



**BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, NEVADA**

27 SOUTH MAIN STREET, YERINGTON, NEVADA 89447
(775) 463-6531
FROM OTHER AREAS OF THE COUNTY
(775) 577-5037
FAX: (775) 463-5305

PLEASE POST

*****COMMISSIONERS' MEETING ROOM***
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NEVADA**

**THURSDAY September 1, 2016
A G E N D A**

(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.

NOTE: 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.

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.

Members of the Board of County Commissioners also serve as the Liquor Board, Central Lyon County 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.

9:00 A.M. -- OPEN MEETING -- PLEDGE OF ALLEGIANCE

9:30 A.M. – Public Hearing – Bill 16-07 (Continued from July 7, 2016) – For Possible Action: Approve an ordinance amending Lyon County Code by adding a Chapter requiring the registration and regulation of burglary and robbery alarm systems in Lyon County; and other matters property relating thereto

1. Public participation: 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.**
2. For Possible Action: Review and adoption of agenda
3. Presentation of awards and/or recognition of accomplishments
4. Commissioners/County Manager comments
5. Elected Official's report
6. Appointed Officials comments
7. Advisory Board reports

****CONSENT AGENDA****

(Action will be taken on all items)

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

8. For Possible Action: Approval of changes on Assessor's tax role due to corrections in assessments and review of tax roll changes
9. For Possible Action: Review and possible approval of business license applications:
 - a. Reed, Franklin Warren; **Auto Techz**; 22 Moonlight Rd., Mound House, NV; Auto Repair
 - b. Martin, Kelsey A.; Martin, Grace A.; **Back on the Rack**; 720 Hwy 50, Dayton, NV; Change Location
 - c. Satterlee, Wynn; **Big Dawg Auto Sales LLC**; 8660 Hwy 50 E., Stagecoach, NV; Change Officers and Location
 - d. Castleman, Briana L.; **Bri's Grooming**; 3495 Onyx St., Silver Springs, NV; Dog Grooming
 - e. Willcox, Lawrence K.; **Central Valley Masonry, Inc.**; 278 Cheyenne Way, Zephyr Cove, NV; Masonry Contractor
 - f. Thoene, Keith J.; Ramsey, James J.; **CML Security, LLC**; 400 Young Ct., Unit 1, Erie, CO; Detention Equipment and Security Electronic Installation
 - g. Ramos, Peter J.; Cents L.L.C.; **Cutting Edge Networks & Technologies**; 663 Buckskin Rd., Dayton, NV; Computer & Telephone Service and Repair
 - h. Moreno, Arturo; Moreno, Beth A.; **High Sierra Heating & Air LLC**; 5344 Energystone Dr., Sparks, NV; HVAC Contractor
 - i. Shell, Bradley; Shell, Brenda; **Ophir Ridge, LLC**; 350 N. Stewart St., Virginia City, NV; Metal Building Construction

- j. Chaplin, Wayne E.; Becker, Steven R.; ***Southern Glazer's Wine and Spirits, LLC***; 1170 S. Rock Blvd., Suite 100, Reno, NV; Change Ownership Type, Name and Corporate Officers
- 10. For Possible Action: Approve Aviation Trust Fund Grantee's Agreement for the Silver Springs Airport, in the amount of \$3,211.00 (requested by County Manager)
- 11. For Possible Action: Accept the Lyon County Detention Facility Inspection Report (requested by Commissioner Fierro)
- 12. For Possible Action: Appoint Tyler Minor to the Central Lyon County Vector Control Board, no term defined (requested by CLCVCB)
- 13. For Possible Action: Approve Temporary/On-call Transportation Officer Position for Lyon County Juvenile Probation (requested by Juvenile Probation)
- 14. For Possible Action: Approve first amendment to Master Services Agreement with Securus Technologies for automated inmate services (requested by Sheriff)
- 15. For Possible Action: Approve a 1 year contract for custodial services, at County occupied facilities located in Fernley, with CC Cleaning Service Company, at a cost of \$165.00 per day of service (requested by Buildings and Grounds Director)
- 16. For Possible Action: Review and accept travel claims
- 17. For Possible Action: Review and accept County claims and financial report

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

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

- 18. **HAWHEE, WILLIAM & DIANNE – DIVISION OF LAND INTO LARGE PARCELS FINAL MAP (for possible action)** - Request for a Division of Land into Large Parcels Final Map pursuant to Chapter 11.06 of the Lyon County Code and NRS 278.471 et seq. The proposed map would divide the approximately 110.26 total acre property into 2 parcels, the smallest being approximately 40.21 acres in size; located at 2588 Highway 208, Smith, NV (APN 10-291-59) PLZ-16-0020

Planning Commission Recommendation: Based on the recommended findings, the Planning Commission unanimously recommended approval of the request for a Division of Land into Large Parcels, Final Map, subject to the 12 conditions recommended by staff, as amended.

19. **CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT – SPECIAL USE PERMIT (for possible action)** – Request for a Special Use Permit for the addition of 4,736 sq. ft. of administrative office space to the existing fire station facility; located at 231 Corral Drive, Dayton (APN 16-403-37) PLZ-16-0018

Planning Commission Recommendation: Based on the recommended findings, the Planning Commission unanimously recommended approval of the request for a Special Use Permit, based on the recommended findings, and subject to the 10 conditions recommended by staff.

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

REGULAR AGENDA

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

20. For Possible Action: Propose an ordinance amending Lyon County Code Title 10 – Land use regulations; by amending Chapter 3 – Residential Districts, revising Section 1 – General Provisions Subsection G, Recreational Vehicles; and other matters properly related thereto (requested by Planning Commission)
21. For Possible Action: Approve cancellation of the Board of County Commission meeting of November 17, 2016 due to a conflict with the Nevada Association of Counties annual conference (requested by County Manager)
22. For Possible Action - Approve State Revolving Fund loan contract in the amount of \$500,000 for the Dayton Sewer Fund with the Nevada State Department of Conservation & Natural Resources acting by and through the Nevada Division of Environmental Protection and authorize the Comptroller to sign. This loan has an interest rate of zero and the entire principal is forgiven upon issuance
23. Commissioner Comments
24. For Possible Action: Approve Minutes (available in the Clerk/Treasurer’s Office)
25. Public participation: 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**
26. Closed Session, pursuant to NRS 241.015(3)(b)(2), to receive information from the District Attorney 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 (requested by District Attorney)
27. Adjourn

CERTIFICATE OF POSTING

I, Maureen Williss, Office Manager, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before August 26, 2016: Lyon County Courthouse, Lyon County Administrative Complex, Yerington City Hall, Yerington Post Office, Silver Springs Human Services, Dayton Utilities, City of Fernley

/s/ Maureen Williss

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**

7

Central Lyon County Parks and Recreation Advisory Board Minutes July 20, 2016

1. Call to order and Pledge of Allegiance by Chairman Scott Keller at 7:04pm.
2. Roll Call/Determination of a Quorum: Board members present: Scott Keller, Audrey Allan, Patricia Allander, and Bob Froland. Staff present: Doug Green. Public: None
3. Certification of Posting: 4 postings certified with documentation.
4. Public Comment – none
5. Approval of agenda: Moved by Audrey Allan; second by Bob Froland. Passed 4/0.
6. Approval of minutes: Made two corrections then moved by Audrey Allan; second by Patricia Allander. Passed 4/0.
7. Development of a priority list for short and long term projects. Reviewed cash balance of funds available for current and future parks projects. Approx. \$68,000-\$100,000 in funds not currently allocated. Discussion of priorities for the Mark Twain Regional Park included a possible maintenance building, new fields, bleachers, improved parking, lighting/sound/scoreboards, and shade structures. The Silver Springs Regional Park was listed but not discussed because it is still at the beginning stages of development. Other proposed projects outside regional parks include a possible BMX track at Como Park and proposed lighting for Como Park by the Silverada Little League. The lists created will be flexible and subject to change based on need and priority changes within a 5 to 10 year estimated time frame.
8. Lyon County staff report. Presented by Doug Green.
 - a. Parks and facilities: The stage project at the park in Silver City was lower in cost than expected.
 - b. Proposed projects: Reviewed and discussed Park Tax 2016/17 documentation listing projects and their cost estimates. Doug to get a breakdown of actual costs for projects listed as complete. Doug briefly discussed the offer for a donated wheelchair swing and will agendaize the item for next meeting.
10. Board Comments: Scott reminded the board members of the upcoming meeting with the new county engineer. Bob Froland asked about the status on a possible parks tour. Scott to possibly plan a tour in the fall.
11. Public Comment – none
12. Adjournment at 8:18pm.

Silver City Citizen Advisory Board Meeting Minutes DRAFT
Silver City Community Center, 385 High St., Silver City, NV 89428
August 2, 2016

1. **Call to Order @ 7:04 p.m.:** Erich Obermayr, Cal Dillon, Lorraine Richmond present.

Present: Larry Gorell, Michael Carlson, Carol Godwin, Patricia Allander, Dave Snelgrove, Karen Krejjeski, Rick Zierenberg, Gayle Sherman, Janet Rose, Cynthia Etchegoin, Larry Wahrenbrock.

2. **For Possible Action: Approval of the Agenda.** Lorraine motioned to approve; Erich seconded. All in favor, motion passed.

3. **For Possible Action: Approval of the July Advisory Board meeting minutes.** Erich motioned to approve; Cal seconded. All in favor. Motion passed.

4. **Public Comment and Participation:** None.

5. **Correspondence:** Erich said he'd received an e-mail from Julie Cosner asking for a copy of the letter we'd gotten a few months ago from a Smith Valley Advisory Board member detailing her reasons for resigning from that board. Erich provided her with a copy. He said he'd e-mailed Jeff Page RE putting the Silver City Survey on the county website. He has also provided Steve Rye with historical photos of Silver City, and has received the Lyon County Sheriff's Office monthly stats.

6. **Reports (no action)**

Commissioners: None.

Lyon County Sheriff's Department Michael Carlson of the Lyon County Sheriff's Office gave an overview of what's been going on over the past month. He said arrests are up. They've been working on the Lyon County resource officer program in various high schools in the county. The program places a resource officer in the school to introduce kids to the police as a mentor they can go to with problems and attempting to then match kids up with programs and resources that can help them. They're taking a deputy off the street to work the two-year program and hiring two part-time employees to work the sub-stations.

Lyon County Parks & Recreation Patricia A. said nothing significant is going on. The Silver City stage is complete and under budget and will be dedicated on August 20.

Silver City Fire Department Patricia A. said there will be a small dedication ceremony for Ian Stevens, and the Virginia City Hillclimb is this month, August 27 & 28.

County Officials Dave Snelgrove of Far West Engineering is here and will be talking to us during a later agenda item.

Lyon County Planning Commission None.

Silver City Arts Group Carol G. gave an overview of the current and upcoming events in our community, among which is a kid's rodeo on August 9, the Downhill Derby, and the Acoustic Jam on August 27. The Silver City Arts Group meeting is this Thursday.

Silver City Citizen Advisory Board Meeting Minutes DRAFT
Silver City Community Center, 385 High St., Silver City, NV 89428
August 2, 2016

Advisory Board Member Comments None.

7. For Discussion and Possible Action: Update on Cemetery Issues from the Silver City Cemetery Committee Carol G. said there are new spaces in the new section, as well as in the new cremation section. She said the county is working with them on a new gate and new sign but they need financing. Ideas from the community are welcome. The committee holds meetings four times a year. Carol G. said they'd like some input regarding dealing with the weeds in the new section. Erich indicated that it is up to the cemetery committee and that our advisory board could make a recommendation to the cemetery committee, and the cemetery committee would then make a recommendation to the board of commissioners. This will be an agenda item on our September agenda.

8. For Discussion and Possible Action: Update on Present and Future Mining Projects in the Silver City Vicinity, Possibly Including Art Wilson Projects in the Vivian Mine Area Janet Rose said she, Gayle Sherman, and Jack Richmond took a walk to the Far West Mine and the Vivian. She said the EPA had allowed Art Wilson to use a pick and shovel to dig as long as he could prove that there'd be no damage to the water. The hole is now filled in. Erich speculated that the silver posts that have appeared in our area are some kind of survey posts, and there's not much to be done till we get word of some kind of proposal.

9. For Discussion and Possible Action: Final Environmental Assessment, American Flat Road/Lucerne Access Right of Way Amendment; U. S. Dept. of the Interior Bureau of Land Management, Carson City District Sierra Front Field Office Erich led a discussion about BLM's final environmental assessment RE the right of way amendment. He made a **Motion** to write a letter to the board of commissioners stating our approval of BLM's final choice, as well as commenting on the additional language the BLM used in the final environment assessment, which details the harm that would be done to Silver City if the Non-Federal Alternative were ever to come into play in the future. Lorraine seconded the Motion. There was no discussion. All in favor; motion passed.

10. For Discussion and Possible Action: Recommendation to the Lyon County Board of Commissioners RE Draft Lyon County Land Use and Development Code Erich introduced Dave Snelgrove of Far West Engineering and asked where we stand as far as Sec. 336 is concerned. Dave S. said he and Rob Pyzel are going through the document to find out where things were left off. There was discussion RE the setting of workshops being more of a "hearing" as opposed to a workshop, with each side leaving more entrenched in their original viewpoints. Larry W. suggested approaching the issues as more of an opportunity to educate the commissioners. Several other community members commented about the frustrating process so far. Dave S. said he'd been instructed by Jeff P. to make communications better between the county and the advisory boards. He has no business cards, as yet, but his phone number is 775/737-8910. Advisory boards will have ample opportunity to add their input as the process goes on.

11. For Discussion Only: Candidates Open Forum Any candidate for public office in the 2016 elections may appear at this time, make a presentation, and engage in discussions with advisory board members, citizens in attendance, or other candidates in attendance. (This will be a standing agenda item between now and the November elections, and candidates are

Silver City Citizen Advisory Board Meeting Minutes DRAFT
Silver City Community Center, 385 High St., Silver City, NV 89428
August 2, 2016

urged to attend at their convenience.) Rick Zierenberg is here. He is running for the office of Director, Central Lyon County Fire. He told us about his background and experience. He said that EMT, in particular, is a big deal in Central Lyon County.

12. Public Comment and Participation: Citizens speaking during public participation are asked to state their name for the record & may be limited to three minutes. Public comment is permitted on any agonized or rnagenized item & may be returned to at any time during the agenda. None.

13. For Possible Action: Adjournment @ 8:40 p.m. Erich motioned to adjourn, Lorraine seconded. All in favor. Motion passed.

SMITH VALLEY ADVISORY BOARD (SVAB) SMITH VALLEY COURTHOUSE

Meeting Minutes August 3, 2016

Advisory Board members present: Maralyn Abrott, Julie Cosner, Frank Hunewill, Tosca Renner, one vacant seat.

Meeting was called to order at 7:00pm by Acting Chairman Julie Cosner.

1. Public Participation

Donnette Huselton stated that she needed to be on the agenda for next month's meeting so she could talk about water issues.

Jim Kinninger requested that he receive the meeting agendas and minutes for the next six months. He sent around a sign up sheet for anyone wishing to be on his community email list.

2. Review and adoption of agenda - Motion was made by Tosca to adopt the agenda as presented, seconded by Maralyn, motion carried 4/0.

3. Election of Officers

a. Julie made a motion to elect Frank Hunewill as chairman, seconded by Maralyn. Motion carried 4/0. Frank Hunewill was elected Chairman

b. Julie made a motion to elect Tosca Renner as Vice Chairman, seconded by Frank. Motion carried 4/0. Tosca Renner was elected Vice Chairman.

c. Maralyn made a motion to elect Julie Cosner as Secretary, seconded by Frank. Motion carried 4/0. Julie Cosner was elected Secretary.

4. Board Member Comments

Maralyn Abrott and others on the Board thanked those in attendance for coming to the meeting.

5. Elected Official's/Public Entity Representative's Reports

Dave Snelgrove, the new Lyon County Community Development Director, introduced himself. Dave is employed by Far West Engineering who was recently contracted by Lyon County to provide a community development director. He has been working in Northern Nevada and the Reno area in land use planning for the better part of 26 years. The community Development Director guides the overall planning department. He is working with Kerry Page, Rob Pyzel, and Rebecca Bacon. His cell phone number, which is the best way to contact him, is 775-737-8910. His goal is to make sure the Community Development Department is user friendly. He is currently working with Rob Pyzel on the Title 15 update. A draft of Title 15 can be found on the Lyon County website. www.Lyon-county.org – Documents, Departments, Planning, Title 15. Workshops will be held in September or October and the public will be notified when the dates are determined. The Title 15 document is very large so you probably want to download it rather than print it. Study now so we'll be prepared for the workshops.

Dave also said the planning department will be responsible for initially looking at the code enforcement issues. State law requires that zoning be in conformance with the master plan and they are working on that to get in compliance.

Mike Workman is the contact for utility issues in Lyon County.

Commissioner Greg Hunewill introduced Maureen Williss who works in the County Manager/Commissioners Office and is the Citizen Advisory Board Liaison. He also stated there was a Board of County Commissioners meeting tomorrow, August 4, 2016.

Planning Commission Member Harold Ritter spoke about a request from William and Dianne Hawhee for a division of land into large parcels located at 2588 Highway 208, Smith, NV. He also addressed RR5 zoning in the valley. He stated that one of the things Title 15 will do is clarify the zoning designations. There was some discussion about the transfer of development rights.

Sgt. Frank Hunewill reported on behalf of the Sheriff's Department. There were 449 calls for service in the Mason and Smith Valleys in July. There was a total of 25 arrests with 5 being felonies. He will work on getting the numbers broken down between Mason Valley and Smith Valley for future reports. Smith Valley is still the best place in the County to live.

There have been considerable budget reductions in the Sheriff Department's operational and equipment replacement funds over the past several years. Because of this, a group of citizens formed a non-profit 501c3 corporation to support the Lyon County Sheriff's Office equipment needs. The name of the group is Lyon Sheriff's Advisory Council (LSAC). There are four major areas the Sheriff is trying to raise money for. 1. Implementation of a K-9 program to deter illegal drugs from entering our county schools, to improve officer safety and to increase narcotic seizure effectiveness. 2. Replace degraded handheld officer radios to eliminate and minimize communication dead zones. 3. Replace obsolete less than lethal Taser devices. 4. Purchase and install radar speed warning signs for school zones and on highly dense residential streets.

6. Discussion and vote to make recommendation to the Board of County Commissioners from the applications received to fill vacant board position. Current applicants are Brandon Dini and Joan Wilder.

Applicant Brandon Dini introduced himself and told a little about his history in Smith Valley. Applicant Joan Wilder was not present at the meeting. A motion was made by Maralyn to recommend Brandon Dini for appointment to the SVAB and seconded by Julie. The motion carried 3/0/1 with Tosca Renner abstaining because Brandon is her son.

7. Recommendations and Comments on Planning Special Use Permit Review.
After review and discussion, the SVAB recommended approval of the following Special Use Permits.

H. E. HUNEWILL CONSTRUCTION COMPANY - ZONING – M-1 - Special use permit issued October 1979 to expand the existing gravel pit, and modified in August 1993 to change the applicant's name on an existing gravel pit; all on a portion of 80 total acres; located at 4 Desert Creek Road, Wellington (APN 10-761-48 & 10-761-49). STAFF OBSERVATIONS – Business license is current for H. E. Hunewill Construction Co., Inc. SUP is in use and compliance per applicant. No complaints have been received. (Motion by Julie, seconded by Maralyn, 4/0)

H. E. HUNEWILL CONSTRUCTION COMPANY - ZONING - RR-5 - Special use permit modification issued August 1995 for the production of sand and aggregates and a batch plant on approximately 80 acres; located off of Highway 338, Wellington (APN 10-761-10). STAFF OBSERVATIONS – Business license is current for H. E. Hunewill Construction Co., Inc. SUP is in use and compliance per applicant. No complaints have been received. (Motion by Frank, seconded by Julie, 4/0)

SMITH VALLEY CATTLE FEEDERS - ZONING - RR-5 - Special use permit issued August 1995 to utilize two (2) mobile homes for ranch help on approximately 273.01 acres; located at 500 Hudson

Way, Smith Valley (APN 10-401-05) STAFF OBSERVATIONS – SUP appears to be in use and compliance. No complaints have been received. (Motion by Maralyn, seconded by Tosca, 4/0)

The SVAB voted 4/0 to make no recommendation on the Farias Wheel Ranch SUP due to the belief that the property had been sold. Dave Snelgrove will research.

FARIAS WHEEL RANCH - ZONING - RR-5 - Special use permit issued August 1985 to utilize a mobile home for ranch help on approximately 240 acres; located at 43 Artesia Road, Smith Valley (APN 10-071-03 & 10-071-04) STAFF OBSERVATIONS – No business license required. SUP appears to be in use and compliance. No complaints have been received. (Motion by Julie, seconded by Maralyn, 4/0)

There are a lot of uses under RR5 and a special use permit puts conditions on those uses to help minimize the impact to the surrounding area.

Jim Kinninger commented that past advisory board members went out and looked at the planning items up for review themselves. He suggested that the current board members do the same since the County doesn't have the staff to do it.

8. Advisory Board Comments – None / Next meeting date September 7, 2016.

RECESSED TO CONVENE AS SMITH VALLEY CEMETERY BOARD

9. Public participation – None

10. Election of Officers

Motion was made by Maralyn to combine items a, b and c together, seconded by Julie. Motion carried 4/0. Motion was made by Maralyn to have the officers of the Advisory Board hold the same positions on the Cemetery Board, seconded by Frank. Motion carried 4/0.

- a. Frank Hunewill, Chairman
- b. Tosca Renner, Vice Chairman
- c. Julie Cosner, Secretary

11. Appoint Cemetery Director who manages cemetery business, operations, maintenance, and activities.

Julie made a motion to appoint Maralyn Abrott as Cemetery Director, seconded by Frank. Motion carried 4/0.

12. Update on Cemetery operations, maintenance and activities.

Maralyn reported that there are lots of weeds at the Cemetery. Weeds were all cleaned out for Memorial Day so it is a little bit of a surprise they are as big as they are now. Tim Ichord does maintenance, watering, etc. at the Cemetery. He is responsible for weeds outside of the plots, but the plot owners or families are responsible for keeping the plots themselves clean. He also turns the water on in the spring and off in the fall and makes sure everything is watered.

Robin Delaney spoke about an Adopt-a-Plot program that she was familiar with. Community members can adopt the plot of a person who no longer has any relatives in the area to keep it clean for a year. As part of the program, the adopter would be given a bio of the person in the plot. The plot gets maintained and the adopter gets a history lesson about their community. Would be a good program for high school students.

Dustin Homan currently oversees the county responsibilities for Smith Valley Cemetery but Tim Ogle will be taking it over later this year. It was clarified that the Smith Valley Cemetery Board oversees the Hillcrest Cemetery only.

13. Review and accept Financial Report.

Maralyn reviewed the financial report. The fiscal year 2016/2017 annual budget for the cemetery is \$6,700. The balance remaining in the fiscal year 2015/2016 cemetery budget was \$2,662.52. However, there were two outstanding bills for Tim Ichord in the amount of \$1,398 that will be paid from that balance. There is an outstanding bill in the amount of \$932 that will come out of this year's budget. There were some questions about what the contract with Tim Ichord covered and Maureen Williss stated that she would get us a copy of that contract.

Maralyn sells the plots at the Cemetery. Each plot is \$300 and allows one burial and one cremation or four cremations. The money for the sale of the plots goes directly to the County.

14. Public participation – None

ADJOURNED TO RECONVENE AS THE SMITH VALLEY ADVISORY BOARD

15. Public participation

Debra Hayes spoke about the lawsuit she and other residents filed against Lyon County regarding the special use permit issued for the new Nevada Energy substation. There was a court hearing on August 1, 2016 and the Judge dismissed the case. She said it may go to appeal.

Dave Cosner commented on the new substation also. He stated that the Judge indicated it could be 2-2½ years for the court case to be heard by the court of appeals or state supreme court. The Judge further stated that there is nothing keeping Nevada Energy from building the substation as they were not named in the lawsuit. Dave feels we as a community should advocate to Nevada Energy to move forward with construction of the substation.

Tosca Renner, as a private resident, commented on the permit request by the Hawhee's that was going before the Planning Commission on Tuesday. Since this Board was not in existence the item did not come before it when it normally would have. She wanted the Board to know that her family has personally had issues with the Hawhees as far as the land split to 10 acres in the middle of ag land. Rumor has it that it's another NIFWIF project but it is unknown whether that will go any further or not but we are again looking at ag land being disrupted right in the middle of Smith Valley. Maureen Williss mentioned that any private citizen can write a letter to the Planning Commission or the County Commissioners expressing their concerns about any issue.

Jim Kinninger stated that he had attended several meeting where discussions took place regarding the Sutter Ranch property. Some community members had requested a committee be formed to do fact finding on the proposal. That was never done by the previous advisory board and he does not feel like all citizens were fairly represented. There was a very vocal group from the Nevada Water Preservation group putting the kibosh on this. He would like this Board to find out the current status of the property from NIFWIF and what their plans are for the property. He feels a good debate still needs to happen with all sides being presented to the county.

16. There being no further business, the meeting was adjourned at 8:45pm.

AGENDA SUMMARY

CONSENT: Y



Meeting Date: 9/1/2016

ITEM #8

TITLE: Assessor's Office factual corrections and uncollectable accounts (i.e. out of business, no forwarding address, exemptions, corrections, etc.)

