing Educational Facility on a 60-acre parcel in the Rural Residential (5 acre minimum) zoning district, accessed by Spruce Avenue west of Ramsey Weeks Cutoff in Silver Springs (APN 015-131-26); PLZ-2023-010.

Appeal Process

LCC 15.606.12: An applicant aggrieved by a decision of the planning commission may appeal to the Board of County Commissioners within thirty (30) days of the mailing of the decision. The Board of County Commissioners shall render their decision within forty five (45) days after filing of the appeal and payment of fees.
May 1st, 2023

Lyon County Community Development  
34 Lakes Boulevard,  
Dayton, NV 89403  
(775) 245-6135

Subject: Project Narrative - Conditional Use Permit  
Silver Springs Bus Yard

This Project Narrative is to supplement the Conditional Use Permit application for a new Bus Yard proposed by the Lyon County School District (LCSD) next to Silver Springs High School (APN 15-131-26). The proposed bus yard facilities will be on the east side of the High School parcel, in a currently vacant area. The bus yard will front Spruce Avenue, with the entrance approximately 780 feet west of the Onyx Street and Ramsey Weeks Cutoff intersection. Facilities at the site will include a modular office building for LCSD’s Transportation Operations staff, a vehicle maintenance building, fueling station, parking with battery charging outlets for up to 25 buses, and up to 40 standard vehicle parking spaces for employees. Stormwater mitigation improvements are also included, as well as utility service laterals to the site and on-site electrical improvements.

The modular building will be 60 ft long x 24 ft wide. It will come pre-plumbed, pre-wired, and will include architectural finishes upon delivery. It will contain two restrooms, as well as a small kitchenette with sink, and partitions for the office spaces. It will have exterior lighting and an ADA accessible ramp from the onsite paved walkways and van-accessible parking stall. Two employees will be staffed at the modular office building. The vehicle maintenance building will be an 80 ft long by 60 ft wide metal building that will have three bays for servicing and repairing buses. It includes an eye wash station, utility sink, and an HVAC system. Two employees will be staffed at the vehicle maintenance building. An above-ground 1,500 gallon split tank with unleaded and diesel fuel pumps will also be provided for LCSD vehicle fueling.

Up to 25 buses will be able to park at the site. Parking for bus drivers, in addition to the four operations and maintenance staff, will also be provided. There are 40 parking spaces provided in total, including one paved accessible space. Code compliance for parking is demonstrated in the Traffic Study prepared in support of this CUP. The entire disturbed area (4.5 acres) of the site will be laid with Type-II aggregate designed for vehicular circulation, and site lighting is provided. The buildings and fuel station will be founded on concrete pads, per structural design.

Please feel free to call with any questions at (775)588-6490.

Sincerely,

Justin Sand, P.E.  
Senior Project Manager
May 1, 2023

Lyon County Community Development
34 Lakes Boulevard,
Dayton, NV 89403
(775) 245-6135

Subject: Findings - Conditional Use Permit
Silver Springs Bus Yard

Per Section 15.235.04 of the Lyon County Development Code, the following Findings are applicable to the Conditional Use Permit (CUP) for the Bus Yard proposed by the Lyon County School District (LCSD) in Silver Springs, Nevada. The Bus Yard will be built on the vacant portion of the Silver Stage High School property, east of the baseball fields. The Bus Yard will include a modular office building, vehicle maintenance building, fueling station, and parking/charging stations for up to 25 electric buses. All Findings related to this proposed project are described below.

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.

Under the 2020 Lyon County Master Plan and Silver Springs Land Use Map, the Land Use of the site is listed as Public/Quasi Public, and the site is zoned under Title 15 of the Development Code as RR-5 (Rural Residential, 5-acres minimum). Parking and maintenance of school buses and transportation staff offices for K-12 school use falls under the Educational Facility: School, K-12 land use category, which is an allowable use with CUP approval per Table 15.320-1 of the Lyon County Development Code. In addition, one of the Master Plan Goals for Public Lands (FS3.1) is to ‘support efforts by the LCSD to provide adequate school facilities ... and cooperate with the School District in facilities planning.’ The Bus Yard facility is intended to increase public accessibility to the adjacent schools, in support of furthering education within the District.

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.

The proposed Bus Yard will be located adjacent to other school and educational facilities, on currently vacant lands, in a relatively undeveloped area of Silver Springs. The modular office building will not produce noise other than those from basic utilities, such as heating and cooling units. Maintenance of buses will be performed within the proposed metal building, which will help mitigate any noise generated from tools used during maintenance operations. The fueling station is not expected to make any noise that could be heard from adjacent
properties. Noise produced by the buses and vehicles is consistent with adjacent educational uses and not expected to create adverse impact to adjacent properties.

Erosion and dust control measures will be implemented during construction at the site in conformance with the Storm Water Pollution Prevention Plan (SWPPP) developed for the site per NDEP requirements. Earth disturbance will be limited as required for parking and circulation. Driving and parking surfaces will be covered with aggregate base to minimize dust dispersion by buses and cars driving around the facility. No odors, visual nuisances, or adverse impacts to adjacent developments are anticipated.

A trip generation analysis was conducted in support of these Findings to analyze the impact of the proposed site on traffic in the area. This was done using the Institute of Transportation Engineers Trip General Manual, 11th Edition. According to the study, negligible impacts to traffic are expected amongst the surrounding school traffic/activities. Approximately 94 trips per day expected to be produced by the proposed facilities, compared to the estimated 3,194 trips/day experienced by the surrounding land uses.

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

Traffic is expected to be impacted negligibly amongst the surrounding school traffic/activities, per the above Finding (B) and trip generation analysis. It is assumed that existing roadway infrastructure in the area can accommodate this traffic load and, therefore, is also able to accommodate the very minor increase in vehicular traffic generated by the modular office building.

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.
A negligible increase in traffic is expected based on the two employees who will utilize the modular office and two employees who will be stationed at the maintenance building on a regular basis. The use is consistent with the adjacent school facilities and necessary for providing transportation-related services to the public who use them. It is assumed that the level of service of the existing roadways will not be impacted by the minor amount of traffic generated by the modular building. Therefore, no permanent roadway or traffic control improvements are proposed.

E. The proposed development incorporates features to address adverse effects, including visual impacts, of the proposed development on adjacent properties.

The modular and vehicle maintenance buildings are designed to be consistent with other adjacent modular recently approved by Lyon County through the CUP process. The buildings will be located approximately 50 feet away from the adjacent High School's baseball fields, separated by employee parking, and will be consistent with the existing site uses. Other components of the site such as the bus parking and fuel station are set-back from the frontage road and High School by at least 200 feet and will not create adverse effects on adjacent properties.
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.

Lyon County Design Criteria was reviewed during the preparation of the proposed facility's design and are believed to have been met. Parking requirements are included in the Traffic Study submitted in support of this CUP. The modular building will be consistent with the structural and architectural components of other recently CUP-permitted modulars in proximity to the site. Compliance with Building Design Criteria is as certified by the modular manufacturer. The fueling station was designed to be above-ground and was checked with the Nevada Division of Environmental Protection (NDEP). As such, NDEP permitting was found to not be required for the fuel station. The total soil disturbance for the site is less than 5 acres, therefore not requiring a Surface Area Disturbance permit through NDEP either.

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. (Ord. 603, 11-1-2018).

Per the standards outlined for the conditional use, no detriment to public safety, welfare or prejudice to the current area anticipated. This project will allow LCSD to better serve the public for school transportation operations.

Please feel free to call with any questions at (775)588-6490.

Sincerely,

Justin Sand, P.E.
Senior Project Manager
April 27, 2023

Lyon County Community Development
34 Lakes Boulevard,
Dayton, NV 89403
(775) 245-6135

Subject: Traffic Study- Conditional Use Permit
Silver Springs Bus Yard

This Traffic Study was produced for the bus yard proposed by the Lyon County School District (LCSD) next to Silver Springs High School in Silver Springs, Nevada. The bus yard will include a modular office building, vehicle maintenance building, fueling station, and parking for buses as well as employees. The modular building is 1,420 square-feet (SF) and will be staffed with two employees. The vehicle maintenance building will be 4,800 SF and have two additional employees staffed. The proposed bus yard will have capacity for 25 buses to be parked. Parking for the site and traffic generated by the site are analyzed below.

On-Site Parking Analysis:

- **Vehicle Maintenance Building**
  Per Lyon County Development Code (Title 15), Table 15.401-2, the maintenance building will require 1 parking space per 650 SF. This equates to the following:
  
  \[
  4,800 \text{ SF} \times 1 \text{ Space/650 SF} = 7.4 \text{ Spaces} = 8 \text{ spaces (rounded up)}
  \]

  The maintenance building may also be defined by the 5th Edition ITE Parking Generation Manual (ITE Parking Manual) as Land Use 110: 'General Light Industrial'. This Land Use requires 0.65 parking spaces per 1,000 SF of Gross Floor Area (GFA) or 0.55 spaces per employee. Based on the proposed facility, the following parking is required for the ITE standard:
  
  \[
  4,800 \text{ SF} \times 0.65 \text{ Space/1,000 SF} = 3.12 \text{ Spaces} = 4 \text{ spaces (rounded up)}, \text{ or}
  
  2 \text{ employees} \times 0.55 \text{ Spaces/employee} = 1.1 \text{ spaces} = 2 \text{ spaces (rounded up)}
  \]

  To conservatively provide parking for this facility, the site has allowed for 8 parking spaces.

- **Modular Office Building**
  Per Title 15, Table 15.401-2, the maintenance building will require 1 parking space per 300 SF. This equates to the following:
  
  \[
  1,420 \text{ SF} \times 1 \text{ Space/300 SF} = 4.7 \text{ Spaces} = 5 \text{ spaces (rounded up)}
  \]

  The office building may also be defined by the ITE Manual as Land Use 538: 'School District Office'. This Land Use requires 2.36 parking spaces per 1,000 SF of GFA or 1.13 space per employee. Based on the proposed facility, the following parking is required for the ITE standard:
  
  \[
  1,420 \text{ SF} \times 2.36 \text{ Space/1,000 SF} = 3.35 \text{ Spaces} = 4 \text{ spaces (rounded up)}, \text{ or}
  
  2 \text{ employees} \times 1.13 \text{ Space/employee} = 2.26 \text{ spaces} = 3 \text{ spaces (rounded up)}
  \]
To conservatively provide parking for this facility, the site has allowed for 5 parking spaces for the, including one accessible / ADA space.

- **Bus Yard**
  Parking on the site is provided to meet the maximum expected number of bus drivers with anticipated future growth of the school district. Therefore, 25 employee parking spaces were provided for this facility at the site.

- **Total Parking**
The total parking required at the site is as follows:
  Vehicle Maintenance Building Parking = 8 spaces
  Modular Office Building Parking = 5 spaces
  Bus Yard Employee Parking = 25 spaces
  Total = 38 spaces required

There are 40 total spaces provided at the proposed site, which exceeds the minimum parking requirement.

**Trip Generation Analysis:**

Using the 11th Edition ITE Trip Generation Manual (ITE Manual), traffic generated by the proposed site was compared to existing traffic volume estimates.

- **Proposed Site Trips**
The proposed site is classified per the ITE Manual as follows:
  Vehicle Maintenance Building (2 employees) = Land Use 110: ‘General Light Industrial’
  Modular Office Building (2 employees) = Land Use 528: ‘School District Office’

Based on the above information, trip generation estimates can be estimated from Table 1.

<table>
<thead>
<tr>
<th>Facility</th>
<th>ITE Trip Rate / Employee</th>
<th>Employees</th>
<th>Estimated Trips Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Building</td>
<td>3.10</td>
<td>2</td>
<td>6.20</td>
</tr>
<tr>
<td>Office Building</td>
<td>5.08</td>
<td>2</td>
<td>10.16</td>
</tr>
<tr>
<td>Bus Yard</td>
<td>3.10</td>
<td>25</td>
<td>77.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>94 Trips/Day</strong></td>
</tr>
</tbody>
</table>

(rounded up)
• **Existing Surrounding Area Trips**

Existing traffic estimates characteristic of the surrounding area were used for comparison, which are consistent with the Findings for the Conditional Use Permit of this site. The Existing Land Use for the area, for the purposes of this study, was based on the mapped information in Figure 1, and includes the following:

- Silver Springs High School (Population\(^1\) = 323 students, 12 teachers)
- Silver Stage Middle School (Population\(^1\) = 315 students, 19 teachers)
- Silver Stage Elementary School (Population\(^1\) = 349 students, 18 teachers)

Resulting ITE analysis codes = Land Use 525, 522, and 520 for High Schools, Middle Schools, and Elementary Schools respectively.

There are minimal residences in the surrounding area that are very sparsely dispersed and, therefore, excluded from the existing traffic analysis due to negligible impact on peak traffic volumes. The majority of the surrounding land is vacant, used for agriculture, or undeveloped. Additional facilities such as the Silver Stage Library and Park, Lyon County Animal Services Center, and other nearby business were also excluded from the existing traffic estimate as they are not expected to impact traffic volumes at the peak hour.

Based on the above information, trip generation estimates are summarized in Table 2.

<table>
<thead>
<tr>
<th>Facility</th>
<th>ITE Trip Rate / Student</th>
<th>ITE Trip Rate / Staff</th>
<th>Estimated Trips Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>1.94</td>
<td>21.95</td>
<td>890.02</td>
</tr>
<tr>
<td>Middle School</td>
<td>2.10</td>
<td>23.41</td>
<td>1,106.29</td>
</tr>
<tr>
<td>Elementary School</td>
<td>2.27</td>
<td>22.50</td>
<td>1,197.23</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>3,194 Trips/Day</strong></td>
</tr>
</tbody>
</table>

(rounded up)

\(^1\) School population data is based on 2021 and varies by year. It is used for reference only for the purposes of comparison for this study. Data was sourced from the publicly available site, Public School Review, https://www.publicschoolreview.com/)
As demonstrated by the above analyses, the proposed daily trips generated by the bus yard will be 94 trips/day of the existing 3,194 trips/day seen by the surrounding area. The estimated increase in traffic on the adjacent roads is therefore approximately 2.94%, which is considered a negligible amount with the assumption that these roads are functioning at an acceptable level of service. In addition, the proposed bus yard will improve accessibility and operations to provide public transportation for students to and from the surrounding schools. Therefore, it can be expected that most, or all, of the anticipated traffic increase from the development will be offset by a reduction in individual trips to the schools from passenger vehicles.

Please feel free to call for any further clarification or questions at (775) 588-6490.

Sincerely,

Justin Sand, P.E.
Senior Project Manager
ATTACHMENT A:

ITE PARKING MANUAL 5TH EDITION
Land Use: 110 General Light Industrial

Description
A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

Time of Day Distribution for Parking Demand
The following table presents a time-of-day distribution of parking demand on a weekday at 29 general urban/suburban study sites.

<table>
<thead>
<tr>
<th>Hour Beginning</th>
<th>Percent of Weekday Peak Parking Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00–4:00 a.m.</td>
<td>0</td>
</tr>
<tr>
<td>5:00 a.m.</td>
<td>2</td>
</tr>
<tr>
<td>6:00 a.m.</td>
<td>15</td>
</tr>
<tr>
<td>7:00 a.m.</td>
<td>41</td>
</tr>
<tr>
<td>8:00 a.m.</td>
<td>83</td>
</tr>
<tr>
<td>9:00 a.m.</td>
<td>100</td>
</tr>
<tr>
<td>10:00 a.m.</td>
<td>99</td>
</tr>
<tr>
<td>11:00 a.m.</td>
<td>98</td>
</tr>
<tr>
<td>12:00 p.m.</td>
<td>94</td>
</tr>
<tr>
<td>1:00 p.m.</td>
<td>90</td>
</tr>
<tr>
<td>2:00 p.m.</td>
<td>94</td>
</tr>
<tr>
<td>3:00 p.m.</td>
<td>88</td>
</tr>
<tr>
<td>4:00 p.m.</td>
<td>68</td>
</tr>
<tr>
<td>5:00 p.m.</td>
<td>49</td>
</tr>
<tr>
<td>6:00 p.m.</td>
<td>9</td>
</tr>
<tr>
<td>7:00 p.m.</td>
<td>3</td>
</tr>
<tr>
<td>8:00 p.m.</td>
<td>3</td>
</tr>
<tr>
<td>9:00 p.m.</td>
<td>3</td>
</tr>
<tr>
<td>10:00 p.m.</td>
<td>0</td>
</tr>
<tr>
<td>11:00 p.m.</td>
<td>0</td>
</tr>
</tbody>
</table>
Additional Data

The number of employees for this land use was the total number of employees working on all shifts. Facilities with employees that work on shifts may peak at different hours. It is unclear from the data collected for this land use whether the parking demand counts occurred during, prior to, or after shift changes at the study sites.

The average parking supply ratio for the nine study sites with parking supply information is 1.2 spaces per 1,000 square feet GFA.

The sites were surveyed in the 1980s, the 1990s, and the 2010s in California, Illinois, Oklahoma, Texas, and Washington.

