



**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 October 6, 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 16-09 For Possible Action: an ordinance amending Lyon County Code Title 10 – Land Use Regulations; by amending: Chapter 3 – Residential Districts, Section 1–General Provisions, revising Subsection G, to revise the provisions regulating residential use of a recreational vehicle in the event of a natural or man-made disaster; and other matters properly related thereto

10:00 A.M. – Time Specific - For Possible Action – Presentation and acceptance of the Compensation Study performed by Pontifex. Also, authorization for the County Manager and Human Resources to move forward with steps to implement the compensation study (requested by Comptroller)

11:30 A.M. – Time Specific - 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)

1:30 P.M. – Workshop – For Possible Action: To approve, deny, revise the following components of the draft Title 15 Land Use and Development Code:

- 15.100 Impact Fees
- 15.101 Reserved
- 15.102 Reserved
- 15.103 Reserved
- 15.104 Reserved
- 15.105 Reserved
- 15.106 Reserved
- 15.107 Reserved
- 15.108 Reserved
- 15.109 Reserved
- 15.110 Development Agreements
- 15.111 Reserved
- 15.112 Reserved
- 15.113 Reserved
- 15.114 Reserved
- 15.115 Density Bonus Agreements
- 15.116 Reserved
- 15.117 Reserved
- 15.118 Reserved
- 15.119 Reserved
- 15.120 Reimbursement Agreements
- 15.121 Reserved
- 15.122 Reserved
- 15.123 Reserved
- 15.124 Reserved
- 15.125 Reserved

-
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. Bradley, Sheila; **Bradley Enterprises**; 626 Champions Dr., Dayton, NV; Sell Children's Novels and Educational Workbooks
 - b. Thomas, George Bryan; Golden, Rodney J.; **Cannon Cochran Management Services, Inc.**; 2 E. Main St., Danville, IL; Insurance Services
 - c. Arnold, Dave; **Dave Arnold**; 52 Laxalt Dr. Apt., A, Mound House, NV; Handyman Services
 - d. Dennis, Desiree N.; Dennis, Robert W.; **Denscorp General Contractors**; 5245 Vista Blvd. #131, Sparks, NV; General Construction
 - e. Jaquay, Michelle K.; **Jaquay Enterprises**; 110 Hoye Canyon Rd., Wellington, NV; Move, Install and Repair Manufactured Homes
 - f. Billings, Deborah Lynn; Billings, David Allen; Action Garage Door Company, Inc.; **Tahoe Screens.**; 121 Chalice Ave., Dayton, NV; Change Name and Business Entity Type
10. For Possible Action: Approve: Approve agreement with Washoe Legal Services to provide legal services for children in abuse and neglect cases (requested by Washoe Legal Services)
11. For Possible Action: Approve Memorandum of Understanding between Lyon County and the Lyon County School District for the implementation of School Resource Officers (requested by Sheriff)
12. For Possible Action: Acceptance of FY17 Notice of Grant Award (NGA) from Aging and Disability Services Division (ADSD) for Home Delivered Meals, Grant # 11-001-04-24-17, in

the amount of \$92,658.00 (requested by Human Services Director)

13. For Possible Action: Acceptance of FY17 Notice of Grant Award (NGA) from Aging and Disability Services Division (ADSD) for Congregate Meals, Grant # 11-001-07-13-17, in the amount of \$75,764.00 (requested by Human Services Director)
14. For Possible Action: Acceptance of the amended FY17 Notice of Grant Award from the State of Nevada Department of Health and Human Services, for the Community Services Block Grant, in the amount of \$157,827 (requested by Human Services Director)
15. For Possible Action: Acceptance of the FY16 Subgrant Amendment #1 for the Women, Infants, and Children (WIC) program, through the Nevada Division of Public and Behavioral Health, Bureau of Child, Family, and Community Wellness in the amount of \$260,362.00 (requested by Human Services Director)
16. For Possible Action: Acceptance of the Notice of Subgrant Award from the State of Nevada, Division of Public and Behavioral Health in the amount of \$378,917.56 to continue the Nevada Home Visiting Program in Lyon County (requested by Human Services Director)
17. For Possible Action: Authorize staff to enter into an agreement with Taggart & Taggart, LTD to provide legal services to Lyon County Utilities for water rights, water resources and developer agreement related activities (requested by Utilities Director)
18. For Possible Action: Review and accept travel claims
19. 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)**

20. **COMSTOCK INDUSTRIAL, LLC – ZONE CHANGE (for possible action)** – Request to change the zoning on approximately 98.00 total acres from RR-2T (Rural Residential-2 acre minimum with trailer overlay) to M-E (Industrial Estates) to conform to the 2010 Comprehensive Master Plan; located at 3405 Citrus Avenue, Silver Springs, NV (APN 15-171-25) PLZ-16-0026
Planning Commission Recommendation: By a unanimous vote of those members present, the Planning Commission **recommended approval** of your request for a Zone Change, based on the findings recommended by staff.
21. **UNION HOTEL / HASBROUCK, GLENN – SPECIAL USE PERMIT (for possible action)** - Request for a Special Use Permit to allow for a use not permitted in the underlying C-2 zoning district (single family residence) within the Historic Zoning Overlay district per LCC Title 10 Chapter

14, all on a .16 total acre parcel; located at 75 West Main Street, Dayton, NV; (APN 06-073-06) PLZ-16-0023

Planning Commission Recommendation: By a unanimous vote of those members present, the Planning Commission **recommended approval** of your request for a Special Use Permit, based on the recommended findings, and subject to the 11 conditions listed in the staff report.

22. **GRANITE POINTE SUBDIVISION / SAGINAW MANUFACTURING, LLC – MERGER AND RESUBDIVISION INTO A TENTATIVE SUBDIVISION MAP (for possible action)** – Request to combine two existing (2) parcels totaling 10.3 acres, into 45 residential lots and 1 commercial lot, through the Merger and Resubdivision into a Tentative Subdivision map, process; located at 269 Dayton Valley Road, Dayton, NV (APN 16-271-22 and 16-271-23) PLZ-16-0024

Planning Commission Recommendation: By a unanimous vote of those members present, the Planning Commission **recommended approval** of your request for a Merger & Resubdivision into a Tentative Subdivision Map, based on the recommended findings, and subject to the 42 conditions listed in the staff report.

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

REGULAR AGENDA

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

23. For Possible Action: Approve Alarm Ordinance #589 Civil Penalties and Fee Schedule (requested by Sheriff)
24. Commissioner Comments
25. For Possible Action: Approve Minutes (available in the Clerk/Treasurer's Office)
26. 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**
27. Closed Session for labor relation discussion as allowed under NRS 288.220
28. 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 September 30, 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**

DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft September 8, 2016
34 Lakes Blvd., Dayton, Nevada 7:00 PM

#7

1. **Pledge of Allegiance All participated**
2. **Roll Call/Determination of Quorum**
Board members present: Jon Fabel, Shawn Keating, Ian Murdock and Lyn Patmor. Marlene Larson absent. Quorum established.
3. **Certification of posting of the Agenda for the meeting of September 8, 2016**
Fabel certified posting of the agenda.
4. **Approval of agenda for meeting of September 8, 2016**
MOTION: by Patmor to approve, seconded by Keating, vote 4-0 in favor.
5. **Approval of minutes for meeting of July 7, 2016 (for possible action)**
MOTION: by Patmor to approve, seconded by Keating, vote 4-0 in favor.
6. **Approval of reimbursements of expenditures for DRCAB members (for possible action)** There were no reimbursements.
7. **PUBLIC PARTICIPATION: None**
8. **Reports by County Staff and Community Organizations**

Board of Commissioners: Commissioner (BOCC): Bob Hastings

- Numerous members of the public, county commissioners and employees attended the domestic well water rights hearing at the Legislative Building. The public comments went from 9:00 am to 12:30 pm. The State Engineer wants the law changed. Water belongs to the state. Silver Springs is over allocated but not being fully used. This is a Nevada state issue and not the BOCC responsibility.
- Dayton Valley Days Chili Cookoff will be September 17 & 18. For one, the cost is \$6, so buy two and get them for \$5 each. See attachment.

Planning Department: Rob Pyzel

- Last month the Planning Commission approved the fire station.
- Complaints have been received regarding noise and dust on the Granite aggregate pit south of Dayton Valley Road.
- Questions from participants:
 - SUP is from 2010. What are the hours of operations for trucks coming in and out and are there restrictions on rock crushing?
 - What recourse can Community Planning Department (CPD) do: can talk to the applicant for the granite pit.
 - What about the air quality and proximity to the school. Answer: Dust control is handled by the state.
 - Steven Saylor stated the pit at the end of Main Street is adjacent to him and now only operates from 6:00 am to 9:00 pm.
 - 6-23-16 Community Development Department letter to Granite Construction. The state might be monitoring for dust and noise during the day but not at night. The mud and dirt left on the road is ridiculous. The residents can't keep their cars clean from all the dust.
 - Comment: Channel 4 Joe Hart (Ask Joe) is an investigative Reporter, maybe contact him.
 - S.Saylor stated Comstock Mining has air monitors 24/7. Granite should prevent dirt, mud and debris from getting on the road.
 - The lighting is not compliant with night sky lighting.
 - When was the initial complaint sent to County Manager? May 30, 2015 and no further action taken since 6-23-16 letter.
 - WCF Tower status:
 - Comment by chair: the Dayton agendas are posted at the library, Lyon County Utilities building, Community Center and Post Office.

Sheriff: Michael Carlson (command staff)

**DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft September 8, 2016
34 Lakes Blvd., Dayton, Nevada 7:00 PM**

- Monthly call statistics (as attachment)
- Participant asked for Mobile Radar Speed Unit be placed on Dayton Valley Road. Witnessed a vehicle going 70 mph on DVR during school hours.
- LCSO will be monitoring speeding and crosswalk concerns. Carlson stated there are many pedestrians crossing at night wearing dark clothing.
- K-9 Deputy Bo is finishing up with training and becoming familiar with routine. A New Mexico company has provided a vest. Working on getting another K-9 for drugs, police work and schools.
- Dayton substation now open Tuesday/Wednesday/Thursday and Friday afternoons. A part-time employee has been hired for this task.
- Participant comment: Car racing has been happening near the Rodeo grounds around 2:00 am. There are only a total of 6 deputy coverage at that time.

Public Works by Mike Workman:

- Ed James Carson Water Conservative will be presenting a recap of conditions at the BOCC September 15 regarding domestic wells. The water committee was formed by the governor.
- Water Master Plan in process with Farr West Engineering and perhaps will be provided to the BOCC by November
- The 16" Water Main to Cardelli at Highway 50 is out to bid and connects production wells to other facilities.
- \$500,000 grant from EPA to replace sewer behind Sinclair at Railroad, 100% grant.

Historical Society of Dayton Valley: John

- Railroad Days coincides with Dayton Valley Days September 16 & 17. There will be gold panning and tours of the depot.

Parks and Recreation: by Mike Workman

- BMX track will be going to the BOCC meeting September 15 for authorization and will be next to the skate park operating 100% as a non-profit. Will not be lit and will have specific hours of operation.

Healthy Communities Coalition: None

Boys and Girls Club: None

Public Comment: Johnye Saylor

- On September 24 and 25 Sutro Tunnel Tours. Limited to 400 people and about 300 tickets have been sold. Parking at Sutro Elementary. Tickets via the Comstock Foundation.