SUMMARY:

ALTERNATIVES AND/OR RECOMMENDED ACTION: Approve changes as requested.

Budget Implications (Comptroller):

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information:

List of Attachments: Unsecured/Secured Property accounts with factual corrections.

**BUSINESS LICENSE APPLICATIONS SUBMITTED TO LYON COUNTY COMMISSIONERS
AGENDA on September 01, 2016**

ITEM #9

	APPLICANTS	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	H	F	B	Z	S
A	Reed, Franklin Warren	Auto Techz	22 Moonlight Rd. Mound House, NV	Auto Repair		X	X	X	
B	Martin, Kelsey A. Martin, Grace A.	Back on the Rack	720 Hwy 50 Dayton, NV	Change Location		X	X	X	
C	Satterlee, Wynn	Big Dawg Auto Sales LLC	8660 Hwy 50 E. Stagecoach, NV	Change Officers and Location		X	X	X	
D	Castleman, Briana L.	Bri's Grooming	3495 Onyx St. Silver Springs, NV	Dog Grooming		X	X	X	
E	Willcox, Lawrence K.	Central Valley Masonry, Inc.	278 Cheyenne Way Zephyr Cove, NV	Masonry Contractor	C				
F	Thoene, Keith J. Ramsey, James J.	CML Security, LLC	400 Young Ct. Unit 1 Erie, CO	Detention Equipment and Security Electronic Installation	C				
G	Ramos, Peter J. Cents L.L.C.	Cutting Edge Networks & Technologies	663 Buckskin Rd. Dayton, NV	Computer & Telephone Service and Repair	M				
H	Moreno, Arturo Moreno, Beth A.	High Sierra Heating & Air LLC	5344 Energystone Dr. Sparks, NV	HVAC Contractor	C				
I	Shell, Bradley Shell, Brenda	Ophir Ridge, LLC	350 N. Stewart St. Virginia City, NV	Metal Building Construction	C				
J	Chaplin, Wayne E. Becker, Steven R.	Southern Glazer's Wine and Spirits, LLC	1170 S. Rock Blvd., Suite 100 Reno, NV	Change Ownership Type, Name and Corporate Officers					

AGENDA SUMMARY

CONSENT: Y



MEETING DATE: 09/01/2016

ITEM #10

TITLE: For Possible Action: Approve Aviation Trust Fund Grantee's Agreement for the Silver Springs Airport, in the amount of \$3,211.00

SUMMARY:

The \$3,211.00 will be used a local match funds for a project to rehabilitate the runway, taxiway and apron areas of the Silver Springs Airport

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Approve

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

LIST OF ATTACHMENTS:

Aviation Trust Fund Grantee's Agreement # P460-16-802

AVIATION TRUST FUND GRANTEE'S AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called DEPARTMENT and the Lyon County, Nevada, hereinafter called GRANTEE.

WITNESSETH:

WHEREAS, the Nevada Legislature appropriated from the State General Fund to the Fund for Aviation, created by Nevada Revised Statutes (NRS) 494.048, sum of Three Thousand Two Hundred Eleven and No/100 Dollars (\$3,211.00) for partial reimbursement of FAA AIP Grant 3-32-0003-022-2015 local matching funds for a project to rehabilitate runway, taxiway, and apron areas of the Silver Springs Airport in Nevada; and

WHEREAS, the money appropriated by NRS 494.048 (1) must be used by rural airports to match money that is available from the Federal Aviation Administration (FAA); and

WHEREAS, NRS 494.048 has designated the DEPARTMENT as the agency to administer state funds under this program for matching federal funds at select airports within the state; and

WHEREAS, the purpose of this Agreement is to state the terms, conditions, and mutual understandings of the parties hereto as to the manner in which State funds will be used to match Federal funds to undertake and complete a pavement rehabilitation project at the Silver Springs Airport under a grant from the FAA awarded to Lyon County, hereinafter called the PROJECT; and

WHEREAS, before a State match of Federal funds will be made available to the GRANTEE, the GRANTEE and DEPARTMENT shall be required to enter into an agreement whereby the functions of a specific project are identified; and

WHEREAS, the GRANTEE has developed a project proposal that has been approved by the FAA for funding; and

WHEREAS, the GRANTEE is a Nevada County eligible to receive aviation trust fund grant monies:

WHEREAS, pursuant to the provisions contained in NRS Chapter 408, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - GRANTEE AGREES

1. The GRANTEE shall undertake and complete the PROJECT as set forth in Attachment A - Federal Aviation Administration Grant, attached by reference, filed with and approved by the FAA.
2. The GRANTEE shall be able to provide any portion of the necessary match money for the total cost of the project.
3. To submit a signed invoice to the DEPARTMENT for the eligible match for incurred costs along with one (1) copy of substantiating documentation, concurrent with the billing for the

FAA.

4. To provide a copy of all reports submitted to the FAA.

ARTICLE II - DEPARTMENT AGREES

1. To reimburse the GRANTEE upon receipt of the signed invoice along with substantiating documentation concurrent with the copy of the billing for the FAA.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including the 31st day of August, 2016.

ARTICLE IV - TERMINATION

1. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar 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 Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

2. Should this Agreement be terminated by the GRANTEE prior to completion of the PROJECT, the GRANTEE will reimburse the DEPARTMENT for all reimbursements paid to the GRANTEE by the DEPARTMENT up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

3. Termination upon a declared default or breach may be exercised after service of written notice in accordance with Article V, Paragraph 4, herein below and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

4. In the event of the GRANTEE's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the costs of completing the PROJECT under this Agreement, shall be deducted from any money due or which may become due to said GRANTEE. If case expenses exceed the sum which would have been payable under this Agreement, then the GRANTEE shall be liable and shall pay to the DEPARTMENT the amount of said excess.

5. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the GRANTEE, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be terminated by the DEPARTMENT.

ARTICLE V - MISCELLANEOUS PROVISIONS

1. The GRANTEE will comply with all FAA required drug free work place regulations, and drug and alcohol testing regulations, as appropriate.

2. In the event that at the time of the expiration and/or termination of the Agreement, the GRANTEE has funds which have been provided to it under the Agreement, which funds exceed proper and allowable expenses under the terms of the Agreement, GRANTEE shall be liable and shall pay to the DEPARTMENT, the amount of said excess funds, with payment to be

made by GRANTEE to the DEPARTMENT within thirty (30) calendar days of the expiration and/or termination of the Agreement.

3. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada First Judicial District Court, Carson City, Nevada, for enforcement of this Agreement.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn: Kurt O. Haukohl
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: 775-888-7353
Fax: 775-888-7207
E-Mail: khaukohl@dot.state.nv.us

FOR GRANTEE: Lyon County
Controller
27 S Main Street
Yerington, Nevada 89447
Phone: 775-463-6510
Fax: 774-463-6500
E-Mail: jstanton@lyon-county.org

5. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

7. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.

8. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement, to create in the public or any member thereof, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

9. It is specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the GRANTEE's subcontractors, the public, or any member thereof, a contractual relationship between such

persons and entities and the DEPARTMENT.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party, person or entity, pertaining to any matter resulting from the underlying Agreement.

12. 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 confidential by law or a common law balancing of interests.

13. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

14. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.

15. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

16. This Agreement and the Attachment A constitute the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connections with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and the Nevada Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTEE:
Lyon County

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:

Lou Holland

524781170C84C7
Deputy Attorney General

AGENDA SUMMARY



CONSENT: Y

MEETING DATE: 09/01/2016

ITEM #11

TITLE: For Possible Action: Accept the Lyon County Detention Facility Inspection Report

SUMMARY:

Commissioner Fierro inspected the Lyon County Justice Facility on August 18, 2016

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Accept report

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

LIST OF ATTACHMENTS:

Detention Facility Inspection Report

DETENTION FACILITY INSPECTION REPORT

Facility Name:	LYON COUNTY JUSTICE FACILITY		
Location:	911 HARVEY WAY YERINGTON		
Jail Administrator:			
Sheriff / Chief:	AL MCNEIL		
Inspection Date:	8 AUG 16	Inspected By:	CONN FERRO / DEP BRONK
Year Built:	Renovation Dates:		

Maximum Designed Jail Capacity:	Current Jail Capacity: 66
Average Daily Jail Capacity Past 12 Months:	80

FACILITY MANAGEMENT

- Does the facility have a jail operations policy and procedure manual?** Yes No
1. Is the jail operations manual reviewed and updated at least annually? Yes No
 2. Have the jail operations manual been reviewed by the jail's legal counsel? (e.g. DA) Yes No
 3. Does the jail operations manual contain the following policy and procedures?
 - a. Medical intake Yes No
 - b. Suicide prevention Yes No
 - c. Mental illness Yes No
 - d. Strip search Yes No
 4. Is jail operation manual distributed to all staff? Yes No
 5. Is regular training conducted on policy and procedures? Yes No

Staffing levels:

1. Adequate personnel to provide 24 hour supervision covering all posts? Yes No

Arrestee intake & screening procedures:

1. Are intake officers trained to recognize suicidal tendencies, mentally ill, developmentally disabled, or emotionally disturbed arrestee? Yes No
2. Are intake officers trained on medical screening for medical services? Yes No
3. Are intake officers trained to identify substance abusers, drunks and addicts? Yes No
4. Are intake officers trained on use of force & restraints? Yes No
5. Are intake officers trained on searches and strip searches? Yes No
 - a. Does policy require the documentation of all strip searches, including documentation of justification? Yes No
6. Is all training adequately documented? Yes No

COMMENTS

DETENTION FACILITY INSPECTION REPORT

JAIL SECURITY

1. Are detainees searched prior to exiting and entering the jail? Yes No
2. Does the facility have and use audio/video system 24 hours/day? Yes No
3. Are all locks, doors, bars, windows, and other security equipment frequently inspected? Yes No
4. Are all unoccupied cells and rooms kept locked at all times? Yes No
5. Is a master population record maintained? Yes No
6. Are there policy and procedures to check for contraband in the jail environment? Yes No
7. Are eating utensils accounted for after each meal? Yes No
8. Is a physical head count made and recorded? Yes No
9. Are keys not in use stored in a secure key locker?
 - a. Is a record of all keys inventoried and issued maintained? Yes No
 - b. Is there an extra set of emergency keys accessible to designated jail staff? Yes No
10. Are weapons prohibited in the secure section of the jail?
 - a. Are weapons secured outside of the security area? Yes No
 - b. Are reserve firearms, ammunition, chemical agents, etc. stored in a secure area? Yes No

COMMENTS

SAFETY

1. Does the facility have an automatic fire alarm and smoke detection system? Yes No
2. Are extinguishers readily accessible to staff but not detainees? Yes No
3. Are extinguishers examined at least once a year and tagged with dates of inspection? Yes No
4. Are all jail personnel familiar with the operation of all types of extinguishers in the jail? Yes No
5. Does the jail have a posted fire plan and evacuation procedures? Yes No
6. Are fire drills and evacuation drills held quarterly and the records of such maintained? Yes No
7. Is smoking prohibited or confined to special areas? Yes No
8. Are noncombustible containers provided for smoking materials and other combustible refuse? Yes No
9. Are all emergency exits known to jail personnel and exit keys immediately available? Yes No
10. Are there two exits from each housing area or cell block?
 - a. Are all means of egress kept clean and open? Yes No
11. Does the facility have emergency lighting, power and communications capabilities? Yes No
12. Is there a written plan for release and security of inmates from locked areas in emergencies? Yes No

COMMENTS

DETENTION FACILITY INSPECTION REPORT

MEDICAL

1. Are medical, dental and mental health services available? Yes No
2. Are professional medical, dental or mental health services secured through agreements with local and regional providers or independent contracts? Yes No
3. Is jail staff prohibited from recommending or furnishing advice concerning medical, dental and mental health clinical judgments? Yes No
4. Do all inmates, without exception, have access to 24-hour emergency medical care? Yes
5. Are medical services trainings provided for all staff through a qualified health authority? Yes No
6. Does medical services training include:
 - a. Recognition of signs and symptoms? Yes No
 - b. First Aid and Cardio-pulmonary resuscitation (CPR)? Yes No
 - c. Methods of obtaining assistance? Yes No
 - d. Transfer to appropriate medical facilities? Yes No

COMMENTS

HEALTH AND SANITATION

1. Do staff and other appropriate personnel conduct and document timely sanitation inspections? Yes No
2. Does the facility have adequate water supply? Yes No
3. Is drinking water accessible to all inmates? Yes No
4. Are plumbing fixtures (i.e., toilets, sinks, etc.) clean, sanitary, and properly maintained? Yes No
5. Are all floors, walls, ceilings, windows, door, etc. of the structure properly maintained, clean and free from offensive odors? Yes No
6. Is there a preventative maintenance program established? Yes No
7. Are all containers, storage areas, and surrounding premises clean and free of vermin? Yes No
8. Are there written policies and procedures for adequate disposal of liquid and solid wastes, such as chemicals, greases, oils, etc.? Yes No
9. Are cleaning supplies/facilities clean, well vented, and appropriately stored? Yes No
10. Are facility garbage, trash, and rubbish collected and removed regularly? Yes No
11. Does the facility have adequate heating and cooling? Yes
12. Is mechanical ventilation or cooling systems clean and properly maintained? Yes No
13. Where laundry facilities are provided:
 - a. Is there adequate laundry equipment to insure ample quantities of clean clothing, bed linens, and towels? Yes No
 - b. Is the laundry well maintained and clean, with exterior ventilation for dryers? Yes No
14. Are beds, bedding and clothing in good repair, clean, and properly stored? Yes No

COMMENTS

(Ba) ALL WORKING

DETENTION FACILITY INSPECTION REPORT

FOOD SERVICES

1. Are there policy and procedures covering safe food handling? Yes No
2. Are meals of sufficient nutritional value? Yes No
3. Are meals served at reasonable intervals? Yes No
4. Are there policy and procedures covering special dietary needs? Yes No
5. Are ranges, stoves, and ovens equipped with accurate thermostats or temperature gauges? Yes No
6. Are refrigerators and freezers equipped with accurate thermometers? Yes No

COMMENTS

3) 5AM/11AM/5PM

INMATE RIGHTS

1. Are inmates provided with written rules and regulations concerning conduct and behavior? Yes No
 - a. Does facility administrator acknowledge inmates rights to basic medical care? Yes No
 - b. Does management recognizes inmate's rights of protection from personal abuse, injury and disease? Yes No
 - c. Does the facility have a program to provide regular exercise for inmates? Yes No
 - d. Do reading materials include applicable law library made available to inmates? Yes No
 - e. Do inmates have formal means by which to voice complaints and grievances? Yes No
2. Are rules and regulations provided in English and Spanish? Yes No
3. Does the facility administrator review inmate's grievances? Yes No

COMMENTS

DBLOCK INMATE CASTILLO - DID NOT RECEIVE HANDBOOK TWU TIME
EBLOCK INMATE MAISONVALE - DID NOT GET HANDBOOK AFTER A CELL SEARCH
CONCERNS ABOUT NOT HAVING ACCESS TO CHURCH AND AA/NA
MADE WRITTEN REQUEST TO DEPUTY SOROL (WAS FOR AA NOT CHURCH)
ABLOCK INMATE DAUGHERTY - PROVIDE HANDBOOK, SHOWER + TOILET WORK
HOWEVER COLD WATER STICKS OPEN AND DOESNT DRAIN WELL
CELL 107 SHORT DURATION ON SHOWER
1 AVINRY
INMATE BROWN - HANDBOOK RECEIVED -

AGENDA SUMMARY

CONSENT: Y



MEETING DATE: 09/01/2016

ITEM #12

TITLE: For Possible Action: Appoint Tyler Minor to the Central Lyon County Vector Control Board, no term defined.

SUMMARY:

There has been a vacancy on this board for some time. CLCVCB requests that Mr. Minor be appointed.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Appoint Mr. Minor

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

LIST OF ATTACHMENTS:

Application
Letter recommending appointment

Lyon County
Application to Serve on Board or Commission

Please note that all information contained in this application is considered public record and available for public review.

Name: Tyler Mihor

Check the Board or Commission for which you are applying (one per application):

- | | |
|---|---|
| <input type="checkbox"/> Dayton Regional Advisory Board | <input type="checkbox"/> Mason Valley Advisory Board |
| <input type="checkbox"/> Mound House Advisory Board | <input type="checkbox"/> Silver City Town Advisory Board |
| <input type="checkbox"/> Silver Springs Advisory Board | <input type="checkbox"/> Smith Valley Advisory Board |
| <input type="checkbox"/> Stagecoach Advisory Board | <input type="checkbox"/> Animal Control Advisory Board |
| <input type="checkbox"/> Silver City Cemetery Board | <input type="checkbox"/> Smith Valley Cemetery Board |
| <input type="checkbox"/> Lyon County Fair Board | <input type="checkbox"/> Dayton Valley Events Center Board |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Mason Valley Mosquito Abatement |
| <input type="checkbox"/> Central Lyon Park & Recreation Board | <input type="checkbox"/> Smith Valley Park & Recreation Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Debt Management Commission |
| <input type="checkbox"/> Regional Transportation Board | <input type="checkbox"/> Room Tax Board |
| <input checked="" type="checkbox"/> Central Lyon Vector Control Board | <input type="checkbox"/> Walker River Weed Control Board |
| <input type="checkbox"/> Advisory Board to Manage Wildlife | <input type="checkbox"/> 911 Surcharge Committee |
| <input type="checkbox"/> Public Administrator | |

Home Address:

Address: 1 Mihor Rd. Dayton, NV 89403 (P.O. box 225)

Phone: (775) 220-4170 Email: twm3645@yahoo.com

Occupation and Business Address:

Job Title: Rancher

Business Name: Mihor Ranch

Address: 1 Mihor Rd. Dayton, NV 89403

Phone: (775) 220-4170 Email: twm3645@yahoo.com

Contact Information: if appointed, the address, phone number and email address you wish to use for your contact information?

Business

Home

How long have you been a resident of Lyon County? 23 years

Are you currently registered to vote? Yes

Have you attended any board or commission meetings in the last year? If yes how many? 3

Have you ever been convicted of a felony or misdemeanor other than minor traffic violations?

Yes

No

If yes please list conviction dates and nature: _____

Board or Commission Application

List boards or commissions you presently serve on or have served on in the past (include dates of service)

Society for Rangeland Management zone councilmen (Feb 2016 - Current)

Education and/or training relevant to the position you are applying for: _____

Bachelor degree in Rangeland Ecology and Management

Bachelor degree in Wildlife Ecology and Conservation.

Born and Raised on Ranch.

Explain briefly why you would like to be appointed to this board or commission: _____

I have an interest in helping the community with the life knowledge I have learned, as well as the knowledge I have attained in college.

By signing this application you agree to attend training classes as scheduled.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed.

Name: Tyler Minor
Signature:  Date: 8/8/16

Please return the application to:

Lyon County Manager's Office
27 South Main Street
Yerington, Nevada 89447
775.463.6531 Fax: 775.463-5305

Notice:

At the meeting to consider your application for appointment to LC VECTOR Bd., the Board or Commission, or the County Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Dated: 8/8/16

By: 
Printed Name: Tyler Minor

August 10, 2016

At their 08/09 meeting the Central Lyon Vector Board selected Tyler Minor to fill the vacancy on the Board.

We ask the Commissioners to confirm and appoint Tyler.

Thank you,

A handwritten signature in black ink, appearing to read "T. Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

C.L.C. Vector Board

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: September 1, 2016

ITEM #13

TITLE: For Possible Action: Approve Temporary/On-call Transportation Officer Position for Lyon County Juvenile Probation.

SUMMARY: The Juvenile Probation Office (JPO) and the District Attorney's Office are responsible for transporting juvenile delinquents to and from detention centers, medical/mental health appointments and court as needed. In the past these transports were carried out by Contractors. This position will allow for JPO and the DA's office to hire Temporary/On-call Transportation Officer Employees in each of our County areas on an as-needed basis.

These hires will be budget-neutral in the JPO/DA salary line item and will be monitored by the department's management staff.

ALTERNATIVES AND/OR RECOMMENDED ACTION: Approve Temporary/On-call Transportation Officer Position.

Budget Implications (Comptroller): Temporary staffing budget was included in the final budget for 2016-2017. The change from a Contractor to Temp employee is budget neutral.

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information: Roger Sayre/Steve Rye

List of Attachments:

AGENDA SUMMARY



CONSENT: Y

MEETING DATE: Sept 01, 2016

ITEM #14

TITLE: For Possible Action: Approve first amendment to Master Services Agreement with Securus Technologies for automated inmate services.

SUMMARY: BOCC approved a Securus Technologies multi-year contract during its November 19, 2015 meeting. Due to non-compatible technology infrastructures, the remote prisoner video-visiting portion of the contract could not be implemented. This portion is being excluded in the amendment. The amendment also reduces the monthly payment of the Automated Inmate Services (AIS) from \$300 per month to no monthly cost to Lyon County.

RECOMMENDED ACTION AND/OR ALTERNATIVES: Approve the amendment as presented.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION: Sheriff Al McNeil

LIST OF ATTACHMENTS:

Amendment

**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and the Lyon County Jail ("you" or "Customer") dated November 30, 2015 (the "Agreement").

WHEREAS Customer and Provider desire to amend the terms as stated herein;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **EXCLUSION OF VIDEO VISITATION.** Provider and Customer desire to exclude Securus Video Visitation from the Agreement and all terms and conditions associated therewith. Therefore, the Sections entitled "VIDEO VISITATION" and "CONNECTUS INMATE SERVICE PLATFORM" on page 12 of the Agreement shall be deleted in their entirety. In addition, the "SECURUS VIDEO VISITATION" and "CONNECTUS INMATE SERVICE PLATFORM" Schedules on pages 15-22 of the Agreement shall be deleted in their entirety.
2. **AIS COST ADJUSTMENT.** As of the First Amendment Effective Date, the AIS™ Application will be offered at no cost to Customer.

All terms and conditions not modified by this First Amendment remain in full force and effect.

All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER:	PROVIDER:
By: _____	Securus Technologies, Inc.
Name: _____	By: _____
Title: _____	Name: Robert Pickens
Date: _____	Title: President
	Date: _____

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

AGENDA SUMMARY

CONSENT: Y



Meeting Date: September 1, 2016

ITEM #15

TITLE: For Possible Action: Approve a 1 year contract for custodial services, at County occupied facilities located in Fernley, with CC Cleaning Service Company, at a cost of \$165.00 per day of service.

SUMMARY:

Lyon County occupies approximately 30,000 sq/ft of office and Senior Services space in Fernley. The County has, for the past several years, been providing custodial service, in Fernley, using contractors. This has proven to be cost effective way to handle these services. Continuing funding for these services was approved during the FY17 budget process.

ALTERNATIVES AND/OR RECOMMENDED ACTION:

Move to approve: Approve a 1 year contract for custodial services, at County occupied facilities located in Fernley, with CC Cleaning Service Company, at a cost of \$165.00 per day of service.

Budget Implications (Comptroller):

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information:

Tim Ogle, Facilities Director
775 463 6551 Ex.1228
togle@lyon-county.org

List of Attachments:

Item A

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: September 1, 2016

ITEM #16

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

SUMMARY:

Per NRS 245.062 and Lyon County Personnel Policy Section 8, the Board of Commissioners needs to approve travel claims paid by the Comptroller's office. Individual department travel claims have been compiled for acceptance by the Board of Commissioners.

ALTERNATIVES AND/OR RECOMMENDED ACTION:

Approve travel claims as presented.

Budget Implications (Comptroller):

N/A.

Approved as to Legal Sufficiency:

N/A.

County Manager's Comments:

N/A.

For Information:

N/A.

List of Attachments:

County travel report.

September 1, 2016

LYON COUNTY TRAVEL

NAME	DESCRIPTION	AMOUNT
Tammy Johnson Dayton Justice Court	Mileage and meals to travel Grant Writing Workshop in Reno 07/25-07/26	118.40
Bennett, Maino Library Board	Mileage for Library Board Meeting 07/26/16	88.56
Allan, Hardcastle, Jones, Retzer Ritter, Bennett Planning Board	Mileage for Planning Commission meeting 08/09/16	247.32
Catherine Schriener Library	Mileage to help with interviews 05/03/16	42.12
Jerry Pattison Sheriff's Dept	Lodging for Office Involved Incident Investigation Training 11/7-11/8/16	270.76
Joy Paterson UNR Co-Op Extension	Meals and Mileage for Various travel for July and August for 4-H Camp	381.96
Penny Valiska, Kiley Cook Human Services	Meals for training in Reno 07/19-07/27/16	160.00
Debra Depaoli Juvenile Master Court	Mileage for August Travel 2016	87.48
	Total	1,396.60

	TRAINING	AMOUNT
Jerry Pattison Juvenile Probation	Office Involved Incident Investigation Training 11/7-11/8/16	225.00
C. Johnson, N. Greenhut Sheriff's Dept	Registration for POST Academy 07/25-10/31/16	1,000.00
Tim Wright Sheriff's Dept	Report Writing Reg 08/11/16	160.00
Ryan Powell Sheriff's Dept	Death & Homicide Registration 12/5/16	550.00
	Total	1,710.00

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: September 1, 2016

ITEM #17

TITLE: For Possible Action: Review and accept County claims and financial reports.

SUMMARY:

Per NRS 244.210, the Board of Commissioners needs to approve claims paid by the Comptroller's office.

ALTERNATIVES AND/OR RECOMMENDED ACTION:

Approve claims as presented. Any claim being refused will be presented separately.

Budget Implications (Comptroller):

N/A.

Approved as to Legal Sufficiency:

N/A.