Source Numbers

149, 151, 201, 235, 261, 560, 561
General Light Industrial
(110)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 56

Peak Period Parking Demand per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>33rd / 85th Percentile</th>
<th>95% Confidence Interval</th>
<th>Standard Deviation (Coeff. of Variation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.65</td>
<td>0.11 - 7.89</td>
<td>0.58 / 1.94</td>
<td>0.52 - 0.78</td>
<td>0.41 (63% )</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( P = 0.60(X) + 2.77 \)
\( R^2 = 0.85 \)
General Light Industrial (110)

Peak Period Parking Demand vs: Employees
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.
Number of Studies: 38
Avg. Num. of Employees: 68

Peak Period Parking Demand per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>33rd / 85th Percentile</th>
<th>95% Confidence Interval</th>
<th>Standard Deviation (Coeff. of Variation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.55</td>
<td>0.23 - 3.00</td>
<td>0.68 / 1.39</td>
<td>0.48 - 0.62</td>
<td>0.23 (42%)</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: $P = 0.44(X) + 7.57$

$R^2 = 0.99$
Land Use: 538 School District Office

Description

A school district office is an administrative office building that provides services and support to parents, students, and the community. School district offices typically offer centralized services for multiple schools in a district including staff training, purchasing, technology services, strategic planning, public information, student transportation, and student assessments.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 11 study sites in a general urban/suburban setting.

<table>
<thead>
<tr>
<th>Hour Beginning</th>
<th>Percent of Weekday Peak Parking Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00–4:00 a.m.</td>
<td>0</td>
</tr>
<tr>
<td>5:00 a.m.</td>
<td>0</td>
</tr>
<tr>
<td>6:00 a.m.</td>
<td>0</td>
</tr>
<tr>
<td>7:00 a.m.</td>
<td>2</td>
</tr>
<tr>
<td>8:00 a.m.</td>
<td>61</td>
</tr>
<tr>
<td>9:00 a.m.</td>
<td>78</td>
</tr>
<tr>
<td>10:00 a.m.</td>
<td>83</td>
</tr>
<tr>
<td>11:00 a.m.</td>
<td>79</td>
</tr>
<tr>
<td>12:00 p.m.</td>
<td>61</td>
</tr>
<tr>
<td>1:00 p.m.</td>
<td>73</td>
</tr>
<tr>
<td>2:00 p.m.</td>
<td>90</td>
</tr>
<tr>
<td>3:00 p.m.</td>
<td>100</td>
</tr>
<tr>
<td>4:00 p.m.</td>
<td>88</td>
</tr>
<tr>
<td>5:00 p.m.</td>
<td>25</td>
</tr>
<tr>
<td>6:00 p.m.</td>
<td>0</td>
</tr>
<tr>
<td>7:00 p.m.</td>
<td>0</td>
</tr>
<tr>
<td>8:00 p.m.</td>
<td>0</td>
</tr>
<tr>
<td>9:00 p.m.</td>
<td>0</td>
</tr>
<tr>
<td>10:00 p.m.</td>
<td>0</td>
</tr>
<tr>
<td>11:00 p.m.</td>
<td>0</td>
</tr>
</tbody>
</table>
Additional Data
The sites were surveyed in the 2010s in Texas.

Source Number
570
School District Office
(538)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 10:00 a.m. - 4:00 p.m.
Number of Studies: 10
Avg. 1000 Sq. Ft. GFA: 19

Peak Period Parking Demand per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>33rd / 85th Percentile</th>
<th>95% Confidence Interval</th>
<th>Standard Deviation (Coeff. of Variation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.36</td>
<td>1.26 - 3.31</td>
<td>2.13 / 3.00</td>
<td>***</td>
<td>0.43 (18% )</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( P = 2.29(X) + 1.25 \)

\( R^2 = 0.94 \)
School District Office
(538)

Peak Period Parking Demand vs: Employees
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 10:00 a.m. - 4:00 p.m.
Number of Studies: 9
Avg. Num. of Employees: 27

Peak Period Parking Demand per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>33rd / 85th Percentile</th>
<th>95% Confidence Interval</th>
<th>Standard Deviation (Coeff. of Variation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.13</td>
<td>0.74 - 1.44</td>
<td>1.12 / 1.42</td>
<td>***</td>
<td>0.24 (21%)</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( \ln(P) = 0.95 \ln(X) + 0.31 \)
\( R^2 = 0.96 \)
ATTACHMENT B:

ITE TRIP GENERATION MANUAL 11TH EDITION
General Light Industrial
(110)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. Num. of Employees: 71
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.10</td>
<td>1.53 - 23.50</td>
<td>1.81</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( \ln(T) = 0.77 \ln(X) + 2.15 \)

\( R^2 = 0.83 \)

Trip Gen Manual, 11th Edition
Institute of Transportation Engineers
General Light Industrial
(110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.87</td>
<td>0.34 - 43.86</td>
<td>4.08</td>
</tr>
</tbody>
</table>

Data Plot and Equation

\[ T = 3.76(X) + 60.47 \]

\[ R^2 = 0.61 \]
School District Office
(528)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 11
Avg. Num. of Employees: 54
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.08</td>
<td>2.88 - 12.89</td>
<td>3.04</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( \ln(T) = 0.71 \ln(X) + 2.91 \)
\[ R^2 = 0.88 \]
High School
(525)

Vehicle Trip Ends vs: Students
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. Num. of Students: 1498
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.94</td>
<td>0.51 - 3.30</td>
<td>0.61</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: Not Given

$R^2 = \ast\ast\ast\ast$

Trip Gen Manual, 11th Edition
Institute of Transportation Engineers
High School
(525)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 30
Avg. Num. of Employees: 132
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.95</td>
<td>4.57 - 35.35</td>
<td>5.89</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( T = 20.67(X) + 168.10 \)

\( R^2 = 0.59 \)

Trip Gen Manual, 11th Edition
• Institute of Transportation Engineers
Middle School/Junior High School (522)

Vehicle Trip Ends vs: Students
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. Num. of Students: 1048
Directional Distribution: 50% entering, 50% exiting

<table>
<thead>
<tr>
<th>Vehicle Trip Generation per Student</th>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.10</td>
<td>1.48 - 2.81</td>
<td>0.42</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( \ln(T) = 0.97 \ln(X) + 0.95 \)

\( R^2 = 0.83 \)
Middle School/Junior High School
(522)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Employees: 92
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.41</td>
<td>11.85 - 28.47</td>
<td>4.88</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: \( T = 32.33(X) - 816.18 \)
\( R^2 = 0.94 \)
Elementary School
(520)

Vehicle Trip Ends vs: Students
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. Num. of Students: 651
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Student

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.27</td>
<td>1.51 - 5.89</td>
<td>0.93</td>
</tr>
</tbody>
</table>

Data Plot and Equation

Fitted Curve Equation: Not Given

\( R^2 = *** \)

Trip Gen Manual, 11th Edition
Institute of Transportation Engineers
Elementary School
(520)

Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 12
Avg. Num. of Employees: 71
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

<table>
<thead>
<tr>
<th>Average Rate</th>
<th>Range of Rates</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.50</td>
<td>14.57 - 34.91</td>
<td>6.04</td>
</tr>
</tbody>
</table>

Data Plot and Equation

X = Number of Employees

Study Site
Average Rate

Fitted Curve Equation: Not Given

R² = ****

Trip Gen Manual, 11th Edition
Institute of Transportation Engineers
Meeting Date: 7/10/2023

Advisory Board: Silver Springs

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

Board of Commissioners ___X___, (and/or) Planning Commission ___X___

Agenda Item:
For Possible Action: To forward a recommendation to the Board of Commissioners for the request for a Conditional Use Permit from Mr. Darrell Bluhm of Lyon County School District to allow a bus storage yard, commercial coach office building, vehicle maintenance building, bus fueling station, and an employee parking area at an existing Educational Facility in the RR-5 – (Rural Residential-5 acre minimum) zoning district on a 60-acre parcel generally located to the south east of the intersection of Spruce Avenue and Topaz Street in Silver Springs (APN 15-131-26) PLZ-2023-031.

Recommended Motion and/or Report:

Motion: to postpone a recommendation until further studies and information can be provided

Advisory Board or Public Concerns:

The board and community members had concerns regarding neighboring properties, noise, potential fire danger, traffic, access, hazardous waste

Submitted By: Katie Baker

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447
Email to: elopez@lyon-county.org
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 13.a

Subject: For Presentation Only:  A presentation from the Utilities Engineer on the status of the Utilities Department projects (Kishora Panda).

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
LYON COUNTY UTILITIES DEPARTMENT
Utilities Department Project Status

SUMMARY

Projects In Pre-Design/Planning
  1 Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2
  2 Silver Springs General Improvement District Effluent Disposal Preliminary Engineering Report

Projects In Design
  None

Projects In Construction
  1 Aspen Creek Rapid Infiltration Basins (RIBs)
  2 Sewer Lift Station 2 Replacement
  3 10-Mile Hill Tank
  4 Rolling A Wastewater Treatment Facility Phase 4 Expansion

Projects Completed (Since March 2023)
  1 Sewer Model Development
  2 Sheep Camp Dam Geotechnical Assessment
Project: Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2

Description: Phase 2 of the sewer project includes rehabilitation or replacement of the existing 8-inch Asbestos Concrete (AC) pipe between the manhole east of Sinclair Gas Station and the manhole across the post office (about 1800 linear foot).

Budget: $7.6MM (Dayton Sewer Fund - FY 2023 budget)

Schedule/Status:
- Three (3) alternate sewer routes are being evaluated.
- Sewer replacement along the existing route (Alternative 1) is least expensive.
- Easement discussion with the two property owners
  - Sinclair Gas Station - Obtained a permanent utility easement
  - Sbragia Properties - No progress with our discussion since March 2023

Change Orders:

Notes:
Lyon County Utilities Department
Project Update August 3, 2023

Project: Silver Springs General Improvement District (GID)
Effluent Disposal Preliminary Engineering Report

Description: Current effluent disposal from the wastewater facility is not sustainable. Study scope includes evaluation of alternative effluent disposal options and geotechnical investigation for a potential Rapid Infiltration Basin (RIB).

Budget:
- $93,247 (SSGID Fund 634)
- $12,690 (Project cost to date)

Schedule/ Status:
- One of the three parcels identified as a potential Rapid Infiltration Basin site
- Waiting for permission to begin the geotechnical study

Change Orders:
Notes:
Lyon County Utilities Department
Project Update August 3, 2023

Project: Aspen Creek Rapid Infiltration Basins (RIBs)

Description: The project will provide effluent disposal capacity matching with the Rolling A Plant Phase 4 Expansion. Scope includes construction of a new 1.4 million gallon per day Rapid Infiltration Basin (RIB) facility, 12-inch forcemain from Rolling A plant to the RIB facility, and upgrade to the existing Rolling A effluent pump station.

Budget:
- $6.5 MM (Dayton Sewer Fund - (FY 2020 Budget)
- $6.12 MM (Project cost to date)*
- Construction contract $6,167,673
- Contingency fund in contract (9%) $575,000
- Construction completed as of 6/30 $5,752,736
- Included contingency fund used (2.5%) $152,602
- Details of construction cost Appendix A

Schedule/Status:
- Notice to Proceed for Construction Oct 2022
- Substantial completion per contract Jul 31, 2023
- Final completion and acceptance Aug 30, 2023
- Startup testing and commissioning in progress
- Project progress is satisfactory

Change Orders: Change order #1 extending the completion to Aug 30, 2023

Notes:
* Excluding the cost of land purchase
Lyon County Utilities Department
Project Update August 3, 2023

Project: Sewer Lift Station 2 Replacement

Description: The project will increase sewer pumping capacity from the existing Lift Station 2 matching with the Rolling A plant phase 4 expansion. Scope includes a new Lift Station (2A, 1250 gallons per minute) across the Dayton Valley Rd, 12-inch force main from the new Lift Station #2A connecting the existing Lift Station 3A-Rolling A plant forcemain at Sutro Rd, South Plant connection, and flow metering.

Budget:
$7.5 MM (Dayton Sewer Fund - FY 2020 Budget)
$3.6 MM (Project cost to date)
- Construction contract $ 3,616,560
- Contingency fund in contract (9%) $ 333,000
- Construction completed as of 6/30 $ 3,173,605
- Included contingency fund used (5.6%) $ 137,361
- Details of construction cost Appendix B

Schedule/Status:
- Construction began: May 2022
- Substantial completion per contract Aug 24, 2023
- Final completion and acceptance Sep 23, 2023
  - Startup testing and commissioning in progress
  - Project progress is satisfactory

Change Orders:
- Change order #1 extended contract completion time to Jul 1, 2023
- Change order #2 extended contract completion time to Sep 23, 2023

Notes:
10-Mile Hill Tank project scope includes construction of a 1.0 million gallon welded steel water storage tank with access road from Hwy 50, approximately 6,500 linear feet of 16-inch water transmission main (C905 PVC), electrical and telemetry system.

Budget: $7.75 MM (Dayton Water Fund - FY 2023 Budget)
$2.69 MM (Project cost to date)

- Construction contract: $4,144,000
- Contingency fund in contract (13%): $550,000
- Construction completed as of 6/30: $2,555,355
- Included contingency fund used (0.4%): $19,603
- Details of construction cost: Appendix C

Schedule/Status:
- Construction began: Apr 17, 2023
- Contract substantial completion: Oct 14, 2023
- Contract final completion: Nov 13, 2023
  - 16-inch water main construction complete
  - Water tank fabrication in progress
  - Project progress satisfactory and on schedule

Change Orders:

Notes:
Lyon County Utilities Department
Project Update August 3, 2023

Project: Rolling A Wastewater Treatment Facility Phase 4 Expansion

Description: The project will **increase plant annual average treatment capacity** from 1.0 Million gallons per day to 1.4 million gallons per day. Scope includes, (1) construction of new equalization tank, flow splitting structure, two sequencing batch reactors, thickening unit, and a dewatering unit and (2) rehabilitation of existing headworks and sequencing batch reactor.

Budget: $15.0 MM (FY 2020, Dayton Sewer Fund -624)
$2.1 MM (Project cost to date)
- Construction contract $ 19,990,000
- Contingency fund in contract (9%) $ 1,800,000

Schedule/ Status: - Construction contract awarded Apr 20, 2023
- Construction Notice to Proceed Aug 28, 2023
- Construction completion (24 months) Aug 2025

Change Orders: Notes:
Project: Sewer Model Development

Description: Sewer Collection System model development scope includes 4 months of sewer flow metering followed by a hydraulic model development, model calibration, and report preparation.

Budget: $206,700 (Dayton Sewer Fund - FY 2022 budget)  
$169,400 (Project final cost)

Schedule/Status:  
- Notice to proceed issued - Apr 2022
- Final Model presentation and report - Jun 2023
  : Model development and calibration
  : Sewer system capacity assessment
  : Model will be used for
    (a) Sewer master planning
    (b) Development capacity checks
    (c) Design check for sewer improvement projects
    (d) Operational scenario checks

Change Orders:

Notes:
Lyon County Utilities Department
Project Update August 3, 2023

Project: Sheep Camp Dam Geotechnical Assessment

Description: Geotechnical exploration, laboratory testing, engineering analysis, and preliminary geotechnical recommendations for preliminary geotechnical assessment of the existing Sheep Camp Dam, Dayton NV

Budget: $49,500 (Dayton Water Fund)
$42,650 (Project final cost)

Schedule/Status:
- Design report submitted in May 2023
- Preliminary design addressing (1) site material investigation results and (2) State of Nevada Dam Safety (SNDS) inspector report recommendations and Dam Emergency Action Plan
- Preliminary probable cost - between $938,700 to $1,051,700.
- 15% design level plan set

Change Orders:

Notes:
Appendix A

Lyon County Utilities
Aspen Creek Rapid Infiltration Basins and
12-Inch Effluent Main
Dayton, Nevada
Public Works Project No. LY-2022-115

Project Cost To Date Summary
and
Work Change Directives (WCD)
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: Farr West Engineering
Contractor: Ames Construction

Work Change Directive No. 01
Issuance Date: 1/18/2022
Effective Date: 10/01/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:
1. Per RFI 01, Ames Construction requested to use a nylon bodied version on the ARI Combination Air Valve as opposed to the stainless steel version as required in the specification. Ames Construction requested this citing “due to extremely high cost and lead time for the stainless steel version.” Farr West accepted the use of nylon bodied valves.
2. The Work will be credited to Force Account by Bid Item 10-Combination Air Release Valve Assembly. The difference in price per valve is $3,400. There are a total of 8 Air Release Valves, therefore the total credit to the Force Account (Bid Item 27) is $27,200.

Document References:
Plan Sheet: ___________________________ Specification No: 02535-2.13

Attachments:
- Western Nevada Supply material quote
- RFI 01 – ARI Air Release Valve Material

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price: ☒ Other: Material Price Quote

Method of determining change in Contract Times:
☐ Contractor’s Records
☐ Engineer’s Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price: None (Amount applies to Force Account Bid Item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: Farr West Engineering
Contractor: Ames Construction

Issuance Date: 01/18/2023
Effective Date: 11/28/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:

1. Residential development frontage improvements along Spring Creek Drive after the project bid opening resulted in significant utility and landscaping conflicts with the design alignment of the 12” Effluent Main. The removal and replacement of these improvements would have resulted in significant cost impacts to the Project and to future maintenance access to the 12” Effluent Main. Therefore the alignment of the 12” Effluent Main was revised per the attached Sheets C2.2 – C2.5.

2. The following contract bid items and their quantities will be impacted by the 12” Effluent Main alignment revision. The quantities shown are only estimates. Installed quantities will be reflected in subsequent payment requests. Estimated additional Work amount is $36,849 and will be reimbursed per each bid item.