9. SPECIAL USE PERMIT REVIEW / PLANNING BOARD AGENDA ITEMS CONSENT AGENDA (for discussion and possible action)

DAYTON AREA SUP REVIEW

I. GOLDEN SIERRA INVESTMENTS, LLC ZONING M-1

PLANNING COMMISSION PUBLIC HEARING ITEMS

1. UNION HOTEL/HASBROUGH, GLENN SUP

2. GRANITE POINT SUBDIVISION/SAGINAW MANUFACTURING, LLC – MERGER AND RESUBDIVISION INTO A TENTATIVE SUBDIVISION MAP

**DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft September 8, 2016
34 Lakes Blvd., Dayton, Nevada 7:00 PM**

Tammy Kinsley discussed and answered questions regarding the 45 residential lots and 5 commercial buildings parallel to Dayton Valley Road near the library. The project has sufficient water rights.

Questions:

- What type of businesses are planned since this development is so close to the schools? Waiting for school district comments on school crowding. A traffic study was conducted and must be constructed for mitigation.
- Parks Department will work on project access offsite for school. There is a school district tax on every home in the amount of \$1,600 (and \$500 for roads). Once the project is 90% complete, county can accept into inventory. The traffic report did not meet warrants for a 4-way stop.
- The 2010 Master Plan has alternate access to the industrial park area (bypassing schools).

MOTION by Keating seconded by Fabel to recommend approval to Community Planning Department for agenda item 9. 4-0 in favor.

- 10. ADVISORY BOARD ACTION ITEM REVIEW (for discussion and possible action)** – Patmor to find an alternate location for the November 2 meeting. The room will be used for voting in the general election.

11. PUBLIC PARTICIPATION:

- Fabel read some of the upcoming board vacancies across Lyon County. Board members Patmor, Keating and Murdock terms expire December 31, 2016. To see the vacancies, send an email to Fabel and he will forward the vacancy list.
- Title 15 workshop is set at the 2nd September BOCC meeting. Anticipate going to the public by the end of December.
- Silver Springs Airport public hearing may be sent sometime in September.
- 2 health clinics scheduled at Silver Stage High School (See attachment).

12. CHAIR/MEMBER COMMENTS: none

ADJOURNMENT at 8:36 PM.

Attachments:

6-23-16 Community Development Department letter to Granite Construction
Dayton Valley Days Chili Cook-off
LCSO Monthly call statistics
Silver Stage High School Health Clinics



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

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

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

Sent via Certified Mail receipt no.: 7007 2560 0000 4781 8302

June 23, 2016

Granite Construction Company
1900 Glendale Avenue
Sparks, NV 89431

Re: Material sites located off of Ricci Rd., Old Como Rd. and/or Schaad Lane, Dayton, NV.

Dear applicants:

This office has received correspondence informing us that you may be operating your facility in a manner which is causing extreme disruption to the nearby residential areas due to inappropriate outdoor lighting, excessive noise and extreme dust all outside of reasonable working hours.

The facility(s) are permitted through Special Use Permits which were issued at a time when conditions imposed were vague and minimal, leaving very little room for enforcement of environmental issues such as noise and dust. However, conditions of approval imposed such as "subject to all State, Federal and County requirements" do require a certain amount of reliance upon current codes.

Complaints have been received that the business is operating without consideration for the surrounding residential neighborhood. Some of their concerns are:

24hrs

Hours of operation being late into the evening (11:30 P.M.) and starting again very early (4:00 A.M.) in the morning. A report provided by Granite Construction, dated coincident with a SUP submittal stated, "Typical days of usage will be Sunday through Saturday. Regular ingress and egress of the site will occur during daytime work hours (6AM – 6PM), however some nighttime and early morning ingress and egress may occur for special projects in need of the concrete and asphalt plants." No statement suggesting that rock crushing would be conducted outside of regular working hours was included in the report.

- Extreme noise caused by rocks being dropped into the rock crusher and loud back up alarms on the motorized equipment. Lyon County does not have the specialized equipment necessary to monitor excessive noise therefore we will rely, when necessary, on outside state or federal agencies for such expertise.
- Dust control measures are not practiced and dust clouds permeate the area during hours when enforcement agencies are not available to notify. The State of Nevada, Division of Environmental Protection, has specific guidelines for "fugitive dust" and permitting for certain uses is required through that agency. (NAC 445B.22037 - Emissions of particulate matter: Fugitive dust.)
- Bright outdoor lighting which is not contained onsite. The shielding of outdoor lights is a requirement of Lyon County code, Title 10, Chapter 20. Compliance with this ordinance is a specific approval condition on your SUP approved May 6, 2010. This ordinance is intended to protect and promote the public health, safety and welfare, the quality of life, and the ability to view the night sky, by establishing regulations and a process for review of the use of outdoor artificial illuminating devices by controlling the emission of undesirable artificial light into the night sky.

Lyon County understands that such land uses, when situated near a residential neighborhood, can be problematic for both the residents and the facility. It is clear to us that most of these issues were not stated as specific conditions of your Special Use Permits. However, we are requesting your understanding that noise such as this can carry for long distances, especially in the quiet evening and early morning hours and

particulates from dust can cause health problems and/or severe discomfort for some residents. Bright lights shining into a private home can also be disruptive one's normal home life. I have attached a copy of the Lyon County Code, 10.20.01, regarding Outdoor Lighting Control so that as the outdoor lighting is in need of replacement, the existing light fixtures are replaced with more compliant fixtures.

At this time, we are requesting that you please consider the impact on the surrounding neighborhood and instruct your facility manager(s) to consider the concerns of their neighbors when conducting business.

If you feel these activities have been incorrectly reported, please feel free to contact this office at 775-463-6592 or kpage@lyon-county.org as soon as possible so that we can discuss this matter.

Thank you for your cooperation.

Sincerely,

Kerry Page
Planning Assistant

Cc: file
County Manager, Jeff Page



End of Month Cad Call Report
August 2016

TOTAL FOR ZONE NOT LISTED - 1

Animal Call 1

Total Arrests:

Total Charges: Felonies: 0 - Total Misdemeanors: 0 - Total Gross Misdemeanors: 0

TOTAL FOR DAYTON LAW ZONE - 840

911 Hangup 51

Accident 9

Alarm 33

Animal Call 9

Assist 47

Civil Papers 24

Criminal 67

Domestic Violence 19

Follow up 71

Mental 14

No Response 6

Non-Criminal 293

Public Service 61

Traffic 130

Unclassified 6

Total Arrests: 32

Total Charges: Felonies: 12 - Total Misdemeanors: 45 - Total Gross Misdemeanors: 3

TOTAL FOR FERNLEY LAW ZONE - 1,058

911 Hangup 65

Accident 8

Alarm 30

The Nevada Health Centers Mammovan is Coming to Your Neighborhood!

Early Detection is the Best Protection!

The Mammovan will be in YOUR neighborhood on:

DATES: Friday, Sept. 23rd - Saturday Sept. 24th
Sunday, Sept 24, 2016 - 8am to 2pm

HOURS: Fri. & Sat - 8:00am to 3:30pm

LOCATION: Remote Area Medical (RAM) Event

Silver Stage High School

3755 Spruce Ave., Silver Springs 89429

School Parking Lot

Acceptable Methods of Payment:

- Medicare • Medicaid • Women's Health Connection (WHC) • Sliding Fee Scale
- **Most major insurances** – Yearly Preventive Screenings are covered under most insurances, however, verify your coverage prior to your appointment to assure the Mammovan is an accepted provider.
- Individuals **NOT COVERED** by health insurance may qualify for a "no charge" screening.

For an appointment, please call:

Nevada Health Centers Mammovan

877.581.6266

www.nvhealthcenters.org/services/mammovan

GET YOUR MAMMOGRAM TODAY!

- Women 40 and over require NO referral
- Women 39 and under, or men, MUST present a physician (PCP) referral
- Must be at least 12 months since last screening
- NO deodorant, lotion or powder prior to screening
- NO minors can be left unattended and they may NOT accompany you into the exam room
- Results are mailed directly to you and your PCP / Specialist

Please be sure you have all of the following with you upon arrival to ensure a smooth check in experience:

- Current & valid government issued photo ID
- Current insurance card (if applicable)
- Completed registration forms (available online at nvhealthcenters.org/services/mammovan)
- Name & phone number of your Primary Care Physician (PCP)



NEVADA HEALTH CENTERS
MAMMOVAN
ON THE MOVE IN NEVADA



FREE HEALTH CARE CLINIC

This is a first-come, first-served event. All providers and clinic operators are volunteers.

Entry numbers are distributed at 3am, three hours before the clinic begins.

DENTAL SERVICES

VISION SERVICES

GENERAL MEDICAL CARE

WHEN: SEPTEMBER 21, 2015, 9:00 AM - 5:00 PM

WHERE: SILVER STAGE HIGH SCHOOL

ADDRESS: 1700 WEST SPRING CANYON ROAD

LOCAL CONTACT: 725-350-9300

ramusa.org

Dayton Valley Chili Cookoff September 17 & 18, 2016

as part of Dayton Valley Days

Logan Ally @ Pike St.

Dayton, NV.



**Tasting Wrist Band
\$6 ea. / 2 for \$10**

**One price,
taste 'em all!!!**

Tastings Daily: 11:00 AM until we are out

Taste chili from some of the World's Greatest chili cooks!!!

Mason Valley Mosquito Abatement District
27 South Main Street, Yerington, Nevada 89447
Telephone/Fax (775)463.6566

The Mason Valley Mosquito Abatement District meeting was held August 10, 2016; convened at 7:00 PM. In accordance with the "Nevada Open Meeting Law" the meeting is taped. Meeting tapes are stored at the Mosquito Abatement Office.

Present

Joan Blake
Alyce Reese
Bud Stinson
Jessica Smith

NOTE: Two board member vacancies at this time.

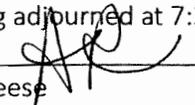
Items of Discussion:

- 1.) Motion by A. Reese and second by J. Smith to accept August 10, meeting agenda as presented.
- 2.) Motion by J. Smith, with second by A. Reese to approve minutes of May 11, 2016 as presented.
- 3.) District Managers report - July 2016. (Copy attached)
Topics of interest:
A good working relationship with the Mason Valley Wildlife Manager, which has contributed to better management of mosquito hatches to the East end of Mason Valley.
- 4.) Motion by A. Reese to pay July 2016 bills in the amount of \$5,756.35 second by J. Smith
- 5.) Correspondence: Bud downloaded an information sheet offered by the AMCA providing good information on "What is ZIKA". ? Very interesting. Bud will offer these info sheets at various locations; also Jessica will have some available at the WRID office.

WEED DISTRICT

Dan Tracy currently spraying puncture vine, having just finished with tall white top applications. Plans to start on knapweed in September.

Meeting adjourned at 7:25 PM


Alyce Reese
Secretary

MASON VALLEY MOSQUITO

ABATEMENT DISTRICT

District Manager's Report

For August, 2016

August continued to slow down, for us. We larvicided 2.7 acres, and adulticided 2,262 acres, for a total of 2,265 acres treated for mosquito control. We used 18 lbs. of Altosid XRG on 5 areas and treated the storm drains with 276 Natular T-30 tablets. We adulticided, (fogged), 5 times using a total of 12.8 gls. Of Anvil 10/10, and 2.9 gls. Of Zenevex E20. All treatments were successful and the mosquito population continues to drop.

Arbovirus surveillance, (mosquito trapping), I did two trapping sessions, in August, for a total of 11 submissions, all of which tested negative for any virus! I also trapped on 9/5 and only caught 6 mosquitos, out of three traps,(not enough to submit). I may trap again, one more time, next week, but the season is nearly over and I don't expect to catch enough, again. It looks like we managed to keep the public safe, again. No arbovirus has been detected in Mason Valley, for the 2016 Mosquito Season! KUDOS TO US.

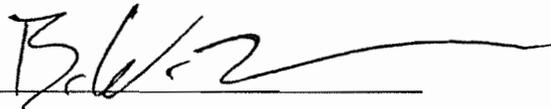
Last month we did receive four calls about mosquitos, all of which were immediately checked out and treated appropriately. All subsequent check backs did not require additional treatments.