County Manager's Comments:

N/A.

For Information:

N/A.

List of Attachments:

County claims and financial report.

TOTAL BILLS SUBMITTED FOR APPROVAL ON SEPTEMBER 1, 2016

<u>UNDER DIRECT CONTROL OF BOARD OF COMMISSIONERS</u>	<u>BILLS</u>	<u>PAYROLL</u>
General Fund	367,400.43	652,024.66
Employees Benefits Fund	19,887.71	
Park Construction Tax Fund		
Home Consortium		
Co-Op Extension Fund	1,270.86	2,613.41
Unemployment Fund	12,493.06	
Room Tax Fund	446.82	
Aid to Domestic Violence Fund	180.00	
Vehicle Acquisition Fund		
Fair and Rodeo Fund	73,991.99	
Capital Improvements Fund	50,012.92	
Justice Court Special Assessment Fund	2,138.28	
District Court Restricted Fee's Fund		
Juvenile Probation Special Assessment Fund	24.47	1,029.49
County Library Gift Fund		
Western Regional Youth Facility	5,763.38	40,021.89
911 Surcharge Fund		
Mining Claim Map Fund		
Road Fund	19,116.11	31,523.40
R T C Fund	3,030.99	
Road Improvement Fund		
Indigent Fund	11,853.38	34,381.33
Medical Indigent Fund	105,177.24	5,396.74
Senior Services Fund	11,920.20	21,723.31
Senior Services Donations Fund	639.70	
Animal Control Donations		
<u>ENTERPRISE FUNDS</u>		
Dayton Water Utility Fund	148,015.89	42,752.97
Dayton Sewer Utility Fund	262,589.28	21,417.01
SUB TOTAL CONTROL OF BOARD OF COMMISSIONERS	1,095,952.71	852,884.21

<u>TRUST AND AGENCY FUNDS</u>	<u>BILLS</u>	<u>PAYROLL</u>
Mason Valley Mosquito Control District Fund	334.69	3,416.10
Central Lyon Vector Control District Fund	18,990.00	
Walker River Weed Control District Fund	146.05	1,049.59
Silver Springs GID	576.17	
Willowcreek GID Fund	2,046.37	
DNA Testing	2,687.00	
Mason Valley Swimming Pool Fund	646.64	9,083.88
Silver Springs/Stagecoach Hospital Fund	3,143.36	1,870.97
Fernley Swimming Pool Fund	15,437.03	18,180.66
City of Fernley	341,886.51	
Mason Valley Fire District Funds	12,418.59	29,465.34
North Lyon Fire District Funds	92,039.35	
Stagecoach General Improvement District Fund		
South Lyon Hospital District Fund	153,145.44	
State of Nevada	176,570.08	
City of Yerington	30,809.78	
Fish and Game		
Walker River Irrigation District Fund		
Range Improvement Fund		
Lyon County Bond Fund		
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	222.72	
Smith Valley Fire District Funds	6,722.41	459.07
Central Lyon Fire District Funds	222,497.74	
Carson Water Sub-Conservancy District Fund		
Dayton Valley Ground Water		
Smith Valley Artesia		
Mason Valley Artesia		
Churchill Valley Ground Water		
Truckee Carson Irrigation District Fund		
Fernley Ground Water		
Lyon County Schools	1,117,876.02	
TOTAL BILLS SUBMITTED FOR APPROVAL	3,294,148.66	916,409.82



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

DAVE SNELGROVE
COMMUNITY DEVELOPMENT DIRECTOR

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

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

ITEM # 18

REPORT OF PLANNING COMMISSION HEARING

PLZ-16-0020 Division of Land into Large Parcels Final Map

Meeting Date: September 1, 2016

Owner: William & Dianne Hawhee

Owner's
Representative: Denson Surveying, Inc.

Parcel Number: (APN) 10-291-59

Area Location: Smith Valley

Master Plan: Agriculture

Zoning: RR-5, Fifth Rural Residential

Community Development Director Approval: DS

Request:

The applicant requests a final map be approved for a Division of Land into Large Parcels for the above referenced parcel to be divided into two (2) lots, Parcel 1 at 40.21 acres and Parcel 2 at 70.05 acres, with a total area of approximately 110.26 acres.

Planning Commission Recommendations:

The Planning Commission unanimously recommended **approval** of the requested Final Map of Division into Large Parcels for William and Diane Hawhee (APN 10-291-59), based on the recommended findings and subject to the 12 conditions recommended by staff.

Prior to the recommendation for approval of the Final Map of Division into Large Parcels, the Lyon County Planning Commission **approved** the requested waiver of the requirement to submit a tentative map for a Division of Land into Large Parcels. The Planning Commission's motion to approve the requested Waiver passed unanimously (6-Ayes, 0-Nays, 0-Abstentions) based on the following findings:

- A. The requested waiver of the requirement to submit a tentative map for a division of land into large parcels is a reasonable action in that necessary access improvements are in place and the proposed map can be reasonably considered as being ready for recordation without extensive changes or corrections;
- B. The requested waiver of the requirement to submit a tentative map for a division of land into large parcels is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes
- C. The requested waiver of the requirement to submit a tentative map for a division of land into large parcels will not be detrimental to the public health, safety, convenience and welfare; and
- D. The requested waiver of the requirement to submit a tentative map for a division of land into large parcels will not result in material damage or prejudice to other property in the vicinity.

Alternative Findings and Motions:

Offered below are alternative motions for the Board of Commissioners' consideration.

ALTERNATIVE FOR APPROVAL:

If the Board determines that there is sufficient reason to approve a Final Map of Division into Large Parcels to this applicant, the Board should make findings in support of the request and move to approve with the 12 conditions as listed below. The Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners finds that:

- A. The requested final map of division into large parcels is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. The requested final map of division into large parcels will not be detrimental to the public health, safety, convenience and welfare; and
- C. The requested final map of division into large parcels will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the request for a final map for a Final Map of Division into Large Parcels for William and Diane Hawhee (APN 10-291-59) (PLZ-16-0019), subject to the following conditions:

- 1. The applicant shall comply with all Federal, State, County and special purpose district regulations.
- 2. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Planning Director prior to submitting the map for recordation.
- 3. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Planning Department prior to map recordation.
- 4. The final map shall identify the following:
 - a. All roads or easements that exist or as they may be proposed by the person who plans to divide the land, including Theresa Way;
 - b. Any easements for public utilities that exist or are proposed;
 - c. Any existing easements for irrigation or drainage, including but not limited to, the Burbank Ditch; and
 - d. Any normally continuously flowing watercourses and any easements and rights-of-way or other property interests necessary to implement and maintain any water conveyance, including the Burbank Ditch, and delivery system required by any rule or regulation of the local Irrigation District; and
 - e. Any existing road or easement that the owner does not intend to dedicate, including Theresa Way.
- 5. The corners of each lot are set by a professional land surveyor.
- 6. The form and content of the final map shall be in accordance with Title 11.06.04.
- 7. The applicant shall obtain all necessary approvals and encroachment permits, and coordinate and comply with any requirements placed on this division of land into large parcels map by the Lyon County Public Works Department.
- 8. The following items are required of all development and are provided for informational purposes:
 - a. All septic systems must be inspected and approved by the State Health Department or appropriate agency.
 - b. All construction shall comply with all applicable building and fire code requirements. Building permits shall be issued in compliance with Title 10 and 11 of the Lyon County Code.

- c. Structures placed on these parcels shall adhere to the County's site and setback standards for the RR-5 zoning district as it applies to each parcel.
 - d. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
 - e. No lot shall be offered for sale or sold until the final map has been approved and recorded.
 - f. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Building Department.
9. All property taxes must be paid in full through the end of the fiscal year (June 30) prior to recordation of any final map.
 10. All agricultural deferred taxes must be paid, prior to recordation of any final map, at the discretion of the Lyon County Assessor.
 11. Required recording fees to be paid at time of recording map.
 12. The applicant shall provide the final map of division of land into large parcels to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) pursuant to 11.05.09 of the Lyon County Code. The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.

Alternative for Continuance:

If the Board of Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the request for a Final Map of Division into Large Parcels to this applicant, the Board of Commissioners should make appropriate findings and move to **continue** the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request.

The Board of Commissioners may wish to consider a motion similar to the following:

The Board of Commissioners finds that:

- A. Additional information, discussion and public review are necessary for a more thorough review of the proposed waiver of the requirement to submit a tentative map for a division of land into large parcels and the request for a Final Map for a Division into Large Parcels for William and Diane Hawhee.

Based on the above finding and with the applicant's concurrence, the Board of Commissioners continues the request for a Final Map of Division into Large Parcels for William and Diane Hawhee (APN 10-291-59) (PLZ-16-0019) for ___ days.

Alternative for Denial of the Final Map for a Division into Large Parcels:

If the Board determines that this request for a Final Map of Division into Large Parcels to this applicant should be **denied**, the Board must make findings supporting a denial.

The Board of Commissioners may wish to consider a motion similar to the following

The Board of Commissioners finds that:

- A. There are outstanding issues that must be addressed and the final map is not virtually ready for recordation. Therefore, the final map for a Division of Land into Large Parcels is not appropriate.
- B. There is sufficient reason to treat the proposed final map of division into large parcels as a tentative map.

Based on the aforementioned findings, the Lyon County Board of Commissioners denies the request for a Final Map of Division into Large Parcels for William and Diane Hawhee (APN 10-291-59) (PLZ-16-0019).

General Information

Location:

The site is located at 2588 Highway 208, Smith Valley, NV.

Size:

The subject parcel is approximately 110.26 acres in size.

Background:

Chapter 11.06.02(A) of the Lyon County Code requires that the applicant file a tentative map as the first step in the large lot division process if the land area to be subdivided is between 40 and 640 acres. However, the requirement to file for a tentative map may be waived to afford the applicant the opportunity to file a preliminary and final map at one time.

Chapter 11.06.01(A) of the Lyon County Code, and NRS 278.471(1), establish the criteria for divisions of land into large parcel maps.

Except as provided in subsection B of this section, a proposed Division of Land is subject to the provisions of this chapter if each proposed lot is at least:

1. *One-sixteenth (1/16) of a section as described by a government land office survey; or*
2. *Forty (40) acres in area, including roads and easements.*

Chapter 11.05.01(A) of the Lyon County Code states in part: "If any parcel map or division of land map is submitted for any land which previously has been part of a land division by the parcel map or division of land map process, the county may impose any or all of the said subdivision requirements."

The subject parcel has never been parceled.

Staff Review and Comments:

Denson Surveying, Inc. has filed an application requesting a waiver to the requirements for a tentative map on behalf of the applicant in order to file the final map. The applicant's justification states that there will be no changes to land use, easements or service needs resulting from this division of land.

Staff believes that a waiver of the requirement for submittal of a tentative map should only be approved if there are no outstanding issues, no requirement for improvement plans and the map is virtually ready for recordation. Staff's review of the proposed map indicates that it does meet the criteria for a map that would be ready to record, aside from some minor, technical review items.

The proposed Division of Land into Large Parcel Map does not constitute a repeat parceling or a re-division and is exempt from imposition of subdivision standards.

According to the proposed map the parcels of the proposed Division of Land into Large Parcels are approximately 40.21 acres and 70.05 acres in size. This being the case, the proposed parcels meet the requirements of Chapter 11.06.01(A)(2) of the Lyon County Code, and NRS 278.471(1).

The current RR-5 zoning designation is consistent with the underlying Agricultural Master Plan designation. This zoning allows the land to be divided into minimum 20 acre parcels. According to the Assessor's parcel map, the subject parcels abut lots that vary between approximately 242.50 acres and approximately 10.00 acres in area. All adjacent non-BLM parcels are master planned Agriculture.

The subject property consists of agricultural fields and a home-site located on proposed parcel 1. The applicant wishes to separate the home-site from the larger agricultural portion of the property.

Access to the property is via State Route 208. A 40' wide easement for Theresa Way runs along the easterly boundary of the parcel and will provide access for proposed Parcel 1, the smaller (40.21 acres) of the two parcels. Theresa Way was demoted to a private roadway easement by the County Commissioners in 2008, at the request of the property owner and the Road Manager. The roadway easement is a prescriptive right of way and is no longer a county maintained road due to the earlier commissioner action.

Theresa Way also provides access to those property owners directly adjoining the subject parcel to the North and Northeast. This access will continue in perpetuity for the use of those adjoining property owners. Adequate access is provided for other adjoining parcels via Rivers Rd. and State Route 208.

No roadway improvements or dedication of additional rights of way will be required with this proposed map.

NRS 278.4725(5) requires that divisions of land into large parcels that divide the land into 16 lots or more must not be approved unless:

1. Each lot contains an access road that is suitable for use by emergency vehicles, and
2. The corners of each lot are set by a professional land surveyor.

Theresa Way satisfies the requirement of NRS 278.4725(5) that states "*Each lot contains an access road that is suitable for use by emergency vehicles*".

There are no mapped flood hazard areas on the property.

This area is not within any municipal water or sewer district. The parcels must be served by domestic wells and individual sewer disposal systems (septic systems).

The property is located in an area of General County, and is served by the Smith Valley Fire Protection District.



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

DAVE SNELGROVE
COMMUNITY DEVELOPMENT DIRECTOR

27 S. MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6581
FAX: (775) 463-5305

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

August 9, 2016

William & Dianne Hawhee
P.O. Box 18
Wellington, NV 89444

RE: **HAWHEE, WILLIAM & DIANNE – DIVISION OF LAND INTO LARGE PARCELS TENTATIVE MAP WAIVER – (for possible action)** - Request to waive the requirement for a Tentative Map for a Division of Land into Large Parcels map to divide approximately 110.26 total acres into 2 parcels, the smallest being approximately 40.21 acres in size; located at 2588 Highway 208, Smith, NV (APN 10-291-59) PLZ-16-0019

HAWHEE, WILLIAM & DIANNE – DIVISION OF LAND INTO LARGE PARCELS FINAL MAP (for possible action) - Request for a Division of Land into Large Parcels Final Map pursuant to Chapter 11.06 of the Lyon County Code and NRS 278.471 et seq. The proposed map would divide the approximately 110.26 total acre property into 2 parcels, the smallest being approximately 40.21 acres in size; located at 2588 Highway 208, Smith, NV (APN 10-291-59) PLZ-16-0020

Dear Mr. & Mrs. Hawhee:

The Lyon County Planning Commission, at a duly noticed public hearing held on Tuesday, August 9, 2016, considered the above-referenced application. After making the recommended findings, the Planning Commission passed a motion to approve the Division of Land into Large Parcels, Tentative Map Waiver, and a motion recommending **approval** of the Division of Land into Large Parcels, Final Map, subject to the following conditions:

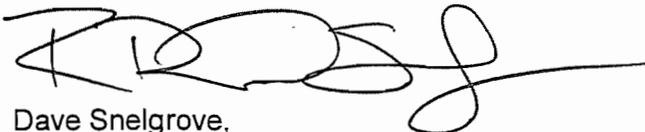
1. The applicant shall comply with all Federal, State, County and special purpose district regulations.
2. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Planning Director prior to submitting the map for recordation.
3. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Planning Department prior to map recordation.
4. The final map shall identify the following:
 - a. All roads or easements that exist or as they may be proposed by the person who plans to divide the land, including Theresa Way;
 - b. Any easements for public utilities that exist or are proposed;
 - c. Any existing easements for irrigation or drainage, including but not limited to, the Burbank Ditch; and
 - d. Any normally continuously flowing watercourses and any easements and rights-of-way or other property interests necessary to implement and maintain any water conveyance, including the Burbank Ditch, and delivery system required by any rule or regulation of the local Irrigation District; and
 - e. Any existing road or easement that the owner does not intend to dedicate, including Theresa Way.

5. The corners of each lot are set by a professional land surveyor.
6. The form and content of the final map shall be in accordance with Title 11.06.04.
7. The applicant shall obtain all necessary approvals and encroachment permits, and coordinate and comply with any requirements placed on this division of land into large parcels map by the Lyon County Public Works Department.
8. The following items are required of all development and are provided for informational purposes:
 - a. All septic systems must be inspected and approved by the State Health Department or appropriate agency.
 - b. All construction shall comply with all applicable building and fire code requirements. Building permits shall be issued in compliance with Title 10 and 11 of the Lyon County Code.
 - c. Structures placed on these parcels shall adhere to the County's site and setback standards for the RR-5 zoning district as it applies to each parcel.
 - d. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
 - e. No lot shall be offered for sale or sold until the final map has been approved and recorded.
 - f. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Building Department.
9. All property taxes must be paid in full through the end of the fiscal year (June 30) prior to recordation of any final map.
10. All agricultural deferred taxes must be paid, prior to recordation of any final map, at the discretion of the Lyon County Assessor.
11. Required recording fees to be paid at time of recording map.
12. The applicant shall provide the final map of division of land into large parcels to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) pursuant to 11.05.09 of the Lyon County Code. The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.

This is not the final hearing or action on this application. The Board of County Commissioners will hear your application for a Division into Large Parcels, Final Map, on September 1, 2016. Their office will notify you of this hearing.

If you have any questions or concerns please feel free to contact this office.

Sincerely,



Dave Snelgrove,
Community Development Director

cc: File

Denson Surveying, Attn: Rick Christian, P.O. Box 528, Yerington, NV 89447
Smith Valley Advisory Board, Attn: Julie Cosner, 459 Upper Colony Rd., Wellington, NV 89444
Lyon County Assessor's Department

EXCERPT OF MINUTES FROM THE PLANNING COMMISSION MEETING
HELD ON AUGUST 9, 2016

1. **HAWHEE, WILLIAM & DIANNE – DIVISION OF LAND INTO LARGE PARCELS TENTATIVE MAP WAIVER – (for possible action)** - Request to waive the requirement for a Tentative Map for a Division of Land into Large Parcels map to divide approximately 110.26 total acres into 2 parcels, the smallest being approximately 40.21 acres in size; located at 2588 Highway 208, Smith, NV (APN 10-291-59) PLZ-16-0019
2. **HAWHEE, WILLIAM & DIANNE – DIVISION OF LAND INTO LARGE PARCELS FINAL MAP (for possible action)** - Request for a Division of Land into Large Parcels Final Map pursuant to Chapter 11.06 of the Lyon County Code and NRS 278.471 et seq. The proposed map would divide the approximately 110.26 total acre property into 2 parcels, the smallest being approximately 40.21 acres in size; located at 2588 Highway 208, Smith, NV (APN 10-291-59) PLZ-16-0020

Mike Hardcastle made a motion to hear both items 1 & 2 together but to vote on each item separately. Audrey Allan seconded and the motion passed unanimously: 6 ayes; 0 nay; 0 abstentions.

Rob Pyzel, Planner, clarified the request and said that this request does qualify for the waiver of the tentative map requirements as it does not represent repeat parceling, both resulting parcels are a minimum of 40 acres in size and the request does not prompt the need for additional improvements.

Mr. Pyzel opened discussion on the letter provided by Mr. Harry Swainston, which was distributed to each of the Planning Commission members prior to the meeting. Mr. Swainston owns the agricultural land directly to the north of the Hawhee property and is concerned that the Burbank Ditch, which has been in place for over one hundred years, is not shown on the proposed map. Mr. Pyzel said that staff was unaware that the ditch existed as there are no documents in place to that affect, but he agrees that now we have been made aware, we will have it located and shown on the map if it is different from those already shown on the map. Mr. Pyzel said condition #4 should be modified to address the ditch.

Mr. Pyzel said that Mr. Swainston was also concerned with his connectivity to Theresa Way located along the easterly boundary of the subject parcel. Mr. Pyzel said that Theresa Way does appear to be a primary access to this portion of Mr. Swainston's property even though the legal access, and address, is from Rivers Rd on the north portion of their property. The parcel map shows a 40' private access and public utility easement connecting directly to the north and we believe that this will provide sufficient access to that parcel. Mr. Pyzel said that staff is recommending approval of this application with the conditions listed in the staff report. He added that condition #4 be revised, as necessary, to include the Burbank Ditch.

Betty Retzer asked for clarification on the access easement. Dave Snelgrove explained that Theresa Way has been and should continue to be the primary access for the subject parcels as well as the property to the north owned by Mr. Swainston. He added that it is important that the access for Theresa Way be extended to the south boundary of the Swainston parcel.

Betty Retzer asked if Theresa Way is a county maintained roadway. Mr. Pyzel said that the Board of Commissioners, in 2008, removed the roadway from the county inventory by making it a private roadway. This was done at the request of a previous Road Manager.

Harold Ritter asked if the conditions of approval are modified today, can the map still move forward as a final map. Mr. Pyzel said it can.

Harry Swainston, Smith Valley resident, reiterated his concerns. Ms. Retzer asked if the Burbank Ditch and the access known as Theresa Way, is addressed on the proposed map. Mr. Swainston said as long as both of those issues are addressed he is happy with the map. In response to a question by Doug Bennett, Rob Pyzel said that Mr. Swainston wrote the comment letter to make sure these issues are addressed. We cannot, by this action, require the applicant to do anything on an adjacent property and that all we can do is condition the property that is the subject of this map. Mr. Swainston provided a little history on how the roadway easement came about. Discussion followed regarding the commissioner action in 2008 that reduced the roadway to a private roadway. He is also concerned with the potential for additional traffic impact along Theresa Way if another residential parcel is approved. Mr. Swainston said he currently uses the roadway for his haul trucks in and out of the homestead located on the south portion of his property. Mr. Swainston said that a notation on the map ensuring access to the parcel to the north would satisfy his concerns.

Dustin Homan, Road Director, read the Agenda Summary provided to the Board of Commissioners in 2008. This summary stated that Lyon County used to maintain Theresa Way but only when maintenance was requested by the property owner. Mr. Homan said that he was not with the county at the time this action took place but it does appear that Theresa Way is the main access to the portion of Mr. Swainston's property located on the south side of the ditch. Mr. Homan agrees that Mr. Swainston does need the access to this portion of his property from Theresa Way. Discussion followed regarding the commissioner's action.

Rick Jones asked if there is any recorded document or map that identifies an easement that could serve as access for Mr. Swainston's property and does Mr. Swainston become landlocked by virtue of this map. Mr. Homan said he believes he could be landlocked except that the modified conditions for an easement to the property previously addressed by Mr. Pyzel would eliminate that situation. He said the easement would terminate at Mr. Swainston's south property line.

Rick Christian, Denson Surveying, said that the applicant has no problem with identifying the easement for Theresa Way all the way from Highway 208 to the North boundary of proposed Parcel 1 as shown on the map. This will inevitably provide access to the residential homesite owned by Mr. Swainston, located just north of the north line of proposed Parcel 1. Mr. Christian said they will describe the easement appropriately on the map as a private access and utility easement.

Regarding the Burbank Ditch, Mr. Christian said there is nothing on record identifying where the ditch lies and he will have to have Mr. Swainston identify the ditch on the ground so it can be added to the map, if it is not already shown.

Discussion followed regarding whether or not the easement for Theresa Way was shown on any previous maps or documents that would prove its extension onto Swainston's property. Mr. Christian said a note could be added to this map stating that the 40' private access and public utility easement is to the benefit of the properties lying to the north and to the east of the subject property. Further discussion ensued regarding how the easements can be used.

Betty Retzer said that it sounds like all of Mr. Swainston's concerns are being addressed and asked if the Planning Commission is ready to make a motion.

Maralyn Abbrott, Smith Valley resident, asked who has access to a private access. Does this allow Mr. Swainston's hay trucks to drive along the roadway easement? Does he, or visitors to

his home, need special permission to use the road? She also asked if the 40' public utility easement is separate from the 40' access easement. Rob Pyzel said the 40' easement combines both the access easement and the public utility easement into one easement. Mr. Snelgrove said that a private access easement can be used as a non-exclusive roadway, by anyone associated with the property owners. It is typically only for the use of the property owners served by that road.

Tom Renner, Smith Valley, discussed a situation with the 10 acre piece with an existing mobile home that was separated from this larger parcel by NDOT recording a deed to the highway property. Betty Retzer said that 10 acre parcel is not the subject here today and should not be discussed as part of this application.

Mike Hardcastle made a motion **approving** the Waiver of the Requirement to Submit a Tentative Map for a Division of Land into Large Parcels for William and Diane Hawhee (APN 10-291-59) (PLZ-16-0019), after finding that the waiver A) is a reasonable action in that necessary access improvements are in place and the proposed map can be reasonably considered as being ready for recordation without extensive changes or corrections; B) is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes; C) will not be detrimental to the public health, safety, convenience and welfare; and D) will not result in material damage or prejudice to other property in the vicinity. Audrey Allen seconded and the motion passed unanimously: 6 ayes; 0 nay; 0 abstentions.