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>12” C900 PVC Effluent Main (42” Cover)</td>
<td>-14</td>
<td>LF</td>
<td>$137.94</td>
<td>$(1,931.16)</td>
</tr>
<tr>
<td>11</td>
<td>Pavement Restoration (4 In. AC, 8 In. AB)</td>
<td>6,135</td>
<td>SF</td>
<td>$7.75</td>
<td>$47,546.25</td>
</tr>
<tr>
<td>13</td>
<td>PCC Curb &amp; Gutter Replacement</td>
<td>-134</td>
<td>LF</td>
<td>$45.95</td>
<td>$(6,157.30)</td>
</tr>
<tr>
<td>14</td>
<td>PCC Sidewalk Replacement</td>
<td>-50</td>
<td>SF</td>
<td>$17.67</td>
<td>$(883.50)</td>
</tr>
<tr>
<td>15</td>
<td>PCC ADA Pedestrian Ramp Replacement</td>
<td>-1</td>
<td>EA</td>
<td>$1,725.00</td>
<td>$(1,725.00)</td>
</tr>
</tbody>
</table>

3. The following out of the contract scope items and their estimated quantities will be added to the existing contract scope due to the 12” Effluent Main alignment revision. Installed quantities will be reflected in subsequent payment requests.
   a. The revised alignment along Spring Creek Drive impacted the existing 6-inch Non-Potable Water Main and survey monuments. Reimbursement will be per the negotiated unit prices shown in the table below and the installed quantities. The reimbursed amount will be reflected under Bid Item 27 – Force Account. Estimated additional Work amount is $13,286.

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>27A</td>
<td>Remove and Dispose of 6&quot; NP-W (C900 PVC)</td>
<td>502</td>
<td>LF</td>
<td>$13.20</td>
<td>$6,626.40</td>
</tr>
<tr>
<td>27B</td>
<td>Survey Monument</td>
<td>4</td>
<td>EA</td>
<td>$1,665.00</td>
<td>$6,660.00</td>
</tr>
</tbody>
</table>

b. During the design phase of the project, it was assumed that the existing asphalt along Ft. Churchill Road was in poor condition and was to be replaced by planned residential development. Therefore pavement sawcutting and restoration was not included as part of the Work. However, the residential project has been delayed and these Work items are be added to the scope of the project. Reimbursement will be per the negotiated unit prices shown in the table below and the installed quantities. The reimbursed amount will be reflected under Bid Item 27 – Force Account. Estimated additional Work amount is $59,837. Note that the pavement sawcutting quantity includes the Spring Creek Drive, due to the 12” Effluent Main realignment into the roadway.
<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>27C</td>
<td>Extra AC Pavement Sawcutting</td>
<td>2,635</td>
<td>LF</td>
<td>$4.60</td>
<td>$12,121.00</td>
</tr>
<tr>
<td>27D</td>
<td>Ft. Churchill Pavement Restoration (2 In. AC, 4 In. AB)</td>
<td>8,820</td>
<td>SF</td>
<td>$5.41</td>
<td>$47,716.20</td>
</tr>
</tbody>
</table>

Total estimated reimbursement as shown in Items 3 above under Bid Item 27 - Force Account amounts to $73,124. Remaining balance of Bid Item 27, including pervious WCDs, is $529,076. The remaining balance of the Construction Contract is estimated at $492,227 with these changes.

**Document References:**
Plan Sheet: C2.2 – C2.5  
Specification No: 

**Attachments:**
- Revised Sheets C2.2 – C2.5
- Unit price quotes from Ames Construction

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- [ ] Non-agreement on pricing of proposed change.
- [X] Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
- [X] Unit Price
- [ ] Lump Sum
- [ ] Time & Materials
- [ ] Other: 

**Method of determining change in Contract Times:**
- [ ] Contractor’s Records
- [ ] Engineer’s Records
- [ ] Other: 

**Estimated increase (decrease) in Contract Price:**
N/A

**Estimated increase (decrease) in Contract Times:**
Substantial Completion (days): N/A
Ready for Final Payment (days): N/A

---

**RECOMMENDED:**
Damon McAlister (DOWL)

**ACCEPTED:**
Nick Galletti (Ames)

**APPROVED:**
David Bruketta (Lyon County)

Title: Project Manager
Date: 1/24/2023

Title: Project Manager
Date: 1/25/2023

Title: Utilities Director
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: Farr West Engineering
Contractor: Ames Construction

Work Change Directive No. 03
Issuance Date: 3/6/2023
Effective Date: 2/1/2023
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**

1. Additional fittings for 12" CSE connection to existing 8" CSE at High Head Pump Station. Record drawings identified pipe as C900 PVC, but the pipe was Schedule 40 PVC. Additional fittings required for connection. Materials cost of $1,055.45.

2. Differing site conditions of existing utilities at intersection of Ft Churchill Road and Wheeler Street. Install depth of 12" CSE was increased to avoid conflicts. Labor and equipment cost of $2,329.18.

3. Unmarked power and communication utilities encountered at STA 18+50 (Spring Creek Drive) during installation of 12" CSE which impacted construction progress. Labor and equipment cost of $569.28.

4. Gas and communication utility conflicts with vertical alignment of 12" CSE at STA 13+50 (Spring Creek Drive) which impacted construction progress. Labor and equipment cost of $569.28.

5. Additional fittings required to avoid existing utilities at intersection of Ft Churchill Road and Spring Creek Drive during installation of 12" CSE. Material cost of $735.02.

Total cost of changes amounts to $5,258.21.

**Document References:**

Plan Sheets: C2.3-C2.5 & C2.7
Specification No: _______________

**Attachments:**

- Field Change Order 01 from Ames Construction, dated January 12, 2023

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**

☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other: Material Price Quote

**Method of determining change in Contract Times:**

☐ Contractor’s Records
☐ Engineer’s Records
☒ Other: N/A
Estimated increase (decrease) in Contract Price: None (Amount applies to Force Account Bid Item)
Estimated increase (decrease) in Contract Times: Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:
By: [Signature] Damon McAlister (Farr West)
Title: Project Manager
Date: 3/4/2023

ACCEPTED:
By: [Signature] Nick Galletti (Ames)
Title: Project Engineer
Date: 3/6/2023

APPROVED:
By: [Signature] David Bruketta (Lyon County)
Title: Utilities Director
Date: 3/8/2023
Work Change Directive (WCD)

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Lyon County Utilities</th>
<th>Issuance Date:</th>
<th>04/04/2023</th>
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<td>Engineer:</td>
<td>DOWL/Farr West Engineering</td>
<td>Effective Date:</td>
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<td>Contractor:</td>
<td>Ames Construction</td>
<td>Project Name:</td>
<td>Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FWE Project No.:</td>
<td>2194</td>
</tr>
</tbody>
</table>

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**

Field Order #7 was issued requesting the Contractor to submit a square foot unit price for geogrid material to be placed in the typical traffic areas along the RIB Facility berms. The geogrid purpose is to provide additional soil stabilization in these areas where wet weather conditions could impact the driving surface for County maintenance staff.

The geogrid will be placed beneath the design gravel surface, which consists of 4” aggregate base over geotextile fabric. The unit price for the geogrid material will be $0.45 per square foot. The estimate quantity is 47,254 square feet, which amounts to $21,264.30. Final costs will be based on field measurements by the Engineer.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $502,554.

**Document References:**

Plan Sheet:  C2.2 – C2.5  
Specification No:  

**Attachments:**

- Field Order #7
- Unit price quote from Ames Construction

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- □ Non-agreement on pricing of proposed change.
- □ Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**

- □ Unit Price
- □ Lump Sum
- □ Time & Materials
- □ Other:  

**Estimated increase (decrease) in Contract Price:**

None (Amount applies to Force Account bid item)

**Method of determining change in Contract Times:**

- □ Contractor’s Records
- □ Engineer’s Records
- □ Other:  N/A

**Estimated increase (decrease) in Contract Times:**

- Substantial Completion (days):  None
- Ready for Final Payment (days):  None
RECOMMENDED:  By: Damon McAlister (DOWL)

ACCEPTED:  By: Nick Galletti (Ames)

APPROVED:  By: David Bruketa (Lyon County)

Title: Project Manager  Title: Project Manager  Title: Utilities Director
Date: 04/05/2023  Date: 4/5/2023  Date: 4/6/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities  
Engineer: DOWL/Farr West Engineering  
Contractor: Ames Construction

Work Change Directive No. 05

Issuance Date: 04/05/2023  
Effective Date: 03/01/2023  
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main  
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:
1. Labor and equipment for backfilling and re-excavation of 8" hot tap of existing 16" CSE at High Head Pump Station. Contractor was directed by the County to backfill hot tap before they extended the 8" CSE, due to concerns of high operating pressure in 16" CSE and risk of pipe heaving/separating. Labor and equipment cost of $1,288.41.
2. Record drawings of effluent piping and valves between High Head Pump Station and connection to 8" CSE to Treated Effluent Overflow Pond didn’t match existing conditions. Contractor was directed to install an 8" gate valve, vertical bends, and additional fittings to make the connection. Labor, equipment, and material cost of $5,158.99.

Total cost of changes amounts to $6,447.40. Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs, is $496,107.

Document References:
Plan Sheets: C1.1  
Specification No: 

Attachments:
- Labor, equipment, and material cost documentation from Ames Construction.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price  
☒ Lump Sum  
☐ Time & Materials  
☐ Other: Material Price Quote

Method of determining change in Contract Times:
☐ Contractor’s Records  
☐ Engineer’s Records  
☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account Bid Item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None  
Ready for Final Payment (days): None
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Ames Construction

Issuance Date: 04/04/2023
Effective Date: 04/10/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**
Field Order #5 was issued requesting the Contractor to submit a cost for constructing air vents to the exterior of the Combination Air Release Valve vaults. The purpose of the air vents is to improve the air flow in and out of the valves, rather than drawing air from the interior of the vaults. All nine (9) Combination Air Release Valve assemblies will be modified. The unit cost is $1,355.06 for a total amount of $12,195.54.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $490,358.

**Document References:**
Plan Sheet: C2.2 – C2.15, C2.18
Specification No: 

**Attachments:**
- Field Order #5
- Unit price quote from Ames Construction

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
☒ Unit Price
☐ Lump Sum
☐ Time & Materials
☐ Other: 

**Estimated increase (decrease) in Contract Price:**
None (Amount applies to Force Account bid item)

**Method of determining change in Contract Times**
☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

**Estimated increase (decrease) in Contract Times:**
Substantial Completion (days): None
Ready for Final Payment (days): None
RECOMMENDED:  
By:  
Damon McAlister (DOWL)

ACCEPTED:  
By:  
Nick Galletti (Ames)

APPROVED:  
By:  
David Bruketta (Lyon County)

Title:  
Project Manager  
Date:  04/05/2023

Title:  
Project Manager  
Date:  4/5/2023

Title:  
Utilities Director  
Date:  4/6/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Ames Construction

Issuance Date: 04/24/2023
Effective Date: 04/10/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**
The Contractor has submitted for compensation due to weather conditions that has impacted his rental equipment costs and associated administrative labor efforts. The request is considered as a Change Proposal under Article 11.06 of the General Conditions. The amount of compensation is **$9,293.96**.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs, is $481,064.

**Document References:**
Plan Sheet: N/A
Specification No: N/A

**Attachments:**
- Field Order #5
- Weather Impact Letter No. 2 (04/18/2023)

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- [ ] Non-agreement on pricing of proposed change.
- [X] Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
- [X] Unit Price
- [ ] Lump Sum
- [ ] Time & Materials
- [ ] Other:

**Method of determining change in Contract Times**
- [ ] Contractor’s Records
- [ ] Engineer’s Records
- [ ] Other: N/A

**Estimated increase (decrease) in Contract Price:**
None (Amount applies to Force Account bid item)

**Estimated increase (decrease) in Contract Times**
Substantial Completion (days): None
Ready for Final Payment (days): None
Work Change Directive (WCD)

Owner: Lyon County Utilities  
Engineer: DOWL/Farr West Engineering  
Contractor: Ames Construction  
Issuance Date: 05/18/2023  
Effective Date: 05/01/2022  
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main  
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:
RFI #14 was submitted by the Contractor for clarification on the construction of the Stilling Wells in each rapid infiltration basin. This triggered a revision to the civil and electrical design elements of the Stilling Wells to improve their long-term stability and operation. The response to RFI #14 included a revised design detail. The cost increased of the design change amounts of $16,519.98.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $464,544.

Document References:
Plan Sheet: C3.13, E2.1  
Specification No: 

Attachments:
- RFI #14 Rev01
- Ames Compensation Request Package – Rev.1 Letter (05/01/2023)

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:  
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other: 

Method of determining change in Contract Times:
☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None
RECOMMENDED:  
By: Damon McAlister (DOWL) 
Title: Project Manager 
Date: 05/18/2023 

ACCEPTED:  
By: Nick Galletti (Ames) 
Title: Project Manager 
Date: 5/31/2023 

APPROVED:  
By: David Brucketta (Lyon County) 
Title: Utilities Director 
Date: 5/31/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Ames Construction

Issuance Date: 05/19/2023
Effective Date: 05/01/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**
Field Order #11 was issued to the Contractor to revise the conductor sizes to the three 12” Butterfly Valve motors called for on the Electrical Plans. The Electrical Plans identified the valve motors to be 240V, but the Civil Specifications identified the valve motors to be 120V. The Contractor submitted for and supplied 120V motors.

The voltage drop across the designed conductors (#8 power/#10 ground) at 120V was calculated to be less than 10% and the Butterfly Valve manufacturer stated this would be acceptable; however, over the long-term operation of the valves, it was determined by the DOWL electrical engineer that increasing the conductor sizes to further reduce the voltage drop would be in the County’s best interest. The revised conductors will be #6 power/#8 ground. The cost increase amounts **$10,115.70**.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $454,428.

**Document References:**
Plan Sheet: E2.1 and E2.2
Specification No: 02535

**Attachments:**
- Field Order #11
- Ames FO11 Compensation Letter (05/10/2023)

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
- [x] Lump Sum
- [ ] Time & Materials
- [ ] Unit Price
- [ ] Other:

**Estimated increase (decrease) in Contract Price:**
None (Amount applies to Force Account bid item)

**Method of determining change in Contract Times:**
- [ ] Contractor’s Records
- [ ] Engineer’s Records
- [ ] Other: N/A

**Estimated increase (decrease) in Contract Times:**
- Substantial Completion (days): None
- Ready for Final Payment (days): None
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Ames Construction

Issuance Date: 05/31/2023
Effective Date: 05/31/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Install 5,800 sq. ft. of 2” of asphalt cement at the intersection of Fort Churchill Road and Wheeler Way. The unit price shall be $2.86/sq. ft. for a total amount of $16,588.00.

Adjust the vertical grade of the existing water valve box per Sheet C2.18, Detail 4. The unit price shall be $460/each for a total amount of $460.00.

The total cost increase of these construction changes amounts to **$17,048.00**.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $437,380.

Document References:
Plan Sheet: C2.7 & C2.18
Specification No: 02740

Attachments:
- Paving limits exhibit from Lyon County

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- □ Non-agreement on pricing of proposed change.
- X Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- X Unit Price
- □ Lump Sum
- □ Time & Materials
- □ Other: 

Estimated increase (decrease) in Contract Price: None (Amount applies to Force Account bid item)

Method of determining change in Contract Times:
- □ Contractor’s Records
- □ Engineer’s Records
- □ Other: N/A

Estimated increase (decrease) in Contract Times:
- Substantial Completion (days): None
- Ready for Final Payment (days): None
RECOMMENDED:  
By: Damon McAlister (DOWL)
Title: Project Manager  
Date: 05/31/2023

ACCEPTED:  
By: Nick Galletti (Ames)
Title: Project Manager  
Date: 6/5/2023

APPROVED:  
By: David Bruketta (Lyon County)
Title: Utilities Director  
Date: 6/2/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Ames Construction

Issuance Date: 06/07/2023
Effective Date: 06/07/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:
RFI #15 was submitted by the Contractor for clarification from San Joaquin Electric regarding the electrical conductors for the pumps at the High Head Pump Station. The response to RFI #15 concluded that Sheet E1.4 directs Contractor to pull new #1 AWG conductors to the 60 Hp motor and this work was not captured on the original Contract Documents. The cost increase for the additional work amounts to $6,126.75.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $431,253.

Document References:
Plan Sheet: E1.4
Specification No: 

Attachments:
- RFI #15 Rev01
- Ames Compensation Request Package Letter (05/31/2023)

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price: ☒ Lump Sum
☐ Unit Price
☐ Time & Materials
☐ Other: 

Method of determining change in Contract Times:
☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

Estimated increase (decrease) in Contract Price: None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None
RECOMMENDED:  
By:  
Damon McAlister (DOWL)

ACCEPTED:  
By:  
Nick Galletti (Ames)

APPROVED:  
By:  
David Bruketta (Lyon County)

Title:  Project Manager  
Date:  06/07/2023

Title:  Project Manager  
Date:  6/8/2023

Title:  Utilities Director  
Date:  6/9/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities  
Engineer: DOWL/Farr West Engineering  
Contractor: Ames Construction

Issuance Date: 06/26/2023  
Effective Date: 06/26/2023  
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main  
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**
FO #10 was issued for the deletion of the 12" Dismantling Joint at the three RIB Valve Vaults and were to be replaced with 12" Restrained Flanged Coupling Adapters (RFCA). A cost savings proposal for the material change was requested. The Dismantling Joints were non-returnable per Western Nevada Supply, therefore, Contractor is to be compensated for the three RFCA’s. Attached is the Contractor’s price quote. The cost increase for the additional work amounts to $4,544.83.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCD’s is $426,708.