With the season being slow and nearly over, I decided to lay off our seasonal help, Marty Howard. Marty did a great job, (as usual), and says he is now formally retired and does not plan on working any more. I will check with him, next spring, to see if he wants to come back, if not I will have to hire and train a new employee. Anyway, GOOD LUCK MARTY!

WRWCD's employee, Danny Tracy is still currently busy spraying tall whitetop and puncturevine. He should be switching over to knapweed, this month, but the tall whitetop has had a good season and is keeping him busy. Dan has really made a dent in the noxious weeds around here. we have to look pretty hard to find them, whereas in other local communities, the noxious weeds are everywhere. Now, if we can somehow conquer the puncturevine, but that would take a greatly coordinated plan with the Dept. of ag. city, public, ndot, U.S.postal service, and a couple others.

Anyway, that's it, for now. Questions/comments?

B.W.Stinson



**Mound House Advisory Board
Mound House Fire Station
56 Red Rock Road
Mound House, Nevada 89706**

Minutes for Tuesday September 6th, 2016

Meeting called to order by Vice Chairman John Diffenbaugh at 7:00pm. Rae Ann Stevenson and Lori Trowbridge were present. Orion Davis, and Melinda Cash were unable to attend.

Guests: Rob Hall, Lyon Co Sheriff Office. R David Snelgrove, AICP, Community Development Director. Ray Fierro, Lyon County Commissioner.

Pledge of Allegiance

1) Public Participation: With winter approaching, there are concerns about the lack of drainage on Linehan Rd. This item may be put on our next month's agenda. The Virginia Range Wildlife Protection Association (VRWPA) is a volunteer nonprofit corporation organized to act on behalf of free-roaming horses and wildlife in the Virginia Range. For more information, call 775-881-2288.

2) Review and adoption of the agenda for: Sept 6th, 2016. Lori made a motion to approve, John second. Motion carries.

3) Review and approval of the minutes: from the MHAB meeting of Aug 2nd, 2016. Lori made a motion to approve, John second. Motion carries.

4) Reports, and or, discussions, regarding the following:

a. Sheriff's Department: Rob Hall, LC Sheriff's office reports: Monthly stats for Dayton, MH etc. for August are: 911 Hang-up 51, Accidents 9, Criminal 67, Domestic Violence 19, Traffic 130, for a complete list just ask. You can make a tax deductible donation to the LSAC for any specific project. Top priority is to bring the K-9 unit to Lyon County. Other needs are: replace degraded handheld radios. Replace obsolete less-lethal Taser devices. Radar speed warning signs for school zones and highly dense residential streets. Your contribution can be mailed to PO Box 1477 Fernley, NV 89408 or can be dropped off at the Sheriff's Office or any substation.

b. Commissioner and/or Lyon County staff report: David Snelgrove reports: The Code Enforcement Department will be moving from the manager's office to the Community Development office, by the end of the year. Letter from NDEP saying they need a solid waste management plan. A SUP or a portion of the SUP can be concerted invalid if the USE has not been used for one year or more. Same with Grandfathered-in-claus, but of course there are exception. Ray Fierro answered question as to who to contact for the drainage issue on Linehan Rd. Ray said to send Dustin Homan (Road Dept. Director) and himself, even the County Manager an email concerning the issues. Email also works for contacting NDOT about replacing our stop sign on Hwy. 50. State legislature required all counties to vote on how much gas tax would be added for the ballot question. The Lyon County Commissioners said 3%.

c. Fire Department: John Diffenbaugh reports: The Fire reduction trailer is available for use. Concern for public safety about a property that has burn and has never been cleaned up. David

Snelgrove said to fill out a Code enforcement complaint to start the process. Date stamp pictures are helpful. John also announced, the fire dept. is having a burn fund on the 24th of Sept at the Sutro Fire Station. The fund goes to families who have been burn out and need help with lodging, clothing, and some medical cost. Free hot dogs and hamburgers.

d. Public Works (water & sewer dept, roads & highways, parks): None

e. Central Lyon County Parks & Rec. report: None

f. MHAC correspondence: Nevada Health Centers Mammovan, 887-581-6266. Healthy Communities Coalition, 775-246-7550.

g. Nevada Network of Fire Adapted Communities: Darylyn Sinette-Diffenbaugh reports: The reason for this Network is to know who your neighbors are, to learn who would need help in case of a fire in our area. Still in the working stages.

5) Discussion and for possible action regarding Special Use Permit applications, special use permit reviews and ordinance reviews and public hearing items scheduled to come before the Planning Commission.

SPECIAL USE PERMIT REVIEWS

A. FRAGA, JOSEPH/FRAGA, CARLOS A. – to operate a plastic injection, molding shop located at 17 Kit Kat Dr.

B. HUTTING, GORDON E. – for a dog kennel for up to 16 sled dogs and to include occasional boarding of dogs located at 201 Linehan Rd.

C. BARON'S RV & STORAGE LLC. – to operate a recreational vehicle and boat storage business located at 20 Newman Lane.

D. REIL, JOHN F/JRR INVESTMENTS, LLC – to utilize an existing mobile home for watchman's quarters in conjunction with an equipment storage facility located at 14 and 16 Adair Drive.

*Lori made a motion to approve as one consent agenda item, John second, motion carries.

6) Advisory Board member's comments and future agenda items.

1. Ask the road department to come to discuss the lack of drainage on Linehan Rd. Also the laws and regulation about blocking off dirt roads.

2. Board member's term expires.

7) Public Participation: None

8) Adjournment: 8:13

NEXT Meeting – October 4th , 2016

Silver City Citizen Advisory Board Meeting Minutes DRAFT
Silver City Community Center, 385 High St., Silver City, NV 89428
September 6, 2016, at 7 p.m.

1. **Call to Order @ 7:05 p.m.:** Erich Obermayr, Cal Dillon, Lorraine Richmond present.

Present: Larry Gorell, Michael Carlson, Carol Godwin, Bob Elston, Scott Jolcover.

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

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

4. **Public Comment and Participation:** Bob E. (and on behalf of his daughter Evangeline) expressed his appreciation for all involved, especially Mike Workman, for the new bandstand/stage in our park.

5. **Correspondence:** Erich said he'd written a letter to the BLM thanking them for acknowledging our input and concerns in the better wording contained in the final environmental assessment RE the American Flat Road/Lucerne Access Right-of-Way Amendment. He'd also received an e-mail from Mike Workman RE the weeds in the cemetery, as well as one from Maureen Williss RE the expiring terms of our board members. The expiring terms of board members will be an agenda item for October. Erich will check with Maureen W. regarding the deadline for applications for the board. Cal suggested posting a notice at the Post Office. Carol G. said she will add an alert to her e-mail list, and Erich said we may post a "sign-up" sheet at the Post Office. Erich also mentioned he was in receipt of flyers for a free health clinic.

6. Reports

Commissioners: None.

Lyon County Sheriff's Department Michael Carlson of the Lyon County Sheriff's Office said they'd had a quiet holiday weekend. They are about to deputize Beau, their first canine officer. He also said that a non-profit in New Mexico has donated funds for Kevlar vests for his department.

Lyon County Parks & Recreation None.

Silver City Fire Department None.

County Officials None.

Lyon County Planning Commission None. Erich said there's nothing of note regarding Silver City on the upcoming agenda.

Silver City Arts Group Carol G. commented on what a success the concert and rummage sale were. She gave an overview of current and upcoming events, among which are the annual cleaning of the schoolhouse, and the acoustic jam. 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
September 6, 2016, at 7 p.m.

Advisory Board Member Comments There was general discussion of what a great and enjoyable event the dedication of the bandstand/stage was. Erich told us that former Silver City resident Mary McDonald had died recently in a traffic accident.

7. For Discussion and Possible Action: Publicizing and Distribution of the Silver City Town Survey. Erich asked for everyone's thoughts on this. He said he'd asked Jeff Page to post it on the county website and had also sent copies to the County Commissioners. Bob E. asked if he'd sent one to the Planning Commission, and Erich said he hadn't, but will. Cal mentioned putting a copy in the community center, but thought we should be cautious about what the legalities might be of other kinds of distribution. Carol G. suggested asking Anne McCarthy about this. Scott J. asked about the methodology we used in conducting the survey, and Erich explained it to him. Erich said he'd do an e-mail to Jeff Page, with a copy to the commissioners, as well as to Dave Snelgrove, asking specifically about contacting the media. Scott J. expressed appreciation for Cal D's comments, saying they were "well-founded." Erich made a **MOTION** that we write a letter to the Board of Commissioners asking for their guidance about this. Cal seconded. There was no discussion. All in favor; motion passed.

8. For Discussion and Possible Action: Recommendation to the Lyon County Board of Commissioners RE Draft Lyon County Land Use and Development Code Nothing new. Erich will be sending Dave Snelgrove copies of all the previous versions of Title 15.

9. For Discussion Only: Candidates Open Forum None. Erich said he'd added "... or a spokesperson for a candidate or ballot issue" to the description for this agenda item.

10. 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 rnegendized item & may be returned to at any time during the agenda. None.

11. For Possible Action: Adjournment @ 7:45 p.m. Erich motioned to adjourn, Lorraine seconded. All in favor. Motion passed.

STAGECOACH ADVISORY BOARD MINUTES
Wednesday August 3, 2016
Stagecoach Community Center
8204 Highway 50 West - Stagecoach, Nevada 89429

7:00 P.M. -- OPEN MEETING – PLEDGE OF ALLEGIANCE

Call to order, determination of quorum and Pledge of Allegiance by Penny Slattery. Present: Penny Slattery, Annette Carpenter, Len Corbit, Pete Vierra. Absent: Cassandra Aveiro.

1. Public Participation: Rev Michael Slater provided information on the free breakfast at St Hugh's, announced a service on September 11th at the cemetery and gave information on the food pantry.

Elementary school open house is on August 11 and the high school August 10th.

Betty Retzer announced that Sue Parker had passed away.

2. Review and adoption of agenda: Len Corbit moved to approve, seconded by Annette Carpenter. Passed 4-0
3. Len Corbit moved approval of minutes for the meeting on July 6, 2016; second by Pete Vierra. Passed 4/0.
4. Board member comments: Penny Slattery reminded citizens about the meeting with NDOT regarding the USA Parkway to be held August 11th.
5. County Reports:
 - A. Lyon County Commissioner Report: Ray Fierro reported that the BOCC would be discussing requesting a bill that would clarify responsibility for the elected position of County Administrator.
 - B. Silver Springs/Stagecoach Hospital Board of Trustees: Vanessa Stuart reported the board has two new members.
 - C. Sheriff's Department Report: Donna Cupp discussed window hours at substations.
 - D. Animal Services Report: Nicole Cates announced Fernley has Animal Control and Willis Lamm is filling in until a new person is hired.
 - E. Central Lyon County Fire Department Report: Susan provided statistics on training and reiterated cooperation among various fire agencies.
6. For Possible Action: Planning Issues Ray Fierro provided the contact information for Mr. Snellgrove (FarrWest) who is assisting the county with planning/engineering issues.

7. Rick Zierenberg announced his candidacy for the Silver Springs position on the Fire Board.

Betty Retzer announced the Wild Horse and Burro Expo and associated activities to be held August 20-21.

Annette Carpenter announced Family Bingo to be held on August 6th.