Rick Jones made a motion recommending approval of the Final Map of Division into Large Parcels for William and Diane Hawhee (APN 10-291-59) (PLZ-16-0019), after finding that the Final Map of Division into Large Parcels A) is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes; B) will not be detrimental to the public health, safety, convenience and welfare; and C) will not result in material damage or prejudice to other property in the vicinity, and .subject to the following 10 conditions as modified by mutual agreement between staff and the applicant and a note being added to the map regarding use of the access easement for Theresa Way:

1. The applicant shall comply with all Federal, State, County and special purpose district regulations.
2. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Planning Director prior to submitting the map for recordation.
3. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Planning Department prior to map recordation.
4. The final map shall identify the following:
 - a. All roads or easements that exist or as they may be proposed by the person who plans to divide the land, including Theresa Way;
 - b. Any easements for public utilities that exist or are proposed;
 - c. Any existing easements for irrigation or drainage, including but not limited to, the Burbank Ditch; and
 - d. Any normally continuously flowing watercourses and any easements and rights-of-way or other property interests necessary to implement and maintain any water conveyance,

including the Burbank Ditch, and delivery system required by any rule or regulation of the local Irrigation District; and

- e. Any existing road or easement that the owner does not intend to dedicate, including Theresa Way.
5. The corners of each lot are set by a professional land surveyor.
6. The form and content of the final map shall be in accordance with Title 11.06.04.
7. The applicant shall obtain all necessary approvals and encroachment permits, and coordinate and comply with any requirements placed on this division of land into large parcels map by the Lyon County Public Works Department.
8. The following items are required of all development and are provided for informational purposes:
 - a. All septic systems must be inspected and approved by the State Health Department or appropriate agency.
 - b. All construction shall comply with all applicable building and fire code requirements. Building permits shall be issued in compliance with Title 10 and 11 of the Lyon County Code.
 - c. Structures placed on these parcels shall adhere to the County's site and setback standards for the RR-5 zoning district as it applies to each parcel.
 - d. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
 - e. No lot shall be offered for sale or sold until the final map has been approved and recorded.
 - f. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Building Department.
9. All property taxes must be paid in full through the end of the fiscal year (June 30) prior to recordation of any final map.
10. All agricultural deferred taxes must be paid, prior to recordation of any final map, at the discretion of the Lyon County Assessor.
11. Required recording fees to be paid at time of recording map.
12. The applicant shall provide the final map of division of land into large parcels to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) pursuant to 11.05.09 of the Lyon County Code. The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.

Harold Ritter seconded and the motion passed unanimously: 6 ayes; 0 nay; 0 abstentions.

Denson Surveying

a professional corporation

SURVEYING MAPPING

PLANNING WATER RIGHTS

24 AUSTIN ST. WEED HEIGHTS

P.O. BOX 528 (775) 463-3611

Fax No. (775) 463-1175

YERINGTON, NEVADA 89447

MAY 19, 2016

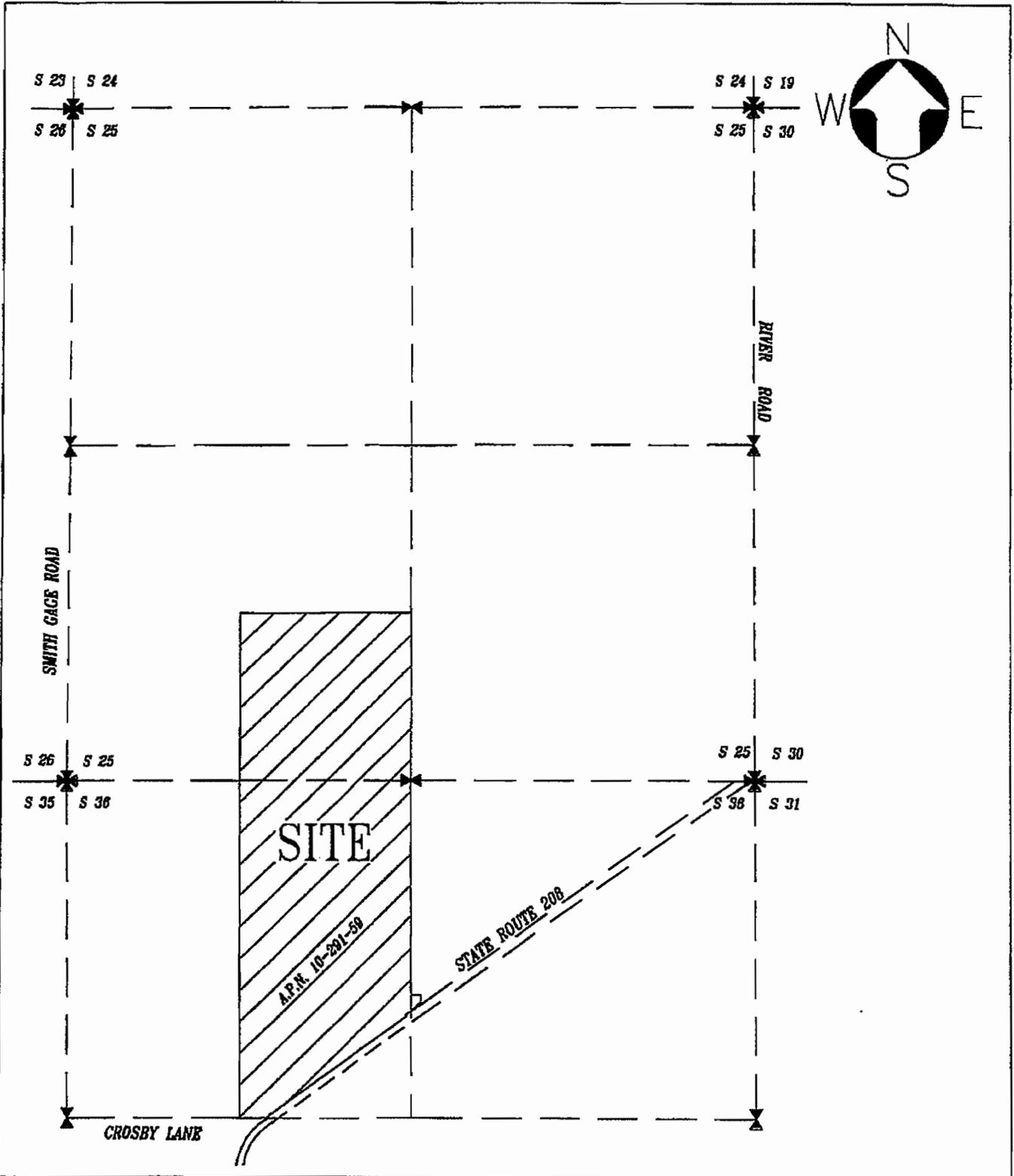
To Lyon County Planning Department:

Description\Narrative:

The owner of the subject property is taking a 110.25 acre parcel and splitting off one 40.21 acre parcel to separate existing residential home.

Sincerely


Rick P. Christian, PLS 11178



VICINITY MAP



Denson Surveying
 a professional corporation
 SURVEYING & MAPPING
 Yerington, Nevada
 (775) 463-3611

FOR:

WILLIAM L. AND
 DIANNE P. HAWHEE

DATE: 5/19/2016

DRAWN BY: REBECCA C.

JOB NO. 16013

CHECKED BY: R.P.C.

COMMENTS PROVIDED BY SWAINSTON-WIGGINS FAMILY PARTNERSHIP, OWNERS
OF THE THE ADJOINING PARCELS (APPROXIMATELY 135 ACRES) TO THE NORTH OF
THE HAWHEE PARCEL I , FOR AGENDA ITEMS PLZ-16-0019 AND PLZ 14-0020 AT THE
PLANNING COMMISSION'S AUGUST 9, 2016 MEETING

ISSUE 1:

A right of way easement for irrigation was not depicted on the proposed tentative map. There exists a right of way easement running diagonally across Parcel 1 and extending southwest to the Rivers Simpson concrete lined ditch. A footprint of it may be seen on the arial photograph (APN 0-291-59) provided by Staff. It was not depicted, however, on the proposed tentative map for the Division of Land into Large Parcels. Chapter 11.06.01A of the Lyon County Code and NRS 278.471(1) require, *inter alia*, the identification on the map of "any easements for irrigation or drainage,..." This deficiency needs to be corrected.

The Burbank ditch, named after the men that constructed it (Samuel M. Burbank and Silas E. Burbank), was cut across what was then unsurveyed public domain land pursuant to the Act of Congress of July 26, 1866 (sec. 2339, U.S. Rev. Stats.) Construing this section, the Nevada Supreme Court in the 1878 case of *Rivers v. Burbank*, 13 Nev. 398, 402 ruled that by Section 2339, Burbank had the right to construct the Burbank ditch over the public domain for agriculture and other purposes named in the section. The Burbank ditch has been used by Swainston-Wiggins and their predecessors, and other neighboring farmers and ranchers, for more than 135 years for watering their cropland and for other agricultural purposes.

In recent years water provided for the Burbank ditch from the West Walker River has been threatened by political and natural forces. The users of Burbank Ditch water have gone to great expense to replace the water conveyancing medium from a dirt ditch to a large diameter PVC pipe. The Burbank pipeline is presently the only WRJD ditch completely encased in plastic pipe. The economies and enviromental benefits have been substantial. A survey of the pipeline as installed may be procured from the Federal Department of Agriculture's NRCS office in Yerington.

The right of way easement provided for by the Act of 1866 and continuously utilized for more than 135 years must be recognized by this Panning Commission and the applicant should be required to prominently depict the right of way on the tentative map under consideration. Commission approval should be withheld until this is accomplished.

ISSUE 2:

Theresa Way runs from Highway 208 north to the Swainston-Wiggins property. Staff Review and Comments state that "Theresa Way is wholly located on the subject property and does not provide access to any other parcels in the area." This statement is false and misleading. It was recently noted in Mary Ann Miller's book, *A History of Smith Valley, Nevada, and Outlying Areas: Bridgeport and Antelope Valley, California* (copyright 2016, Mechling Bookbindery): "Theresa Way fittingly is the name for the dirt road that heads north to the old Ed Levielle two story brick home and ranch." The ranch house was constructed by a family named Chichester in the 1920's and they and subsequent owners used what is now called Theresa Way continuously for access. The Swainston-Wiggins

partners presently own the old Chichester/Ed Leveille property. One of them, with a deceased brother, bought it in 1963. Theresa Way provides the only means of ingress and egress to the Leveille parcel. Trucks transporting alfalfa hay stacked at the Leveille place must necessarily use Theresa Way as the only means of access. It provides the only road access for irrigators to reach the gate valves that control the switching of water from the Burbank pipeline. Approval of the tentative map should be withheld until the full impact of the additional traffic on Swainston-Wiggins use of Theresa Way is addressed and mitigated.

Staff Review and Comments state: Theresa Way was demoted to a private roadway easement by the County Commissioners in 2008, at the request of the property owner. Swainston-Wiggins received no notice of this pending action at the time, The demotion came as a surprise to Swainston-Wiggins when they received the staff comments for the Planning Commission's planned consideration of the tentative map. Oddly, the Lyon County Roads Department still maintains a listing that identifies Theresa Way as a county maintained road. This conflicting information needs to be revisited before approval of the tentative map is considered. Reinstatement of County maintenance should be considered as a mitigating measure for the inevitable increase of traffic.

AGENDA SUMMARY



CONSENT: Y

MEETING DATE: August 7, 2008

ITEM # _____

TITLE: Discussion and Possible Action on Removing Theresa Way from the Road Maintenance Inventory

SUMMARY:

Lyon County Building Department received a request for an address on Theresa Way in Smith Valley from a property owner a Mr. Daniel Shehady who wants to place a new structure on his property but does not want an address of HWY 208. The Road Division was requested to look at the ownership status of Theresa Way. According to the road inventory Theresa Way is a prescriptive right road, meaning the County only has the right to what we maintain; in searching the record documents I can not find any documents affirming the County's ownership of the Road. According to the road inventory the road is 0.71 miles in length; and travels north from Hwy 208 in Smith Valley. In checking with the maintenance crews the County has not maintained this road in three (3) years and the only time we did maintain the road is when they called and requested the road be graded. The road was accepted into the maintenance system November 10, 1980 by the Lyon County Board of Commissioners.

The property owner desires the road to be a private and claims it is all located on his property. The property to the east of the road is owned by R.N. Fulstone Company and the property to the north end of the road is owned by Swainston. The Road Division concurs that the road should be private it has no connection points with any of the roadway system in the valley and is only used by the property owner and maybe the Fulstones and Swainston. The Fulstones and Swainston both access to to either a county road or state highway. If the Commissioners remove the road from the maintenance system, the County releases any interest in road and all interest reverts back to the property owners.

ALTERNATIVES AND/OR RECOMMENDED ACTION:

The Board of Lyon County Commissioners approves the removal of Theresa Way from the Road Maintenance Inventory and Directs the Road Division to Stop Maintaining the Road.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION: Gary W. Fried, Road Manager

LIST OF ATTACHMENTS:

Map

*Approved
8-7-2008
Consent Agenda
5-0
By Boc
Gary W. Fried*

Nov. 10, 1980
Book V, PAGE 411

has had the Road Department accumulate maps of each area in the county and make a list of the roads now being maintained by the Road Department. On this list it indicates the name of the road, the lineal footage and the width. If someone wants to know if a road is being maintained by the county, they will have something to go by. He asked the Board if this list could replace the motion in 1977. On September 6, 1977, the Board moved that all roads in existence prior to that date, be accepted by the county.

Ed Maloney moved to adopt the list and maps presented November 10, 1980 for maintenance of county roads which shall supercede the motion of September 6, 1977. Motion seconded by John Poli and passed unanimously. The county maintained roads are as follows:

- | | | | | |
|----------|--------------------|-----------------|------------------|------------------|
| Fernley: | West St. | East St. | Ruby St. | Comstock Dr. |
| | Mortensen Ln. | Front St. | Dallas St. | Poplar St. |
| | First St. | Cottonwood Ln. | Rancho Rd. | Circle Dr. |
| | Ricci Ln. | Elm St. | Fremont St. | Alder St. |
| | Vine St. | N. Canal Rd. | Diable Circle | Stock Ln. |
| | Carol Way | Bow St. | Margaret Wy. | Feather St. |
| | Dennis Way | Flint St. | Truckee Ln. | Arrow St. |
| | Sage Dr. | 7th St. | Mull Ln. to pit | 6th St. |
| | Hardy Ln. | B St. | Westerland Ln. | C St. |
| | Shadow Ln. | D. St. | Sierra St. | E. St. |
| | Palomino | F St. | Appalosa Wy. | G St. |
| | Fargo Wy. | Earth Circle | Suzanne Ct. | Maple St. |
| | Pioneer Ct. | Concord Circle | Diane Wy. | Sycamore St. |
| | Curry | Spruce Dr. | Willow Way | Cedar St. |
| | Out of Town Pk Rd. | Miller Ln | Sunflower Ln. | Country Dr. |
| | Clover Ln. | McCart St. | Whipple Tree | Center St. |
| Alleys: | Center to East | East to Front | Poplar to West | First to Hwy 50 |
| | N. Miller Alley | Cedar to Center | Hardy to Hwy 95A | Sewer Plant Rd. |
| Smith | | | | |
| Valley: | Albright Ln. | River Rd. | Artesia Rd. | Rowntree Ln. |
| | Artist View | Saroni Rd. | Burke Drive | Smith Gage Rd. |
| | Canal Rd. | Theresa Wy. | Carter Ln. | Upper Colony Rd. |
| | Circle Dr. | Wedertz Ln. | Crosby Lane | Wild Peach Lane |
| | Day Lane | Delphi Rd. | Delphi Fork | Desert Creek Rd. |
| | Foothill Rd. | Fulstone Rd. | Grant View Dr. | Hardie Lane |
| | Harrison | Hoye Canyon | Hudson Aurora | Hudson Way |
| | Hunewill Lane | Jessen Rd. | Marney Ln. | Mason Pass |
| | Mesa Dr. | Miller Ridge | Pinon Dr. | Pit Rd. |

GRADING, PATCHING AND ROAD MAINTENANCE

Shewan Lane, Smith Valley
AREA

DATE	PROJECT DESCRIPTION	EQUIPMENT USED
12/7/79	Grade road (Swisschwin)	LY-47
7/1/80	Grade road	LY 47
<u>1982</u>		
4/7	Grade	LY-47
5/22	Ditch maintenance	LY-47
4/23	Ditch	LY-47, 401, 22
4/22	Ditch	LY-47
<u>1983</u>		
2-11	Haul 50000 lbs	LY-47
2-15	Ditch	LY-47
2-15	Grade	LY-47
9/22	Grade	LY-47

SMITH VALLEY AREA - NONMAINTAINED MILES

Revised: (11/28/2011)

ROAD #	ROAD NAME	FROM	TO	ROW WIDTH	ROAD WIDTH	AC	CS	GR	NG	Minor	Local	Collector	Arterial	REMARKS
1170	Theresa Way	SR 208	End	25' PRIV	14'					X				Removed from maintenance BOC8/07/08
1174	Valley View Dr.	SR 829	1098' southwest	50' RE	24'			0.21		X				Map # 121429 & DOC # 270839
1174F	Walters Ln.	Artist View	2823' south & west	50' RE	24'			0.53		X				Map # 171714, 171715, 171716
NEW	West Sierra View Dr.	Desert View Dr.	Sierra View Dr.	50' PRIV	24'					X				Map # 350063
NEW	West Sierra View Dr.	Desert View Dr.	617' northwest	50' PRIV	24'					X				Map # 405696
NEW	White Mountain Way	Rickey Canyon Cir.	1326' south	50 AE	10'				0.25	X				Map # 97275 & 334581
780D	White Sage Ct.	Chaparral Dr.	250' northwest	50' DR	24'			0.05		X				Map # 197022
NEW	Wild Poppy Ct.	West Sierra View Dr.	448' southeast	50' PRIV	24'					X				Map # 350063
1177	Yellow Sage Dr.	North Star Dr.	Hawk View Rd.	60' DR	28'			0.59		X				Map # 40299A & 199979

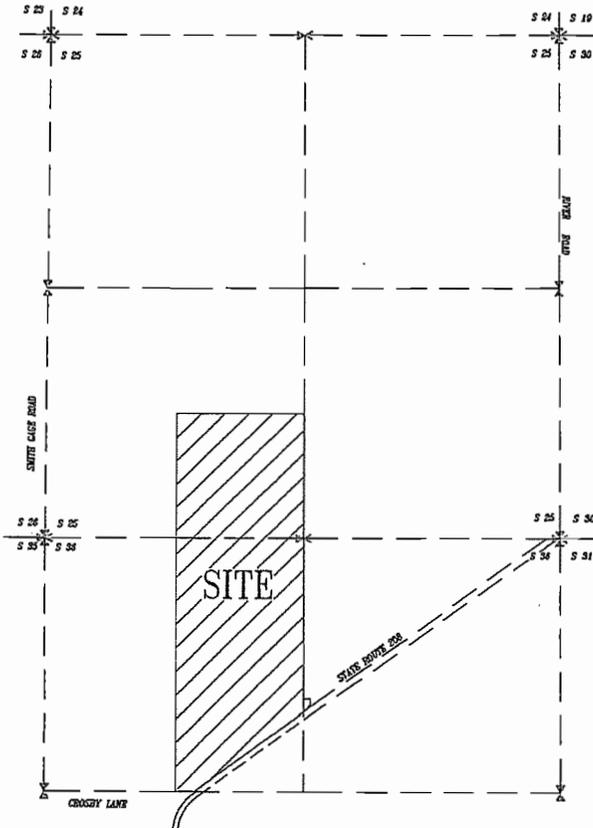
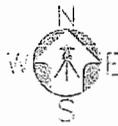
TOTAL THIS PAGE:

0.00 0.00 1.38 0.25

TOTAL SMITH VALLEY NONMAINTAINED MILEAGE :

0.29 0.00 15.85 12.45

TOTAL AREA SURVEYED
110.25 Acres



VICINITY MAP
NOT TO SCALE

S.I.S. CERTIFICATE

A digital copy of this map has been delivered to the Lyon County
C.I.S. Departments.

Lyon County
By _____ Title _____ date _____

COUNTY COMMISSIONERS CERTIFICATE

Approved and accepted by the Board of Lyon County Commissioners
at their official meeting on _____ day of _____ 2016.

ATTEST:
Nikki Bryon, County Clerk

RIGHT TO FARM ACT

The lands shown hereon are subject to the provisions of Nevada Revised Statutes 40140 and chapter 10.15 Lyon County Code, the Right to Farm. Lyon County has determined that the highest and best use for agricultural operations and it will not consider the inconvenience or discomfort arising from the related agricultural operations to be a nuisance if such operations are legal, consistent with accepted customs and standards and operated in a non-negligent manner.

W.B.I.D. CERTIFICATE

The Irrigation and Drainage Easements shown on this map have been checked and approved together with a review and confirmation of _____ equivalent water right acres within the boundaries of the Water River Irrigation District.

By _____
Water River Irrigation District Date: _____

OWNER'S CERTIFICATE

The undersigned does hereby certify that they are the owners of the tract of land represented hereon, and do hereby consent to the preparation and recordation of this map and do hereby dedicate and set aside all easements as shown.

William L. Hewhee _____ Dianne P. Hewhee _____

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____ 2016 did personally appear before me, a notary public, _____ who acknowledged _____ executed the above instrument.

In witness whereof I have set my hand and seal the day and year in the certificate first written above.

NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____ 2016 did personally appear before me, a notary public, _____ who acknowledged _____ executed the above instrument.

In witness whereof I have set my hand and seal the day and year in the certificate first written above.

NOTARY PUBLIC

NOTES:

1. Roads designated as public roads as shown upon this map will not be eligible for county maintenance until they are improved (at no cost to the county) to public maintenance road standards approved by the County Commission and are in effect at such time that the roads are considered for acceptance into the county's road system.

2. Acceptance by Lyon County of this parcel map is not a commitment that any or all of the lots are eligible for a county building permit.

3. The city, county, school district and special districts are not obligated to furnish any service, specifically mentioning fire protection and roads, to the land so divided and that any public utility may be arbitrarily free of obligation.

SURVEYOR'S CERTIFICATE

I, Rick P. Christian, a Professional Land Surveyor Licensed in the State of Nevada, certify that:

- This plot represents the results of a survey conducted under my direct supervision at the instance of Dianne Hewhee.
- The lands surveyed lie in Sections 25 & 30, Township 11 North, Range 23 East, M.D.M. and the survey was completed on 2016.
- This plot complies with the applicable State statutes and any local ordinances in effect on the date that the governing body gave its final approval.
- The monuments depicted on the plan are of the character shown, occupy the positions indicated and are of sufficient number and durability.



RIK P. CHRISTIAN PLS 11178

COUNTY ENGINEER'S CERTIFICATE

I hereby certify that I have examined this plot of a division of land lying in Sections 25 & 30, Township 11 North, Range 23 East, M.D.M. and am satisfied that it is technically correct.

COUNTY ENGINEER DATE

COUNTY CLERK'S CERTIFICATE

I, Nikki Bryon, Lyon County Clerk/Treasurer, hereby certify that there are no liens for unpaid state, county, city, or local taxes or special assessments and that all taxes for the fiscal year have been paid on the property the subject of this map. (NRS 210-231-59)

DATE Nikki Bryon Lyon County Clerk/Treasurer

PLANNING COMMISSION APPROVAL

This plot has been examined and found to be substantially conformable with the Tentative Map approved by the Planning Commission on the _____ day of _____ 2016, and all conditions imposed upon its approval have been satisfied.

Community Development Data Planning Commission Date
Director Chairman

RECORDER'S CERTIFICATE

Filed for record at the request of _____ on this _____ day of _____ 2016 at _____ minutes past _____ o'clock _____ M in the official records of Lyon County, Nevada.

FF COUNTY RECORDER
FILE # _____ BY _____ DEPUTY

SHEET 1 OF 2 ZONING RES

A
DIVISION INTO LARGE PARCELS
FOR
WILLIAM L. & DIANNE P. HAWHEE
A DIVISION OF LAND LYING IN THE EAST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 30 NORTH OF STATE ROUTE 206,
AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25
TOWNSHIP 11 NORTH RANGE 23 EAST
MOUNT Diablo MERRIAM
LYON COUNTY, NEVADA

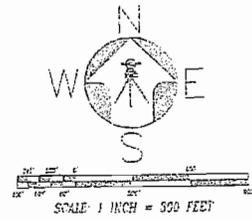
Drawn by Dianne Hawhee a professional geographer DESIGNER & MAPPER JENNIFER HAWHEE CITY OF LAS VEGAS	SCALE # 16013	MAP # 16013	DATE 5/18/16	DRAWN BY REBECCA C.
---	------------------	----------------	-----------------	------------------------

TOTAL AREA SURVEYED
110.25 Acres

PK NAIL IN TOP
OF SECTION CORNER
PER R/S #179222

LINE TABLE

L1	N65°14'10"E	22.55'
L2	S84°41'17"W	49.19'
L3	S88°40'53"E	98.76'
L4	N60°10'04"E	128.25'
L5	N74°31'41"E	76.86'
L6	N17°18'19"E	80.29'
L7	N36°34'53"E	226.41'



BASIS OF BEARING
The bearing of this survey are based on the West line of the SW 1/4 of Section 25 as shown on RS no. 490751 of Lyon County records as bearing S 00°14'21" W.