**Document References:**
Plan Sheet: C3.13, Detail 3 – Valve Vault Detail  
Specification No: __________

**Attachments:**
- FO #10 (03/15/2023)
- Ames Compensation Request Package Letter (05/31/2023)

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- □ Non-agreement on pricing of proposed change.
- ☑ Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
- □ Unit Price
- ☑ Lump Sum
- □ Time & Materials
- □ Other: __________

**Estimated increase (decrease) in Contract Price:**
None (Amount applies to Force Account bid item)

**Method of determining change in Contract Times**
- □ Contractor’s Records
- □ Engineer’s Records
- □ Other: N/A

**Estimated increase (decrease) in Contract Times:**
- Substantial Completion (days): None
- Ready for Final Payment (days): None
RECOMMENDED: By: Damon McAlister (DOWL)

ACCEPTED: By: Nick Galletti (Ames)

APPROVED: By: David Bruketta (Lyon County)

Title: Project Manager Title: Project Manager Title: Utilities Director

Date: 06/26/2023 Date: 6/27/2023 Date: 6/27/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Ames Construction

Issuance Date: 06/27/2023
Effective Date: 06/27/2022
Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main
FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**

There were concerns with the quality of the asphalt cement pavement patch on Spring Creek Drive. It was agreed upon that the Contractor will provide a credit back for the County and the County will slurry-seal and re-stripe the roadway at a later date. The following is a breakdown of the credit:

1. $2,000 credit for pavement re-striping. Attached is the Contractor’s bid documentation.
2. $1,900 credit for the slurry-seal of 1,020 square yards of 4” asphalt cement pavement patch at $1.86/SY. Unit price is based on the County Roads Department’s recent bid price for similar work.

The cost credit amounts to **$3,900**.

The credit will be applied to Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $430,608.

**Document References:**

Plan Sheet: __________________________
Specification No: ______________________

**Attachments:**

- Contractor’s Direct Cost Report for pavement re-striping under Bid Item 11-Pavement Restoration (4-In AC, 8-In AB).

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**

☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other: ____________________________

**Estimated increase (decrease) in Contract Price:**

None (Amount applies to Force Account bid item)

**Method of determining change in Contract Times:**

☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

**Estimated increase (decrease) in Contract Times:**

Substantial Completion (days): None
Ready for Final Payment (days): None
RECOMMENDED: 

By: ________________________________ By: ________________________________ By: ________________________________
Damon McAlister (DOWL) Nick Galletti (Ames) David Bruketta (Lyon County)

ACCEPTED: 

Title: Project Manager Title: Project Manager Title: Utilities Director

Date: 06/27/2023 Date: 6/27/2023 Date: 6/27/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities

Engineer: DOWL/Farr West Engineering

Contractor: Ames Construction

Issuance Date: 06/23/2023

Effective Date: 06/23/2022

Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main

FWE Project No.: 2194

Contractor is directed to proceed promptly with the following changes:

Description of changes:

FO #13 was issued by the Engineer to mitigate erosion of the sandy soils at the RIB Discharge Aprons by placing riprap around the perimeter of the concrete apron. The description of the work is as follows:

1. Installation a 4-ft wide, 12-inch layer of Class 150 Riprap Bedding Material around the perimeter of the 8 ft x 8 ft Apron, but not along the HDPE liner side of the Discharge Apron. Volume of riprap is estimated at 5 CY at each Discharge Apron.

2. Placement of geosynthetic fabric beneath the riprap material and partially wrap along the sides. Use the existing geosynthetic material that is on-site.

The cost increase for the additional work amounts to $1,719.41.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $428,888.

Document References:

Plan Sheet: C3.12, Detail 2 – RIB Discharge Apron

Specification No:

Attachments:

• FO #13 (06/07/2023)
• Ames Compensation Request Package Letter (06/15/2023)

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times:

☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None
Work Change Directive (WCD)

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<th>Owner: Lyon County Utilities</th>
<th>Issuance Date: 06/27/2023</th>
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<tbody>
<tr>
<td>Engineer: DOWL/Farr West Engineering</td>
<td>Effective Date: 06/27/2022</td>
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<td>Project Name: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main</td>
</tr>
<tr>
<td></td>
<td>FWE Project No.: 2194</td>
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Contractor is directed to proceed promptly with the following changes:

**Description of changes:**
In response to RFI #16, a remote display is needed for Pump Cabinet #3. The cost increase for the supply and installation of the operator interface terminal (OIT) amounts to **$1,026.90**.

Reimbursement will be taken from Bid Item 27 – Force Account. Remaining balance of Bid Item 27, including previous WCDs is $427,861.

**Document References:**
- Plan Sheet: ____________________________
- Specification No: ________________

**Attachments:**
- RFI #16 (06/21/2023)
- Ames Compensation Request Package Letter (06/22/2023)

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☑ Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
- ☐ Unit Price
- ☑ Lump Sum
- ☐ Time & Materials
- ☐ Other: _____________

**Method of determining change in Contract Times:**
- ☐ Contractor’s Records
- ☐ Engineer’s Records
- ☐ Other: N/A

**Estimated increase (decrease) in Contract Price:**
None (Amount applies to Force Account bid item)

**Estimated increase (decrease) in Contract Times:**
- Substantial Completion (days): None
- Ready for Final Payment (days): None
RECOMMENDED:  
By: Damon McAlister (DOWL)

ACCEPTED:  
By: Nick Galletti (Ames)

APPROVED:  
By: David Bruketta (Lyon County)

Title: Project Manager  
Date: 06/27/2023

Title: Project Manager  
Date: 6/27/2023

Title: Utilities Director  
Date: 6/27/2023
LYON COUNTY UTILITIES
LIFT STATION #2A REPLACEMENT PROJECT
DAYTON, NV
Public Works Project No. LY-2021-070

Project Cost To Date Summary
and
Work Change Directives (WCD) – Approved and Executed

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<td></td>
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</tbody>
</table>
Contractor is directed to proceed promptly with the following changes:

**Description of changes:**

1. On June 13th, 2022, the Contractor performed additional exploratory work and hand digging for the existing electrical lines located in the southeast planter of Palmer Dr. The marked electrical lines from NV Energy found in the field were different than the plans. When searching for the lines, there were many unmarked conduits that were discovered. This caused the crew to work extremely slow to avoid all of the conflicting conduits that had been discovered.

2. On May 20th, 2022, the Contractor experienced slow production when installing the force main across Dayton Valley Road at STA. 42+65 after encountering an unmarked AT&T telephone line. The crew had to dig and work around the telephone line until an AT&T representative informed Peek Brothers that the line was abandoned. On June 10th, 2022, the Contractor was trenching across Dayton Valley Road to install NV Energy Conduit. During the excavation they encountered three (3) 2” beige conduit lines from Charter which were unmarked and crossed the proposed trench. The Contractor provided additional exploratory potholes and worked slowly to protect the unmarked utilities.

3. On June 7th, 2022, the Contractor discovered four 6” PVC pipes and two 3” electrical conduits that were unmarked when excavating for the waterline extension on Palmer Dr on Sheet C2.4. just west of the proposed Lift Station 2A site. The crew discontinued work until there was a solution made to the conduits conflict. Once it was determined that the lines should be protected, the Contractor proceeded by digging slowly in order to protect the facilities.

4/5. On June 1st, 2022, the Contractor discovered buried conduit for future electrical use just east of SSMH #4 on the north side of Dayton Valley Rd. This unmarked conduit slowed down the excavation for the gravity sewer and required construction adjustments. On June 6th, 2022, the unmarked conduits was evaluated thoroughly to determine if there was an option to use the existing conduit for the proposed lift station’s electrical lines, as this would have eliminated the need to trench across Dayton Valley Rd and save a considerable amount of money. However it was deemed unsuitable after mandrel testing and potholing which confirmed the difficult construction hazards and provided the conclusion that the electrical conduits were to be installed per plan.

6. Total reimbursement under Bid Item 37 – Force Account amounts to $16,687.57. Remaining balance of Bid Item 37 is $297,951.87
Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☐ Lump Sum
☒ Time & Materials
☐ Other: ________________________________

Method of determining change in Contract Times
☒ Contractor’s Records
☒ Engineer’s Records
☐ Other: N/A

Estimated increase in Contract Price: None.

Estimated increase in Contract Times:
Substantial Completion (days): 2
Ready for Final Payment (days): 0

RECOMMENDED:
By: Jared Trowbridge (Farr West)
Title: Project Manager
Date: 9/19/2022

ACCEPTED:
By: John Garrett (Peck Brothers Construction)
Title: Project Manager
Date: 9/20/2022

APPROVED:
By: David Bruketta (Lyon County)
Title: Utilities Director
Date: 9/21/2022
Work Change Directive (WCD)

Owner: Lyon County Utilities  
Engineer: Farr West Engineering  
Contractor: Peek Brothers Construction

<table>
<thead>
<tr>
<th>Work Change Directive No.</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner: Lyon County Utilities</td>
<td>Issuance Date: November 23, 2022</td>
</tr>
<tr>
<td>Engineer: Farr West Engineering</td>
<td>Effective Date: November 23, 2022</td>
</tr>
<tr>
<td>Contractor: Peek Brothers Construction</td>
<td>Project Name: Lift Station #2A Replacement</td>
</tr>
<tr>
<td></td>
<td>FWE Project No.: 2206</td>
</tr>
</tbody>
</table>

**Description of changes and background:**

1. Due to supply chain disruptions, many valves, pipes and fittings that were scheduled for delivery with Peek Brothers were delayed. This delay required the Contractor to demobilize all construction equipment and some materials.

2. All remaining procured materials that were delayed have now arrived and the Contractor is ready to begin construction. But before they begin construction the Contractor has requested to be paid one additional “mobilization” per bid item number 1. Please see the Contractors request on page 4 of this work change directive.

3. The Engineer requested additional written backup documentation and justification in conjunction with this payment request and that request was denied by Travis Peek. Please see pages 5-7 for email correspondence. However, voicemails were left for Farr West with additional information.

4. The Engineer would have liked to see additional written backup documentation supporting this request, but through several phone calls with Travis Peek and Lyon County, we have enough justification to recommend approval for this mutually acceptable proposal. See below for additional justification notes:

**Justification:**

- After months of delay, this $100,000 request appears reasonable. The mobilization bid item is 2.7% of the contract price. This does not appear to be overpriced when on past projects we have seen the mobilization price be between 5%-8% of the contract price.
- Nearly every piece of construction equipment is returning to the site. That is because there is still trenching, grading, paving, and PCC flatwork remaining.
- Change Order #1 added 229 days to the contract. The original contract length was 210 days and the mobilization price was $100,000. Please see the attached schedule on pages 8-10 which supports the 229 days that were added to the contract. Mobilization bid items generally include bonds, overhead insurance, and other costs. Doubling the contract time and doubling the mobilization costs is reasonable from this perspective.
- Per general conditions section 11.04 paragraph B2 – “An adjustment in Contract Price will be determined as follows: 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by mutually agreed lump sum.” This shows that this vehicle for payment is contractually acceptable.
• Since September 2020 when the bid was prepared, construction costs have gone up significantly. This is another supportive argument for acceptance of the 2020 value.
• Additional delays could expose the County to additional costs.

Conclusion:
• Due to the nature of the delays that have impacted the Lift Station #2A Project, Farr West supports Peek Brothers request for additional payment for mobilization costs and recommends payment without additional justification because the costs appear reasonable. Proceeding/commencing construction with this authorization of Force Account appears to be in the best interest of the County.

Total reimbursement under Bid Item 37 – Force Account amounts to $100,000.00. Remaining balance of Bid Item 37 is $197,951.87

Document References:
Plan Sheet: Specify No: C-700 Section 11.04

Attachments:
• Contractor’s Change Order Proposal
• Remobilization Change Order Emails
• Lift Station 2A Schedule with Material Delays

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other: _____________________________

Method of determining change in Contract Times:
☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

Estimated increase in Contract Price: None.
Estimated increase in Contract Times:
Substantial Completion (days): 0
Ready for Final Payment (days): 0
Work Change Directive (WCD)

Owner: Lyon County Utilities  
Engineer: Farr West Engineering  
Contractor: Peek Brothers Construction  
Issuance Date: February 13, 2023  
Effective Date: February 13, 2023  
Project Name: Lift Station #2A Replacement  
FWE Project No.: 2206

Description of changes and background:
1. Due to the unforeseen material and weather delays in the Lift Station 2A Project, the price of asphalt paving has increased from the agreed on price at the time of the project’s bid. This increase in price covers the increased costs for the oils and materials needed to produce the asphalt mix.

Justification:
- After 16 months of delay, the pay request of $13,701.77 appears reasonable. We have continually seen the prices for all construction materials/work steadily increase due to the current market inflation that is taking place nationwide.

- In the approved Change Order #1 for the Lift Station 2A Project, Peek Brothers did caution that the asphalt paving pricing would most likely increase due to the all the delays in the project. It was noted that per Peek Brother’s contract with Advanced Asphalt for asphalt pricing would only be good through the year 2022.

- Per General Conditions Section 4.05 Paragraph C – “If the Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time” and further in Section 4.05 Paragraph G – “Contractor must submit any Change Proposal seeking adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.” This shows that this vehicle for payment is contractually acceptable.

Conclusion:
- Due to the nature of the delays that have impacted the Lift Station #2A Project, Farr West supports Peek Brothers request for additional payment for asphalt paving costs and recommends payment without additional justification because the costs appear reasonable. Proceeding/commencing construction with this authorization of Force Account appears to be in the best interest of the County.

Total reimbursement under Bid Item 37 – Force Account amounts to $13,701.77. Remaining balance of Bid Item 37 is $184,250.10

Document References:
Plan Sheet: C1.4/C5.9/C7.1  
Specification No: C-700 Section 4.05
Attachments:
- Contractor’s Change Order Proposal
- Original Asphalt Pricing Quote
- New Asphalt Pricing Quote

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- Non-agreement on pricing of proposed change.
- ☑ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☑ Lump Sum
- ☐ Time & Materials
- ☐ Other: 

Method of determining change in Contract Times
- ☐ Contractor’s Records
- ☐ Engineer’s Records
- ☐ Other: N/A

Estimated increase in Contract Price: None.
Estimated increase in Contract Times:
Substantial Completion (days): 0
Ready for Final Payment (days): 0

RECOMMENDED:
By: Jared Trowbridge (Farr West)
Title: Project Manager
Date: 2-16-2023

ACCEPTED:
By: John Garrett (Peek Brothers Construction)
Title: Project Manager
Date: 2-14-2023

APPROVED:
By: David Bruketta (Lyon County)
Title: Utilities Director
Date: 2/17/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities  
Engineer: Farr West Engineering  
Contractor: Peek Brothers Construction  

Issuance Date: March 21, 2023  
Effective Date: March 21, 2023  
Project Name: Lift Station #2A Replacement  
FWE Project No.: 2206

Description of changes and background:

- There is a building located at 967 Lakeview Dr (APN 016-361-57) with a pressurized sanitary sewer lateral that feeds into the existing 12” sewer force main that runs south to north from the South Dayton Wastewater Treatment Plant to the existing Lift Station 2. After the proposed Lift Station 2A is online, Lift Station 2 will be abandoned along with this 12” existing force main which will cause this building’s lateral to be flowing into an abandoned line. This work change directive covers the costs for the material, labor, and equipment to install the proposed modifications to the existing sanitary sewer lateral.

Note: All material included in this work change directive must comply with American Iron and Steel (AIS) requirements. See Document References below.

Total reimbursement under Bid Item 37 – Force Account amounts to $12,831.26. Remaining balance of Bid Item 37 is $152,157.20

Document References:
Plan Sheet: N/A  
Specification No: 00820 – SRF Requirements

Attachments:
- Contractor’s Change Order Proposal
- 967 Lakeview Dr Sewer Lateral Exhibit
- AIS Material Certifications

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
  ☒ Necessity to proceed for schedule or other Project reasons.
  ☐ Non-agreement on pricing of proposed change.

Method of determining change in Contract Price:  
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other: ____________________________

Method of determining change in Contract Times:
- ☐ Contractor’s Records
- ☐ Engineer’s Records
- ☐ Other: N/A

1
Estimated increase in Contract Price: None.

Estimated increase in Contract Times:
Substantial Completion (days): 0
Ready for Final Payment (days): 0

RECOMMENDED:
By: Jared Trowbridge (Farr West)
Title: Project Manager
Date: 4/4/2023

ACCEPTED:
By: John Garrett (Peek Brothers Construction)
Title: Project Manager
Date: 4/4/2023

APPROVED:
By: David Bruketta (Lyon County)
Title: Utilities Director
Date: 4/4/2023
Work Change Directives (WCD) – Approved but NOT Executed
Contractor is directed to proceed promptly with the following changes:

**Description of changes:**

1. During potholing it was discovered that the existing Lift Station 2 force main was not located as indicated on plans. Lyon County identified another tie-in location and Farr West Engineering provided a revised plan and connection detail.

2. Total reimbursement under Bid Item 37 – Force Account amounts to $18,360.56. Remaining balance of Bid Item 37 is $314,639.44.