8. Adjournment : 8 pm

Central Lyon County Parks and Recreation Advisory Board Minutes August 17, 2016

1. Call to order and Pledge of Allegiance by Chairman Scott Keller at 7:06pm.
 2. Roll Call/Determination of a Quorum: Board members present: Scott Keller, Patricia Allander, and Bob Froland. Audrey Allan absent/running late. 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 Bob Froland; second by Patricia Allander. Passed 3/0.
 6. Approval of minutes: Moved by Bob Froland; second by Patricia Allander. Passed 3/0.
- ***Recess 7:09pm to 7:19pm to wait for board member to arrive. Audrey Allan present for the duration of the meeting*****
7. Approval to change location of September 21, 2016 Parks Board meeting to the community center in Silver City: Moved by Audrey Allan; second by Patricia Allander. Passed 4/0.
 8. Discussion on Central Lyon County parks tour for Saturday, October 15, 2016. Scott provided a tentative travel itinerary handout. Scott to send out invitations to county officials. Scheduled tour to be finalized at next meeting. Motion to send out RSVP requests, approval of the tentative itinerary for October 15, 2016. Passed 4/0.
 9. Discussion on the feasibility for the use of a donated wheelchair swing. This is a wheelchair swing platform only, no frame. The county would have to provide all needed parts to make it useable if installed. Dayton Elementary School currently has an operable wheelchair swing in their playground located on Old Como Rd. There is no need expressed by the community at this time. The Board appreciates the offer but will take no action.
 10. Continued discussion on priority list for short and long term projects for regional parks. Doug to provide some estimated costs and priority list will be an ongoing agenda item.
 11. Lyon County staff report. Presented by Doug Green.
 - a. Parks and facilities: Parks dept. still working with minimal staff, no new vandalism, and discussion of concerns with broken glass in the Moundhouse Park.
 - b. Proposed projects: Doug provided updated first page of Park Tax 2016/17 documentation listing actual project costs for the Silver City stage and the shade structure at the Dayton Ball Field.
 10. Board Comments: Event scheduled for the inauguration of new stage built at the Silver City Park scheduled for Saturday, August 20 from 3-8pm.
 11. Public Comment – none
 12. Adjournment at 8:33 pm.

AGENDA SUMMARY



CONSENT: Y

Meeting Date: 10/06/2016

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 Property accounts with factual corrections.

**BUSINESS LICENSE APPLICATIONS SUBMITTED TO LYON COUNTY COMMISSIONERS
AGENDA on August 04, 2016**

ITEM #9

	APPLICANTS	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	H	F	B	Z	S
A	Bradley, Sheila	Bradley Enterprises	626 Champions Dr. Dayton, NV	Sell Children's Novels and Educational Workbooks	M				
B	Thomas, George Bryan Golden, Rodney J.	Cannon Cochran Management Services, Inc.	2 E. Main St. Danville, IL	Insurance Services	M				
C	Arnold, Dave	Dave Arnold	52 Laxalt Dr. Apt. A Mound House, NV	Handyman Services	M				
D	Dennis, Desiree N. Dennis, Robert W.	Denscorp General Contractors	5245 Vista Blvd. #131 Sparks, NV	General Construction	C				
E	Jaquay, Michelle K.	Jaquay Enterprises	110 Hoye Canyon Rd. Wellington, NV	Move, Install and Repair Manufactured Homes	M				
F	Billings, Deborah Lynn Billings, David Allen Action Garage Door Company, Inc.	Tahoe Screens	121 Chalice Ave. Dayton, NV	Change Name and Business Entity Type					
G									
H									
I									
J									
K									

AGENDA SUMMARY



CONSENT: Y

MEETING DATE: October 6, 2016

ITEM #10

TITLE: For Possible Action: Approve agreement with Washoe Legal Services (WLS) to provide legal services for children in abuse and neglect cases (requested by Washoe Legal Services)

SUMMARY: NRS 432B and 159 of NRS allows the court to appoint an attorney to represent children in abuse and neglect proceedings and minor guardianships. WLS obtained grant funding to provide child advocacy services in Lyon County.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Approve agreement

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

James P. Conway
Executive Director
Washoe Legal Services
299 South Arlington Ave.
Reno, NV 89501
775-785-5701

LIST OF ATTACHMENTS:

Agreement

AGREEMENT FOR PROVISION OF LEGAL SERVICES TO CHILDREN IN ABUSE
AND NEGLECT PROCEEDINGS

This agreement, is made and entered into this ____ day of _____, 2016, by and between LYON COUNTY, a political subdivision of the State of Nevada (hereinafter "County") and WASHOE LEGAL SERVICES, a Nevada non-profit corporation (hereinafter "WLS"); and

WHEREAS, Chapters 432B and 159 of the Nevada Revised Statutes allows the Court to appoint an attorney to represent children in abuse and neglect proceedings and minor guardianship proceedings; and

WHEREAS, WLS has applied for and obtained grant funding from the Nevada Bar Foundation and the Nevada Department of Health and Human Services, Division of Child and Family Services, to provide child advocacy services in Lyon County and other underserved counties in northern Nevada; and

WHEREAS, as a condition of receipt and use these grant funds, the grantors of said funds have required that local government and WLS help fund programs that are funded under these grants; and

NOW, THEREFORE, the parties agree as follows:

1. Obligations Provided by Statute: Chapter 432B of the Nevada Revised Statutes contemplates the appointment of an attorney to represent a child in abuse and neglect proceedings. County, as the government unit with the responsibility for child welfare services, acknowledges that it is the entity obligated to ensure that these appointments are made.
2. Assumption of Statutory Obligations by WLS: In consideration of the payments set forth in paragraph three below, WLS, to the extent grant and contract funding is sufficient, hereby agrees to provide the services described in the Agreement in order to meet the obligations established by chapter 432B from July 1, 2016 to June 30, 2019. WLS will staff a full-time, child-advocacy attorney in Lyon County to accept direct appointments from the District Judges.

3. Amount of Compensation to be Paid: In consideration of child advocacy services provided by WLS pursuant to chapter 432B, County agrees to pay WLS \$70,000 for provision of said services for each year of this agreement. The payments shall be made to WLS on a quarterly basis at the address set forth below in four equal payments (\$17,500 each) during the fiscal year, with payment due within twenty-five days of the end of each quarter. WLS will invoice the County at the end of each quarter. The first such invoice will be issued on or about October 1, 2016.
4. Term of Agreement: This Agreement shall be effective on July 1, 2016 and shall remain in effect for a period of three (3) years, to June 30, 2019. The Agreement may be renewed for an additional term upon written agreement of both parties entered into before the expiration date. *Either party may terminate the Agreement, with or without cause, upon thirty (30) days written notice to the addresses below.*
5. Relationship Created: The parties understand and agree that no attorney-client relationship is created under this Agreement between WLS and County. It is the intention of the parties only that WLS shall provide the services and assistance outlined in the Agreement, and that the only attorney-client relationship that arises from this agreement shall be between the attorney employed by WLS and his/her clients.
6. Procedure for Provision of Services: During the term of this contract, the obligation of WLS to provide advocacy services hereunder shall accrue upon appointment to a child dependency case by the District Court and shall continue until an order is entered by the Court relieving WLS of its obligation or the case is dismissed. WLS will staff a full-time, child-advocacy attorney in Lyon County to accept direct appointments from the District Judges. The District Judges will primarily appoint the attorney as counsel (as opposed to a guardian ad litem) on cases filed under Chapter 432B of the Nevada Revised Statutes. The attorney is expected to carry an active caseload of approximately 60 clients and will provide representation consistent with the American Bar Association Standards of Practice for Lawyers who Represent Children in Abuse and Neglect Cases. The attorney may also occasionally be appointed as a guardian ad litem or as an attorney in minor guardianship proceedings. If WLS has a conflict of interest in representing any client or clients, he/she shall promptly notify the Court of its inability to accept the appointment. WLS has no obligation to retain conflict counsel in cases in which it cannot represent a client due to a conflict of interest.

13. Waiver: A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.
14. Governing Law; Venue: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Third Judicial District Court of Lyon County.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE LEGAL SERVICES

By: _____
James P. Conway
Executive Director

LYON COUNTY

By: _____
Lyon County Manager

13. Waiver: A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

14. Governing Law; Venue: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Third Judicial District Court of Lyon County.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE LEGAL SERVICES

By: _____

James P. Conway
Executive Director

LYON COUNTY

By: _____

Chairman, County Commission

Exhibit A – Insurance Requirements

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

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

- i. Final acceptance by the County of the completion of this Contract; or
- ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

- b. **Workers' Compensation and Employer's Liability Insurance**
- i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
 - ii. Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

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

c. **Commercial General Liability Insurance**

i. Minimum Limits required:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$1,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$1,000,000.00</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	Each Occurrence

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

d. **Business Automobile Liability Insurance**

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

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

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

e. **Professional Liability Insurance**

i. Minimum Limit required: **\$1,000,000** Each Claim.

ii. Retroactive date: Prior to commencement of the performance of the contract.

iii. Discovery period: Three (3) years after termination date of contract.

iv. A certified copy of this policy may be required.

f. **Umbrella or Excess Liability Insurance**

i. May be used to achieve the above minimum liability limits.

ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. **Commercial Crime Insurance**

i. Minimum Limit required: **\$5,000** Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

h. **Performance Security**

i. Amount required: \$ N/A

ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.

iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.

iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. **General Requirements**

i. Amount required: \$ None

ii. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.

iii. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

iv. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

v. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.

vi. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

vii. **Approved Insurer:** Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

2. Currently rated by A.M. Best as "A-VII" or better.

j. **Evidence of Insurance**

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

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

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

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

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

AGENDA SUMMARY



CONSENT: Y

MEETING DATE: Oct 06, 2016

ITEM #11

TITLE: For Possible Action: Approve Memorandum of Understanding between Lyon County and the Lyon County School District for the implementation of School Resource Officers

SUMMARY: The Lyon County Sheriff's Office (LCSO) and the Lyon County School District (LCSD) desires to implement a School Resource Officer (SRO) program through a mutual agreement. The Memorandum of Understanding (MOU) outlines roles and responsibilities for program implementation. The LCSO intends on staffing two SROs from existing positions: second court position from the detention facility and thirteenth Fernley patrol deputy position. There will be no staffing in the Dayton school area because it had a lower call volume than Silver Springs and Fernley, and the LCSO has no further ability to staff.

RECOMMENDED ACTION AND/OR ALTERNATIVES: Approve and sign the MOU between the LCSO and the LCSD

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

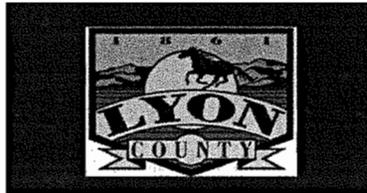
FOR INFORMATION: Sheriff Al McNeil

LIST OF ATTACHMENTS:



Wayne Workman
Superintendent

LYON COUNTY NEVADA



Al McNeil
Sheriff
Leon Ravin, MD

MEMORANDUM OF UNDERSTANDING

LYON COUNTY SCHOOL RESOURCE OFFICER PROGRAM

August 2016

MEMBERS:

Lyon County School District
25 E. Goldfield Avenue
Yerington, NV 89447
Ph: (775) 463-6800 Fax: (775) 463-6808
Contact: Wayne Workman, Superintendent

And

Lyon County Sheriff's Office
911 Harvey Way
Yerington, NV 89447
Ph: (775) 463-6600 Fax: (775) 463-6610
Contact: Al McNeil, Sheriff

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to delineate roles and responsibilities of participating agencies in establishing and operating a School Resource Officers (SRO) Program for the Lyon County School District (LCSD). The aim of the SRO program is to play an important role in maintaining and increasing safety at schools and in neighboring communities. This instrument serves to build mutual respect and trust between the LCSD and the Lyon County Sheriff's Office (LCSO) while delineating specific roles and responsibilities.

II. OVERVIEW

The LCSD and LCSO have historically enjoyed partnerships built on a foundation of shared goals and objectives, which are approached in a constructive and positive manner, and achieved through open communication. While placing law enforcement officers in schools carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, nonviolent behavioral violations and then diverted to the juvenile court system, we recognize that this approach

wastes community resources and can lead to academic failure and greater recidivism rates for these students.