PUBLIC UTILITY EASEMENT NOTE

All Public Utility Easements shown on this map are as follows:
5.00' On both sides of interior fallines or as shown
10.00' Along all roadways and of exterior boundaries, or as shown

LEGEND

- Section corner, as noted
- 1/4 Section corner, as noted
- Found 5/8" rebar w/cap PLS 11178
- Found 5/8" rebar w/cap PLS 4045, or as noted
- See public utility easement note (PUE)
- Record data per RS No. 326642

REFERENCE DOCUMENTS

DOC. NO.	TITLE
490751	A RECORD OF SURVEY FOR ANGELO GROSS PROPERTY ()
181550	A DIVISION INTO LARGE PARCELS MAP FOR JAMES A. MARE AND SANDRA R. MARE ()
286069	A DIVISION INTO LARGE PARCELS MAP FOR LAUREN AND MARY MARGARET WARD
181478	A RECORD OF SURVEY FOR JAMES A. MARE AND SANDRA R. MARE ()
179222	A RECORD OF SURVEY FOR PINEHURST RANCH CATTLE COMPANY
271659	A BOUNDARY LINE ADJUSTMENT FOR WILLIAM PULSTONE TRUST, ET AL
540589	GRANT, BARGAIN AND SALE DEED FOR WILLIAM L. HAWHEE AND DIANNE P. HAWHEE
BOOK 25, LYON COUNTY DEEDS PG 470	AIMEO MENCARINI AND ETTORO MENCARINI

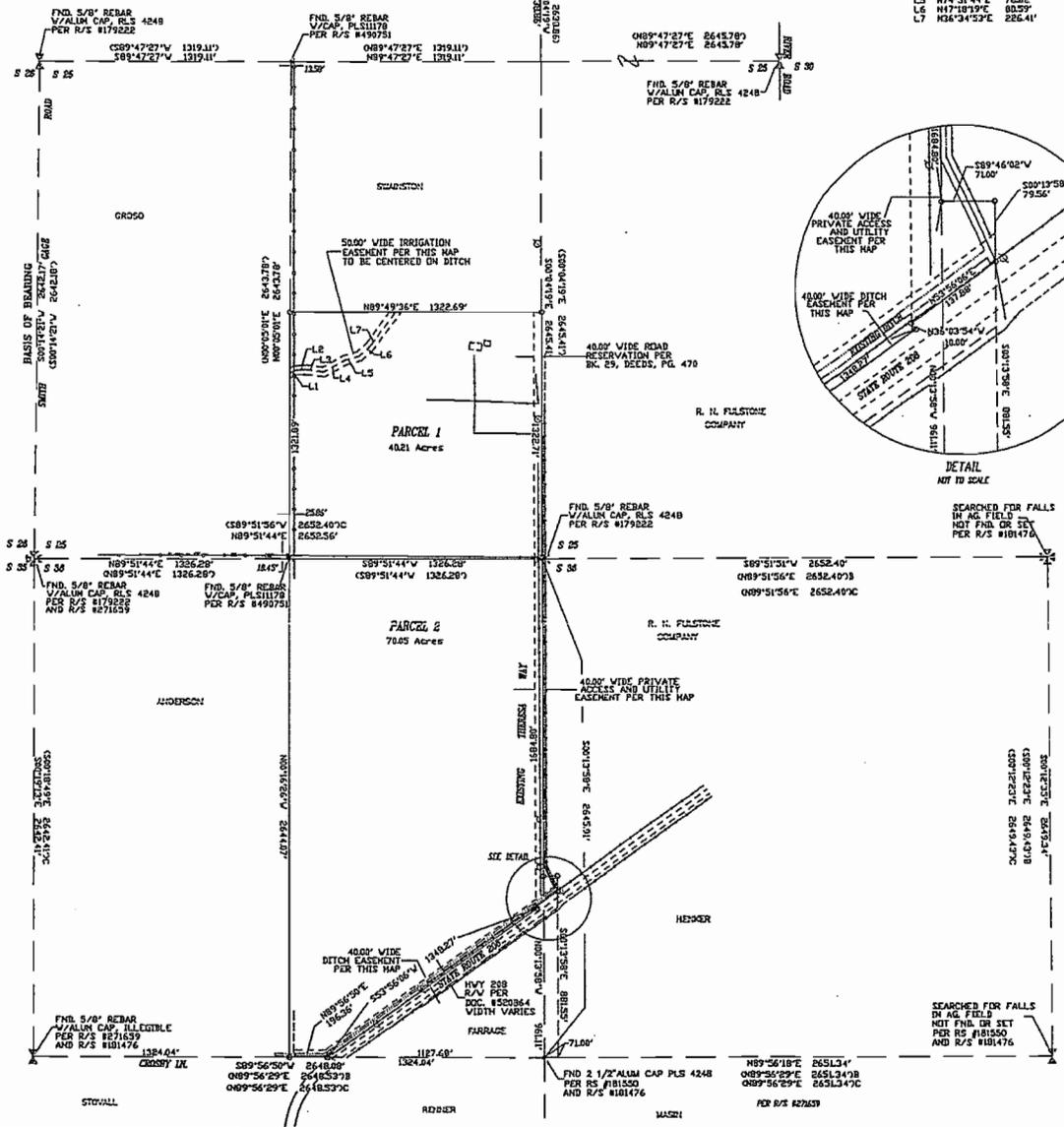
SECTION 2 OF 2

RANGING RES

A
DIVISION INTO LARGE PARCELS
FOR
WILLIAM L. & DIANNE P. HAWHEE
A DIVISION OF LAND LYING IN THE EAST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 36 NORTH OF STATE RANGE 20A
AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25
TOWNSHIP 11 NORTH RANGE 23 EAST
MOUNT DIABLO MERIDIAN
LYON COUNTY, NEBRASKA



Rick P. DeWitt Surveyor (781) 428-3641	BOOK #	MAP #	DATE BY
	16013	16013	5/18/16
	REVISION P/LC	DATE	DRAWN BY
16013		5/18/16	R.P.C.





LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

DAVE SNELGROVE
COMMUNITY DEVELOPMENT DIRECTOR

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

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

ITEM # 19

REPORT OF PLANNING COMMISSION HEARING

PLZ-16-0018 Expansion of an existing legal non-conforming use to allow an office addition and interior remodel to Central Lyon County Fire Protection District Fire Station #35

Meeting Date: September 1, 2016

Property Owner: Central Lyon County Fire Protection District

Applicant: Same

Area Location: Dayton

Parcel Number: (APN) 016-403-37

Master Plan: Public/Quasi-Public

Zoning: C-2 (General Commercial) and NR-1 (Non-Rural Residential-6,000 sq. ft. min.)

Case Planner: Rob Pyzel

Community Development Director Approval: DS

Request:

The applicant is requesting to modify an existing legal non-conforming use (Central Lyon County Fire Protection District Fire Station #35) to allow for a 4,736 square foot ("sq. ft.") office space addition to the north side of the existing Fire Station #35. The addition would add office space, a conference room and restroom facilities to the existing fire station floor plan and match the existing exterior architecture, building materials and colors. The application includes a remodel of 3,615 sq. ft. within the existing interior to provide more space for the existing kitchen area, day room, workout gym and staff offices.

STAFF RECOMMENDATION:

Staff recommends approval of the Special Use Permit based on the Findings and Recommended Conditions of Approval as listed in the staff report.

PLANNING COMMISSION RECOMMENDATION

At their meeting on August 9, 2016, the Planning Commission unanimously recommended approval of the Special Use Permit, based on the recommended findings and subject to 10 conditions of approval.

Offered below are alternative motions for the Board of Commissioners consideration.

Alternative Motion for Approval:

If the Board of Commissioners determines that there is sufficient reason to approve the Special Use Permit for this applicant, the Board should make findings in support of the request and move to approve the request. The Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners finds that the proposed use at the specified location:

- A. Is consistent with the general purpose and intent of the applicable zoning district regulations;
- B. Will not cause an adverse, visual impact to the surrounding area
- C. Will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and is compatible with and preserves the character and integrity of adjacent development and neighborhoods or includes improvements or modifications either on-site or within the public right-of-way to mitigate development related to adverse impacts such as noise, vibrations, fumes, odors, dust, glare or physical activity;
- D. Will not be detrimental to the public health, safety, convenience and welfare; and
- E. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned Findings, the Lyon County Board of Commissioners approves the Special Use Permit for Central Lyon County Fire Protection District, to allow for expansion of an existing legal non-conforming use (Central Lyon County Fire Protection District Fire Station #35) for a 4,736 sq. ft. office addition to the existing Fire Station #35 (APN 016-403-037) PLZ-16-0018, subject to the following 10 conditions:

1. Compliance with the following conditions of the previous special use permit(s):
 - a. Compliance with all County, State and Federal requirements; and
 - b. Annual review
2. The applicant shall obtain a building permit for the office remodel.
3. The applicant shall comply with all applicable fire, building, zoning and improvement code requirements.
4. If outdoor lighting is provided, it shall comply with the outdoor lighting requirements of Chapter 10.20 of the Lyon County Code.
5. The applicant shall comply with Lyon County's 1996 (revised) drainage guidelines. The property owner shall be responsible for maintenance of all roads, walks and drainage facilities within the development, as well as the storm water detention facilities, if applicable, whether it is onsite or offsite. Lyon County shall have no financial responsibility for maintenance of these facilities.
6. All of the requirements placed on the special use permit by the County Building Official, Central Lyon County Fire Protection District, Community Development Director, and other agencies with jurisdiction shall be met prior to the applicant commencing use of the site.
7. The applicant shall acquire all State, County and special purpose district permits and obtain all necessary public inspections.
8. Any modification, expansion, intensification or material change in use or operation shall require an application for and public hearings on a expansion of legal non-conforming use pursuant to Lyon County Code.
9. The substantial failure to comply with any conditions imposed on the issuance of a special use permit or the operation of a special 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 special use or the non-use of the permit for a year may result in the institution of revocation proceedings.
10. Annual review - The special use permit is subject to annual review by Lyon County.

ALTERNATIVE FINDINGS AND MOTIONS:

The alternative motion suggested below is offered for Board of Commissioners consideration if they determine that the recommended action is not appropriate.

Alternative Motion for Continuance:

If the Board determines that additional information, discussion and public review are necessary for a more thorough review of the Special Use Permit, the Board should make the appropriate finding and move to **continue** the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request. The Board may wish to consider a motion similar to the following:

The Board of Commissioners finds that:

- A. Additional information, discussion and public review are necessary for a more thorough review of the proposed special use permit.

Based on the above finding and with the applicant's concurrence, the Lyon County Board of Commissioners continues the request for a special use permit for Central Lyon County Fire Protection District, to allow for expansion of an existing legal non-conforming use (Central Lyon County Fire Protection District Fire Station #35) for a 4,736 sq. ft. office addition to the existing Fire Station #35 (APN 016-403-037) PLZ-16-0018, for ___ days.

Alternative Motion for Denial:

If the Board determines that the request for a Special Use Permit should be **denied**, the Board must make findings supporting a recommendation for denial. The Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners finds that the proposed use:

- A. will be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and is incompatible with and detrimental to the character and integrity of adjacent development and neighborhoods, nor has the applicant proposed mitigation of adverse impacts such as noise, vibrations, fumes, odors, dust, glare or physical activity related to the proposed project.
- B. will be detrimental to the public health, safety, convenience and welfare; and
- C. will result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners denies the special use permit for Central Lyon County Fire Protection District, to allow for expansion of an existing legal non-conforming use (Central Lyon County Fire Protection District Fire Station #35) for a 4,736 sq. ft. office addition to the existing Fire Station #35 (APN 016-403-037) PLZ-16-0018.

GENERAL INFORMATION

Location:

The property is located at 231 Corral Drive, Dayton, NV

Size:

The subject parcel is 1.068 acres in size.

Background:

Staff was unable to identify how the fire station was approved given the existing split-zoning on the subject site and that neither of zoning district (NR-1 and C-2) currently allow public facilities such as fire stations even subject to approval of a special use permit. In researching the records, it appears that B.C.B. Ventures and Landmark Homes and Development, Inc. agreed to set aside the land, constructed the fire station, and subsequently conveyed the site and structure to the Central Lyon County Fire Protection District (Lyon County Recorder's Office Documents #236653 and #245707).

The Central Lyon County Fire Protection District ("District") was issued a special use permit in October 1995 to utilize a commercial coach as temporary office space while the fire station was under construction. This special use permit was subsequently revoked once the use was no longer needed.

Based on these actions, staff is of the opinion that the fire station was allowed in those zoning districts at that point in time and the code sections for the NR-2 and C-1 zoning districts were subsequently changed. As such, the District's Fire Station #35 is considered a legal non-conforming use (i.e., a use that was in conformance at the time of construction and initial operation, but has subsequently been rendered non-conforming due to a change in the current zoning codes).

Staff Review and Comments:

Title 10.08 of the Lyon County Code ("LCC") regulates non-conforming uses and structures. Section 10.08.02 states the following:

"10.08.02: EXPANSION OF NONCONFORMING USE:

A nonconforming use of land or building shall not be extended or expanded except by special use permit. Minor modifications and maintenance necessary to said continuing condition is permitted."

As noted above, staff is of the opinion that the fire station was allowed at that time and the code sections for the NR-1 and C-2 zoning districts have subsequently changed, rendering the fire station as a legal non-conforming use.

The 2010 Comprehensive Master Plan shows the subject site having a Master Plan designation of Public/Quasi-Public which is compatible with the existing fire station use.

The property has split-zoning with the northern portion fronting on Corral Drive zoned NR-1 (Single-Family Non-Rural Residential) which reflects the zoning designation within the residential development that abuts the subject site to the north while the southern portion zoned C-2 (General Commercial) which reflects the zoning of the surrounding properties to the south that front onto Hwy. 50.

The subject site is not located within a FEMA-designated flood zone.

To the north, the fire station has access into the Desert Winds at Sutro Phase 1 single family residential subdivision. To the south, the fire station intrudes into the commercial properties that front onto Hwy. 50 with access coming from Medical Center Drive east of the Carson Tahoe medical facility located at the Fortune Drive/Medical Center Drive intersection.

The application materials show that the proposed addition will consist of a new public entrance/waiting room with a reception area, office space, a conference room, a training room, a kitchenette, a janitor's closet with a utility sink and three new bathrooms.

The addition will be one-story in height. The exterior building materials will be stucco with a brick accent wainscoting along the bottom of the building elevations and a metal roof. The proposed addition will reflect the existing fire station architecture, building materials and colors.

In addition to the existing 19 on-site parking spaces, the applicant will be adding an additional 5 on-site parking spaces for a total of 24 on-site parking spaces. This amount of on-site parking exceeds the minimum requirements (two per residential unit: 5 units = 10 spaces; office use requires 1 space per 500 sq. ft. gross = 9). However the additional parking spaces will better suit the facility when complete as the floor plan includes a conference room and a training room that can handle larger gatherings than standard operations. In addition, the associated on-site improvements will include modifying the radius curve from Medical Center Drive into the apparatus bays to ease the turning movements of the fire equipment into the fire station. A new fence with a gate will also be added to prevent people from driving through the fire station site to and from the subdivision.

A portion of existing landscaping consisting of hardscape (sidewalk and curbing), landscape rock and cobble, shrubs and lawn between the existing fire station building and Corral Drive will be removed to allow for the fire station addition. However, due to consideration in the floor layout and building design, the office addition will not remove any of the existing trees.

Access:

Access to the subject site is from both Medical Center Drive and Corral Drive. Both roadways are improved and have proven suitable for circulation around the fire station with emergency equipment and the public. It is not anticipated that any further access improvements will be required at this time.

Water Supply and Wastewater Treatment:

The parcel is served by Dayton Utilities for domestic water service and sewer service. With the addition of three restrooms and a janitor's closet with a utility sink, there will be additional water service required. However, Dayton Utilities has sufficient capacity within its water and sewer service facilities to handle the additional demand and as such, no adverse impact is likely to occur or would require an increase in the size of the existing services to the public or the County.

Exterior Lighting:

Lyon County Code, Chapter 10.04.01(C)(2)(d), requires that:

"d. If lighting is provided, it shall be so arranged to reflect away from residential areas, any public street or highway."

Lyon County Code Chapter 10.20, Outdoor Lighting Control, sets forth the requirements that must be followed for building and outdoor site lighting.

Emergency Services:

The subject parcel lies within the Central Lyon County Fire Protection District boundaries. The Fire District provides fire and emergency medical services to the subject parcel.

The Central Lyon County Fire Protection District is the agency having jurisdiction regarding compliance with the International Fire Code. The proposed project will need to conform to the Fire Code as required by the Fire District, including but not limited to, emergency access, water supply, fire flows and building construction, if applicable.

The Lyon County Sheriff's Department provides law enforcement services.

Consistent with General Purpose and Intent of Applicable Zoning District Regulations:

The fire station is in conformance with the 2010 Comprehensive Master Plan land use designation. Even though the fire station is considered a legal non-conforming use, the fire station is a use that is consistent with the general purpose and intent of both the NR-1 (Single-Family Non-Rural Residential) and C-2 (General Commercial) zoning districts regulations as fire stations are frequently located within both residential zoning districts as well as commercial zoning districts in order to provide a rapid response for the public when necessary.

No Adverse Visual Impact to the Surrounding Area:

The addition's architecture, building materials and building colors will match the existing fire station and blend into the existing surrounding single family residential neighborhood.

Compatible with Adjacent Development or Includes Sufficient Mitigation Measures:

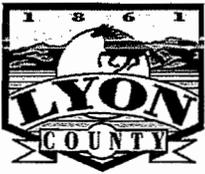
As noted above, the addition's architecture, building materials and building colors will match the existing fire station and blend into the existing surrounding single family residential neighborhood. Exterior lighting will not reflect on the surrounding adjoining properties per the Lyon County Code requirements. There will be the occasional noise associated with emergency services equipment's sirens, but the use of sirens are an occasional disruption necessary to the function of the District.

Not Detrimental to Public Health, Safety, Convenience and Welfare:

Staff is not aware of any issue involved with the proposed fire station addition that would be considered detrimental to the public health, safety, convenience or welfare.

No Material Damage or Prejudice to Property in the Vicinity:

There is no evidence that would support a claim that the proposed fire station addition would cause material damage or prejudice to a property in the vicinity.



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

DAVE SNELGROVE
COMMUNITY DEVELOPMENT DIRECTOR

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

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

August 9, 2016

Central Lyon County Fire Protection District
Attn: Chief Gillenwater
231 Corral Drive
Dayton, NV 89403

RE: **CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT – SPECIAL USE PERMIT (for possible action)** – Request for a Special Use Permit for the addition of 4,736 sq. ft. of administrative office space to the existing fire station facility; located at 231 Corral Drive, Dayton (APN 16-403-37) PLZ-16-0018

Dear Chief Gillenwater:

The Lyon County Planning Commission, at a duly noticed public hearing held on Tuesday, August 9, 2016, considered the above-referenced application. The Planning Commission unanimously recommended approval of your request for a Special Use Permit based on the recommended findings, and subject to the following conditions:

1. Compliance with the following conditions of the previous special use permit(s):
 - a. Compliance with all County, State and Federal requirements; and
 - b. Annual review
2. The applicant shall obtain a building permit for the office remodel.
3. The applicant shall comply with all applicable fire, building, zoning and improvement code requirements.
4. If outdoor lighting is provided, it shall comply with the outdoor lighting requirements of Chapter 10.20 of the Lyon County Code.
5. The applicant shall comply with Lyon County's 1996 (revised) drainage guidelines. The property owner shall be responsible for maintenance of all roads, walks and drainage facilities within the development, as well as the storm water detention facilities, if applicable, whether it is onsite or offsite. Lyon County shall have no financial responsibility for maintenance of these facilities.
6. All of the requirements placed on the special use permit by the County Building Official, Central Lyon County Fire Protection District, Community Development Director, and other agencies with jurisdiction shall be met prior to the applicant commencing use of the site.
7. The applicant shall acquire all State, County and special purpose district permits and obtain all necessary public inspections.
8. Any modification, expansion, intensification or material change in use or operation shall require an application for and public hearings on a modification of the special use permit pursuant to Lyon County Code.

9. The substantial failure to comply with any conditions imposed on the issuance of a special use permit or the operation of a special 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 special use or the non-use of the permit for a year may result in the institution of revocation proceedings.

10. Annual review - The special use permit is subject to annual review by Lyon County.

This is not the final hearing or action on this application. The Board of County Commissioners will hear your application on September 1, 2016. Their office will notify you of this hearing.

If you have any questions or concerns please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Snelgrove", with a long horizontal line extending to the right.

Dave Snelgrove,
Community Development Director

cc: File

Dayton Regional Advisory Board, Attn: Jon Fabel, 725 Clydesdale Rd., Dayton, NV 89403
Lyon County Building Department file

EXCERPT OF MINUTES FROM THE AUGUST 9, 2016, PLANNING COMMISSION MEETING

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT – SPECIAL USE PERMIT (for possible action) – Request for a Special Use Permit for the addition of 4,736 sq. ft. of administrative office space to the existing fire station facility; located at 231 Corral Drive, Dayton (APN 16-403-37) PLZ-16-0018

Rob Pyzel, Planner, explained the request. Mr. Pyzel said staff is unable to determine how this fire station was first approved within this zoning district, being split zoned between C-2 and NR-1. He did say they discovered a couple of deeds where the property was specifically set aside for the purpose of constructing a fire station and the property would subsequently be conveyed to the fire district. A special use permit was approved, prior to the construction of the permanent fire station facility, to allow a commercial coach to serve as a temporary office. This special use permit was revoked upon completion of the new facility in 2000. Mr. Pyzel said this facility is currently considered a legal, non-conforming use, which in order to expand or enlarge such a facility, requires approval of a special use permit. He explained the uses to be included in the expansion which will be constructed on the north side of the existing station and its construction will be compatible with the existing station and the existing residential developments. Mr. Pyzel said this will be compatible with the existing master plan.

Doug Bennett asked if there is any option available to make this a legal and conforming facility. Rob Pyzel said it may occur in the future that the county will allow some sort of rezone on this property, possibly with the implementation of the Title 15 zoning districts.

Chief John Gillenwater, Central Lyon County Fire District, explained the estimated cost for this expansion. He said that fire traffic is not likely to increase until there is substantial growth in the area. He does not anticipate any adverse effects on the surrounding community solely from this expansion. Mr. Gillenwater said they hope for construction to be complete at the end of this fiscal year (2017).

Mike Hardcastle asked if there are any plans to make the Silver Springs Fire Station a manned station. Mr. Gillenwater said it is not likely and that the demand for a manned station depends on growth in the area. A discussion followed regarding the need for volunteers for the fire departments and the lack thereof.

Doug Bennett asked if the expansion of the building will require a fire suppression system. Chief Gillenwater said that the current building is sprinklered as will be the expansion. He said that all of their fire station buildings were retrofitted for sprinklers with federal grant funding.

There was no public participation.

Mike Hardcastle made a motion recommending approval of the Special Use Permit for Central Lyon County Fire Protection District, after finding that the Special Use Permit application A) Is consistent with the general purpose and intent of the applicable zoning district regulations; B) Will not cause an adverse, visual impact to the surrounding area; C) Will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and is compatible with and preserves the character and integrity of adjacent development and neighborhoods or includes improvements or modifications either on-site or within the public right-of-way to mitigate development related to adverse impacts such as noise, vibrations, fumes, odors, dust, glare or physical activity; D) Will not be detrimental to the public health, safety, convenience and welfare; and E) Will not result in material damage or prejudice to other property in the vicinity, and subject to the following 10 conditions recommended by staff:

1. Compliance with the following conditions of the previous special use permit(s):
 - a. Compliance with all County, State and Federal requirements; and
 - b. Annual review
2. The applicant shall obtain a building permit for the office remodel.
3. The applicant shall comply with all applicable fire, building, zoning and improvement code requirements.
4. If outdoor lighting is provided, it shall comply with the outdoor lighting requirements of Chapter 10.20 of the Lyon County Code.
5. The applicant shall comply with Lyon County's 1996 (revised) drainage guidelines. The property owner shall be responsible for maintenance of all roads, walks and drainage facilities within the development, as well as the storm water detention facilities, if applicable, whether it is onsite or offsite. Lyon County shall have no financial responsibility for maintenance of these facilities.
6. All of the requirements placed on the special use permit by the County Building Official, Central Lyon County Fire Protection District, Community Development Director, and other agencies with jurisdiction shall be met prior to the applicant commencing use of the site.
7. The applicant shall acquire all State, County and special purpose district permits and obtain all necessary public inspections.
8. Any modification, expansion, intensification or material change in use or operation shall require an application for and public hearings on a expansion of legal non-conforming use pursuant to Lyon County Code.
9. The substantial failure to comply with any conditions imposed on the issuance of a special use permit or the operation of a special 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 special use or the non-use of the permit for a year may result in the institution of revocation proceedings.
10. Annual review - The special use permit is subject to annual review by Lyon County.

Harold Ritter seconded and the motion passed unanimously: 6 ayes; 0 nay; 0 abstentions.

Description of Addition for Station 35
Central Lyon County Fire District

Central Lyon County Fire District proposes to add on to their existing manned fire station and administrative district offices in Dayton. A new addition of approx. 4736 SF is proposed to the North of their existing facilities. The project is proposed in two phases. The phase one addition will consist of administration offices, fire prevention offices and a meeting/training room. All these spaces are being relocated and expanded from the existing facilities. The existing 3615 SF space will be remodeled and improved as part of phase two with a roomier kitchen, day room, gym, and staff offices for the manned portion of the station. The existing dorm rooms and toilets will be improved. The apparatus bays will remain unchanged.

Materials for the addition will match existing stucco and metal roof with the introduction of brick accents to the principal elevations. Most of the North landscape in front of the addition will remain as will the numerous trees on site.