3. One additional contract day will be added to the Contract via Change Order #1 at a later date.

**Document References:**

- Plan Sheet: Sheet C3.1
- Specification No: 

**Attachments:**

- Contractor’s Change Order Proposal
- Revised Sheet C3.1 with revised plan and tie-in connection detail.
Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:  Method of determining change in Contract Times
☐ Unit Price  ☐ Contractor’s Records
☒ Lump Sum  ☐ Engineer’s Records
☐ Time & Materials  ☒ Other: N/A
☐ Other: ____________________________

Estimated increase in Contract Price: None.
Estimated increase in Contract Times:
Substantial Completion (days): 1
Ready for Final Payment (days): 1

RECOMMENDED:
By: [Signature] Jared Trowbridge (Farr West)
Title: Project Manager
Date: 06/21/2022

ACCEPTED:
By: [Signature] John Garrett (Peek Brothers Construction)
Title: Project Manager
Date: 06/22/2022

APPROVED:
By: [Signature] David Bruketta (Lyon County)
Title: Utilities Director
Date: 06/23/2022
Work Change Directive (WCD)

Work Change Directive No. 2

Owner: Lyon County Utilities  
Engineer: Farr West Engineering  
Contractor: Peek Brothers Construction  
Issuance Date: August 5, 2022  
Effective Date: August 5, 2022  
Project Name: Lift Station #2A Replacement  
FWE Project No.: 2206

Contractor is directed to proceed promptly with the following changes:

Description of changes:

1. See attached revised generator foundation based on the information provided in Peek Brother’s submittal. The size of the foundation is based off two criteria. The size must be at least 6 inches greater than the generator footprint (in our case the fuel tank) and big enough to provide the minimum edge distance for the anchor bolts. In the long direction, the 6” criteria controlled, in the short direction, the anchorage edge distance controlled.

2. The calculations indicate that the generator is to be anchored with carbon wedge anchors. However, this is an exterior application, so the Structural Engineer requires stainless steel anchors. Please note that a barrier must be provided between dissimilar metals.

Document References:

Plan Sheet: Sheet S5.2  
Specification No: N/A
Attachments:
- Revised Sheet S5.2

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- Unit Price
- Lump Sum
- Time & Materials
☒ Other: N/A

Method of determining change in Contract Times
- Contractor’s Records
- Engineer’s Records
☒ Other: N/A

Estimated increase in Contract Price: None.

Estimated increase in Contract Times:
Substantial Completion (days): 0
Ready for Final Payment (days): 0

RECOMMENDED:
By: Jared Trowbridge (Farr West)
Title: Project Manager
Date: 9/8/2022

ACCEPTED:
By: John Garrett (Peek Brothers Construction)
Title: Project Manager
Date: 9/7/2022

APPROVED:
By: David Bruketta (Lyon County)
Title: Utilities Director
Date: 9/8/2022
Work Change Directive (WCD)

Work Change Directive No. 8

Owner: Lyon County Utilities  Issuance Date: March 31, 2023
Engineer: Farr West Engineering  Effective Date: March 31, 2023
Contractor: Peek Brothers Construction  Project Name: Lift Station #2A Replacement
FWE Project No.: 2206

Description of changes and background:

- Concrete curb was adjusted ±6” horizontally to the south due to location of block wall pillar. This adjustment created a ±6” gap between the concrete curb and the inside of the block wall. This Work Change Directive would fill this gap with concrete.

- A catch basin inlet box was discovered with a buried steel plate covering on the west side of Palmer Ct. This inlet was installed to be used in the future extension of Palmer Ct. It is recommended to extend the existing curb, gutter and sidewalk to the extents of the discovered catch basin inlet and provide the Type 4R catch basin frame to the complete the installation of this curb inlet. This area is within the extents of the Palmer Ct restoration limits and would require an additional seven (7) linear feet of curb and gutter to extend to this future catch basin.

Total reimbursement under Bid Item 37 – Force Account amounts to $6,971.33. Remaining balance of Bid Item 37 is $145,185.87

Document References:
Plan Sheet: C1.3  Specification No: N/A

Attachments:
- Contractor’s Change Order Proposal
- Block Wall/Curb Backfill and West Palmer Ct Extension Document
Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☒ Non-agreement on pricing of proposed change.
- ☐ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:  Method of determining change in Contract Times
- ☐ Unit Price  ☐ Contractor’s Records
- ☒ Lump Sum  ☐ Engineer’s Records
- ☐ Time & Materials  ☐ Other: N/A
- ☐ Other: ____________________

Estimated increase in Contract Price: None.  Estimated increase in Contract Times:
Substantial Completion (days): 0
Ready for Final Payment (days): 0

RECOMMENDED:  ACCEPTED:  APPROVED:
By: Jared Trowbridge (Farr West)  By: John Garrett (Pike Brothers Construction)  By: David Bruketta (Lyon County)

Title: Project Manager  Title: Project Manager  Title: Utilities Director
Date: 4/4/2023  Date: 4/4/2023  Date: 4/4/2023
Appendix C

LYON COUNTY UTILITIES
10-MILE HILL TANK PROJECT
DAYTON, NEVADA
Public Works Project No. LY-2023-007

Project Cost To Date Summary
and
Work Change Directives (WCD)
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Aspen Developers Corp.

Issuance Date: 04/18/2023
Effective Date: 04/21/2022
Project Name: 10-Mile Hill Tank
DOWL Project No.: 1979

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Field Order #1 was issued requesting the Contractor to submit a cost for installing two 12-inch gate valves and tee assemblies on the new 16-inch water main. The purpose of the tee and valve assemblies is for connection by the property owner for a future development. The unit cost per assembly is $11,726.43 for a total amount of $23,452.86.

Reimbursement will be taken from Bid Item 17 – Force Account. Remaining balance of Bid Item 17 is $526,547.

Document References:
Plan Sheet: C1.3 and C1.4
Specification No: N/A

Attachments:
• Field Order #1
• Price quote from Aspen Developers
• Revised Sheets C1.3 and C1.4

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☒ Unit Price
☐ Lump Sum
☐ Time & Materials
☐ Other: 

Method of determining change in Contract Times:
☐ Contractor’s Records
☐ Engineer’s Records
☐ Other: N/A

Estimated increase (decrease) in Contract Price: None (Amount applies to Force Account bid item)
Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None
By: Damon McAlister (DOWL)
Title: Project Manager
Date: 04/17/2023

By: Kurt Matzoll (Aspen Developers)
Title: Project Manager
Date: 05/26/2023

By: David Brucketta (Lyon County)
Title: Utilities Director
Date: 5/29/2023
Work Change Directive (WCD)

Owner: Lyon County Utilities
Engineer: DOWL/Farr West Engineering
Contractor: Aspen Developers Corp.

Issuance Date: 05/18/2023
Effective Date: 05/04/2022
Project Name: 10-Mile Hill Tank
DOWL Project No.: 1979

Contractor is directed to proceed promptly with the following changes:

**Description of changes:**
RFI #4 was received from the Contractor requesting to delete the ladder landing/platform from the design and install an OSHA compliant continuous ladder with safety devise. A cost credit for this change will be applied to the project in the amount of $3,850.

Credit will be applied to Bid Item 17 – Force Account. Remaining balance of Bid Item 17 is $530,397.

**Document References:**
Plan Sheet: C4.6
Specification No: N/A

**Attachments:**
- RFI #4

**Purpose for Work Change Directive:**
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- [ ] Non-agreement on pricing of proposed change.
- [x] Necessity to proceed for schedule or other Project reasons.

**Method of determining change in Contract Price:**
- [ ] Unit Price
- [x] Lump Sum
- [ ] Time & Materials
- [ ] Other:

**Method of determining change in Contract Times:**
- [ ] Contractor’s Records
- [ ] Engineer’s Records
- [ ] Other: N/A

**Estimated increase (decrease) in Contract Price:**
None (Amount applies to Force Account bid item)

**Estimated increase (decrease) in Contract Times:**
Substantial Completion (days): None
Ready for Final Payment (days): None

**RECOMMENDED:**
By: Damon McAlister (DOWL)
Title: Project Manager
Date: 05/17/2023

**ACCEPTED:**
By: Kurt Matzoll (Aspen Developers)
Title: Project Manager
Date: 5/26/2023

**APPROVED:**
By: David Bruketta (Lyon County)
Title: Utilities Director
Date: 5/09/2023
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 13.b

Subject: For Possible Action: Authorize the board chair to sign letters of support for the Utilities Department to submit grant applications for water and sewer projects to the Nevada Water Conservation and Infrastructure Initiative through the Department of Conservation and Natural Resources (David Bruketta).

Recommendation:

Move to authorize the board chair to sign letters of support for the Utilities Department to submit grant applications for water and sewer projects to the Nevada Water Conservation and Infrastructure Initiative through the Department of Conservation and Natural Resources.

Summary:

The Nevada Legislature allocated $100 million in American Rescue Plan Act (ARPA) infrastructure funds to the Nevada Department of Conservation and Natural Resources. The Nevada Water Conservation and Infrastructure Initiative was established to allocate the funds. Funds are to be provided as a reimbursement grant, must be obligated by December 2024, and must be spent before December 2026. The application deadline is August 7, 2023. The Utilities Department proposes to submit the following applications: 1) Dayton Water: Smokey Hills Water Main Replacement, 2) Dayton Water: Generators for Wells and Booster Stations, 3) Dayton Sewer: Rolling A Improvements, 4) Dayton Sewer: Hwy 50 Gravity Main Replacement, and 5) Silver Springs Aeration System Improvements.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:
Attachments:
August 3, 2023

Jason Cooper
Administrative Services Officer 3
Office of Financial Assistance – State Revolving Fund
Nevada Division of Environmental Protection
901 S. Stewart Street Suite 4001
Carson City, NV 89701

Regarding: Silver Spring GID: Aeration System Improvements – Letter of Support

Dear Mr. Cooper,

On behalf of the Silver Springs General Improvement District Board, I am writing to offer my wholehearted support for the Utilities Department’s application for grant funding from the Nevada Water Conservation and Infrastructure Initiative.

As the Lyon County Board of County Commissioners, we are a five-member board elected from various geographic districts, each representing the citizens of Lyon County. Our primary focus is to ensure the welfare and prosperity of our community through responsible decision-making and effective governance. Members of the Board of County Commissioners also serve as the Silver Springs General Improvement District Board.

The aeration basin infrastructure at the Silver Spring General Improvement District Waste Water Facility is in poor condition. It necessitates urgent replacement to ensure compliance with essential regulatory requirements, safeguarding public health and environmental preservation. Maintaining a reliable and efficient wastewater treatment plan is of paramount importance.

Silver Springs General Improvement District Board firmly believes in this project’s significance and its positive impact on our community’s well-being. We unconditionally endorse the Utilities Department’s application for grant funding and express our utmost confidence in their ability to execute this vital undertaking efficiently.

Thank you for considering our letter of support. If you require more information or have any inquiries regarding this matter, please feel free to reach me via email at dhockaday@lyon-county.org.

Sincerely,

Dave Hockaday
Chair – Silver Springs General Improvement District Board.
August 3, 2023

Jason Cooper
Administrative Services Officer 3
Office of Financial Assistance – State Revolving Fund
Nevada Division of Environmental Protection
901 S. Stewart Street Suite 4001
Carson City, NV 89701

Regarding: Dayton Water: Smokey Hills Water Main Replacement – Letter of Support

Dear Mr. Cooper,

On behalf of the Lyon County Board of County Commissioners, I am writing to offer my wholehearted support for the Utilities Department's application for grant funding from the Nevada Water Conservation and Infrastructure Initiative.

As the Lyon County Board of County Commissioners, we are a five-member board elected from various geographic districts, each representing the citizens of Lyon County. Our primary focus is to ensure the welfare and prosperity of our community through responsible decision-making and effective governance.

The Lyon County Utilities Department is undertaking a crucial initiative to enhance the resilience and reliability of its water supply infrastructure in Dayton by incorporating generators into the wells and booster stations that currently lack an alternative power supply. The Utilities Department aims to safeguard continuous access to the residents and businesses during instances of power loss. This approach will significantly enhance the resilience of our water infrastructure, minimize potential service interruptions and uphold our commitment to providing a reliable water supply to our valued constituents.

The Lyon County Board of Commissioners firmly believes in this project's significance and its positive impact on our community’s well-being. We unconditionally endorse the Utilities Department's application for grant funding and express our utmost confidence in their ability to execute this vital undertaking efficiently.

Thank you for considering our letter of support. If you require more information or have any inquiries regarding this matter, please feel free to reach me via email at dhockaday@lyon-county.org.

Sincerely,

Dave Hockaday
Chair – Lyon County Board of County Commissioners,
August 3, 2023

Jason Cooper  
Administrative Services Officer 3  
Office of Financial Assistance – State Revolving Fund  
Nevada Division of Environmental Protection  
901 S. Stewart Street Suite 4001  
Carson City, NV 89701

Regarding: Dayton Sewer Gravity Line Replacement – Letter of Support

Dear Mr. Cooper,

On behalf of the Lyon County Board of County Commissioners, I am writing to offer my wholehearted support for the Utilities Department’s application for grant funding from the Nevada Water Conservation and Infrastructure Initiative.

As the Lyon County Board of County Commissioners, we are a five-member board elected from various geographic districts, each representing the citizens of Lyon County. Our primary focus is to ensure the welfare and prosperity of our community through responsible decision-making and effective governance.

The Utilities Department is embarking on a critical project to complete the last phase of sewer line replacement along Highway 50 at Dayton Valley Road. The existing infrastructure has surpassed its useful life and poses a risk of collapse. This project will mitigate the risk of structural failures and potential accidents, ensuring the safety of residents, motorists, and pedestrians. It will improve reliability and uninterrupted wastewater flow, reducing the likelihood of sewer backup and overflows. And it will ensure environmental protection by a properly functioning sewer line that will prevent leakage into the surrounding environment, safeguarding the ecological balance and preserving our precious natural resources.

The Lyon County Board of Commissioners firmly believes in this project’s significance and its positive impact on our community’s well-being. We unconditionally endorse the Utilities Department’s application for grant funding and express our utmost confidence in their ability to execute this vital undertaking efficiently.
Thank you for considering our letter of support. If you require more information or have any inquiries regarding this matter, please feel free to reach me via email at dhockaday@lyon-county.org.

Sincerely,

Dave Hockaday
Chair – Lyon County Board of County Commissioners.
August 3, 2023

Jason Cooper
Administrative Services Officer 3
Office of Financial Assistance – State Revolving Fund
Nevada Division of Environmental Protection
901 S. Stewart Street Suite 4001
Carson City, NV 89701

Regarding: Dayton Sewer: Rolling A WWTP Improvements – Letter of Support

Dear Mr. Cooper,

On behalf of the Lyon County Board of County Commissioners, I am writing to offer my wholehearted support for the Utilities Department’s application for grant funding from the Nevada Water Conservation and Infrastructure Initiative.

As the Lyon County Board of County Commissioners, we are a five-member board elected from various geographic districts, each representing the citizens of Lyon County. Our primary focus is to ensure the welfare and prosperity of our community through responsible decision-making and effective governance.

The Rolling A Wastewater Treatment Plant Improvement Project is a crucial expansion and rehabilitation endeavor aimed at enhancing the capabilities of the sewer treatment plant in Dayton. Maintaining efficient and effective treatment facilities is paramount to promoting public health, safeguarding the environment, and supporting sustainable development in our community. In addition to the expansion, the project includes the rehabilitation and modernization of existing infrastructure and equipment. This comprehensive approach will optimize the plant’s performance, extending its operational life and enhancing its efficiency and reliability.

The Lyon County Board of Commissioners firmly believes in this project’s significance and its positive impact on our community’s well-being. We unconditionally endorse the Utilities Department’s application for grant funding and express our utmost confidence in their ability to execute this vital undertaking efficiently.
Thank you for considering our letter of support. If you require more information or have any inquiries regarding this matter, please feel free to reach me via email at dhockaday@lyon-county.org.

Sincerely,

Dave Hockaday
Chair – Lyon County Board of County Commissioners.
August 3, 2023

Jason Cooper
Administrative Services Officer 3
Office of Financial Assistance – State Revolving Fund
Nevada Division of Environmental Protection
901 S. Stewart Street Suite 4001
Carson City, NV 89701

Regarding: Dayton Water: Smokey Hills Water Main Replacement – Letter of Support

Dear Mr. Cooper,

On behalf of the Lyon County Board of County Commissioners, I am writing to offer my wholehearted support for the Utilities Department's application for grant funding from the Nevada Water Conservation and Infrastructure Initiative.

As the Lyon County Board of County Commissioners, we are a five-member board elected from various geographic districts, each representing the citizens of Lyon County. Our primary focus is to ensure the welfare and prosperity of our community through responsible decision-making and effective governance.

The Lyon County Utilities Department seeks to replace the water main along Smokey Hills Drive in Dayton to ensure a safe and reliable water supply to the northeastern part of our community. This project is of utmost importance for enhancing the water service capabilities in the area, benefiting the residents and businesses alike. By securing the necessary funding for this project, we aim to reduce the financial burden on the Dayton Water Fund, which, in turn, will enable Lyon County to continue providing water services at an affordable rate to our valued constituents.

The Lyon County Board of Commissioners firmly believes in this project's significance and its positive impact on our community's well-being. We unconditionally endorse the Utilities Department's application for grant funding and express our utmost confidence in their ability to execute this vital undertaking efficiently.
Thank you for considering our letter of support. If you require more information or have any inquiries regarding this matter, please feel free to reach me via email at dhockaday@lyon-county.org.

Sincerely,

Dave Hockaday
Chair – Lyon County Board of County Commissioners.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023

Agenda Item Number: 13.c

Subject: For Possible Action: Approve the Outdoor Festival Application for Jason D. Seleski & Genevieve R. Seleski, dba Pig Fest, to be held on September 1st and 2nd, 2023, in Dayton NV, and subject to the permit conditions 1-16 in the staff report.