Therefore, we believe that the implementation of a SRO program will foster an environment that creatively tackles problems through mutual trust and cooperation, and may be able to achieve a number of positive outcomes, including

- A partnership of law enforcement, schools, and community groups to gather and analyze useful and timely information thereby creating a problem-solving approach to issues of crime and fear of crime in schools, and in accordance with applicable privacy laws.
- An increased ability of law enforcement, schools, and community groups to work together in developing innovative, systemic, long-term approaches to reducing and preventing different kinds of crime in and around schools and preventing unnecessary law enforcement involvement in non-criminal student misbehavior. Measurable outcomes may be determined by implementing strategies focused on targeted crimes, thereby improving the quality of life for those affected (students, teachers, school personnel, and parents), promoting a safer environment that is conducive for learning, and decreasing the fear of crime and violence among students, school employees, and the surrounding community.
- An increased understanding of how to effectively interact with youth through coordinated training on topics such as basic childhood and adolescent development and age-appropriate responses, disability and special education issues, conflict resolution and de-escalation techniques, bias-free policing including implicit bias and cultural competence, restorative justice techniques, and working with specific student groups such as students with disabilities or limited English proficiency and students who are lesbian, gay, bisexual, and transgender (LGBT).
- An increased understanding of an SRO's roles and responsibilities, including an understanding that school code of conduct violations and routine discipline of students remains the responsibility of school administrators and that law enforcement actions (such as arrest, citations, ticketing, or court referrals) are only to be used as a last resort for incidents that involve criminal behavior or when it becomes necessary to protect the safety of students, faculty, and staff from the threat of immediate harm.
- An increased ability through coordinated training for schools and law enforcement agencies to properly train and respond to school safety threats and other emergencies.

III. DUTIES OF PARTICIPATING MEMBERS

A. Lyon County Sheriff's Office

- **Action.**
 1. Provide one (1) Category I Nevada Peace Officer Standards Trained (POST) deputy sheriff to be assigned to one of the following geographical school areas:
 - Fernley
 - Silver Springs

2. Provide input for program goals and objectives.
- **SRO Activities.**
 1. Handles requests for calls for service in and around assigned schools.
 2. Conducts comprehensive safety and security assessments.
 3. Develops emergency management and incident response systems based on the National Incident Management System (NIMS) and the four phases of emergency management: mitigation/prevention, preparedness, response, and recovery.
 4. Develops and implements safety plans or strategies.
 5. Integrates appropriate security equipment/technology solutions, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety.
 6. Responds to unauthorized persons on school property.
 7. Serves as liaisons between the school and other law enforcement agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws.
 8. Serves as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations).
 9. Builds relationships with juvenile justice counselors to help connect youth with needed services.
 10. Develops and expands crime prevention efforts for students.
 11. Develops and expands community justice initiatives for students.
 12. Instructs an evidenced-based approved curriculum intended to immunize age appropriate students against delinquency, youth violence and bullying.
 13. **SRO will not be responsible for requests to resolve routine discipline problems involving students.**
 - **Equipment.**
 1. LCSO will provide the following for each SRO:
 - All personal protective equipment.
 - Vehicle.
 - **Maintain Records.**
 1. SRO will document and provide statistical data as required.
 2. SRO will be designated as a “school official” for purposes of student educational records in regards to the Family Educational Rights and Privacy Act (FERPA).
 - **Financial Responsibility.**
 1. Serve as an employee of LCSO for the purposes of payroll, PERS and other benefits accounting and acquisition.
 2. Provide continuing education to maintain POST certification.

B. Lyon County School District

- **Action.**

1. Provide SRO reporting guidance for the assigned school.
2. Provide input for program goals and objectives.
3. Identify focused needs for the school.

- **Activities.**

1. Approves curriculum and schedule for approved evidence-based youth program instruction taught by SRO.
2. Provide data and information necessary for LCSO to complete all reporting requirements.

- **Equipment.**

1. Provide work space and computer access for each assigned SRO.
2. Provide support equipment for assigned classroom lecture and instruction.

- **Financial Responsibility.**

1. Reimburse county for wages earned with all pre-approved school related assignments in excess of 40 weekly hours at \$55.00 per hour.

IV. INFORMATION SHARING

Information will be shared between the LCSD and LCSO in accordance with applicable member policies, the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), civil rights, and state laws.

V. SUPERVISION RESPONSIBILITY AND CHAIN OF COMMAND FOR THE SRO.

1. SRO reports directly to the school site principal during assigned school workdays and to the assigned LCSO district lieutenant during non-school workdays.
2. SRO is jointly evaluated by the school site principal and the assigned LCSO district lieutenant, quarterly for the first year, and then on an annual basis thereafter.

VI. TERM

This MOU will become effective upon the approval by all parties, with a prescribed end date of June 30, 2018. The parties will determine continuance as needed. Either party may terminate this MOU by giving written notice of such intent to the other party at least thirty (30) days prior to such termination.

VII. INDEMNIFICATION

All members to this MOU agree to indemnify and hold harmless the other parties for any damages or injuries sustained as a result of participation in this program. Any recompense for

injury or personal loss shall be strictly borne by the member in whom that respective individual is employed. This MOU must comply with the provisions and processes contained in NRS 277.180. Each party agrees to indemnify the other for any damages to the other party resulting from their conduct.

VIII. SIGNATURES

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

Joe Mortenson
Lyon County Commissioner - Chair

Date

Jason Sanderson
Lyon County School Board Trustee - President

Date

Alvin McNeil, Sheriff
Lyon County Sheriff's Office

Date

Wayne Workman, Superintendent
Lyon County School District

Date

AGENDA SUMMARY

CONSENT: Y N



MEETING DATE: October 6, 2016

ITEM #12

TITLE: For Possible Action: Acceptance of FY17 Notice of Grant Award (NGA) from Aging and Disability Services Division (ADSD) for Home Delivered Meals, Grant # 11-001-04-24-17, in the amount of \$92,658.00.

SUMMARY: This is an annual renewal of funding in the amount of \$92,658.00, for the Title IIIC Nutrition, Home Delivered Meal program. This funding provides for meals to be delivered to seniors age 60 and older, who are unable to independently leave their homes in the Dayton, Fernley, and Silver Springs communities.

The grant funds are reimbursed at a fixed fee rate of \$2.65 per home delivered meal served. Other funding sources include USDA Nutrition Services Incentive Program (NSIP), County General Fund (budgeted), miscellaneous donations, and an opportunity for participants to contribute a suggested meal donation of \$2.00.

It is anticipated that Dayton, Fernley, and Silver Springs Senior Centers will serve approximately 35,000 home delivered meals during FY17.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Recommend approval to accept the FY17 Title IIIC Home Delivered Meals Grant Award from ADSD in the amount of \$92,658.00 for the period of October 1, 2016 through September 30, 2017.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

Edrie Lavoie 775.577.5009, x3301
Human Services

LIST OF ATTACHMENTS:

Notification of Grant Award
Confidentiality Addendum

NOTIFICATION OF GRANT AWARD

Grantee: Lyon County Commission **Date:** September 12, 2016
Program Name: Lyon County Human Services **New / Revised Award:** New
Grant Number: 11-001-04-24-17 **Award Fiscal Year:** 2017
Grant Period: 10/01/2016 - 9/30/2017

Vendor #: T40156600 **Funded Service:** Home-Delivered Meals
DUNS #: 071540355 **Grant Type:** Fixed Fee

CFDA #	93.045			Total
Funding Source	Title III-C2	State		
Award	\$82,849.00	\$9,809.00		\$92,658.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$82,849.00	\$9,809.00	\$0.00	\$92,658.00
Required Match	\$14,622.00	\$0.00	\$0.00	\$14,622.00

Standard Grant Conditions

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must comply with the established reporting schedule for fiscal and programmatic reporting or grant payments will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.
- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.

Initials

Date

NOTIFICATION OF GRANT AWARD

Grant Number: 11-001-04-24-17

Date: September 12, 2016

- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds are earned at a fixed fee rate of \$2.65 for each home-delivered meal served.
- 2. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
 - Revised Budget
 - Revised Projected Output Form



 Edward Ableser, Administrator

9-11-16

 Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

 Chair, Lyon County Board of Commissioners
 Signature, Title

10/6/2016

 Date

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING & DISABILITY SERVICES DIVISION
CONFIDENTIALITY ADDENDUM**

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"
and

Lyon County

hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

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

NOW, THEREFORE, Division and Contractor agree as follows:

RR. DEFINITIONS

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

- 141. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
- 142. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 143. **Contractor** shall mean the name of the organization described above.
- 144. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

XL. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

36. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

Signature

Joe Mortensen

Print Name

Chair, Lyon County Board of Commissioners

Title



Signature

Edward Ableser

Print Name

Administrator

AGENDA SUMMARY



CONSENT: Y N

MEETING DATE: October 6, 2016

ITEM #13

TITLE: For Possible Action: Acceptance of FY17 Notice of Grant Award (NGA) from Aging and Disability Services Division (ADSD) for Congregate Meals, Grant # 11-001-07-13-17, in the amount of \$75,764.00.

SUMMARY: This is an annual renewal of funding in the amount of \$75,764.00 for the Title IIIIC Nutrition, Congregate Meal program. This funding provides for meals to be served on-site at Dayton, Fernley, and Silver Springs Senior Centers.

The grant funds are reimbursed at a fixed fee rate of \$2.20 per congregate meal served. Other funding sources include USDA Nutrition Services Incentive Program (NSIP), County General Fund (budgeted), miscellaneous donations, a suggested meal donation of \$2.00 for seniors age 60 and older, and a \$7.00 fee for individuals under age 60.

It is anticipated that Dayton, Fernley, and Silver Springs Senior Centers will serve approximately 34,400 congregate meals during FY17.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Recommend approval to accept the FY17 Title IIIIC Congregate Meals Grant Award from ADSD in the amount of \$75,764.00 for the period of October 1, 2016 through September 30, 2017.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

Edrie Lavoie 775.577.5009, x3301
Human Services

LIST OF ATTACHMENTS:

Notification of Grant Award
Confidentiality Addendum

NOTIFICATION OF GRANT AWARD

Grantee: Lyon County Commission Date: September 12, 2016
 Program Name: Lyon County Human Services New / Revised Award: New
 Grant Number: 11-001-07-13-17 Award Fiscal Year: 2016/2017
 Grant Period: 9/30/2016 - 9/29/2017

Vendor #: T40156600 Funded Service: Congregate Meals
 DUNS #: 071540355 Grant Type: Fixed Fee

CFDA #	93.045			Total
Funding Source	Title III-C1	State		
Award	\$54,884.00	\$20,880.00		\$75,764.00
Carryover				\$0.00
Supplement				\$0.00
Deobligation				\$0.00
Total Amount Awarded	\$54,884.00	\$20,880.00	\$0.00	\$75,764.00
Required Match	\$9,687.00	\$0.00	\$0.00	\$9,687.00

Standard Grant Conditions

- A. The total award amount designates a ceiling of participation by the Aging and Disability Services Division.
- B. Funds are requested and disbursed on a monthly basis or on an as-needed basis.
- C. The Grantee shall comply with the Program Instructions, Nevada (PINs), and Service Specifications established by the Division. Grantees receiving federal funding must also comply and adhere to the appropriate OMB Circulars and Administrative Requirements.
- D. The Division, as Grant Agency, retains control over any capital equipment, including vehicles that are purchased or provided matching funds.
- E. The Grantee shall comply with the scope of services, budget and assurances defined in the approved grant application. The Grantee must have prior approval from the Division for making significant programmatic or budget changes affecting the scope of service or service delivery method. Grant expenditures must comply with the limitations of the grant agreement.
- F. If any part of the award is sub-contracted, the Sub-Grantee must comply with the same grant conditions.
- G. The Grantee/Program will acknowledge the Aging and Disability Services Division in publicity, publications and pamphlets. An approved Division logo must be applied to the outside of all vehicles purchased with Division grant funds.
- H. The Grantee must comply with the established reporting schedule for fiscal and programmatic reporting or grant payments will be withheld.
- I. The Grantee agrees to a limited scope audit to settle any financial disagreements or disputes. Audit costs are to be paid by Grantee.
- J. All Division funded programs must be listed on the Nevada Aging and Disability Resource Center (ADRC) website - www.NevadaADRC.com.