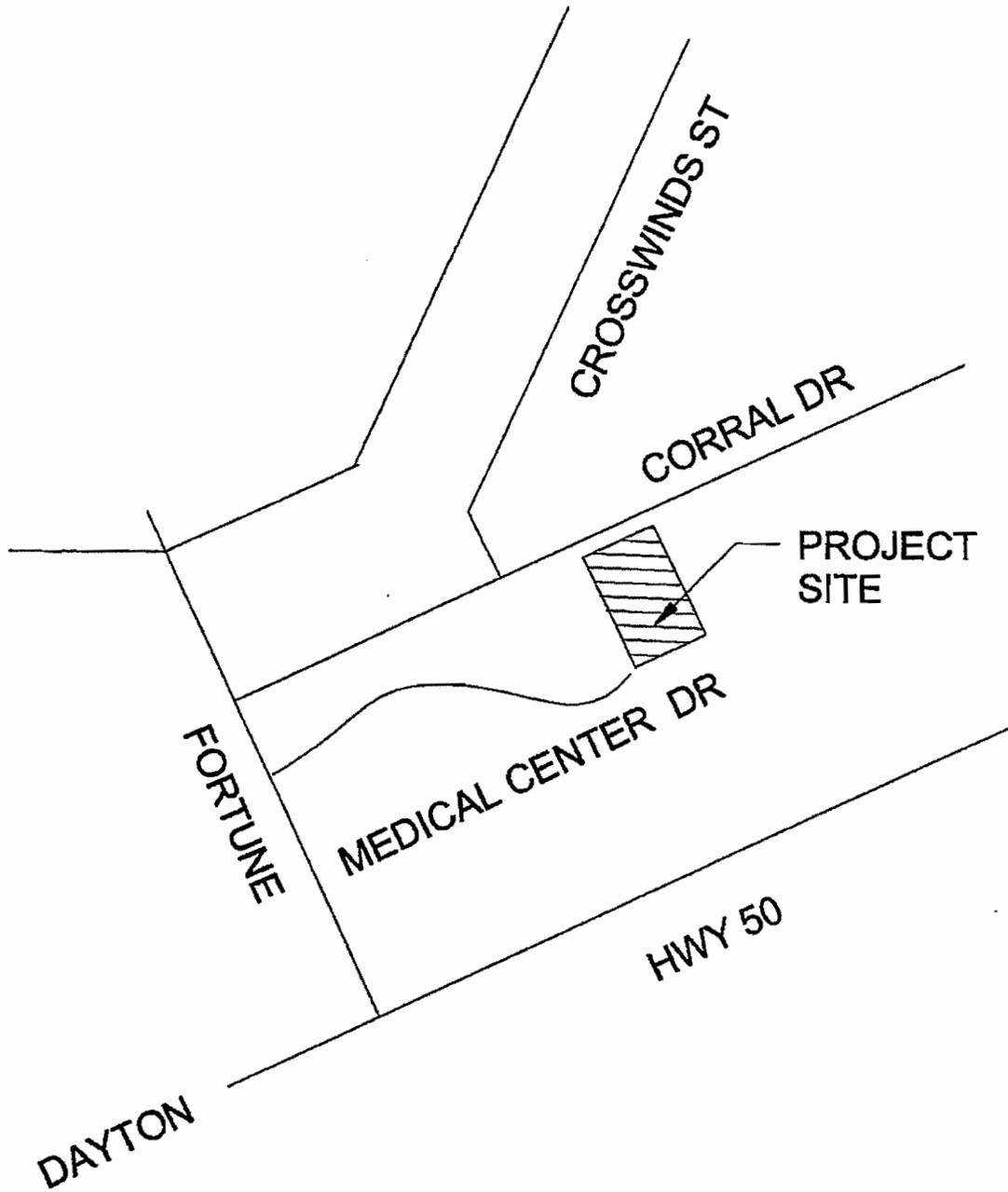
The existing site parking will remain, but additional parking will be added for firemen working at the manned station. The security gates will be relocated to maintain the existing traffic flow on site. Apparatus equipment will continue to use Medical Center Drive. The existing backup generator will be upgraded and remain on the east side of the site. The existing sewer lift station will remain on site as constructed. The existing PV system will remain on the south side.

**Justification for Addition for Station 35
Central Lyon County Fire District**

Central Lyon County Fire District proposes to add on to their existing manned fire station and administrative district offices in Dayton. The existing location is well suited for both fire protection and to provide fire prevention and administrative services to the community of Dayton. It is logical to expand on the existing uses there to accommodate the growth in the Dayton Valley. The public is familiar with the convenient location to do business with the Fire District and to attend training and educational programs there.

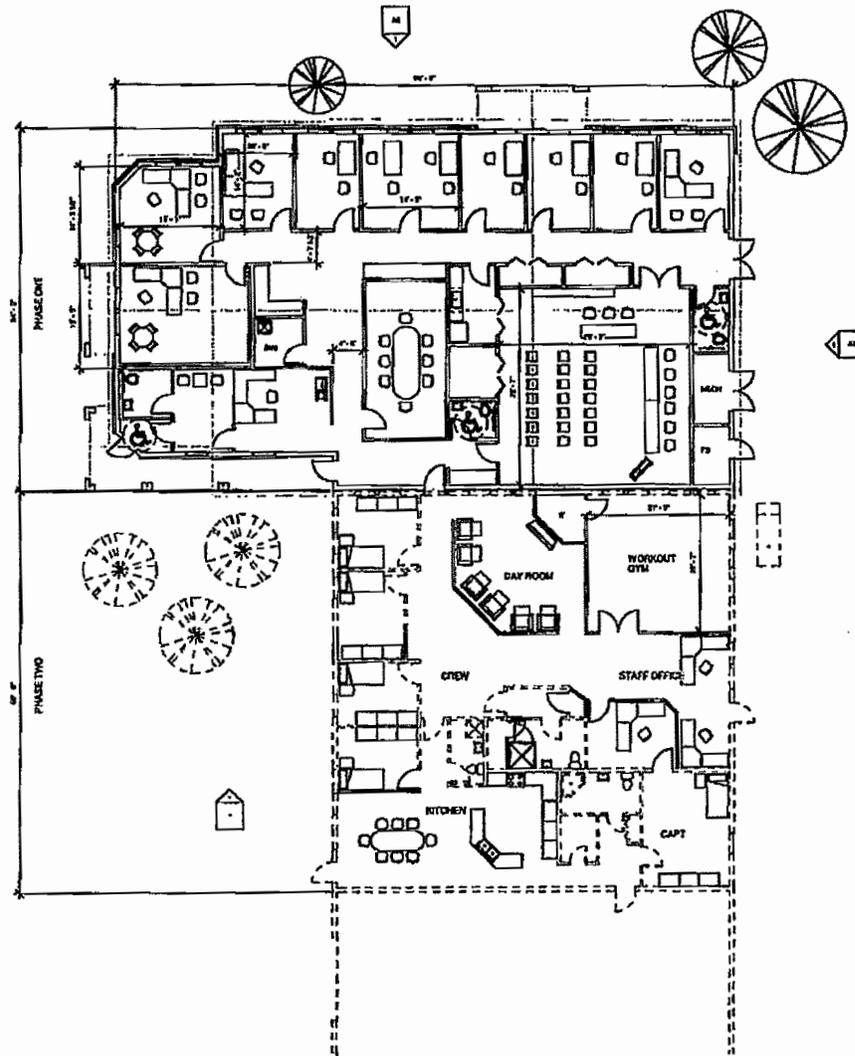
The original design of the fire station incorporated a manned component shared with the administrative & training component. While it is convenient that both functions exist in one location, it is important to provide a modern physical separation between the two for privacy and security concerns. Additionally other fire stations in the district have seen upgrades and modernization to their manned facilities in the form of a gym, modern kitchen, day room, and shower/toilet facilities and Station 35 needs to upgrade to maintain similar facilities.

The addition and remodel of Station 35 for the Central Lyon County Fire District will achieve the goals of upgrading and expanding an existing facility within the boundaries of a convenient location for the betterment of Dayton Valley fire prevention and fire protection services.



DAYTON, NEVADA

100103



1st Floor
1/8" = 1'-0"



jpc
Architect
P.O. Box 2517
Carson City
Nevada
89702
775-720-4951
info@jpcarchitect.com
www.jpcarchitect.com

Property Owner:
Central Lyon County Fire District
3550 East Street
Carson, Nevada 89702
APN 04-000-010-01

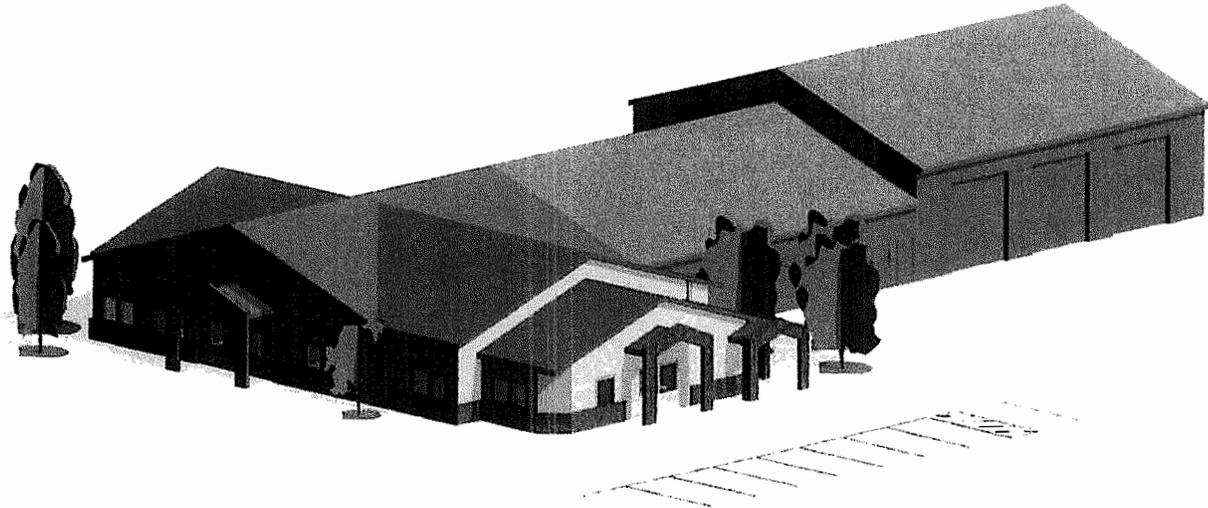
No.	Description	Date

Central Lyon
County Fire
District
Station 35
Addition

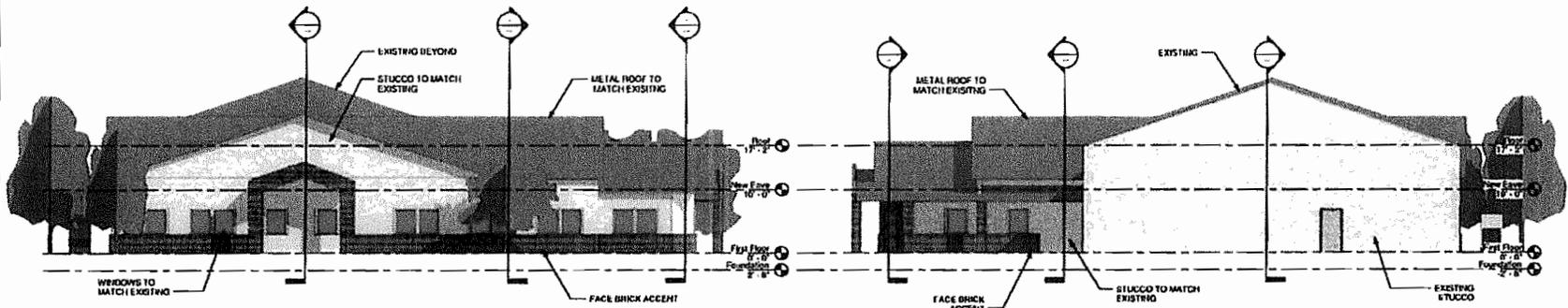
First Floor Plan

Project Number	23-18
Date	
Drawn by	
Checked by	
Scale	1/8" = 1'-0"

A1



120



1 North
1/8" = 1'-0"

2 South
1/8" = 1'-0"

jpc
ARCHITECTS

P.O. Box 2617
Carson City
Nevada
89702
775-723-4051
info@jpcarchitect.com
www.jpcarchitect.com

Project Owner:
Central Lyon County Fire District
222 East 2nd Street
Hatch, Nevada 89303

Project Location:
211 Canal Drive
Hatch, Nevada 89303
A.P.N. 018-019-01

No.	Description	Date

Central Lyon
County Fire
District
Station 35
Addition

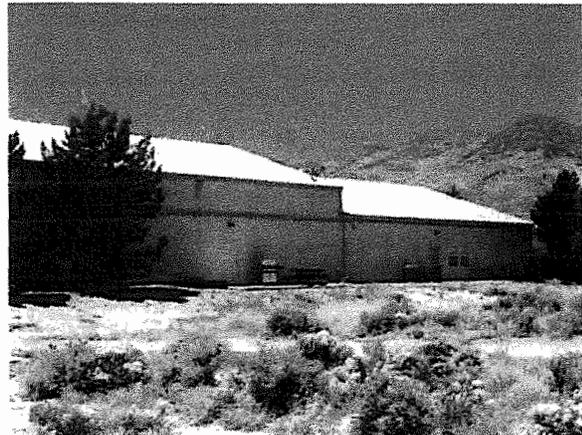
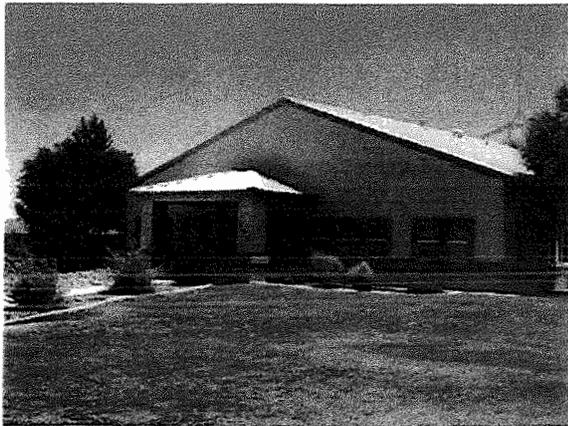
Elevations

Project Number: Design Number:
Drawn by: Architect:
Checked by: Checker:

A6

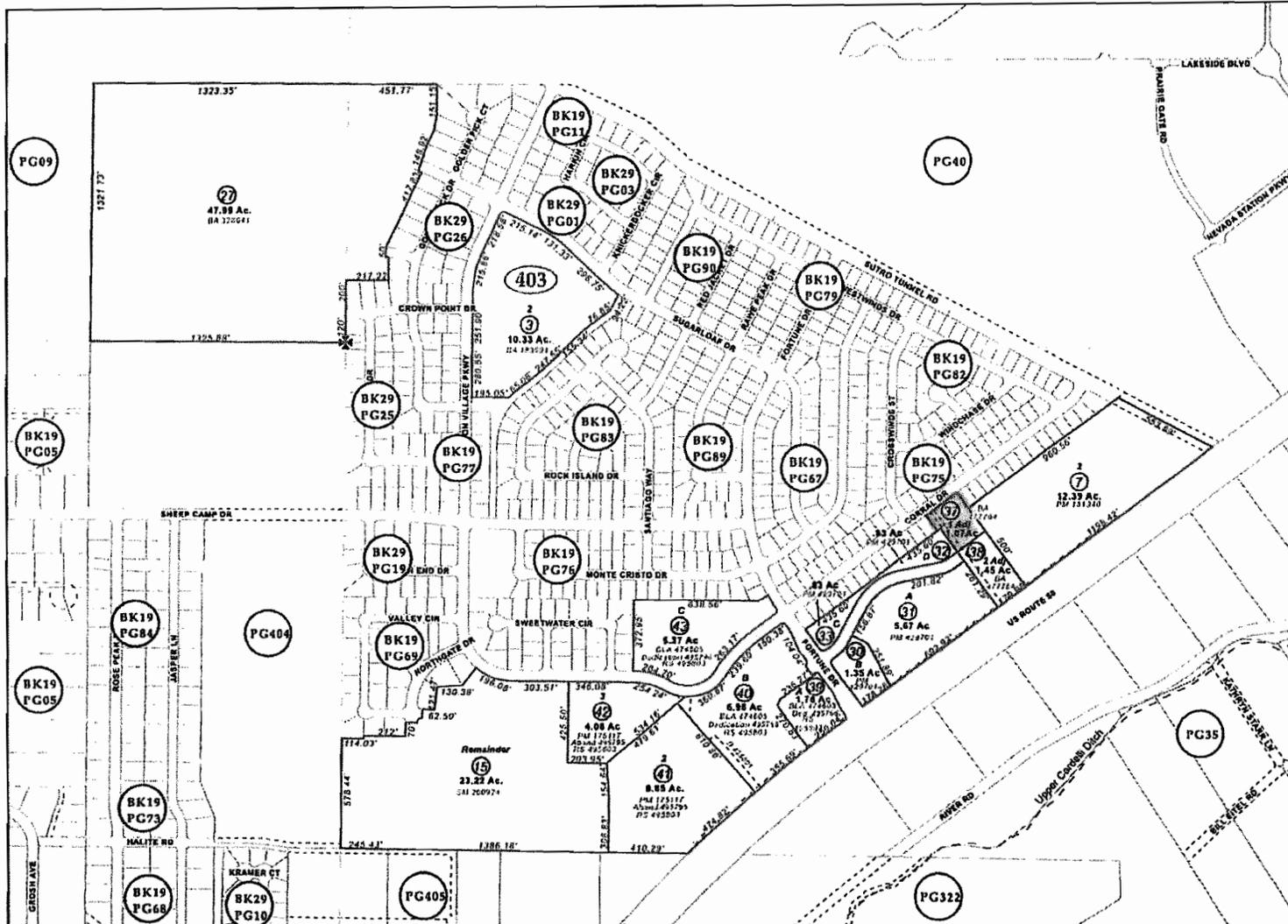
Scale: 1/8" = 1'-0"

Station 35 Photos



Portion Sections 1, 2 & 12 T16N - R21E, MD&M

16-403



County Local Map

Location Map

Map Elements

- ✱ ¼ Corner Section
- ✦ Section Two
- 100' Dimension
- f Parcel Lot
- ④ Parcel Number
- 8.13 Ac. Acreage of Parcel
- PG 16-403 Flashed Map Image
- ▭ Parcel Boundaries
- ①① Block Number
- ①①① Parcel Book & Page Number
- PG Page Number

Cities & Townships

- Dayton
- Dayton Valley
- Ferry
- Mark Twain
- Masson Valley
- Mount Hesse
- Silver City
- Silver Springs
- South Valley
- Stagscoach
- Yerba Vieja

Scale: 1" = 500'
 Revised: August 20, 2012

NOTE: This is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon. Use of this plot for other than assessment purposes is forbidden unless approved by the Lyon County Assessor's Office.

HL	Description	Date

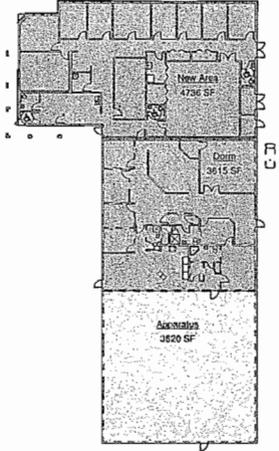
Central Lyon
County Fire
District
Station 35
Addition

Site Plan

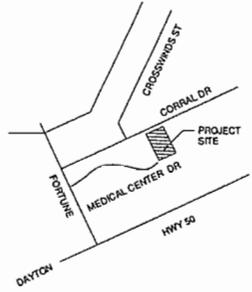
Project Number: _____
Date: 7-1-16
Drawn by: Author
Checked by: Checker

C1

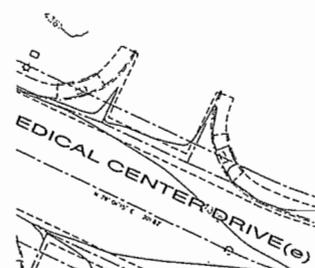
Scale: As Indicated



2 Area Plan
3/64" = 1'-0"



4 Location Map
3" = 1'-0"



PARKING CALC

ONE SPACE PER 325 SF REQ'D FOR OFFICE
15 SPACES = 4736 SF

5 SPACES REQ'D FOR MANNED FIRE STATION
(5 EMPLOYEES)

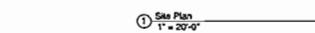
20 TOTAL SPACES REQ'D

PARKING BREAKDOWN

	EXISTING	NEW
COMPACT	1	-
HANDICAP	1	-
REGULAR	17	5
TOTAL		24

100021

3 Parking Data
1" = 10'-0"



1 Site Plan
1" = 20'-0"

AGENDA SUMMARY

CONSENT: N



Meeting Date:

September 1, 2016

ITEM #20

TITLE:

For Possible Action: Propose an ordinance amending Lyon County Code Title 10 – Land use regulations; by amending Chapter 3 – Residential Districts, revising Section 1 – General Provisions Subsection G, Recreational Vehicles; and other matters properly related thereto

SUMMARY:

This amendment is brought forward on the recommendation of the Planning Commission at the request of a private citizen. The Planning Commission recommends the proposed code amendment to address the extended use of a Recreation Vehicle as a temporary dwelling unit in the event of a natural disaster (wildfire, earthquake, flood, etc.) or man-made disaster (fire, explosion, fire, collapse, etc.) that damages or destroys more than fifty percent (50%) of an existing single family dwelling during reconstruction. To ensure that progress is being made on reconstruction, the approval is subject to a biannual (every six months) review on the progress of building permit inspections. The maximum amount of time a Recreational Vehicle can be used when rebuilding a single family dwelling is three (3) years. The Planning Commission and staff recommend approval of the proposed code amendment.

ALTERNATIVES AND/OR RECOMMENDED ACTION:

If the Board of Commissioners desires to propose the ordinance revising Title 10 of the Lyon County Code, one Commissioner needs to state that they propose the ordinance. The Commissioner should make positive findings supporting such a proposal. The Board of Commissioners may wish to consider an action similar to the following:

The proposed ordinance to revise Title 10, Chapter 3 – Residential Districts, of the Lyon County Code:

- A. Promotes the purposes expressed in Section 10.03.01 of the Lyon County Code.
- B. Includes reasonable and necessary revisions that improve Lyon County's efforts to manage development while providing for alternative on-site housing during the rebuilding of single family dwellings damaged or destroyed by more than 50% after a natural or man-made disaster.

Based on the aforementioned findings, I propose the Ordinance to amend Title 10, Chapter 3-Residential Districts, Section 1 – General Provisions, Subsection G – Recreational Vehicles, of the Lyon County Code.

Budget Implications (Comptroller):

None.

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information:

ROB PYZEL, PLANNER – COMMUNITY DEVELOPMENT DEPARTMENT

List of Attachments:

Title 10.03 - Residential Districts amended text
Planning Commission memo from staff

1 Bill No. _____
2
3

Ordinance No. _____

4 SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE
5 10 – LAND USE REGULATIONS; BY AMENDING:
6 CHAPTER 3 – RESIDENTIAL DISTRICTS, SECTION 1–
7 GENERAL PROVISIONS, REVISING SUBSECTION G, TO
8 REVISE THE PROVISIONS REGULATING RESIDENTIAL
9 USE OF A RECREATIONAL VEHICLE IN THE EVENT OF A
10 NATURAL OR MAN-MADE DISASTER; AND OTHER
11 MATTERS PROPERLY RELATED THERETO.
12

13 TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE
14 10 – LAND USE REGULATIONS; BY AMENDING:
15 CHAPTER 3 – RESIDENTIAL DISTRICTS, SECTION 1 –
16 GENERAL PROVISIONS, REVISING SUBSECTION G; AND
17 OTHER MATTERS PROPERLY RELATED THERETO
18

19 EXPLANATION – Matter in bolded *italics* is new; matter between brackets [~~omitted material~~] is material to be omitted.
20

21 THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA

22 DOES HEREBY ORDAIN:

23 **Section 1.** Lyon County Code; Title 10 – Land Use Regulations is hereby amended
24 to revise the following chapter:
25

26 10.03.01: GENERAL PROVISIONS:
27

28 The provisions of this Section apply in all residentially zoned districts.
29

30 A. Accessory Buildings:

- 31 1. It is unlawful to construct, erect or locate private garages or other accessory
32 buildings without a permissible main building.
- 33 2. A detached accessory building, not exceeding a mean height of fifteen feet (15'),
34 may occupy not more than one-half ($1/2$) of the total area of the rear yards;
35 providing, no such accessory building shall be nearer than five feet (5') to the rear
36 and side property line nor closer than is provided herein to main buildings on the
37 same or adjacent lots, providing there is sufficient area to comply with State
38 regulations regarding individual septic disposal systems.
- 39 3. A detached accessory or additional main building shall be located no closer than
40 ten feet (10') to any other building on the same lot.
- 41 4. An accessory building may be connected to the main building by a breezeway; in
42 which case, it is considered attached and full yards as might otherwise be required
43 will apply.

1
2 B. Building Height:

- 3 1. No building or mobile home shall exceed a height of two and one-half ($2\frac{1}{2}$) stories
4 or thirty five feet (35'), except as specified herein.
- 5 2. Requirements of this Title shall not apply to parapet walls extending four feet (4') or
6 less above the limiting height of the building on which they rest, or to bulkheads,
7 elevator towers, one story penthouses, water tanks or similar structures; provided,
8 that aggregate floor area of such structures is not greater than one-half ($\frac{1}{2}$) of the
9 total roof area.
- 10 3. Requirements of this Title shall not apply to church spires, belfries, cupolas, domes,
11 chimneys, flues, flagpoles, and the like, except where they may be deemed a
12 hazard.
- 13 4. Churches, schools and public buildings may exceed maximum height limitations of
14 the respective zoning district subject to the issuance of a special use permit by the
15 Board.
- 16 5. Where the average slope of a lot is greater than one foot (1') rise or fall in six feet
17 (6') of distance, an additional story will be permitted on the downhill side of the
18 building.