Recommendation:

Approve the Outdoor Festival Application for Jason D. Seleski & Genevieve R. Seleski, dba Pig Fest, to be held on September 1st and 2nd, 2023, in Dayton NV, and subject to the permit conditions 1-16 in the staff report.

Summary:

Late back up to be provided, will contain corrections to the Business License application.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Pig Fest Pkg
FESTIVAL SUBMISSION PACKAGE
FOR
LYON COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST: Outdoor Festival Application for Jason D Seleski & Genevieve R Seleski – DBA Pig Fest

MEETING DATE: August 03, 2023

APPLICANT/ORGANIZER: Jason D Seleski & Genevieve R Seleski

AREA LOCATION: Dayton

SITE ADDRESS: Northernmost 80 acres of Parcel 16-151-40

Request:

Jason D Seleski and Genevieve R Seleski, a (NT7 - sole proprietorship doing business in Nevada that is not required to file its organizational documents with the Office of the Secretary of State). Nevada Sole Proprietor,dba Pig Fest ("Applicant") has made an application for and is requesting approval of an Outdoor Non-Profit Country Music Festival which would take place over a 2 day period on lands leased by Lyon County, located in the County of Lyon within the un-incorporated city of Dayton. The event would take place beginning September 01, 2023, from 6:00PM to 11:00PM and September 02, 2023 from 12:00PM to 11:00PM.

The event will be held at the Dayton Valley Events Center Northern most 80 acres of (APN 014-151-40).
A. NARRATIVE OF THE EVENT

Non-Profit Country Music Festival
2 Day Event – 09/01/2023 – 09/02/2023
200-300 attendees per day, Approx.
18-20 Bands
1 Food Vendor
1 Alcohol Vendor

Clerk Notes:

Organizer is a Nevada Sole Proprietor making application for a Non-Profit Country Music Festival. The Event is proposed to be held on properties leased by Lyon County located in an unincorporated area of Lyon County city of Dayton. The enclosed Outdoor Festival Application details event management to include; Security, Advance Planning, On-site work and layout, Post event planning as well as public safety agreements for Fire Protection, Water Supply, Facilities, Food Supply, Sanitation Facilities, Medical Facilities, and Traffic Control. The event is planned to be a daily event for 2 days only, followed by 1 day access for applicant only on third day for clean up only.

In addition to the above Applicant will make contact with State of Nevada Department of Health and Human Services, Nevada Division of Public and Behavioral Health (DPBH) and either provide a waiver of Mass Gathering Permit or actual permit, whichever is required, and a General Liability Commercial Insurance Policy with an aggregate amount of $1,500,000.00 with a minimum amount of $1,500,000.00 per occurrence must be in place prior to Applicant’s occupancy of properties.

The Event Coordinator (EC) or designated responsible person shall be available on site at all times during the special event. The EC is responsible for sanitation support services and coordination of food operations. The EC is responsible for listing all vendors providing any type of food or alcohol and must provide to the health authority and Lyon County prior to the event.

The EC and all vendors must be properly licensed in the State of Nevada and Lyon County prior to the event.

The Event Coordinator must submit all contingencies and or county required information at least 7 days before the event. Incomplete applications will be refused.

B. FOOD AND CONCESSIONS

1 Food Vendors
Clerk Notes:
Any/All Food or concession vendors must be properly permitted and licensed by DPBH and disclosed to the DPBH by and thru the permit for Mass Gathering issued by the State of Nevada, if required.

C. LIQUOR LICENSE/VENDOR REQUIREMENTS

1 Alcohol Vender - Properly licensed with the County and State

Clerk notes:
It is the policy of Lyon County that all establishments where intoxicating liquors are sold at retail for consumption on the premises without the corporate limits of any incorporated city or town within the County shall be licensed and controlled so as to protect the public health, safety, morals, good order and general welfare of the inhabitants of the County.

The licenses required above shall be in addition to any other licenses required of any person or business by Lyon County, the State of Nevada or any other government entity.

D. WATER AND SANITATION FACILITIES

EC states the event will be provided with 40-60 cases of Water, along with random 5 gallon buckets of water for tobacco products.

EC states there will be 10 porta potties with hand washing stations provided by Sani-Hut.

E. TRASH REMOVAL AND CLEAN UP

Cleanup is to be done by EC and volunteers to leave the facility clean and ready for use.

Applicant Response to disposal service:

Local Transfer site

F. VEHICLE ACCESS, ONSITE TRAFFIC FLOW AND CONTROL, PARKING

EC to provide letter from NDOT and NHP as to permit requirements – if any

G. SECURITY
EC to make contact with Lyon County Sheriff’s Department and provide letter of intent to service.

H. FIRE & MEDICAL PROVIDERS

Fire: Central Lyon County Fire Protection District Permit – on file
Medical: First Aid Tent

I. CAMPING

None for attendees

J. BENEFIT

RECOMMENDED MOTION:

If the Board of County Commissioners determines that they will approve the request then, please consider a similar motion as follows:

I move that the Lyon County Board of Commissioners approve the Outdoor Festival Application for Jason and Genevieve Seleski, dba Pig Fest, to be held on September 01 and 02, 2023, in Dayton, NV subject to the permit conditions listed 1-16.

1. The applicant shall comply with all State, County, federal and special district rules and regulations as they apply to this Outdoor Festival Permit.
2. The applicant shall comply with all applicable fire, building, zoning code requirements.
3. The applicant must comply with Lyon County outdoor festival requirements, Lyon County Business License requirements, and ensure temporary vendors are properly licensed with the State of Nevada and DPBH.
4. The applicant must apply for and receive State of Nevada Large Gathering Permit or Waiver and ensure all vendors receive required DPBH food and liquor licensing.
5. The applicant must maintain a current liability insurance policy.
6. The applicant must receive approval of the rental and lease agreement for the use of the Dayton Valley Events Center and all fees must be paid prior to the issuance of the outdoor festival permit.
7. All outdoor lighting shall comply with the outdoor lighting performance standards of Chapter 15.357 of Lyon County Code.
8. The applicant is responsible for all trash collection and removal.
9. The applicant shall submit for a fire/life safety plan review to the Central Lyon Fire Protection District and receive approval prior to the issuance of the outdoor festival permit.
10. The applicant shall submit an Emergency plan to the Lyon County Sheriff's Office and the Lyon County Emergency Manager and receive prior to the issuance of the outdoor festival permit.
11. The applicant shall submit a security plan to the Lyon County Sheriff's Office and the Lyon County Emergency Manager and receive approval prior to the issuance of the outdoor festival permit.
12. Applicant shall provide an updated site plan showing any changes required by the Lyon County Sheriff's Office, the Lyon County Emergency Manager, and Central Lyon Fire Protection District.
13. Applicant shall provide a minimum of 40-60 cases of water per day of event as recommended by the National Academies of Sciences, Engineering, and Medicine. See Exhibit E.
14. Portable restrooms will be made available per Nevada Administrative Code (NAC) 444.825. Portable hand washing stations shall also be made available.
15. Applicant must submit payment of the required Business License fee of $100.00 per day of operation.
16. Should Lyon County have to issue a Declaration of Emergency and the public is found to be at risk, this Outdoor Festival permit is subject to termination.

IF MORE INFORMATION IS REQUIRED OR REQUESTED;

Alternative Motion for continuance:

I move to continue the Public Hearing to (State: a specific time) to allow applicant to provide additional information necessary for the analysis of the request or provide additional information requested by the board.

FYI:
Regulations regarding temporary mass gatherings may be located at http://www.leg.state.nv.us/nac/nac-444.html AND URL https://dpbh.nv.gov/Reg/TempE/dta/Forms/Temporary_Food_Establishments_at_Special_Events_-_Forms/
Enclosures:

Exhibit A: Lyon County Outdoor Festival and Application
Exhibit B: Lyon County Lease Agreement Dayton Valley Events Center
Exhibit C: SOS NV Business License Certificate
Exhibit D: Central Lyon Fire Protection District Event Permit
Exhibit E: Water Intake and storage calculations

Late Back up:
Insurance Binder
Lyon County Business Lic
Waiver from DPBH for large gathering permit
Approval of Lyon county Sheriff's Office
Access information from NHP, NDOT
Emergency Management review and approval
Please see attachments.
To whom it may concern,
We (Genevieve & Jason Seleski) will be hosting our annual two-day outdoor music "PIG FEST". At the Dayton Rodeo Arena 500 Schaad Lane Dayton NV, 89403 on September 1st and 2nd 2023. We expect 200 to 300 people throughout the whole weekend to attend. On September 1st we will be at the arena @ 10am to set up. On September 3rd we will be removing everything from the arena and making sure everything is all cleaned up.

We will have parking attendants that will be directing where we want all drivers to park and at the end of the event our staff will guide them out so it's not a big blast of cars leaving.

Only band members will be camping. No attendees will be camping that will be strictly enforced.

Our plan if something pops up is that the nearest security member clears the crowd, 911 is called and space is given. If not too serious we get that person to the fire lane approved by the fire department.

Water will be available at our first aid tent that will have bandages and pads, aspirin and that kind of stuff for mild ailments. We plan on about 40-60 cases of water. We also have some water dispensers we will be using.

We have a towable trailer that we bring along with trash cans throughout the arena as the cans fill. I have a team that empties them into the trailer. At the end of the weekend myself and my team go around and make sure the grounds are clean. We also will have 5-gal buckets of water placed around the arena for cigarette buts. You may ask Judge. Last year we kept it very clean.

We have 10 porta potties ordered from sani-hut and a hand wash station which will be placed where we have on our map.

I have purchased a policy in the venue's name and it covers the whole weekend.

I will have my security team or retired cop and have the deputies run frequent walk through. Also our plan is to have a guy at the front gate by the ticket stand, a guy by the stage, a guy behind the crowd and another one walking around the arena. With the deputies doing their walkthroughs we will feel safe.

We have one generator that we will be bringing to provide power to the event. As the fire marshal has requested we will also have 2 fire extinguishers placed by the generator in case an emergency happens.

We will be having "Steak It Up" food truck at our event to provide food. The "Tap House" will be setting up a tent for all alcohol purchases.

Thank you,
Genevieve & Jason Seleski
525 Yellow Jacket Rd. Dayton NV, 89403
Genevieve (775) 443-5456 huntinmom78@yahoo.com
Jason (775) 230-2400 jasonseleski1974@yahoo.com
To whom it may concern,

We (Genevieve & Jason Seleski) will be hosting our annual two day outdoor music."PIG FEST". At the Dayton Rodeo Arena 500 Schaad Ln. Dayton Nv, 89403 on September 1, and 2nd 2023. We expect 200 to 300 people throughout the whole weekend to attend. On September 1st we will be at the arena @ 10am to set up. On September 3rd we will be removing everything from the arena and making sure everything is all cleaned up.

This is a 21 and over drinking event. Meaning it's an all ages event but in order to purchase alcohol you must have a wristband which is given after proper ID is shown. Our security along with local authorities regulate that there is no minor consumption.

We will have parking attendants that will be directing where we want all drivers to park and at the end of the event our staff will guide them out so it's not a big blast of cars leaving.

There will be 20 Bands performing over the two day span of September 1st & September 2nd. Only band members will be camping. There will be a max of six campers at the event and 25 members of musicians staying the night. At the event members of some of the bands and volunteers that help with the gate and security. All bands are local so they go home after they perform. No attendees will be camping that will be strictly enforced.

Our plan if something pops up is that the nearest security member clears the crowd, 911 is called and space is given. If not too serious we get that person to the fire lane approved by the fire department.

Water will be available at our first aid tent that will have bandages and pads, asperian that kind of stuff for mild ailments. We plan on about 40-60 cases of water. We also have some water dispensers we will be using.

We have a towable trailer that we bring along with trash cans throughout the arena as the cans fill. I have a team that empties them into the trailer. At the end of the weekend Myself and my team go around and make sure the grounds are clean.
All of the trash will be taken by Jason Seleski to the Dayton transfer station. This will be paid for by Jason Seleski (Manager). We also will have 5 gal buckets of water placed around the arena for cigarette buts. You may ask Judge. Last year we kept it very clean.

We have 10 porta potties ordered from sani-hut and a hand wash station which will be placed where we have on our map.

I have purchased a policy in the venue's name and it covers the whole weekend.

I will have my security team or retired cop and have the deputies run frequent walks through. Also our plan is to have a guy at the front gate by the ticket stand, a guy by the stage, a guy behind the crowd and another one walking around the arena. With the deputies doing their walkthroughs we will feel safe.

We have one generator that we will be bringing to provide power to the event. As the fire marshal has requested we will also have 2 fire extinguishers placed by the generator in case an emergency happens.

We will be having a “Steak It Up” food truck at our event to provide food. The “Tap House” will be setting up a tent for all alcohol purchases. Campers that are allowed in the fair grounds are permitted to bring their own BEER, BUT it must stay in their campers. All alcohol consumption will remain in the show area and not on the outer parcel.

The proceeds from this event are used to pay for all of the expenses paid out to make this event happen. Any extra money will go to preparing for the next year. Our goal is to make enough money to donate to local Charities and youth activities.

Thank you,
Genevieve & Jason Seleski
525 Yellow Jacket Rd. Dayton NV, 89403
Genevieve (775) 443-5456 huntnmom78@yahoo.com
Jason (775) 230-2400 jasonseleski1974@yahoo.com
Lyon County Lease Agreement

Dayton Valley Events Center

This agreement made and entered into this 13 day of April, between the County of Lyon, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and

Genevieve & Jason Saliski

535 Yellowjacket Rd.

Geneva, NV 89403

(775) 443-6456 or 230-2400

Hereinafter referred to as "LESSEE", for the use of the Dayton Valley Events Center for the time and purpose stated herein.

WITNESSETH:

WHEREAS, the COUNTY grants to LESSEE, permission to use the herein named portions of the Dayton Valley Events Center for the period and purpose as set forth below.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

1. That the description of the property leased is as per attached Exhibit "A" and hereinafter referred to as "FACILITY".

2. That the purpose for which COUNTY is leasing to LESSEE is for out door music event

3. That LESSEE may use the FACILITY for its event from Sept 1, 2023 through Sept 2, 2023
4. That the leased portions of the Dayton Valley Events Center will be available for setup at the hour of 10am on the 11th day of September. Take down and clean up must be completed by the hour of 6pm on the 3rd day of September to avoid additional charges for clean up.

5. That LESSEE agrees to pay to COUNTY the sum of $400 representing the rent amount. This amount is due three weeks before scheduled event. Full refund of the rent amount will be made if cancellation is requested at least one (1) week prior to the event. For events cancelled less than one week prior to the event, 10% of the rent amount will be retained by the County with the balance refunded to the LESSEE.

The above fee shall be paid according to the following schedule:

A. That the “hold the date” deposit sum of $50.00 is due and payable upon COUNTY ratification of this agreement. This amount is nonrefundable if the event is cancelled less than 60 days before the scheduled event. ***(Fee must be paid when event is booked)

B. A refundable Five Hundred dollar $(500.00) Cleaning /Damage Deposit will be due and payable at time of ratification of this agreement. Deposit will be refunded as long as the facility is left clean and undamaged.

C. Rental fees are due three weeks before the scheduled event.

D. That the final settlement shall occur within twenty-four hours after scheduled clean up is to occur. Final settlement will include the unpaid balance and any additional charges that may accrue under this agreement. Final settlement will occur between LESSEE and the designated representative of Lyon County.

E. That LESSEE agrees to pay COUNTY for any actual cost incurred by COUNTY including, but not limited to, equipment, personnel costs, cleaning fees and repair costs which are incurred due to the use by LESSEE of the aforementioned property.

F. That the sum of $35.00 will be assessed for all returned checks. A returned check must be replaced immediately with either cash or money order.

G. That the sum of $35.00 will be assessed for any lost keys that were delivered to LESSEE.

H. That the sum of $10.00 per day may be assessed for late payments.

I. See attachments.

6. That insurance shall be required for this event. LESSEE agrees to provide a public liability insurance policy in which both LYON COUNTY and LESSEE are named as co-insured prior to the ________ day of __________. This policy shall contain minimum policy limits of ______1.5 million_________ for injuries, including death, sustained by one person; and ______1.5 million_________ for property damage.

7. The LESSEE agrees to take out all licenses and permits for use of the leased space as required by federal, state or local laws or ordinances and provide evidence of such to Lyon County.
8. That LESSEE and his agents or employees will comply with all laws, ordinances and regulations established by federal, state or local government agencies or bodies, and by all facility rules and regulations as provided by Lyon County, including LYON COUNTY BUILDING USE POLICY.

9. That LESSEE will indemnify and hold harmless COUNTY for any loss or damage to LESSEE’s property or property of any third party on the property during the time covered by this agreement.

10. The LESSEE agrees to indemnify, defend and hold harmless COUNTY, its commissions, boards, offices, employees, and volunteers from all costs, expenses and damages for liability arising out of the use of the leased facility or the use by persons invited to use the facility by the LESSEE.

11. That COUNTY reserves the right to eject or cause to be ejected from the premises an objectionable person or persons; and neither COUNTY nor any of its officers, agents or employees shall be liable to LESSEE for any damages that may be sustained by LESSEE through the exercise by COUNTY of this right.