Initials Date

NOTIFICATION OF GRANT AWARD

Grant Number: 11-001-07-13-17

Date: September 12, 2016

- K. The maximum administrative or indirect costs that can be charged to this grant is limited to 8% of the direct costs, with the exception of fixed fee, Nutrition Services Incentive Program, or equipment awards, for which administrative costs are not allowed.
- L. The Division will automatically de-obligate all funds not obligated by the end of the grant award period.
- M. The Grantee shall hold harmless, defend and indemnify the State of Nevada, Department of Health and Human Services and the Aging and Disability Services Division from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or non-performance of the services or subject matter called for in the Grant Agreement, to the extent limited in accordance with NRS 41.0305 to 41.039.
- N. If applicable, the Grantee agrees to the requirements of Chapter 218 of the Nevada Revised Statutes as amended by the 2007 Legislature.
- O. This grant agreement may be TERMINATED by either party prior to the end date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Aging and Disability Services Division state and/or federal funding ability to satisfy this agreement is withdrawn, limited or impaired.
- P. Nutrition Services Incentive Program (NSIP) funds must be used to purchase domestically produced foods for Title III-C nutrition projects - Older Americans Act, 311(d)(4).

Special Grant Conditions

- 1. Grant funds are earned at a fixed fee rate of \$2.20 for each congregate meal served.
- 2. Grant funds will be placed on hold until the following are received and approved by the RD Program Specialist:
 - Revised Budget


 Edward Ableser, Administrator

9-14-16
 Date

STATEMENT OF ACCEPTANCE: I have reviewed and accept the conditions listed on all pages of this grant award, as evidenced by either my signature or initials on each page.

Signature, Title Date

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGING & DISABILITY SERVICES DIVISION
CONFIDENTIALITY ADDENDUM

BETWEEN

Aging & Disability Services Division

Hereinafter referred to as "Division"
and

Lyon County
hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

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

NOW, THEREFORE, Division and Contractor agree as follows:

SS. DEFINITIONS

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

- 145. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
- 146. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 147. **Contractor** shall mean the name of the organization described above.
- 148. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

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

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW
Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

XLI. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

37. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

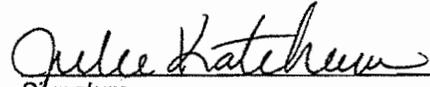
Signature

Joe Mortensen

Print Name

Chair, Lyon County Board of Commissioners

Title



Signature

 Edward Ableser

Print Name

Administrator

AGENDA SUMMARY



CONSENT: Y N

MEETING DATE: October 6, 2016

ITEM #14

TITLE: For Possible Action: Acceptance of the amended FY17 Notice of Grant Award from the State of Nevada Department of Health and Human Services, for the Community Services Block Grant, in the amount of \$157,827.

SUMMARY: This is an amendment to the previously accepted award for funding in the amount of \$126,557 received through the State of Nevada to provide family development and case management services to assist individuals in achieving self-sufficiency. This amendment will increase the total award amount to \$157,827.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Recommend approval to accept the amended FY17 Community Services Block Grant from the State of Nevada Department of Health and Human Services in the amount of \$157,827 for the 12 month period of July 1, 2016 through June 30, 2017.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

Edrie Lavoie 775.577.5009, x3301
Human Services

LIST OF ATTACHMENTS:

Notice of Grant Award Amendment #1

Nevada Department of Health and Human Services
Office of Community Partnerships and Grants
4126 Technology Way, Room 100, Carson City, NV 89706
(775) 684-4000

**COMMUNITY SERVICES BLOCK GRANT
NOTICE of GRANT AWARD**

Amendment #1

Grantee: Lyon County Human Services PO Box 1141 1075 Pyramid Street Silver Springs, NV 89429		Tax ID: 88-6000097 Request ID: 245.11 CFDA #93.569	
Contact: Edrie LaVoie		Telephone: (775) 577-5009	
Project: Community Action		Email: elavoie@lyon-county.org	
Grant Period: 7/1/2016 to 6/30/2017		Vendor #: T40156600AA	
Project Description: Community action programs to reduce community and family poverty.			
Counties to be served: Rural\Rural North\Lyon			
Approved Budget: 2017	\$157,827		
	Family Development		\$144,133
	Agency Capacity		\$2,800
	Administration		\$10,894
		TOTAL	\$157,827
This grant has been approved for a one-year period, contingent upon performance and availability of funds.			
Disbursement of funds: Total reimbursement will not exceed \$157,827 during the current year. Funds will be disbursed primarily on a reimbursement basis, with allowance for advances, in accordance with DHHS Grant Instruction and Requirements in Attachment B.			
Terms and Conditions: In accepting these grant funds, the recipient understands and agrees to the following.			
<ol style="list-style-type: none"> 1. This award is subject to the availability of appropriate funds. 2. Expenditures must comply with any statutory guidelines, DHHS Grant Instructions and Requirements, and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented in Attachment A. 4. Grantee must comply with the DHHS Grant Conditions and Assurances, Federal Assurances, and the DHHS Grant Instructions and Requirements in Attachment B. 5. Grantee must comply with all applicable Federal regulations including but not limited to: <ul style="list-style-type: none"> • Audit requirements for grantees that expend more than \$750,000 in Federal awards during the grantee's fiscal year; • Title 2 of the Code of Federal Regulations (CFR) including , but not limited to, 2 CFR 200 (replacing OMB Circular A-21 for colleges and universities), 2 CFR 225 (replacing OMB Circular A-87 for state and local governments, and 2 CFR 230 (replacing OMB Circular A-122 for non-profit organizations); and • 45 CFR 92.35 requiring that neither the grantee nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. 6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator. 7. Grantee must utilize eLogic software or an approved alternative to report services and outcomes. 8. Grantee must implement the national CSBG Organizational Standards. 			

Signatures	Dates
Authorized Grantee Official: Gary Gobelman OCPG Grant Administrator:	
Richard Whitley Director, DHHS:	

AGENDA SUMMARY



CONSENT: Y N

MEETING DATE: October 6, 2016

ITEM #15

TITLE: For Possible Action: Acceptance of the FY16 Subgrant Amendment #1 for the Women, Infants, and Children (WIC) program, through the Nevada Division of Public and Behavioral Health, Bureau of Child, Family, and Community Wellness in the amount of \$260,362.00

SUMMARY: This is an amendment to the previously accepted award for the funding in the amount of \$257,875.00 received through the State of Nevada. This funding provides for breastfeeding support, supplemental nutritious foods and nutrition education for women, infants, and children up to the age of 5 years old. The additional funding will provide for one employee to attend the 2016 National Nutrition Education and Breastfeeding Conference. This amendment will increase the total award amount to \$260,362.00.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Recommend approval to accept the FY16 Subgrant Amendment #1 for the Women, Infants, and Children program from the State of Nevada Division of Public and Behavioral Health in the amount of \$260,362.00 for the 12 month period of October 1, 2015 through September 30, 2016.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

Edrie Lavoie 775.577.5009, x3301
Human Services

LIST OF ATTACHMENTS:

Subgrant Amendment #1



State of Nevada
 Department of Health and Human Services
Division of Public & Behavioral Health

Original HD #: 15143
 Budget Account: 3214
 Category: 14
 GL: 8511
 Job Number: 1055716A

SUBGRANT AMENDMENT #1

Program Name: Women, Infants and Children Program (WIC) Bureau of Child, Family and Community Wellness	Subgrantee Name: Lyon County Health and Human Services		
Address: 4126 Technology Way, Suite # 102 Carson City, NV 89706-2009	Address: 1075 Pyramid Street/PO Box 1141 Silver Springs, NV 89429		
Subgrant Period: October 1, 2015 through September 30, 2016	Amendment Effective Date: Upon approval by all parties.		
This amendment reflects a change to:			
<input type="checkbox"/> Scope of Work <input type="checkbox"/> Term <input checked="" type="checkbox"/> Budget			
Reason for Amendment: Travel increase for one person to the National WIC Conference in Denver, CO Spetember 8 th to September 10 th .			
Required Changes:			
Current Language:	Maximum allowable for the term of the subgrant is \$257,875.00. See Section C: Budget and Financial Reporting Requirements of the original subgrant.		
Amended Language:	Maximum allowable for the term of the subgrant is \$260,362.00. See Exhibit A: Amended Budget Detail. This exhibit replaces the budget in Section C of the original subgrant.		
Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	\$ 224,215.00	\$ 0.00	\$ 224,215.00
2. Travel	\$ 2,524.00	\$ 2,487.00	\$ 5,011.00
3. Operating	\$ 24,288.00	\$ 0.00	\$ 24,288.00
4. Equipment	\$	\$ 0.00	\$ 0.00
5. Contractual/Consultant	\$ 6,300.00	\$ 0.00	\$ 6,300.00
6. Training	\$ 548.00	\$ 0.00	\$ 548.00
7. Other	\$	\$ 0.00	\$ 0.00
Total	\$ 257,875.00	\$ 2,487.00	\$ 260,362.00
Incorporated Documents: Exhibit A: Amended Budget Detail Exhibit B: Original Notice of Subgrant Award			

By signing this Amendment, the Authorized Subgrantee Official or their designee, Program Manager, Bureau Chief, and Division of Public and Behavioral Health Administrator acknowledge the above as the new standard of practice for the above referenced Subgrant. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the Original Subgrant Award and all of its Attachments.

	Signature	Date
Chair BOCC		
Michelle Walker Program Manager, WIC		
Beth Handler, MPH Bureau Chief, CFCW		
for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health		

AGENDA SUMMARY

CONSENT: Y N



MEETING DATE: October 6, 2016

ITEM #16

TITLE: For Possible Action: Acceptance of the Notice of Subgrant Award from the State of Nevada, Division of Public and Behavioral Health in the amount of \$378,917.56 to continue the Nevada Home Visiting Program in Lyon County.

SUMMARY: This is an annual renewal of funding in the amount of \$378,917.56, for the Nevada Home Visiting (NHV) program. This grant funding will provide home visits to pregnant women or children birth to age 5.