19
20 C. Lot Area:

- 21 1. No lot or parcel shall be so reduced in area as to be less in any dimension than is
22 required by the requirements applicable to the zoning district in which such lot is
23 located.
- 24 2. No portion of any lot or parcel of land which is part of required area for an existing
25 building shall be used as a part of required area of any other lot or parcel or
26 proposed building. When a portion of any lot or parcel is sold or transferred and the
27 area of that portion or the portion remaining no longer conforms to required areas
28 as defined in the zoning district in which such lot or parcel is located, the portion
29 sold or transferred and the portion remaining shall be considered as one parcel only
30 in determining the permissible number and location of buildings allowed to be
31 placed on both parcels.

32
33 D. Yards:

- 34 1. Generally:
- 35 a. No required or open space around an existing building or any building hereafter
36 erected shall be considered a yard or open space for any such building on an
37 adjoining lot or parcel.
- 38 b. Walls or fences not over six feet (6') in height may be erected on lot lines except
39 in required front yard area. Walls or fences not over four feet (4') in height may be
40 built anywhere on the lot, except as provided in subsection D2b of this section.
- 41 c. Any lighting facilities shall be so installed as to reflect away from adjoining
42 properties.

1 2. Front Yards:

2 a. On through lots, either end lot line may be considered the front line. In which
3 case, the minimum rear yard shall be not less than the required front yard in the
4 district in which such lot is located.

5 b. There shall be no vision obstructing fence, shrubbery or other obstruction over two
6 feet (2') in height installed or allowed within twenty five feet (25') of any street corner.

7 c. On a corner lot, one of the yards abutting a street shall be subject to front yard
8 setback requirements.

9 d. Where average slope of the front half of the lot is more than one foot (1') rise or fall
10 in four feet (4'), the front yard may be reduced to not less than half of the original.

11 3. Side Yards: Projecting outside stairs, porches, landing places, fireplaces and the
12 like may extend into a required side yard for a distance of not to exceed two feet
13 (2').

14 4. Rear Yards: A projecting outside stair, porch or landing place, if unenclosed, may
15 extend into a rear yard for a distance of not to exceed four feet (4').
16

17 E. Off Street Parking Requirements:

18 1. Schedule: Off street requirements shall not be less than:

19 a. Two (2) off street parking spaces for each single-family unit, including mobile
20 homes and duplexes.

21 b. One and one-half (1 1/2) parking spaces for each dwelling unit in each multiple
22 arrangement, including townhouses, apartments, etc.

23 c. One parking space for each two (2) rooms or suites in a rooming house or
24 guesthouse.

25 d. One space for each five hundred (500) square feet of gross floor area for any
26 nonresidence use permitted in any residence district.

27 e. Combination of uses permitted shall provide off street parking space in ratio to
28 combined uses.

29 2. Location: Off street parking may be provided in required front or side yard or rear
30 yard areas in any residential zone.

31 3. Existing Facilities: Existing off street parking facilities shall not be reduced or
32 eliminated to an amount less than that required for new buildings.

33 4. Design: All off street parking facilities shall comply with recognized standards and
34 dimensions. (Ord. 374, 11-5-1992, eff. 11-27-1992)

35 F. Animals and Pets:

36 No barnyard animals or poultry shall be kept unless the lot or parcel is zoned rural
37 residential and is one gross acre or more in size. Lots or parcels greater than or equal
38 to one-half (1/2) gross acre but less than one gross acre existing as of September 1,
39 1995, located in the Mark Twain estates unit 10 subdivision as described by map

1 number 32781 are exempt from this provision. Only two (2) horses per lot or parcel
2 are permitted under this exemption.

3 The number of barnyard animals or poultry kept on property shall be limited to: 1) a
4 quantity that will cause no harm to the animals, 2) a quantity that will cause no harm
5 to the environment or ground water, and 3) a quantity that will cause no harm to
6 neighboring lots, parcels and/or owners. (Ord. 525, 10-2-2008)

7 G. Recreational Vehicles: It is unlawful to reside in a recreational vehicle within Lyon
8 County except as provided herein and as provided by title 13 of this code, without
9 first obtaining a permit.

10 1. Permit: A permit to reside in a recreational vehicle may be issued by the Lyon
11 County Building Department if the following conditions have been complied with:

12 a. The permittee owns the property on which the recreational vehicle is to be
13 placed;

14 b. The permittee has applied and been issued a permit to build a single-family
15 dwelling for his own use on the property on which the recreational vehicle is to be
16 placed; and

17 c. The land on which permittee wishes to place the recreational vehicle has been
18 improved with both water and sewer/septic facilities **or have arrangements such**
19 **that water and sewage disposal are provided for to the approval of the**
20 **Community Development Director**

21 2. Conditions: The following conditions apply to all permittees:

22 a. A permit may be issued for a period not to exceed one year and may be renewed
23 only once for a period of six (6) months;

24 b. During the period that the permit is in effect, construction on the dwelling must be
25 ongoing; (Ord. 369, 6-4-1992, eff. 6-19-1992)

26 c. (Rep. by Ord. 371, 8-6-1992)

27 d. The permittee must disconnect the recreational vehicle from all utilities, and
28 discontinue using the recreational vehicle for residence purposes, when the permit
29 expires or when the dwelling is complete, whichever comes first; and

30 e. The permittee shall allow the County to remove, or have removed, the
31 recreational vehicle if any of these conditions are not complied with. (Ord. 369, 6-4-
32 1992, eff. 6-19-1992)

33 **f. In the event of a catastrophic natural (wildfire, earthquake, flood, etc.) or**
34 **man-made (fire, collapse, explosive, environmental, etc.) disaster that**
35 **destroys more than 50% of a permanent single family dwelling, the time limit**
36 **for the permit of one (1) year may be extended for consecutive six-month**
37 **periods not to exceed a total timeframe of three (3) years maximum subject to**

1 **the requirements listed in Section 10.03.01 (G)(1)(a – c, inclusive) and**
2 **10.03.01(G)(2)(b – e, inclusive) and submittal of documentation every six (6)**
3 **months demonstrating progress towards completion to the satisfaction of the**
4 **Community Development Department.**

5 3. Subdivision Construction Sites: The owner of a subdivision in active construction
6 may apply for a permit to utilize one recreational vehicle as a watchman's quarters
7 for one year with the possibility of a six (6) month extension if the following
8 conditions are met:

9 a. The permittee owns the land on which the recreational vehicle will be placed.

10 b. The permittee has recorded a subdivision map that includes the land on which
11 the recreational vehicle will be placed.

12 c. The land on which the permittee wishes to place the recreational vehicle has
13 been improved with both water and sewer/septic facilities.

14 d. During the period that the permit is in effect, construction of buildings must be
15 ongoing. The issuance of two (2) building permits a month shall create a rebuttable
16 presumption that construction is ongoing.

17 e. Only one recreational vehicle per subdivision is allowed.

18 f. The permittee must disconnect the recreational vehicle from all utilities, and
19 discontinue using the recreational vehicle for watchman's purposes, when the
20 permit expires or when the subdivision is eighty percent (80%) built out.

21 g. The permittee shall allow the County to remove, or have removed, at the
22 permittee's expense, the recreational vehicle if any of these conditions are not
23 complied with. (Ord. 414, 8-17-1995, eff. 9-1-1995)

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

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

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

35
36 THIS RESOLUTION was proposed on the ____ day of _____, 2016 by
37 the following County Commissioner(s): _____.

1 THIS RESOLUTION has been PASSED, ADOPTED and APPROVED this ____
2 day of _____, 2016 by the following vote of the Board of County
3 Commissioners, Lyon County:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTIONS: _____

4
5 Board of County Commissioners
6 Lyon County

Attest:

7
8
9 _____
10 By: Chairman

Clerk of the Board

DRAFT

MEMORANDUM

TO: Lyon County Board of Commissioners
FROM: Rob Pyzel, Planner
SUBJECT: Review and Discussion to revise Lyon County Code by Amending Chapter 10.03.01(G) extending time limits for the use of a Recreational Vehicle in Residential Zoning Districts in the Event of a Natural or Man-Made Disaster
DATE: September 1, 2016

Background:

At the April 12, 2016 and May 10, 2016 Planning Commission meeting under the Public Participation portion of the agenda, the Commissioners heard a request for a zoning code amendment from a member of the public. The person requested the Planning Commission consider a code amendment extending the length of time a property owner in Lyon County may reside on-site within a recreational vehicle while constructing a dwelling unit, specifically for victims of fire damage. The individual experienced the total destruction (100%) of their existing residence by fire. One of the results of trying to rebuild the residence included a very lengthy process to securing funding. The resulting delay went far beyond the current time limit currently in the Lyon County Code ("Code") which only added to the ongoing stress of trying to rebuild their residence. The individual requested the Planning Commission look at allowing a property owner to reside on-site within a recreational vehicle while rebuilding a residence for three (3) years. At the May 10th Planning Commission meeting, the Commissioners directed staff to place an item on the June 14, 2016 Planning Commission agenda to discuss the individual's request.

On June 14, 2016, the Planning Commission discussed a potential amendment to the Lyon County Code Chapter 10.03.01(G). The recommendation of staff was to add a subsection to allow (in the event of similar such disasters as experienced by the member of the public) a longer period of time to utilize an RV in the residential zoning districts in order to allow a property owner to rebuild a single family dwelling after a disaster. The Planning Commission acknowledged the potential for abuse was always present, but that the code amendment could be relatively restrictive for such unique occasions. As such, the Planning Commission requested staff look at a continuing six-month review time-frame versus an annual review time-frame while allowing the maximum extent of the use of an RV in a residential zoning district to three (3) years.

Staff Review:

Under the current Code, Section 10.03.01 – General Provisions only allows a person to reside in a recreational vehicle in the County's residential zoning districts under very specific instances and subject to the issuance of a permit from the County with certain requirements. The Code in Section 10.03.01(G) states the following:

"G. Recreational Vehicles: It is unlawful to reside in a recreational vehicle within Lyon County except as provided herein and as provided by Title 13 of this code, without first obtaining a permit.

1. *Permit: A permit to reside in a recreational vehicle may be issued by the Lyon County Building Department if the following conditions have been complied with:*
 - a. *The permittee owns the property on which the recreational vehicle is to be placed;*
 - b. *The permittee has applied and been issued a permit to build a single-family dwelling for his own use on the property on which the recreational vehicle is to be placed; and*
 - c. *The land on which permittee wishes to place the recreational vehicle has been improved with both water and sewer/septic facilities.*

2. *Conditions: The following conditions apply to all permittees:*
 - a. *A permit may be issued for a period not to exceed one year and may be renewed only once for a period of six (6) months;*
 - b. *During the period that the permit is in effect, construction on the dwelling must be ongoing;*
 - c. *(Rep. by Ord. 371, 8-6-1992)*
 - d. *The permittee must disconnect the recreational vehicle from all utilities, and discontinue using the recreational vehicle for residence purposes, when the permit expires or when the dwelling is complete, whichever comes first; and*
 - e. *The permittee shall allow the County to remove, or have removed, the recreational vehicle if any of these conditions are not complied with. (Ord. 369, 6-4-1992, eff. 6-19-1992)*

The issue voiced by the member of the public was the time listed in subsection 10.03.01(G)(2)(a) which states that the permit issued by the County is limited to a maximum of one year with the potential to be renewed for an additional six (6) months.

As part of the discussion at the June 14, 2016 Planning Commission meeting, the Planning Commissioners expressed interest in a code amendment that would maintain the need to secure a permit from the County to allow a property owner to reside in a recreational vehicle subject to the requirements listed in Section 10.03.01(G), but allowing staff the ability when the property owner demonstrates sufficient cause to renew the permit up to a maximum of three (3) years.

Staff proposes to add a subsection f within 10.03.01(G)(2) as follows:

“f. In the event of a catastrophic natural (wildfire, earthquake, flood, etc.) or man-made (fire, collapse, explosive, environmental, etc.) disaster that destroys more than 50% of a permanent single family dwelling, the time limit for the permit of one (1) year may be extended for consecutive six-month periods not to exceed a total timeframe of three (3) years maximum subject to the requirements listed in Section 10.03.01 (G)(1)(a – c, inclusive) and 10.03.01(G)(2)(b – e, inclusive) and submittal of documentation demonstrating progress towards completion to the satisfaction of the Community Development Department.”

As a part of the discussion at the July 12, 2016 Planning Commission meeting, the Planning Commission supported the recommendation of staff along with a recommendation to add clarification to subsection c within 10.03.01(G)(1) as follows (***addition in bold italics***):

“c. The land on which permittee wishes to place the recreational vehicle has been improved with both water and sewer/septic facilities or have arrangements such that water and sewage disposal are provided for to the approval of the Community Development Director.”

Attached please find the draft ordinance with the proposed amendment language in ***bold italics***.

If you have any questions, please contact me either by telephone at (775) 463-6592 or by e-mail at rpyzel@lyon-county.org.

Thank you.

AGENDA SUMMARY



CONSENT: N

MEETING DATE: 09/01/2016

ITEM #21

TITLE: For Possible Action: Approve cancellation of the Board of County Commission meeting of November 17, 2016 due to a conflict with the Nevada Association of Counties annual conference.

SUMMARY:

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Cancel meeting of 11/17/16

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

LIST OF ATTACHMENTS:

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: June 16, 2016

ITEM #22

TITLE: For Possible Action - Approve State Revolving Fund loan contract in the amount of \$500,000 for the Dayton Sewer Fund with the Nevada State Department of Conservation & Natural Resources acting by and through the Nevada Division of Environmental Protection and authorize the Comptroller to sign. This loan has an interest rate of zero and the entire principal is forgiven upon issuance.

SUMMARY: The Dayton Sewer Fund needs to replace a failing section of sewer line on Railroad Avenue. The Nevada Division of Environmental Protection has agreed to fund \$500,000 of this project with a State Revolving Fund loan that is forgiven upon issuance, effectively making it a \$500,000 grant.

ALTERNATIVES AND/OR RECOMMENDED ACTION: Approval recommended.

Budget Implications (Comptroller): This action will allow Lyon County to accept a \$500,000 grant that would otherwise have to be paid by the rate payers of the Dayton Sewer Fund.

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information: Josh Foli, Mike Workman

List of Attachments: Loan Contract

1 **CLEAN WATER STATE REVOLVING LOAN FUND**

2 **LOAN CONTRACT**

3 **LYON COUNTY**

4 **CONTRACT NO. CW1702**

5
6
7 This loan contract is made this _____ day of _____, 2016 between the
8 Nevada State Department of Conservation & Natural Resources acting by and through the Nevada
9 Division of Environmental Protection hereafter referred to as the Division, and Lyon County, a
10 political subdivision of the State of Nevada, hereafter referred to as the Recipient, for wastewater
11 system improvements.
12

13 **WHEREAS:**

- 14
- 15 1. The Federal Clean Water Act (33 U.S.C. Sub Section 1251 et seq.) and State Law
16 (NRS 445A.060-445A.160) authorize the Division to enter into contracts with
17 municipalities and other public agencies for financial assistance for construction of
18 publicly owned treatment works and pollution control projects; and
19
 - 20 2. The Recipient has made application for a loan related to construction of the Project
21 hereafter described, and said Project has been determined by the Division to be
22 eligible for a loan pursuant to applicable Federal and State laws, rules, regulations
23 and guidance; and
24
 - 25 3. The Division has authorized loan funding for the Project hereafter described.
26

1 **NOW, THEREFORE**, It is agreed as Follows:

2
3 **SECTION 1. PROJECT DESCRIPTION.**

4 In general, funding for this Project will be used for system improvements to include replacement
5 and repair of failing sewer mains in Dayton, Nevada. Specific details of the Project may be found
6 in the application and supporting documents.

7
8 **SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMIT-**
9 **MENTS.**

10 This contract incorporates the following documents:

- 11 (A) Exhibit A, Loan Contract Standard Conditions;
- 12 (B) Exhibit B, Listing of Cross Cutting Federal Authorities for Assistance Sub Grants;
- 13 (C) Exhibit C, Lobbying Certification Form
- 14 (D) Exhibit D, Davis-Bacon Wage Rate Requirements
- 15 (E) Exhibit E, American Iron and Steel Requirements
- 16 (F) Exhibit F, Disadvantaged Business Enterprise Guidance
- 17 (G) Exhibit G, Environmental Protection Agency (EPA) Grant Requirements

18
19 The Recipient accepts and agrees to comply with all terms, provisions, conditions and
20 commitments of this contract, including all incorporated documents, and to fulfill all assurances,
21 declarations, representations and commitments made by the Recipient in its application,
22 accompanying documents and communications filed in support of its request for loan.

23
24 **SECTION 3. ESTIMATED COST OF PROJECT.**

25 The estimated total cost of the Project, including associated planning and design costs is **six**
26 **hundred seventy five thousand dollars (\$675,000).**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

SECTION 4. MAXIMUM LOAN AMOUNT

Subject to all of the terms, provisions and conditions of this contract, and subject to the availability of State and Federal funds, the Division will loan a sum not to exceed **five hundred thousand dollars (\$500,000)** to the Recipient.

SECTION 5. INTEREST RATE

The loan interest rate shall be -0- percent per annum.

SECTION 6. FEES

The Division may charge a loan origination fee or other such fees as necessary, to defray the costs of administering the loan fund. **This loan contract does not contain a loan origination fee.**

SECTION 7. COMPLETION OF PROJECT.

The Recipient agrees to expeditiously proceed with and complete construction of the Project in substantial accordance with Project plans and specifications approved by the Division.

SECTION 8. DISBURSEMENT

Loan funds will be promptly disbursed to the Recipient for Project costs incurred by the Recipient upon receipt by the Division of proper and acceptable Payment Request Forms from the Recipient.

The Recipient agrees that it will not request payment for any Project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide documentation with each payment request that costs shown in the payment request have been incurred and are due and payable at the time of the request.

Any Federal funds used for funding of this loan will be provided through the Capitalization Grants

1 for Clean Water State Revolving Funds CFDA #66.458.

2 **SECTION 9. PRINCIPAL FORGIVENESS**

3 The Division has determined that the Project is eligible for additional subsidy as specified in
4 Nevada's Intended Use Plan. Since the project is eligible for additional subsidy, 100% of the
5 principal is forgiven.

6
7 **SECTION 10. ACCOUNTING STANDARDS**

8 The Recipient will maintain separate Project accounts in accordance with generally accepted
9 government accounting standards including, but not limited to, standards relating to the reporting of
10 infrastructure assets and those contained in the Standards for Audit of Governmental
11 Organizations, Programs, Activities and Functions: promulgated by the U.S. General Accounting
12 Office.

13 The recipient agrees to comply with requirements described in to 2 CFR §200: Uniform
14 Administrative Requirements, Cost Principles, and Audit Requirements which apply to
15 expenditures by a public or non-profit entity of federal monies from all sources in an amount
16 greater than or equal to \$750,000 in a year.

17
18 **SECTION 11. USER CHARGE SYSTEM**

19 The Agency shall adopt and maintain in effect a user charge system, which at all times complies
20 with the requirements of applicable state rules, regulations and guidelines.

21
22 **SECTION 12. OPERATION AND MAINTENANCE**

23 The Recipient agrees to properly staff, operate and maintain all portions of the Project during its
24 useful life in accordance with all applicable state laws, rules and regulations.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

SECTION 13. USEFUL LIFE OF PROJECT

For purposes of this contract, the parties agree that the useful life of the Project is at least twenty (20) years from and after Project completion.

SECTION 14. STATE REVIEWS AND INDEMNIFICATION

The parties agree that review or approval of project plans and specifications by the Division is for administrative purposes only and does not relieve the Recipient of the responsibility to properly plan, design, construct, operate and maintain the Project. As between the Division and the Recipient, the Recipient agrees that it has sole responsibility for proper planning, design, construction, operation and maintenance of the Project, and the Recipient agrees to indemnify the Division, the State of Nevada and their officer, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to planning, design, construction, operation or maintenance of the Project.

SECTION 15. TERM

This contract shall take effect upon execution of the contract by the Division and the Recipient, and for the purpose of this section, the term of this contract is for no more than 20 years from the date of this loan contract.

SECTION 16. DAVIS-BACON ACT PREVAILING WAGES

The Davis-Bacon Act wages rules apply to the Project funded by this loan contract as specified in Exhibit D, Wage Rate Requirements under The Consolidated and Further Continuing Appropriations Act.

1

2 **SECTION 17. AMERICAN IRON AND STEEL REQUIREMENTS**

3 Under the H.R. 3547 "Consolidated Appropriations Act", recipient must comply with the
4 American Iron and Steel requirements for the entirety of the construction activities financed by the
5 assistance agreement through completion of construction. See Exhibit E for requirements.

6

7 **IN WITNESS THEREOF**, the parties have executed this contract on the dates set forth below.

8 **RECIPIENT: LYON COUNTY**

9 _____ Date: _____

10 Josh Foli, Comptroller

11

12 **DIVISION OF ENVIRONMENTAL PROTECTION**

13 _____ Date: _____

14 David Emme, Administrator

EXHIBIT A

LOAN STANDARD CONDITIONS

Condition 1. AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION

- (1.1) The Recipient shall conduct value engineering if the total estimated cost of building the treatment works is more than \$10,000,000 (as required by NAC 445A.782).
- (1.2) The Recipient agrees to award the prime construction contract for the project within 150 days after execution of this loan contract.
- (1.3) The Division may, upon the request of a recipient, grant an extension of the time provided by subsection 1 in any case where unusual or extenuating circumstances exist. Any request for an extension must be made in writing and must set forth facts justifying the extension.
- (1.4) The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the project and of initiation of construction of the project. The Recipient shall include with the notice of initiation of construction a statement as to the anticipated date of completion of construction of the project.

Condition 2. LOAN ORIGINATION FEE

- (2.1) The Division may charge a loan origination fee in an amount authorized by NAC 445A.770.
- (2.2) The Division shall inform the loan recipient of the amount of the fee, prior to loan closing.
- (2.3) The loan recipient shall remit to the Division the full amount of the fee, within 30 days after the loan closing.

Condition 3. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS

The Recipient agrees to promptly notify the Division in writing of:

- (3.1) Any substantial change in scope of the project. The Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change.
- (3.2) Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of 30 days or more.
- (3.3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the Division.
- (3.4) Completion of construction of the project.

Condition 4. PROJECT ACCESS

The Recipient agrees to ensure that the Division or any authorized representative thereof will have suitable access to the project site at reasonable times during project construction.

Condition 5. PROJECT COMPLETION; INITIATION OF OPERATIONS

Upon completion of construction of the Project, the Recipient agrees to expeditiously initiate project operations. At the time of completion of construction, the Division, after consultation with the Recipient, will establish a reasonable estimated project completion date, and the Recipient agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. Extension of the project completion date by the Division shall not be unreasonably withheld.

Condition 6. SYSTEM USER CHARGES

The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other source of revenue, which at all times complies with the requirements of applicable state rules, regulations and guidelines.

The Recipient agrees to administer a system of user charges acceptable to the Division pursuant to NAC 445A.788. The Recipient further agrees to periodically review and modify the system of user charges as necessary to assure its reasonable adequacy to repay the loan, and to cover operating costs and meet other financial obligations of the Recipient. The system of user charges and all modifications thereto shall be consistent with NAC 445A.788 and shall be maintained to the reasonable satisfaction of the Division.

Condition 7. CONTINUOUS USE OF PROJECT

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the project during the useful life of the project without prior written approval of the Division. The recipient further agrees to certify in writing that it owns the project property or in the alternative, will have complete control of the project property for the useful life of the project.

Condition 8. REPORTS

The Recipient agrees to expeditiously provide, during construction of the project and thereafter during the useful life of the project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation by the State Revolving Fund Loan Program or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the Division shall include the submission of annual financial statements, prepared on a basis utilizing "Generally Accepted Accounting Principles (GAAP).

Condition 9. LOAN DISBURSEMENT; AVAILABILITY OF FUNDS

Except as may be otherwise provided in this contract, loan amounts will be disbursed as follows:

- (9.1) Upon execution and return of this loan contract, the Recipient may request immediate disbursement of any planning and design allowance included in the loan amount. The

planning and design allowance amount due will be disbursed promptly upon request after this contract has been fully executed.

- (9.2) Additional loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt of proper and acceptable payment requests from the Recipient provided that payment shall not be made more frequently than once a month.

The Recipient agrees that it will not request payment for any project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide a certification with each payment request that costs shown in the payment request have been incurred and is due and payable at the time of the request.

Each disbursement of loan funds other than for the planning and design allowance will be accompanied by an appropriate prorated percentage of the allowance for construction engineering and inspection services for the project.

- (9.3) The Division's obligation to pay any sum to the Recipient under any provisions of this contract, is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds as determined by the Division do not become available for any reason, the Division shall not be obligated to make any payments to the Recipient under this contract. This provision shall be construed as a condition precedent to the obligation of the Division to make any payments under this contract. Nothing in this contract shall be construed to provide the Recipient with a right of priority for payment over any other agency. If any payments which are otherwise due to the Recipient under this contract are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Recipient when sufficient funds do become available.

Condition 10. WITHHOLDING OF LOAN DISBURSEMENTS

The Division may withhold all or any portion of the loan funds provided for by this contract in the event that:

- (10.1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this contract.
- (10.2) The Recipient fails to maintain reasonable progress toward completion of the project.