12. That LESSEE will be responsible for the provision of adequate security for the safety of its invitees and their property. LESSEE shall also be responsible to protect other LESSEE’s and FACILITY users from the actions of its invitees and to keep its invitees within the area designated under this agreement. Uniformed security will be provided by

****In addition to necessary non-sworn uniformed security, lessee will be responsible to provide uniformed Sheriff’s Deputies at all events at which alcoholic beverages are served. Sheriff’s Deputies will be required during the event and for a minimum of one hour following the event. A minimum of two Sheriff’s Deputies will be required for each event, up to a maximum of three hundred (300) expected guests. The number of required Sheriff’s Deputies may be increased by the Lyon County Sheriff or his designee. The lessee is responsible for making arrangements for Sheriff’s Deputies, through the Lyon County Sheriff or his designee. The lessee will contact the Lyon County Sheriff’s Office (246-6200) for the employment of Sheriff’s Deputies; will make payment to the Lyon County Sheriff’s Office, in advance of the signing of this agreement; and will provide confirmation of aforementioned personnel to Lyon County prior to the signing of this agreement. Cost of employing Sheriff’s Deputies will be based on an average of current wages, at an overtime rate, plus minimal costs associated with the use of Sheriff’s Office vehicles, dispatch services, and other related expenses. Or hire a security firm.

13. That LESSEE shall designate an agent located within the COUNTY to receive all notices or legal papers. That agent’s name address and telephone number is 

Jason & Gabrielle Slepkis: 585 Yellowjacket Rd. Dayton, NV 89403 
(775) 283-2400 or (775) 443-5486

14. That this agreement shall consist of this document and attachments.
15. That the rights under this agreement may not be assigned nor the duties delegated thereunder by LESSEE or COUNTY without written consent by the other party.

16. All paperwork needs to be turned in, and fees must be paid at least two weeks before event.

Important Notes:

** No hot shots or electric prods allowed.
** If livestock come in the night before they must be watered and fed.
** Must arrange to have the brand inspector there before your event starts.
** No Horse Tripping—It is unlawful for any person to intentionally trip or fell any equine animal by the legs or by any means whatsoever for the purpose of entertainment or sport.
** It is unlawful for any owner, operator or agent of any rodeo or event of any type to use any live animal as or for a target or in any cruel or unusual manner.

I agree to abide by all of the above conditions

[Signature]  April 13, 2023

Approved and accepted by Lyon County Facilities through its duly authorized representative, this 13th day of April 2023.

Lyon County Facilities - Buildings and Grounds

ATTEST:

[Signature]  Lyon County Bldgs. & Grounds

[Signature]  Lessee
DVEC
Fee Chart

A. Fees are as follows

- Arena: $200.00 for up to 6 hours
  - $60.00 each additional hour
- Grounds only (fees charged): $200.00 a day
- (Non-profits): $100.00 a day

**Arena water sprayed work day before events

Non-refundable Deposit to hold event date $50.00 4/13/23
(Deposit is refundable only if event is cancelled more than 60 days before event)

Cleaning / Damage Deposit: $500.00 2/23
(Refundable)

Key deposit for restrooms / Concession ea. $35.00 1/2
(Refundable when key returned)

****$1,000,000 ($1,500,000 if selling alcohol) insurance policy for property and personal liability naming Lyon County as additional insured. Due three weeks before event.

**For large events applicant will need to bring in portable toilets, our restrooms can't handle a lot of use
NEVADA STATE BUSINESS LICENSE

Jason D Seleski & Genevieve R Seleski

Nevada Business Identification # NV20222525767
Expiration Date: 07/31/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

Certificate Number: B202207222866010
You may verify this certificate online at [http://www.nvsos.gov](http://www.nvsos.gov)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 07/22/2022.

[Signature]

BARBARA K. CEGAVSKE
Secretary of State
Central Lyon County Fire Protection District
246 Dayton Valley Rd Suite 106 Dayton, NV 89403
775 246 6209
Fire Prevention Division
Event Permit

Fee: $25.00 per event

This permit is issued in accordance with the provision of the International Fire Code and Lyon County Ordinance

Business Name Pig Fest Event Dates Sep 1 and 2 2023
Responsible Party Genevieve or Jason Seleski Event Times 6pm-11pm Fri, 12pm-10pm Sat
Physical Address 525 Yellowjacket Rd. Dayton, NV 89403
Mailing Address same as above
Physical Address of Event 500 Schaad Lane Dayton, NV 89403
Description of Event Two day music event with camping

PERMITTEE, UPON ACCEPTANCE OF THIS PERMIT, AGREES TO THE FOLLOWING CONDITIONS:

1. Electrical wiring, electrical panels, junction boxes, and connections shall be in good repair and free of exposed hazards, extension cords, and shall be weatherproofed. Light receptacles shall have a bulb or tube installed. Power taps shall be plugged directly into receptacle/generator.
2. Electrical cables, on the ground, shall be covered to prevent a trip hazard.
3. Fire extinguishers shall have tags showing servicing within one year of permit issue date and be available for use at a distance of no more than 75'.
4. Amusement buildings shall have an operational smoke detector.
5. A minimum 20' wide fire access road, constructed of all-weather material, shall be maintained allowing for complete pass-through of apparatus, or has a minimum 100' diameter turn around, and allows fire apparatus to be within 150' of any portion of any amusement ride, building or stage.
6. Fire suppression hoods in cooking trailers shall have current service tags and have proper, currently serviced extinguishers. Class K extinguishers shall be provided for all cooking appliances.
7. The owner(s) or operator(s) of a carnival, tent, amusement ride, circus, device, or concession shall provide proof of insurance, in the form of a certificate of insurance, prior to the start of operations, with carriers satisfactory to the jurisdiction with minimum limits of one million dollars ($1,000,000.00) per occurrence for bodily injury liability, and one million dollars ($1,000,000.00) each occurrence for property damage liability. Forms of coverage will include, but are not limited to: premises and operations, products-completed operations, acts of independent contractors, and hired and non-owned automobiles.
8. All mobile food trucks, carts or stands shall be required to have a separate inspection and operational permit issued by Central Lyon Fire District, prior to the event, please call 775 246 6209 to schedule.

Event permit
7/7/2021
8. Waste materials, empty cardboard boxes, etc., shall be deposited in non-combustible containers and removed from the building. Promoters shall ensure exhibit booths are cleaned of trash as required and stored in a trash receptacle outside the building.

10. Exits and Aisles;
   - shall be a minimum of 44" in width.
   - shall be kept clean, clear, and free from obstructions. Easels, signs, displays, etc., shall not encroach into aisles and exits from booths or display areas. Facility exits, stairs, corridors, etc., shall not be used in any way that may obstruct its use in an emergency.

11. No charcoal grills, campfires or bonfires are permitted.

12. Smoking shall not be permitted, except in designated areas cleared of combustible vegetation to Mineral soil.

13. Combustible vegetation shall be cleared to mineral soil in stage areas and where any portable electric generators are used. Fuel for portable generators shall be stored in areas away from all combustible materials.

14. An inspection of the site and premises shall be required prior to the event.

Per Nevada Administrative Code NAC 477, any person who violates the terms or conditions of this Permit shall be guilty of a misdemeanor and may be cited as such. The expense of responses to and suppression of any emergency incident that is the result of a violation of this Permit may be charged to the Responsible Party whose violation caused the response of equipment and personnel.

Any permit issued under the International Fire Code may be suspended or revoked when it is determined by the Fire Chief or designated representative that any of the conditions or limitations set forth within the permit have been violated.

Permittee Signature

Central Lyon Fire representative

A field inspection is required prior to the event commencement, as close to the start of event as possible. Please call to schedule 72 hours in advance (775) 246 6209.

Inspection Date and Time

Inspected by

THIS PERMIT IS VALID FOR THE ABOVE DATES ONLY

Event permit
7/7/2021
Central Lyon Fire
Protection District
216 Dayton Valley Road
Suite 106
Dayton, NV 89403

Date
5/16/2023

Customer #
BURN PERMIT

Received From:
BURN PERMITS

Payment Type
Cash

Receipt #
6550

A/R Reference
5162023

Item
Event Permit

Amount Received
25.00

Thank you for your patronage.
So how much fluid does the average, healthy adult living in a temperate climate need? The U.S. National Academies of Sciences, Engineering, and Medicine determined that an adequate daily fluid intake is: About 15.5 cups (3.7 liters) of fluids a day for men. About 11.5 cups (2.7 liters) of fluids a day for women.

Average= 13.5 cups per 24 hours / ½ day = 6.75 cups per person per day = 54 oz

4.5 12 oz bottle of water per person 200-300, average 250 people = 1125 oz bottle recommended 46 Cases
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 13.d

Subject: For Possible Action: Review and adopt a resolution requesting the Nevada Department of Transportation reduce the speed limit from 60 to 45 miles per hour on Highway 50 in Dayton from Fortune Drive to La Fond Avenue. (Requested by Comm. Hendrix)

Recommendation:

Summary:
Commissioner Hendrix requested this resolution be placed on the agenda to call on the Nevada Department of Transportation (NDOT) to lower the speed limit on Highway 50 in Dayton from 60 miles per hour to 45 miles per hour from Fortune Drive to La Fond Avenue. At their June 7th meeting, the Dayton Regional Advisory Board voted 3-1 to forward a recommendation to the Board of County Commissioners to request the speed limit be reduced.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
RESOLUTION NO. 23-

A RESOLUTION REQUESTING THE NEVADA DEPARTMENT OF TRANSPORTATION REDUCE THE SPEED LIMIT ALONG HIGHWAY 50 THROUGH DAYTON, NEVADA

WHEREAS, according to the Nevada Department of Transportation’s (NDOT's) Speed Management Action Plan, in areas with a mix of uses set within small blocks with a well-connected roadway network, extending for long distances, with the roadway network usually connecting to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway, the maximum recommended speed is 45 miles per hour;

WHEREAS, the intersection of Fort Churchill Road and Highway 50 in Dayton has a current level of service rating of “F”, indicating an over capacity condition;

WHEREAS, NDOT recently set a precedent by reducing the speed limit on Interstate 80 from 70 miles per hour to 65 miles per hour due to “increasing traffic volumes and speeds that can create traffic safety concerns” and the fact that “traffic crashes at higher speeds can be more severe”, according to NDOT’s press release regarding the lowered speed limit; and

WHEREAS, NDOT’s current plans for roadway improvements through this section of the Highway 50 corridor in Dayton include reducing the speed limit from 60 miles per hour to 45 miles per hour; now, therefore, be it

RESOLVED that the Lyon County Board of Commissioners respectfully request that NDOT immediately reduce the current 60 miles per hour speed limit to 45 miles per hour in both directions from La Fond Avenue to Fortune Drive along Highway 50 in Dayton, Nevada.

Adopted this _____ day of ____________, 2023

Ayes: ____________________________________________________________
Nays:____________________________________________________________
Abstentions: _______________________________________________________
Absent: ___________________________________________________________

Board of Commissioners of Lyon County

_________________________________
By:  Chairman
Meeting Date: 06/07/2023

Advisory Board: Dayton Regional Citizens Advisory Board

Item or Topic of Concern:

8. For Possible Action: To forward a recommendation to the BOCC to reach out to the Governor, and/or NDOT to have the speed limit lowered to 45 miles per hour in both directions on HWY 50 between LaFond Ave and Fortune Drive.

Has the board agendized this item and taken action? Yes ☑ No □

Recommendations and/or suggested alternatives:

DRCAB moved to forward a recommendation to the BOCC to reach out to the Governor, and/or NDOT to have the speed limit lowered to 45 miles per hour in both directions on HWY 50 between LaFond Ave and Fortune Drive. Vote was 3-1; Mr. Lee, Mr. Gonzales, Mrs. Lee all for; Mrs.Brown against.

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:

Board discussed that impacts at lower speeds will reduce severity of injuries. It was mentioned that this would help the situation on US50 until the time that NDOT provides a permanent solution.

Submitted By: Christopher Gonzales Date: 06/19/2023
Meeting Date: 06/07/2023

Advisory Board: Dayton Regional Citizens Advisory Board

Item or Topic of Concern:

8. For Possible Action: To forward a recommendation to the BOCC to reach out to the Governor, and/or NDOT to have the speed limit lowered to 45 miles per hour in both directions on HWY 50 between LaFond Ave and Fortune Drive.

Has the board agendized this item and taken action? Yes ☑ No ☐

Recommendations and/or suggested alternatives:

PUBLIC COMMENT:
Ralph Ewing: Stated that social media show comments about drivers on US50 on a daily basis. The town halls with NDOT personnel demonstrated that the bureaucracy was impeding a solution and there was difficulty in funding for permanent solutions. He stated that NDOT stated at the town hall that if nothing was done that there would be an accident everyday on US50.

Chester Sikora: Stated that school children can not cross US50 and that tractor trailers do not have efficient time to stop at the posted speeds.

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:

PUBLIC COMMENT CONTINUED:
Russell Harig: Stated that US 50 is for commerce and that the community should be reaching out to the trucking companies to ask them to obey posted speeds.

Camille Vacciarelle: Stated that Moundhouse use to be 55 mph before a teacher died and then NDOT reduced the speeds.

Submitted By: Christopher Gonzales Date: 06/19/2023
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 13.c

Subject: 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 23-15.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Resolution Terminating Declaration of Emergency
RESOLUTION NO.

A Resolution of the Lyon County Board of Commissioners terminating a Declaration of Emergency that was declared in Resolution 23-15

WHEREAS, on May 18th, 2023 the Lyon County Board of Commissioners Declared a State of Emergency in response to the flooding that occurred due to the spring runoff.

WHEREAS, Lyon County was being threatened at the time of the Declaration by flooding that had the potential to destroy significant amounts of property and threaten the lives of Lyon County residents; and

WHEREAS, the Board of County Commissioners has determined that the purposes for the Declaration of Emergency no longer exist and that the Declaration of Emergency should be revoked and terminated; now, therefore, be it

RESOLVED that the Lyon County Board of Commissioners is hereby terminating the Declaration of Emergency that was declared in Resolution 23-15, with the termination date of July 13th, 2023.

PASSED, ADOPTED and APPROVED this 3rd day of August, 2023 by the following vote of the Lyon County Board of Commissioners.

AYES: ____________________________________________

NAYES: __________________________________________

ABSENT: _________________________________________

ABSTENTIONS: ___________________________________

Lyon County Board of Commissioners

________________________________________
Dave Hockaday, Chairman

ATTEST: _______________________________________
Staci Lindberg, Lyon County Clerk

RESOLUTION TERMINATING DECLARATION OF EMERGENCY
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 13.f

Subject: For Possible Action: 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. (Requested by Comm. Henderson)

Recommendation:

Summary:

Financial Department Comments:
Since this was not budgeted, it would need to be funded from a budget transfer from the General Fund contingency.

District Attorney Comments:

County Manager Comments:

Attachments:
Center for Public Lands Counties Letter Page of Content Invoice
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
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
**THANK YOU FOR YOUR SUPPORT!**

**NEVADA ASSOCIATION OF COUNTIES**

304 S. Minnesota St.
Carson City, NV 89703

Lyon County
ATTN: Andrew Haskin
27 S. Main St.
Yerington, NV 89447

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Public Lands Center Assessment</td>
<td>41,205.49</td>
</tr>
</tbody>
</table>

**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: August 3, 2023
Agenda Item Number: 13.g


Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
- 1-5 County Commission Meetings (redline edits)
A. INTRODUCTION

The County Commission’s collective policy and law-making powers are put into action at the commission meetings. It is here that the Commission conducts its business. The opportunity for citizens to be heard, the availability of local officials to the citizenry, and the openness of commission meetings all lend themselves to the essential democratic nature of local government.

B. MEETING SCHEDULE

Regular meetings are held the first and third Thursday of each month at the Lyon County Administrative Complex, 27 South Main Street, Yerington, NV, unless otherwise noticed at an alternate location within Lyon County. Should these days happen to be designated as a legal holiday, the Commission meeting will be held the next succeeding day that is not a legal holiday.

C. PUBLIC NOTICE OF MEETINGS AND HEARINGS

Pursuant to NRS 241, Counties are charged with establishing a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming commission meeting.

The procedure followed by Lyon County is as follows:

1. Content of Notices

Notice of a County Commission meeting will be completed in accordance with NRS 241.020 and must include:

- The time, place and location of the meeting
- Where the agenda has been posted
- A name and contact information listed
- A clear and complete statement of the topics scheduled to be considered during the meeting
- A list describing the items on which action may be taken and clearly denoting that action may be taken on those items.
- Two periods devoted to comments by the general public, if any, and discussion
of those comments. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda item upon which action will be taken.

- If any portion of the meeting will be closed to consider the character, alleged misconduct or professional competence of a person, the name of the person whose character, alleged misconduct or professional competence will be considered.
- If, during any portion of the meeting, the public body will consider whether to take administrative action against the person, the name of the person against whom administrative action may be taken.
- Members of the public body and employees will make reasonable efforts to assist and accommodate physically handicapped persons desiring to attend a meeting. The notice will include the name and telephone number of a person who may be contacted so arrangements can be made in advance.
- If agenda items may be taken out of order, it will so state in the agenda.
- If reasonable time limits or other rules apply to any period devoted to public comment, such rules will be clearly stated on the agenda.

2. **Posting of the Notice**

- The notice of meeting must be posted at the principal office of the public body, and on the Lyon County and official website of the State pursuant to NRS 232.2175 no later than 9 a.m. of the third working day before the meeting is to be held. If the meeting is held using a remote technology system pursuant to NRS 241.023 and has no physical location, the public body must also post the notice to the County and State website.