The home visiting program model is designed to work with overburdened families who are at-risk for adverse childhood experiences, including child maltreatment. Program outcomes include improved maternal and child health, prevention of child injuries, child abuse, or maltreatment, reduction of emergency department visits, improvement in school readiness and achievement, reduction in crime or domestic violence, improvement in family economic self-sufficiency, and improvement in the coordination and referrals for other community resources and supports.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

Recommend approval to accept the Notice of Subgrant Award from the State of Nevada, Division of Public and Behavioral Health in the amount of \$378,917.56 for the 12 month period of October 1, 2016 through September 30, 2017.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

Edrie Lavoie 775.577.5009, x3301
Human Services

LIST OF ATTACHMENTS:

Notice of Subgrant Award



State of Nevada
 Department of Health and Human Services
Division of Public & Behavioral Health
 (hereinafter referred to as the Division)

HD #: 15645
 Budget Account: 3222
 Category: 17
 GL: 8511
 Job Number: 9350515A

NOTICE OF SUBGRANT AWARD

Program Name: Nevada Home Visiting Bureau of Child, Family, and Community Wellness		Subgrantee Name: Lyon County Human Services Contact: Anna Coons															
Address: 4150 Technology Way, Suite #210 Carson City, NV 89706-2009		Address: 1075 Pyramid St. Silver Springs, NV 89429															
Subgrant Period: October 1, 2016 through September 30, 2017.		Subgrantee's: EIN: <u>88-6000097</u> Vendor #: <u>T40156600A</u> Dun & Bradstreet: <u>809496495</u>															
Purpose of Award: Lyon County Human Services will provide Parents as Teachers home visiting services to 40 families in Lyon County.																	
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: Lyon County																	
Approved Budget Categories:		Disbursement of funds will be as follows:															
<table style="width: 100%; border-collapse: collapse;"> <tr><td>1. Personnel</td><td style="text-align: right;">\$ <u>309,228.19</u></td></tr> <tr><td>2. Travel</td><td style="text-align: right;">\$ <u>18,574.44</u></td></tr> <tr><td>3. Supplies</td><td style="text-align: right;">\$ <u>13,400.96</u></td></tr> <tr><td>4. Training</td><td style="text-align: right;">\$ <u>2500.00</u></td></tr> <tr><td>5. Other</td><td style="text-align: right;">\$ <u>17,170.28</u></td></tr> <tr><td>6. Indirect</td><td style="text-align: right;">\$ <u>18,043.69</u></td></tr> <tr><td>Total Cost:</td><td style="text-align: right;">\$ <u>378,917.56</u></td></tr> </table>		1. Personnel	\$ <u>309,228.19</u>	2. Travel	\$ <u>18,574.44</u>	3. Supplies	\$ <u>13,400.96</u>	4. Training	\$ <u>2500.00</u>	5. Other	\$ <u>17,170.28</u>	6. Indirect	\$ <u>18,043.69</u>	Total Cost:	\$ <u>378,917.56</u>	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$378,917.56 during the subgrant period.	
1. Personnel	\$ <u>309,228.19</u>																
2. Travel	\$ <u>18,574.44</u>																
3. Supplies	\$ <u>13,400.96</u>																
4. Training	\$ <u>2500.00</u>																
5. Other	\$ <u>17,170.28</u>																
6. Indirect	\$ <u>18,043.69</u>																
Total Cost:	\$ <u>378,917.56</u>																
Source of Funds:		% Funds:	CFDA:														
1. HRSA MIECHV Grant		100%	93.870														
		FAIN:	Federal Grant #:														
		X10MC29489	X10MC29489														
Terms and Conditions:																	
In accepting these grant funds, it is understood that:																	
1. Expenditures must comply with appropriate state and/or federal regulations; 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents.																	
Incorporated Documents:																	
Section A: Assurances;																	
Section B: Description of Services, Scope of Work and Deliverables;																	
Section C: Budget and Financial Reporting Requirements;																	
Section D: Request for Reimbursement;																	
Section E: Audit Information Request; and																	
Section F: Business Associate Addendum																	
		Signature	Date														
Joe Mortensen, Chair, Board of County Commissioners																	
Evelyn L Dryer Program Manager, NHV		<i>Evelyn L Dryer</i>	9/23/16														
Beth Handler, MPH Bureau Chief, CFCW		<i>Jenni Bml for BHandler</i>	9/23/16														
for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health																	

vi 9/23/16

Note: This document should not contain any red text when completed.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION A

Assurances

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501 (a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

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**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

The purpose of this subgrant is to expand evidence-based home visiting services in the state's at-risk, rural communities. *"Home visiting is defined as an evidence-based program, implemented in response to findings from a needs assessment, that includes home visiting as a primary service delivery strategy, and is offered on a voluntary basis to pregnant women or children birth to age 5 targeting the participant outcomes in the legislation which include improved maternal and child health, prevention of child injuries, child abuse, or maltreatment, and reduction of emergency department visits, improvement in school readiness and achievement, reduction in crime or domestic violence, improvements in family economic self-sufficiency, and improvements in the coordination and referrals for other community resources and supports."* (Source: HRSAIACF Funding Opportunity Announcement, 7-1-10, page 7)

Parents as Teachers Model Overview

Parents as Teachers (PAT) is an evidence-based home visiting program model providing a broad context of parenting education and family support and building protective factors, especially for those families in vulnerable situations. The goal of the PAT program is to provide parents with child development knowledge and parenting support, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase children's school readiness.

The PAT model includes one-on-one home visits, monthly group meetings, developmental screenings, and a resource network for families. Parent educators conduct the home visits using structured visit plans and guided planning tools. Local sites offer at least 12 hour-long home visits annually with more offered to higher-need families. PAT serves families for at least two years between pregnancy and kindergarten entry.

The PAT model has four primary goals:

1. Increase parent knowledge of early childhood development and improve parenting practices
2. Provide early detection of developmental delays and health issues
3. Prevent child abuse and neglect
4. Increase children's school readiness and school success

The PAT model consists of four components that all affiliate programs are required to provide:

1. One-on-one personal (or home) visits
2. Group connections (or meetings)
3. Health and developmental screenings for children
4. A resource network for families

The following are the 17 essential requirements for an organization to become and remain a PAT affiliate with approval to implement the PAT model. Implementation and service delivery data that address the essential requirements are reported at the end of each program year on the Affiliate Performance Report (APR). New affiliates' intentions to comply with these requirements are initially demonstrated through the Affiliate Plan.

1. The affiliate provides at least two years of services to families with children between prenatal and kindergarten entry.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

2. The minimum qualifications for parent educators are a high school diploma or GED and two years previous supervised work experience with young children and/or parents.
3. The affiliate has an advisory committee that meets at least once every 6 months (can be part of a larger committee, community network or coalition as long as the group includes a regular focus on the PAT affiliate).
4. Each month, parent educators working more than .5 FTE participate in a minimum of two hours of individual reflective supervision and a minimum of two hours of staff meetings and parent educators working .5 FTE or less participate in a minimum of one hour of reflective supervision and two hours of staff meetings.
5. Each supervisor, mentor or lead parent educator is assigned no more than 12 parent educators, regardless of whether the parent educators are full-time or part-time employees. The number of parent educators assigned to the supervisor is adjusted proportionately when the supervisor is not full time.
6. All new parent educators attend the Foundational and Model Implementation Trainings before delivering PAT; new supervisors attend at least the Model Implementation Training before supervising parent educators.
7. Parent educators obtain competency-based professional development and training and renew certification with Parents as Teachers national office annually.
8. Parent educators complete and document a family-centered assessment within 90 days of enrollment and then at least annually thereafter, using an assessment that addresses the PAT required areas.
9. Parent educators develop and document goals with each family they serve.
10. Parent Educators use the foundational visit plans and planning guide from the curriculum to design and deliver personal visits to families.
11. Families with 1 or fewer high needs characteristics receive at least 12 personal visits annually and families with 2 or more, high needs characteristics receive at least 24 personal visits annually.
12. Full-time 1st year parent educators complete no more than 48 visits per month during their first year and full-time parent educators in their 2nd year and beyond complete no more than 60 visits per month.
13. Affiliates deliver at least 12 group connections across the program year
14. Screening takes place within 90 days of enrollment for children 4 months or older and then at least annually thereafter (infants enrolled prior to 4 months of age are screened prior to 7 months of age). A complete screening includes developmental screening using PAT approved screening tools, along with completion of a health review that includes record of hearing, vision, and general health status. Developmental domains that require screening include language, intellectual, social-emotional and motor development.
15. Parent educators connect families to resources that help them reach their goals and address their needs.
16. At least annually, the affiliate gathers and summarizes feedback from families about the services they've received, using the results for program improvement.
17. The affiliate annually reports data on service delivery and program implementation through the Affiliate Performance Report; affiliates use data in an ongoing way for purposes of continuous quality improvement.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

Objective	Activities	Due Date	Documentation Needed
<p>1. Subgrantee will provide the NDPBH a copy of Parents as Teachers required reports.</p> <p>2. The NDPBH will conduct a minimum of three site visits within specified grant period.</p> <p>3. Subgrantee will participate in continuous quality improvement (CQI) processes facilitated by the NDPBH.</p> <p>4. Subgrantee will participate in an evaluation process facilitated by NDPBH as required by the funder (HRSA).</p>	<p>1. Subgrantee will send a copy of the annual Affiliate Performance Report, annual Performance Measures Report, and annual Family Feedback Report to NDPBH.</p> <p>1. Site visits will entail:</p> <ul style="list-style-type: none"> - Instruction and training of home visiting personnel - Review of enrollee documentation - Accompany home visitor on home visits <p>2. Additional site visits may occur at the discretion of the NDPBH, HRSA, Parents as Teachers national office, and/or the request of the subgrantee.</p> <p>1. Complete and submit required questionnaires, surveys and data collection.</p> <p>2. Participate in the CQI processes by:</p> <ul style="list-style-type: none"> - Providing a minimum of one staff to be a member of the Nevada Home Visiting CQI team. - Allow NDPBH and CQI subgrantee access to enrollee records. - Create local CQI topics - Complete PDSA cycles for those <p>1. Complete and submit any required questionnaires, surveys, and data collection.</p>	<p>Fifteen days following report submission to Parents as Teachers national office.</p> <p>The initial site visit will occur within the first three months following subgrant signing. Subsequent site visits will occur within the subgrant period.</p> <p>No due date. CQI processes are ongoing throughout the course of the subgrant period.</p> <p>No due date. CQI processes are ongoing throughout the course of the subgrant period.</p>	<p>1. Copy of each annual Parents as Teachers required report submitted to NDPBH.</p> <p>1. Site visits will be documented by the NDPBH.</p> <p>1. Receipt of requested questionnaires, surveys, and data.</p> <p>1. Receipt of requested documents.</p> <p>2. CQI team meeting minutes and site visit documentation reported via REDCap.</p>

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

Goal 3: Provide effective delivery of materials and instruction to families, which include the focus areas: maternal and newborn health, child injuries, maltreatment, and emergency department usage; school readiness and achievement; domestic violence; and family economic self-sufficiency. In addition, provide for the coordination and referral to community resources and -----

Objective	Activities	Due Date	Documentation Needed
1. Subgrantee will collect and submit all federally mandated benchmark and construct data to the NDPBH.	1. Subgrantee will collect all required benchmark data. This data will be collected by home visitor use of the collection forms. 2. All State required data will be submitted per the data collection forms or the online benchmark collection database. Data and forms will be submitted by approved secure methods. 3. Enrollee's online data is accurate and up-to-date by the 15th of each month for the previous month. (When online database is available)	Data reported will be due by the 15th of the month for the previous month.	1. Receipt of required data. Either data collection forms or data entered into online database.

Subgrantee Assurances:

- Individual family/client assessments will be conducted of all enrollees and services will be provided in accordance with those individual enrollee assessments.
- Subgrantee will ensure that priority will be given to serve eligible participants who:
 - o Have low income
 - o Are pregnant women who have not attained age 21
 - o Have a history of child abuse or neglect or have had interactions with child welfare services
 - o Have a history of substance abuse or need substance abuse treatment
 - o Are users of tobacco products in the home
 - o Have, or have had children with low student achievement
 - o Have children with developmental delays or disabilities
 - o Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside the United States.
- Subgrantee will provide culturally and linguistically competent services to targeted communities through appropriate training of home visiting staff.
- Subgrantee will list their agency's services with the Nevada 211 system.
- Subgrantee will ensure that services will be provided on a voluntary basis.
- Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (Journal, article, etc.) was supported by the Nevada Division of Public & Behavioral Health through Grant Number X10MC29489 from the Health Resources and Services Administration. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada Division of Public & Behavioral Health nor the Health Resources and Services Administration."

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: *"This project is/was supported by the Nevada State Division of Public and Behavioral Health through Grant Number X1 OMC29489 from Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.,,"*

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Grant Number X1 OMC29489 from Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS).