Condition 11. RECORDS

Without limitation of the requirement to maintain project accounts in accordance with generally accepted government accounting standards, the Recipient agrees to:

- (11.1) Establish an official file for the project which shall adequately document all significant actions relative to the project;

- (11.2) Establish accounts which will adequately and accurately depict all amounts received and expended on the project, including all loan funds received under this contract;
- (11.3) Establish accounts which will adequately depict all income received which is attributable to the project, specifically including any income attributable to loan funds disbursed under this contract.
- (11.4) Establish an accounting system which will accurately depict final total costs of the project, including both direct and indirect costs.
- (11.5) Establish such accounts and maintain such records as may be necessary for the Division to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations;
- (11.6) If force account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering and administration provided for by allowance, accounts will be established which reasonable document all employee hours charged to the project and the associated tasks performed by each employee.
- (11.7) The Recipient agrees to retain its project records for a minimum of three years after final loan repayment has been made, and for such longer period as may be required for the Division to fulfill federal reporting requirements under federal statutes and regulations. All Recipient records relative to the project shall be subject at all reasonable times to inspection, copying and audit by the Division or any authorized representative.

Condition 12. COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES

- (12.1) A number of other federal laws and authorities will be applied to activities supported with SRF funds directly made available by capitalization grants. Exhibit B contains a current list of these other laws and authorities. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, regulations and requirements.
- (12.2) The Recipient recognizes as goals the applicable Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) “fair share” goals negotiated with EPA by the Division for construction, supplies, equipment and services as follows:

Construction	MBE 3%	WBE 1%
Equipment	MBE 2%	WBE 1%
Services	MBE 1%	WBE 1%
Supplies	MBE 1%	WBE 1%

Condition 13. CONSTRUCTION SCHEDULE

The Recipient shall require the contractor to submit a schedule for construction at the preconstruction conference. The contractor shall be required to update the schedule as necessary.

Condition 14. RESIDENT ENGINEER AND INSPECTOR

The Recipient is required to hire a qualified full time resident engineer and inspector(s) unless waived by the Division, during construction of the project.

Condition 15. RECORD DRAWINGS

After completion of the project the Recipient shall provide the division with as built record drawings for the project.

Condition 16. OPERATION AND MAINTENANCE MANUAL

The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the Division the operation and maintenance manuals for the Project.

Condition 17. COLLECTION LINES

If the loan is awarded for construction of collection lines, the Recipient shall require mandatory connection to the system. This shall be accomplished by including a requirement for mandatory connections in the sewer use ordinance.

Condition 18. FINAL PROJECT AUDIT

The Division, at its option, may call for an audit of financial information relative to the project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

Condition 19. REPAYMENT; PENALTIES; RECIPIENT OBLIGATIONS

- (19.1) The loan amount, together with all interest accruing thereon, shall be repaid as provided for in Section 9 of the loan contract.
- (19.2) The Recipient agrees to make each loan payment on or before the due date. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the defaulted payment will be due for each day of nonpayment beyond the grace period. Any penalties assessed will not be added to the loan balance but will be treated as a separate account and obligation of the Recipient, to be paid in full within 30 days after Recipient is in compliance with payment schedule.
- (19.3) The Recipient as a whole is obligated to make all payments required by this contract to the Division, notwithstanding any individual default by its constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. The Recipient shall provide for the punctual payment to the Division of all amounts which become due under this contract and which are received from constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. In the event of failure, neglect or refusal of any officer of the

Recipient to levy or cause to be levied any taxes, assessments, fees or charges necessary to provide payment by the Recipient under this contract, to enforce or to collect such taxes, assessments, fees or charges or to pay over to the Division any money collected on the taxes, assessments, fees or charges necessary to satisfy any amount due under this contract, the Division may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the levying and collection of the taxes, assessments, fees or charges and the payment of the money collected therefrom to the Division.

Action taken pursuant hereto shall not deprive the Division of, or limit the application of, any other remedy provided by law or by this contract.

Condition 20. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- (20.1) This contract may be terminated by written notice during construction of the Project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the Division, upon violation by the Recipient of any material provision of this loan contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division.
- (20.2) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the Division an amount equal to the current balance due on the loan, including accrued interest, and all penalty assessments due in accordance with the terms of the Ordinance and this contract.

Condition 21. DAMAGES FOR BREACH

In the event that any breach of any of the provisions of this contract by the Recipient shall result in the loss of tax exempt status for any State bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the Division in an amount equal to any damages and penalties paid by or loss incurred by the Division due to such breach.

Condition 22. DISPUTES

Any dispute arising under this contract which is not otherwise disposed of shall be decided by the Administrator of the Division of Environmental Protection. The decision shall be reduced to writing and a copy thereof furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Administrator's decision to the Recipient, the Recipient mails or otherwise furnished a written appeal of the decision to the Director of the Department of Conservation and Natural Resources. The decision of the Director shall be final and conclusive unless overturned by a court of competent jurisdiction. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this loan contract.

Condition 23. WAIVER

The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

Condition 24. AMENDMENT

This contract may be amended at any time by mutual written agreement of the parties.

EXHIBIT B

Listing of Cross-Cutting Federal Authorities for Assistance Subgrants

Environmental Authorities

- o Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Protection and Enhancement of the Cultural Environment
- o Clean Air Act, Pub. L. 95-95, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended
- o Migratory Bird Act

Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No. 11625, 12138, and 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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 any 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 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 sub-contracts, 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

EXHIBIT D

Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(d)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated Appropriations Act For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Julie Milazzo at Milazzo.julie@epa.gov or at 415-972-3687, EPA Grants Management Office, Region 9 for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

EXHIBIT D

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2016, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except

EXHIBIT D

such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

EXHIBIT D

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain

EXHIBIT D

records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

EXHIBIT D

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

EXHIBIT D

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

EXHIBIT D

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll

EXHIBIT D

records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

EXHIBIT E

Use of American Iron and Steel (AIS requirement) H.R. 3547, Division G, Title IV

Sec. 436. (a)(I) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works **unless all of the iron and steel products used in the project are produced in the United States.**

(a) **Definitions.** As used in this award term and condition—

(1) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) **Domestic preference.**

(1) This award term and condition implements P.L. 114-133, Consolidated Appropriations Act, 2016, Section 424, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) **Request for a Waiver under (b)(3) of this section**

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the Consolidated Appropriations Act, 2016 (P.L. 114-133).

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

If you require further clarification or guidelines, please contact Michelle Stamates at (775) 687-9331 or mstamate@ndep.nv.gov.

Exhibit F

State Revolving Fund

Disadvantaged Business Enterprise Program

Guidance to Borrowers and Contractors

May 2014

Table of Contents

Section 1: Overview

Section 2: Definition of Disadvantaged Business Enterprise

Section 3: Disadvantaged Business Enterprise (DBE) Requirements and Contract
Conditions **to be included in contracts**

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Listing of Sources to Identify and Certify DBEs

Appendix A: DBE Reporting Form 5700-52A Part II

Appendix B: Report 6100-4 – DBE Subcontractor Utilization

Appendix C: Report 6100-3 – DBE Subcontractor Performance

Appendix D: Report 6100-2 – DBE Subcontractor Participation

State Revolving Fund

Disadvantaged Business Enterprise Program

Section 1: Overview

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

Section 2: Definition of Disadvantaged Business Enterprise (DBE)

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

Minority Business Enterprise (MBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

Women Business Enterprise (WBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

DBE Related Laws, Rules, and Regulations

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
2. Encourages recipients of federal funds to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000. Information on debarment is available at the following website: www.sam.gov .
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the Equal Employment section) from Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

Equal Employment (must be included in all contracts over \$10,000)

During the performance of this contract, the contractor agrees as follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

DBE Participation Goals

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below.

Good or Service	MBE Participation Goal	WBE Participation Goal
Construction	3%	1%
Equipment	2%	1%
Materials/Supplies	1%	1%
Services	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.

Good Faith Effort for DBE Participation

EPA defines "Good Faith Effort" to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

1. Include DBEs on solicitation lists.
2. Assure that DBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

DBE Contract Terms and Conditions

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
2. The prime contractor must document its efforts towards meeting the six "Good Faith Efforts for DBE Participation" even if the prime contractor has achieved its fair share objectives.
3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six "Good Faith Efforts for DBE Participation" if soliciting a replacement subcontractor.
5. All DBE procurements whether from bid documents or subsequent draw request are to be **reported on form 5700-52A to the SRF.**
6. The prime contractor must submit **Form 6100-4 – DBE Subcontractor Utilization** to the borrower as part of bid proposals.
7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 – DBE Subcontractor Performance**. In turn, the prime contractor submits the forms to the borrower.
8. The prime contractor must provide **Form 6100-2 – DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	A
Form 6100-4	Borrower	Prime Contractor	Borrower	B
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	C
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Sources to Identify and Certify DBEs

Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program 800-267-1971	http://nevadadbe.com
Nevada Department of Transportation DBE Program		http://nevadadot.com/nevadaDBE/dbe.aspx
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	http://diversifynevada.com/programs-resources/procurement-outreach
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	http://dbe.nsbdc.org/
Hispanic Business Nevada		http://hispanicbusinessnevada.com/
US Environmental Protection Agency Small Business Program		http://www.epa.gov/osbp/dbe_team.htm
US Small Business Admin. (SBA)		http://www.sba.gov/
Minority Business Development Agency-US Dept. of Commerce		http://www.mbda.gov/

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix A

DBE Reporting Form 5700-52A Part II

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.

Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.
7. Send to SRF.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per

response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix B

Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix C

Form 6100-3 – DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix D

Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EXHIBIT G

Environmental Protection Agency (EPA) Guidelines to Enhance Public Awareness of CWSRF and DWSRF Programs

Recipients are required to promote public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems and to communicate EPA's role in funding assistance.

The below listed guidelines present a number of options which communities can explore to implement EPA's policy. The option selected should best communicate the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country, while remaining cost-effective and accessible to a broad audience.

- **Standard signage**
- **Posters, brochures or wall signage in a public building or location**
- **Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility**
- **Insert or Pamphlet in Water/Sewer Bill**
- **Online signage placed on community website or social media outlet**
- **Press release**

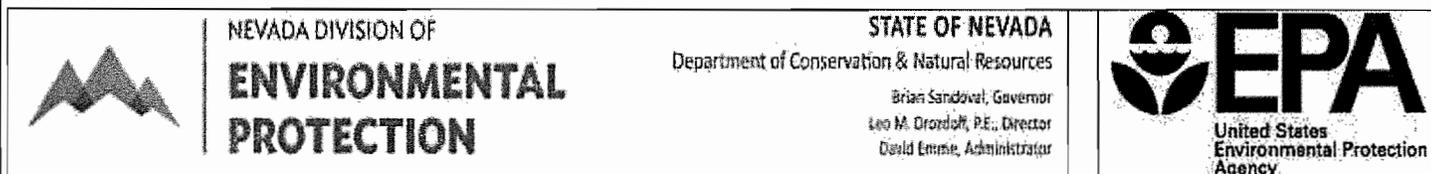
1. Standard Signage

to include:

- The name of the facility, project and community
- Project cost
- The State of Nevada, State Revolving Fund program
- The EPA and State of Nevada logos as shown

Program and logos:

***This project received funding from the State
Revolving Loan Fund Program which is financially
supported by the State of Nevada and the EPA***



The EPA logo should be made the same relative size as the other logos on the signage.

Sign logo and seal specifications are available at:

http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf

Note: The EPA logo may only be used on a sign

EXHIBIT G

Environmental Protection Agency (EPA) Guidelines to Enhance Public Awareness of CWSRF and DWSRF Programs

- 2. Posters, Brochures or Wall Signage**
- 3. Newsletter, Periodical or Press Release**
- 4. Insert or Pamphlet**
- 5. Online & Social Media Publicity**

to include:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members.

If a recipient decides on a public or media event, the SRF must be notified 3 weeks in advance to allow us to notify EPA to provide the opportunity to attend the event. Notify:

Daralyn Dobson
ddobson@ndep.nv.gov
775 687-9489

EPA Suggested Language for Alternate Options:

“Construction of upgrades and improvements to the **[Name of Facility, Project Location, or Wastewater Treatment Plant]** were financed by the **[Clean Water/Drinking Water]** State Revolving Fund. The **[Clean Water/Drinking Water]** program is administered by the Nevada Division of Environmental Protection with joint funding from the U.S. Environmental Protection Agency and State of Nevada. This project is **[description of project]** and will provide water quality benefits **[detail specifying particular benefits]** for community residents and businesses in and near **[name of town, city, and/or water body or watershed to benefit from project]**.

If you need any further information or have any questions relating to the EPA requirement, please contact:

Michelle Stamates
mstamates@ndep.nv.gov
775 687-9331

or Daralyn Dobson at above address or phone

LYON COUNTY BOARD OF COMMISSIONERS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT BILL No. 16-07 An ordinance amending Lyon County Code by adding a Chapter requiring the registration and regulation of burglary and robbery alarm systems in Lyon County; and other matters property relating thereto.

NOTICE IS FURTHER GIVEN that the public hearing will be held on July 7, 2016 at 9:30 A.M., in the Commission Chambers located at the Lyon County Administrative Complex, 27 South Main Street, Yerington, NV 89447.

All interested persons are invited to attend and express their views. At that time Bill 16-07 may be adopted.

This Public Hearing was continued to September 1, 2016

/s/ Maureen Williss, Office Manager
Lyon County Board of Commissioners

PUBLISH:

MVN/Leader-Courier

June 15 & 22, 2016

SUMMARY: An ordinance amending Lyon County Code by adding a Chapter requiring the registration and regulation of burglary and robbery alarm systems in Lyon County.

TITLE: AN ORDINANCE OF THE COUNTY BOARD OF COMMISSIONERS OF LYON COUNTY, NEVADA, ADOPTING A NEW CHAPTER OF THE LYON COUNTY CODE PERTAINING TO ALARM REGISTRATION, A REGULATORY SCHEME FOR ADMINISTERING AND MANAGING THE COUNTY’S RESPONSE TO ALARMS AND REDUCING CALLS TO FALSE ALARMS, INCLUDING AUTHORIZATION TO IMPOSE FEES AND CHARGES AND REQUIRE REGISTRATION OF ALARMS AND ALARM COMPANIES; SECTION 1: DEFINITIONS; SECTION 2: DUTIES OF THE ALARM USER; SECTION 3: DUTIES OF THE ALARM COMPANY; SECTION 4: PROHIBITED ACTS; SECTION 5: ENFORCEMENT OF PROVISIONS; SECTION 6: APPEALS; SECTION 7: CONFIDENTIALITY; SECTION 8: GOVERNMENT IMMUNITY; SECTION 9: SEVERABILITY; AND, PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of County Commissioners finds that excessive false alarms unduly burden the Lyon County Sheriff’s Office limited law enforcement resources.

WHEREAS, the purpose of this ordinance is to establish reasonable expectations of alarm users and alarm businesses, ensuring that alarm users and alarm businesses are held responsible, thus reducing false alarm dispatches from the Lyon County Sheriff Office.

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

Section 1: Lyon County Code is hereby amended by adding the following chapter, to read as follows:

FALSE ALARM REDUCTION ORDINANCE



SECTION 1: DEFINITIONS

SECTION 2: DUTIES OF THE ALARM USER

SECTION 3: DUTIES OF THE ALARM COMPANY

SECTION 4: PROHIBITED ACTS

SECTION 5: ENFORCEMENT OF PROVISIONS

SECTION 6: APPEALS

SECTION 7: CONFIDENTIALITY
SECTION 8: GOVERNMENT IMMUNITY
SECTION 9: SEVERABILITY

SECTION 1: DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them:

Alarm Administrator means a person or persons designated by the County to administer, control and review false alarm reduction efforts and administers the provisions of this ordinance.

Alarm Company means a person subject to the licensing requirements, and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm Signal means a detectable signal; audible or visual, generated by an alarm system, to which law enforcement is, requested to respond.

Alarm System means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other illegal activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, fire alarms, domestic violence alarms, or alarms designed to elicit a medical response.

Alarm User means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic Dial Protection Device means an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Lyon County Sheriff Office a recorded message or code signal indicating a need for law enforcement response.

Cancellation means the process where a deputy response is terminated to an alarm site before a deputy arrives at the scene.

County means the County of Lyon or its agent.

Dual-Activation Panic Device means a device installed by alarm companies for accounts requiring the function of a silent holdup/robbery alarm capability. The device should require that two buttons be depressed together, one button that is recessed and must be pushed and held, two bill traps wired in parallel or any device that requires two actions to be activated to activate a signal of a robbery or holdup in progress.

False Alarm means the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his/her employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the user's alarm company before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Lyon County Sheriff Office, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent

conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

Holdup Alarm means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress. The term has the same meaning as “robbery alarm.”

Local Alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Panic Alarm means an audible alarm signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation, requiring a deputy’s response.

Responsible Party means a person capable of appearing at the alarm site upon request, who has access to the alarm site and the code to the alarm system.

Robbery Alarm means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress. The term has the same meaning as “holdup alarm.”

Runaway Alarm means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Lyon County Sheriff Office may in its discretion discontinue deputy responses to alarm signals from what appears to be a runaway alarm.

SIA Control Panel Standard CP-01 means the American National Standard Institute approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by a nationally recognized testing organization, will be marked to state: “Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction.”

Verify means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid, before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

SECTION 2: DUTIES OF THE ALARM USER

(a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.

(b) Ensure that a responsible party will make a reasonable effort to respond to the alarm system’s location within 30 minutes when notified by the Lyon County Sheriff Office.

(c) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

(d) Make all attempts necessary to prevent/stop runaway alarms. Multiple alarms caused by a single technical malfunction in single alarm system for a period up to 12 hours shall constitute as only one false alarm. After 12 hours, the alarm user may be assessed civil penalties for each additional false alarm activation.

SECTION 3: DUTIES OF THE ALARM COMPANY

(a) Any person engaged in the alarm business in the County, shall comply with the following:

- 1) Obtain and maintain the required state, and/or county license(s).
- 2) Provide name, address, and telephone number of the user or a designee, who can be called in an emergency, 24 hours a day; and contact a responsible party who will respond.
- 3) Provide the most current contact information for the alarm user to the alarm administrator when requested for false alarm civil penalty(ies).

(b) **CP-01 requirement.** Upon enactment of this Ordinance, alarm installation companies shall, on all new and up-graded installations, use only alarm control panel(s) that meets SIA Control Panel Standard CP-01.

(c) **Dual-Recess Button Requirement.** Upon enactment of this Ordinance, alarm installation companies shall, on all new and upgraded installation, install only dual-recess button robbery/holdup devices for appropriate applications of commercial accounts. This requirement is not intended for the use of panic alarms.

(d) **Operation of system.** Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user, and how to prevent false alarms. In addition, provide written information of how to obtain service from the alarm company for the alarm system.

(e) **Notification of ordinance and applicable civil penalty(ies).** Prior to activation of the alarm system, the alarm company must provide the alarm user with information on how to gain access to this ordinance and appropriate civil penalty(ies) for false alarms.

(f) **Monitoring company requirements.** An alarm company performing monitoring services shall:

- 1) Utilize Enhanced Call Verification by attempting to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, at a minimum that a second call be made to a different number, if the first attempt fails to reach a responsible party. Enhanced Call Verification shall not be used in the cases of: a panic alarm; a robbery/holdup alarm; or a crime-in-progress which has been verified by video and/or audible means. The telephone number(s) and responsible party name(s) attempted shall be provided to the sheriff dispatch operator.
- 2) Provide alarm user contact information, when available, to the communications center to facilitate dispatch and/or cancellations.
- 3) Communicate any and all available information about the location and nature of the alarm.
- 4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.
- 5) Keep a record of the date and time of each notification and activation of an alarm system is received and the date, time and method by which the responsible party was notified. Such records shall be retained for 12 months and be released to the Lyon County Sheriff Office upon request.

(g) **False Statement Prohibited.** No alarm company or any employee of an alarm company will make a false statement to the alarm administrator.

(h) ***Installer/Service Repair Person Activity an Alarm Signal.*** No alarm salesperson, alarm service person or alarm installer shall activate an alarm signal that results in a false alarm.

SECTION 4: PROHIBITED ACTS

(a) It shall be a violation to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be a violation to install, maintain, or use an audible alarm system which can sound continually for more than 15 minutes.

(c) It shall be a violation to install, maintain, or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Lyon County Sheriff Office.

(d) It shall be a violation to make false statements on the alarm permit application and may be grounds for non-issuance of an alarm permit.

SECTION 5: ENFORCEMENT OF PROVISIONS

(a) ***False alarm penalties.*** Civil penalties for false alarms in a twelve (12) month period may be assessed against an alarm user. The amount of civil penalties shall be established by the County Board of Commissioners and may be subsequently amended by resolution of the County Board of Commissioners.

(b) ***Other Civil Penalty(ies).*** Violations through the entirety of this ordinance may be enforced through the assessment of civil penalty(ies) as established by resolution of the County Board of Commissioners.

(c) ***Cancellations.*** If cancellation of sheriff response occurs, prior to the sheriff arrival at the scene, the response is not considered a false alarm for the purpose of a civil penalty and no penalty will be assessed.

(d) ***Civil Non-criminal violation.*** A violation of any of the provisions of this ordinance shall constitute a civil violation only and shall not constitute a misdemeanor crime or infraction.

(e) ***Payment of Civil Penalty(ies).*** Civil penalty(ies) shall be paid within (30) days from the date of the invoice.

(f) ***Notice to alarm users of false alarms and potential suspension:***

1. The Alarm Administrator shall notify the alarm user in writing after the first false alarm. The notice shall include:

A. The amount of payment required for the civil penalty.

B. The fact that the sheriff response will be suspended after six (6) false alarms in a 12-month period, (excluding duress, holdup, robbery and panic alarms).

C. A description of the appeals procedure available to the alarm user.

(g) ***Suspension of law enforcement response – Delinquent account.*** The failure of an alarm user to make payment of any civil penalty(ies) assessed under this ordinance within 30 days from the date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the alarm system site until payment is received.

1. The Alarm Administrator shall notify the alarm user, the alarm installation company or monitoring company in writing thirty (30) days before an alarm response is to be suspended. Suspension of alarm response does not apply to duress, robbery, holdup and panic alarms. The notice of suspension must also include the amount of the civil penalty amount for each false alarm, and a description of the appeals procedure available to the alarm user and the alarm installation company or monitoring company.

(h) ***Suspension of law enforcement response – Excessive false alarms.***

1. After an alarm system site has accumulated six (6) false alarm responses in a twelve (12) month period, the Alarm Administrator shall notify, the alarm user, the alarm installation company or monitoring company in writing thirty (30) days before an alarm response is to be suspended. Suspension of alarm response does not apply to duress, robbery, holdup and panic alarms. The notice of suspension must also include the amount of the civil penalty amount for each false alarm, and a description of the appeals procedure available to the alarm user and the alarm installation company or monitoring company.

(i) ***Reinstatement of suspended sites for excessive false alarms*** - A person whose alarm system site has been suspended, may obtain reinstatement of the response by the Alarm Administrator if the person submits to the Alarm Administrator:

1. A reinstatement fee.
2. Sufficient articulation in writing, addressing proactive measures to be implemented, preventing false alarms in the future.
3. Certification from an alarm installation company, stating that the alarm has been inspected and/or repaired on cases where repetitive, obvious malfunctioning of the system occurred.

(j) ***Reinstatement of response.*** The Sheriff's Office shall reinstate its response to an alarm system site as soon as practical, after receiving notice of reinstatement from the Alarm Administrator.

(k) ***Additional suspension of service.*** If an alarm system site is reinstated after suspension, the Sheriff's Office may again suspend response if it is determined that two false alarms have occurred within 60 days after the reinstatement date.

(l) ***Exceptions.*** Government entities, including but not necessarily limited to the City, County, State, Federal and School Districts are exempt from payment for all civil penalties for Alarm Systems on property under their control.

SECTION 6: APPEALS

(a) ***Appeals process.*** Assessments of civil penalty(ies) and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the Alarm Administrator within 10 days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision. Appeals shall be heard through an administrative process established by the Sheriff's Office. The hearing officer's decision is subject to review in the district court by proceedings in the nature of certiorari.

(b) *Appeal standard.* The hearing officer shall review an appeal from the assessment of civil penalty(ies) or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the hearing officer shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision based on:

1. Evidence that a false alarm was caused by an act of nature;
2. Evidence that a false alarm was caused by action of the telephone company;
3. Evidence that a false alarm was caused by a power outage;
4. Evidence that an alarm was not a false alarm; or
5. Multiple alarms occurring in a 24-hour period may be considered as one false alarm to allow the alarm user time to take corrective action, unless the false alarms are directly caused by the alarm user.

SECTION 7: CONFIDENTIALITY

In the interest of public safety, all information contained in and gathered through no response records, applications for appeals and any other alarm records shall be held in confidence and exempted from any public records disclosure by all employees and/or representatives of the County.

SECTION 8: GOVERNMENT IMMUNITY

The False Alarm Reduction Ordinance is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. The alarm user acknowledges that the Lyon County Sheriff Office's response may be influenced by factors such as: the availability of sheriff units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

SECTION 9: SEVERABILITY

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

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

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

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

PROPOSED THIS _____ day of May, 2016.

PROPOSED BY Commissioner _____.

PASSED on the _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

BOARD OF LYON COUNTY
COMMISSIONERS

CHAIRMAN

Attest:

County Clerk

THIS ORDINANCE shall be in full force and effect from and after the _____ day of _____, 2016.