The notices are posted at:

- Lyon County Administrative Complex, Yerington, NV
- Lyon County Website: [https://www.lyon-county.org/Agendacenter](https://www.lyon-county.org/Agendacenter)
- Nevada Public Notice: [https://notice.nv.gov/Notice](https://notice.nv.gov/Notice)

3. **Providing copies of the agenda and supporting material upon request.**

Lyon County will provide, at no charge, at least one copy of:

- The agenda for a County Commission meeting
- A proposed ordinance or regulation which will be discussed at the County Commission meeting.
- Any other supporting material provided to the members of the Commission except materials;
  - Submitted to the Board of Commissioners pursuant to nondisclosure or confidentiality agreement which relates to proprietary information.
  - Pertaining to a closed session
  - Declared confidential by law

- A copy of the materials required to be provided upon request must be
If the supporting material is provided to the members of the County Commission before the meeting, made available to the requester at the time the material is provided to the County Commission.

If the supporting material is provided to the members of the public body at the meeting, made available to the requester.

- **Duties of the County Manager’s Office**

  The County Manager’s office is directed to publish notices and post agendas as required.

4. **Meetings Outside of the County Seat**

   In the event that the Board wants to conduct a meeting more than 10 miles away from the County seat the provisions of NRS 244.085 will be adhered to.

**D. SPECIAL MEETINGS**

Special meetings may be called by the Chair or Vice Chair. Notice of a special meeting will be made by the County Manager’s Office as specified in 1.5 C.

**E. EMERGENCY MEETINGS**

1. Emergency meetings may be called when an unforeseen circumstance requires immediate action and includes but is not limited to disasters or any impairment of the health and safety of the public.

2. In an emergency

   a. A meeting may be scheduled with less than a 3 working day notice if the meeting is limited only to the matter which qualifies as an emergency.
   
   b. The County Managers Office will post an agenda for the emergency as soon as effectively possible
   
   c. The minutes of the emergency meeting will reflect the reason for the meeting and why it qualifies as an emergency.

**F. WORKSHOPS**

The County Commission may meet informally in a Workshop. The Workshop is the forum used by Commission to review forthcoming programs of the County, to receive progress reports on current issues, or to receive similar information from the County Manager and others.

Further, the purpose of Workshops is to allow Commission members to do concentrated preliminary work with administration on single subjects of time consuming, complex matters (i.e., budget, complex legislation or reports, etc.). One of the goals of Workshops is to allow a less formal atmosphere within which Commission members may ask questions of staff and each other, as opposed to taking time at Regular meetings, thus shortening the time spent at Regular meetings. Workshops shall be in a
less formal setting, but shall not discourage public participation.

All discussions and conclusions held during a Workshop are of an informal nature. No final action is taken while in a Workshop. Notice of Workshops will be handled in the same manner as outlined in 1-5 C

G. VIRTUAL MEETINGS
Pursuant to NRS 241, requirements for holding meeting by teleconference or videoconference.

The procedure followed by Lyon County is as follows:

1. A public body may conduct a meeting by means of teleconference or videoconference if:
   - A quorum is actually or collectively present, whether in person or by means of electronic communication; and
   - There is a physical location designated for the meeting where members of the public are permitted to attend and participate.

2. If any member of a public body attends a meeting by means of teleconference or videoconference, the chair of the public body, or his or her designee, must make reasonable efforts to ensure that:
   - Members of the public body and members of the public present at the physical location of the meeting can hear or observe each member attending by teleconference or videoconference; and
   - Each member of the public body in attendance can participate in the meeting. (Added to NRS by 2019, 3618)

3. If a public body holds a meeting using a remote technology system pursuant to NRS 241.023 and has no physical location for the meeting, the public body must:
   - Have an Internet website; and
   - Post to its Internet website:
     - The public notice required by this section; and
     - Supporting material not later than the time the material is provided to the members of the governing body or, if the supporting material is provided to the members of the governing body at a meeting, not later than 24 hours after the conclusion of the meeting.
H. PLACING ITEMS ON THE AGENDA

1. Agenda Planning Committee

All matters to be presented to the County Commission at its regular meetings are reviewed by the Agenda Planning Committee. The Executive Leadership Team and Board Chairman comprise the Agenda Planning Committee. The County Manager and Board Chairman will review the agenda prior to the regular meeting. The Board Chair or County Manager will determine if an agenda item should be placed on the agenda after the date for agenda report submittal has expired.

All agenda report submittals are due in entirety 10 days in advance of the date of the meeting requested. The agenda language along with the report are required for staff for internal review and to meet the posting requirements.

Agenda submittal and the District Attorney’s approval of documents are not the same. If the District Attorney approval is needed, then the document needs to be submitted to their office separately, and in advance of the agenda deadlines, as more time for the legal review and comments is required. The District Attorney does a cursory review as part of the agenda process, but it’s not a legal review.

This is also a condition for other staff within Lyon County to be given 30 days to review and formulate a report for public review and inspection by the Board of County Commissioners.

2. County Commission and Elected/Appointed Department Heads

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. If the item does not require significant review or report, the County Manager may move up the agenda placement date. The item shall be presented to the Agenda Planning Committee review of the item.

3. Advisory Bodies and Civic Organizations

Advisory bodies of the County Commission and other civic agencies may submit items for Commission by submitting a 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.

4. Members of the Public

A member of the public may request an item be placed on a future agenda while addressing the County Commission during a regular meeting and/or by submitting the request in writing to the County Commission, through the County Manager’s office. In order to allow sufficient time for Commission to review, and staff to
research the matter, the request should be submitted at least 30 working days prior to the meeting for which the item is requested to be placed on the agenda. Once the issue has been placed on the agenda, the County Manager’s Office will notify the requester so that he or she may plan to attend the meeting.

I. DEVELOPMENT OF THE AGENDA

Staff is required to submit an agenda summary and backup for each topic of discussion on the County Commission agenda. The deadline for submitting these forms to the County Manager’s Office is 4:00 PM, 10 days prior to the date of the meeting for which the item is scheduled. The report must include supporting documentation, including any information requested by Commission at the previous Commission meeting. The District Attorney’s Office, County Manager and the Comptroller will review and ensure that the item meets all legal (D.A.), financial (Comptroller), and all other requirements (County Manager).

The draft agenda will be distributed, electronically, to the Chairman of the Board and leadership team 1 day before the agenda review meeting. The Board Chair, County Manager and Leadership Team will comprise the Agenda Review Team and will meet 8 days before the Board Meeting to discuss and ensure that all items are ready for Board action. The County Manager’s Office will post the final agenda and backup material, and send a hard copy at the Commissioner’s request to the Board. The County Manager’s Office will ensure that the Agenda is posted as required by NRS within 3 working days before the date of the Board meeting.

J. AUDIO RECORDING OF MEETINGS

The County Clerk, or designee, shall make and keep audio recordings of all meetings of the Lyon County Commission. Recordings and related records of all County Commission meetings, except as referenced above, shall be retained by the County Clerk.

K. ORDER OF BUSINESS

The County Commission, by adoption of this manual, establishes the general order of meetings. This section summarizes each meeting component. The Commission may, at any time by simple majority of those present, vote to consider items in a different order.

1. Call to Order

The Chair, or in the Chair’s absence the Vice-Chair, presides over all meetings of the County commission, and after determining that a quorum is present, calls the meeting to order. In the absence of the Chair and Vice-Chair, the Senior Commissioner shall call the Commission to order.

The Chair will then announce:

“This is a tentative schedule for the meeting. The Board of Commissioners reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration by the Board of Commissioners and
items may be pulled or removed from the agenda at anytime. 
Any 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.”

2. Roll Call

The County Clerk takes roll and announces the presence or absence of individual 
Commission Members. Following the roll call, those in attendance are asked to 
join the Commission in reciting the Pledge of Allegiance.

3. Public Participation

The Chair will request public participation by reading the following statement:

“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 of Commissioners will conduct public comment after discussion 
of each agenda action item, but before the Board of Commissioners takes any 
action.”

Public Participation will be conducted at the beginning and end of the meeting and 
the Board will take public participation on each action item.

4. Review and Adoption of the Agenda

This is the time when Commission Members or the County Manager may withdraw 
or move items on the agenda. A simple majority of those present may vote to 
approve the agenda.

5. Presentation of Awards and/or Recognition of Accomplishments

This is the time when the County Manager, Commission Members or members of 
the Leadership Team may present awards or recognize staff, community 
organizations, etc.

6. Commissioner and County Manager Comments

During this portion of the agenda, Commission Members will share current activities 
on regional, state, and federal committees, boards, or commissions on which they 
serve. The County Manager will update the Board on projects and current events.

7. Elected Officials Report

During this portion of the agenda the elected officials (Assessor, Clerk-Treasurer, 
District Attorney, District Court, Justices of the Peace, Public Administrator, 
Recorder and Sheriff) will share current activities, provide briefings on important
issues, report progress of projects, etc.

8. Appointed Officials Report

During this portion of the agenda the appointed officials (Departments of Community Development, Administration, Human Services, Public Works, and Public Guardian) will share current activities, provide briefings on important issues, report progress of projects, etc.

9. Advisory Board Reports

During this portion of the agenda the Citizen Advisory Boards will provide the Board with recommendations on issues affecting their community and alert the Board to any issues or concerns affecting their community. A report may also be provided in the agenda packet.

10. Consent Agenda

Those matters of business that require action by the Commission which are considered to be of a routine and non-controversial nature are placed on the consent agenda. The individual items on the consent agenda shall be approved, adopted, or enacted by one motion of the Commission. Examples of such items include:

- Treasurer’s Report;
- Minutes;
- Approval of vouchers;
- Final approval of leases and agreements;
- Final acceptance of grants, deeds, or easements;
- Acknowledging receipt of claims for damages against the County;
- Review and approval of business licenses
- Changes to the Assessor’s tax role

No discussion shall take place regarding any item on the consent agenda beyond asking questions for simple clarification. Prior to approving the items on the consent agenda, Commission Members may request to withdraw (or pull) any item and take action separately on that item. Commission will consider each withdrawn item during the course of the meeting after the amended consent agenda has been approved.

11. Public Hearing on Planning Items

The Board will conduct public hearings on all planning items presented by Planning Department staff. The Board must make their decision based upon fact and state as such as part of the motion to approve or not approve. Pursuant to NRS 244.085, final action on any matter except zoning or planning matters which relate to a different geographical area than the geographical area in which the meeting is
12. Regular Agenda

This is the portion of the agenda where ordinances are proposed, resolutions are decided upon, contracts are approved/denied, policies are approved/denied and other business is brought to the Board for action.

a. **Award of Contract:** All contract documents shall, before presentation to the Commission, have been approved as to form and legality by the District Attorney’s Office and have been approved by the Comptroller’s Office as to fiscal requirements, and shall have been first referred for review to the head of the department under whose jurisdiction the administration of the subject matter of the contract document would devolve, and shall further have been presented to the County Manager or authorized representative for review.

b. **Ordinances & Resolutions:** Ordinances, resolutions, and other matters or subjects requiring action by the Commission must be introduced by a member of the Commission, except that the County Manager, District Attorney’s Office, or department directors may present ordinances, resolutions, and other matters or subject to the Commission, and any Commission Member may assume sponsorship thereof by moving that such ordinances, resolutions, matters, or subjects be proposed; otherwise, they shall not be considered.

1. **Prior Administrative Review**- All ordinances and resolutions shall, before presentation to the Commission, have been approved as to form and legality by the District Attorney’s Office and shall have been first referred for review to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance or resolution would devolve, and shall further have been presented to the County Manager for review.

2. **Ordinance Preparation**- The District Attorney’s Office shall review all ordinances to ensure ordinance is legal and the bill meets the legal format.

3. **Ordinance Process** – Upon review by the District Attorney’s Office and the County Manager the draft ordinance bill will be presented to the Board of Commissioners for proposal. A single Commissioner can propose the bill. The provisions of NRS 244.095 – NRS 244.115 will be adhered to developing, proposing, and taking action on any ordinance.

4. **Resolution Preparation** - Resolutions are long motions submitted in writing and are approved by the Commissioners.
   - The document will be comprised of two parts, the preamble and the resolution. The Preamble is the background or reasons for the resolution (Whereas). The Resolution is the action taken (Resolved).
   - The general format for a resolution is:
     - Whereas,…. (text of the first preamble clause);
     - Whereas,…. (text of the next to last preamble clause); and
     - Whereas,…. (text of the last preamble clause); now, therefore, be it
Resolved, that... (stating action to be taken);
Resolved, that... (stating further action to be taken); and
Resolved, that... (stating final action to be taken).

(5) Resolution Process
- All resolutions will undergo an internal review by Lyon County Departments and a legal review by the District Attorney’s office prior to the submission onto the agenda.
- For resolutions declaring a month “the month of...” It’s preferred they be submitted at the first meeting of the month unless otherwise requested or applicable.

Resolutions from outside entities will be reviewed by the County Manager and/or the Agenda Review Committee. They can be submitted as written, when applicable, or as a separate resolution to adopt the request. The County Manager or Agenda Review Committee may request the submitting entity for changes.

c. Closed Session: a closed session may be held:

(1) During certain labor negotiations
(2) Attorney client non meetings to consider threatened or existing litigation
(3) To discuss the character, professional competence, alleged misconduct or the physical or mental health of a person unless prohibited by law.

L. GENERAL PROCEDURES

1. Signing of County Documents

The Chair, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the County Commission and require an official signature; except when the County Manager or approved department heads has been authorized by Commission action to sign documents. In the event the Chair is unavailable, the Vice-Chair may sign such documents.

2. Quorum

Three members of the Commission shall constitute a quorum and are necessary for the transaction of County business.

3. Minutes

The County Clerk or designee shall take minutes at all meetings of the County Commission. The minutes shall be made available for public inspection. Unless a member of the Commission requests a reading of the minutes of a Commission meeting, such minutes may be approved without reading, if the Clerk or designee has previously furnished each member with a copy thereof.

4. How Many Votes are required for Passage?
For all ordinances, resolutions, and motions, a simple majority of the Commission members present (assuming a quorum) is sufficient for passage unless prohibited by law.

M. Open Meeting Law

1. **Applicability**

   The open meeting law applies to the County Commission and all standing, special or advisory boards, commissions, committees or subcommittees of, or appointed by, the County Commission.

2. **NRS 241**

   The Board of Commissioners will adhere to the mandates of NRS 241 and if a question arises about the application of NRS 241 to the meeting then the District Attorney’s Office will be consulted to determine the legal course of action.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 13.h

Subject: For Possible Action: Appoint a member to the Dayton Regional Advisory Board with a term expiring December 31, 2023.

Recommendation:
Appoint __________ to the Dayton Regional Advisory Board with a term expiring December 31, 2023.

Summary:
There is one seat vacant that expires December 31, 2023.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
- Ronald Wyman, Application
Lyon County
Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee  ☐ Mound House Advisory Board
☐ Advisory Board to Manage Wildlife  ☐ Planning Commission
☐ Animal Control Advisory Board  ☐ Regional Transportation Board
☐ Central Lyon Park & Recreation Board  ☐ Room Tax Board
☐ Central Lyon Vector Control Board  ☐ Silver City Cemetery Board
☒ Dayton Regional Advisory Board  ☐ Silver City Advisory Board
☐ Dayton Valley Events Center Board  ☐ Silver Springs Advisory Board
☐ Debt Management Commission  ☐ Smith Valley Advisory Board
☐ Library Board of Trustees  ☐ Smith Valley Park & Recreation Board
☐ Lyon County Fair Board  ☐ Stagecoach Advisory Board
☐ Mason Valley Advisory Board  ☐ Walker River Weed Control Board
☐ Mason Valley Mosquito Abatement

Contact Information:
Name: Ronnie Wyman
Address: 534 V & T Way, Dayton NV 89403
Phone: 909-238-0498  Email: ronwym@aol.com

How long have you been a resident of Lyon County? 2 years 11 months

How many board or commission meetings have you attended in the last year? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:

Town of Minden, served as a water operator for the town and assisted in the meetings regarding field questions involving the Town of Minden's water system. This I attended for 18 months.
Education and/or training relevant to the position you are applying for:

I possess a high school diploma with some college credits obtained through the University Of Arizona.

Currently I am employed by Southwest Gas, so, zoning ideology, utility infrastructure, and basic Civil Engineering knowledge. Also, I am currently a volunteer for The Large Animal Rescue Team here in Dayton as well.

Explain briefly why you would like to be appointed to this board or commission:
First and foremost is the simple fact of wanting to serve our community here in Dayton. Second is that I have a strong drive for wanting to contribute to our growth and development of our quickly growing town here. As I feel that my background as a utility worker and background in infrastructure will be essential to our development of our community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Ronnie Wyman  Date: 7/19/2023

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: Ronnie Wyman  Date: 7/19/2023

Please return the application to:

Lyon County Manager’s Office  Via email: elopez@lyon-county.org
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 3, 2023
Agenda Item Number: 13.i

Subject: For Possible Action: Acknowledge resignation from Shawn Keating from the Lyon County Planning Commission.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Resignation Letter
Resignation from The Lyon County Planning Commission

Shawn Keating <keating0011@gmail.com>                                      Mon, Jul 10, 2023 at 1:38 PM
To: "sjuntunen@lyon-county.org" <sjuntunen@lyon-county.org>, "elopez@lyon-county.org" <elopez@lyon-county.org>, Kerry Page <kpage@lyon-county.org>

Shannon

Please forward my resignation to the Planning Commission at tomorrow’s meeting. Effective today, I can no longer serve with my new employment.

I want to thank all of the Commissioners and Community Development staff. I truly enjoyed the time that I served on the Commission.

Shawn Keating
775-450-6523