Subgrantee agrees to adhere to the following budget:

Personnel	Position	Salary	Fringe	Salary + Fringe	FTE	12 Months NHV Salary
	Division Manager	\$ 62,692	\$ 21,337	\$ 84,029	0.45	\$ 37,813.05
	Home Visitor	\$ 46,212	\$ 15,321	\$ 61,533	1.00	\$ 61,533.00
	Home Visitor	\$ 46,212	\$ 15,321	\$ 61,533	1.00	\$ 61,533.00
	Home Visitor	\$ 46,212	\$ 15,321	\$ 61,533	1.00	\$ 61,533.00
	Program Supervisor	\$ 50,960	\$ 18,491	\$ 70,451	0.89	\$ 62,701.39
	Admin Support	\$ 32,527	\$ 13,560	\$ 46,087	0.25	\$ 11,521.75
	Admin Support	\$ 35,692	\$ 14,680	\$ 50,372	0.25	\$ 12,593.00

Personnel -Total						\$ 309,228.00
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**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

Travel

In-State	Miles per Month	Number of Months	Cost per Gallon	Number of Miles per Gallon						
Home Visits/Local Travel Per gallon cost is for agency vehicle	2,200	12	\$ 3.50	25						\$ 3,696.00

Out of State

	Airfare \$1,60 per person - 5 people	Hotel \$125 per night - 5 nights - 5 people	Transportation Airport to Hotel and Back	Per Diem \$54 per day - 5 days - 5 people	Parking \$16 per day - 5 days	Mileage \$0.54 per mile - 84 miles - 2 people	Number of Days	Number of People		
PAT Conference										
Est. costs based on St. Louis - Missouri	\$ 5,800.00	\$ 3125.00	\$ 260.00	\$ 1350.00	\$ 80.00	\$ 90.72	5	5		\$ 10,705.72

	Airfare	Hotel \$97 per night - 2 people - 1 night	Transportation Airport to Hotel and Back	Per Diem \$64 per day - 2 people - 2 days	Parking	Mileage \$0.54 per mile - 84 miles - 2 people	Number of Days	Number of People	Location	
CQI Quarterly Meetings	\$ -	\$ 194.00	\$ -	\$ 256.00	\$ -	\$ 90.72	2	2	Reno	\$ 540.72
CQI Quarterly Meetings	\$ -	\$ 180.00	\$ -	\$ 204.00	\$ -	\$ 92.88	2	2	Virginia City	\$ 474.88
CQI Quarterly Meetings	Airfare \$327 per person * 2 people	Hotel \$108 per night - 2 people - 2 night	Transportation Airport to Hotel and Back \$26 per person * 2 per way - 2	Per Diem \$64 per day - 2 people - 3 days	Parking \$16 per day - 3 days - 2 people	Mileage \$0.54 per mile - 84 miles - 2 people	Number of Days	Number of People	Location	
	\$ 654.00	\$ 432.00	\$ 104.00	\$ 384.00	\$ 96.00	\$ 90.72	3	2	Las Vegas	\$ 1760.72
CQI Quarterly Meetings	\$ -	Hotel \$89 per night - 2 people - 2 night		Per Diem \$51 per day - 2 people - 3 days		Mileage \$0.54 per mile - 680 miles - 2 people	Number of Days	Number of People	Location	
	\$ -	\$ 356.00	\$ -	\$ 306.00	\$ -	\$ 734.40	3	2	Elko	\$ 1396.40

Travel - Total \$ 18,574.44

Supplies

	Per Month	Number of Months	Number of Families	Number of Staff						
Office Supplies	\$ 200.00	12								\$ 2,400.00
Cell Phones	\$ 62.00	12		4.84						\$ 3,600.96
ASQ Materials	\$ 200.00	12								\$ 2,400.00
Quarterly Family Support Mtgs	\$ 50.00	4								\$ 200.00
Family Incentives	\$ 10.00	12	40							\$ 480.00

Supplies - Total \$ 13,400.96

Training

	Individual Cost	Number of People								
PAT Training Registration	\$ 500.00	5								\$ 2,500.00

Training - Total \$ 2,500.00

Other

	Sq Feet	Price per Sq Feet	Number of Months	Utilities	% of Responsibility					
Dayton Lease	327	\$ 0.97	12	\$ 100.00						\$ 5,506.28
FE Lease	400	\$ 1.62	12		50%					\$ 11,664.00

Other - Total \$ 17,170.28

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Indirect

Total Categories	% of Indirect	
\$ 3,810,873.87	5%	\$ 18,043.69
Indirect - Total		\$ 18,043.69

Budget

Personnel	\$ 309,228.19
Travel	\$ 18,574.44
Supplies	\$ 13,400.96
Training	\$ 2,500.00
Other	\$ 17,170.28
Indirect	\$ 18,043.69

Budget - Total	\$ 378,917.56
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- There is a 10% budget flexibility between line items. The subgrantee must obtain written, prior authorization for such modifications from Nevada Home Visiting at the Division of Public and Behavioral Health.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- The subgrantee agrees to provide the services set forth in the Scope of Work at a cost of **not to exceed \$378,917.56 for total subgrant period**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall subgrant term) or a termination as the results of legislative appropriation may require.
- The maximum amount of funds available through this subgrant, total **\$378,917.56 for the period of subgrant**.
- Requests for Reimbursement will submitted on a monthly basis by the 15th day of the month for the previous month.
- Requests for Reimbursements that indicate approved In State or Out of State Travel must include supporting documentation of expenses incurred during travel. This includes, mileage, plane tickets, accommodation costs, per diem, taxi or public transit costs, and parking fees.
- Requests for Reimbursements will not include travel advances, the costs will be reimbursed during month the travel occurred.
- Reimbursements will follow the following:
 - o Program Development Phase: Payments will be based upon reimbursement of actual expenditures made in accordance with the approved budget for the program as documented
 - Monthly payments are dependent upon supporting documentation of ongoing program developmental activities. Developmental activities include:
 - Contractor is actively engaged in recruitment and hiring of staff: job postings, interview schedules
 - Staff hired: payroll reports

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- Staff training: travel & training receipts. All travel reimbursements will be in accordance with travel rules applicable to State of Nevada employees.
- Supply & equipment purchases: receipts
- Miscellaneous expenses: receipts
- o Once full enrollment is achieved payment procedures are as follows
 - Requests for payment will be submitted on a monthly basis by the 15th day of the month for the previous month.
 - Monthly payments will be remitted for each family receiving a PAT home visit or socialization at the rate of \$789.42 per family per month. Monthly requests will not exceed \$31,576.47 per month.
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subgrantee agrees to provide:

- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

The Division agrees:

- To provide training on Nevada Home Visiting applicable policies and procedures, continuous quality improvement plan, reporting requirements, and use of the Nevada Home Visiting online database.
- To provide technical assistance, upon request from subgrantee or if deemed necessary by either the Nevada Home Visiting Program, HRSA, or Parents as Teachers.
- Processing of payments will be made monthly, within thirty business days of receipt of request for reimbursement.
- Nevada Home Visiting will provide children's books to the subgrantee for all **active, enrolled** children.
- To provide and set up a secure data transfer procedure for the transfer of data between the subgrantee and NDPBH via REDCap.
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

The site visit/monitoring schedule will be at least thrice during the budget period and may be expanded if deemed necessary by the NDPBH or requested by the subgrantee. Site visits may include, but are not limited to, the following: review of enrollee records, review of protocols, meetings with home visitors and administrative staff, accompanying home visitors to families' homes, review of outcome/benchmark data and data systems.

The subgrantee will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that involve the use and/or disclosure of Protected Health Information (PHI); therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.

- Both parties agree that no work related to this contract may begin until a Business Associate Agreement has been signed and placed on file with the Nevada Division of Public & Behavioral Health Administration Office. To satisfy this requirement, for this agreement, fill out and sign Section F.

Under consideration of both parties, if deemed appropriate, the scope of work and/ or budget of this contract may be amended following the appropriate amendment guidelines of the NDPBH.

All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This

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agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subgrant agreement, no later than the 15^h of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Travel advances should not be included, and expenditures will be paid when travel occurred.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.

The following information must be provided on each Request for Reimbursement form: Subgrantee name and address where the check is to be sent, Division (subgrant) number, Bureau program number, draw number, employer I.D. number (EIN) and Vendor number, and month and year.

Most of the cells in the Request for Reimbursement form are pre-programed and will auto populate when data is entered.

A. Approved Budget: Lists the approved budget amounts in this column by category.

B. Total Prior Requests: List the total expenditures for all previous reimbursements in this column, for each category by entering the amounts from line 1-8 from Column D from the previous month's request. In the first month's request for the subgrant period, the amount in this column will be zero.

C. Current Request: List the current expenditures requested for reimbursement in this column, for each category.

D. Year to Date Total (auto populates): Column B and Column C will be added to auto populate each category.

E. Budget Balance (auto populates): Column D and Column A will be subtracted to auto populate each category.

F. Percent Expended (auto populates): Column D and Column A will be divided to auto populate each category. Monitor this column; it will help determine if/when an amendment is necessary.

- If an amendment is deemed necessary, they **MUST** be completed (including all approving signatures) 30 days PRIOR to the end of the subgrant period.

Please contact the Division for Technical Assistance if the auto populate is not working correctly, or if you need assistance completing the Request for Reimbursement form. The Program Coordinator will review each category, verify amounts with corresponding documentation, and correct any mistakes. However, it is the Subgrantee's responsibility to properly fill out the Request for Reimbursement form each month, and if necessary, rectify any mistakes that may impact future month's requests.

*An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in Column C is required.

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SECTION D

Request for Reimbursement

HD#: 15645 _
Budget Account: 3222 _
GL: 7062 _
Draw #: _ _

Program Name: Nevada Home Visiting Bureau of Child, Family, and Community Wellness	Subgrantee Name: Lyon County Human Services Contact: Anna Coons
Address: 4150 Technology Way, Suite #210 Carson City, NV 89706-2009	Address: 1075 Pyramid St. Silver Springs, NV 89429
Subgrant Period: October 1, 2016 through September 30, 2017.	Subgrantee's: EIN: 88-6000097 Vendor #: T40156600AA

**FINANCIAL REPORT AND REQUEST FOR FUNDS
(must be accompanied by expenditure report back-up)**

Month(s):

Calendar year:

Approved Budget Category	A Approved BudQet	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$309,228.19	\$0.00	\$0.00	\$0.00	\$309,228.19	0.0%
2 Travel	\$18,574.44	\$0.00	\$0.00	\$0.00	\$18,574.44	0.0%
3 Supplies	\$13,400.96	\$0.00	\$0.00	\$0.00	\$13,400.96	0.0%
4 Training	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.0%
5 Other	\$17,170.28	\$0.00	\$0.00	\$0.00	\$17,170.28	0.0%
6 Indirect	\$18,043.69	\$0.00	\$0.00	\$0.00	\$18,043.69	0.0%
Total	\$378,917.56	\$0.00	\$0.00	\$0.00	\$378,917.56	0.0%

This report is true and correct to the best of my knowledge

Authorized Signature _____ Title _____ Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report back-up. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION USE ONLY

Program contact necessary? Yes - No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____

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SECTION

Business Associate Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- i. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 3. **CFR** stands for the Code of Federal Regulations.
 4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
 5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

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8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(i)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the

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- Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
 7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
 9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
 10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
 11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
 12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
 13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
 14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

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15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(1).

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization,

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in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

M. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
- 2. Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
- 3. Termination for Breach of Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- 4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
- 5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
- 6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

THIS SPACE INTENTIONALLY LEFT BLANK

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

Covered Entity

**Division of Public and Behavioral Health
4150 Technology Way, Suite 300
Carson City, NV 89706**

Phone: (775) 684-5975

Fax: (775) 684-4211

Business Associate

Lyon County Human Services

Business Name

1075 Pyramid St.

Business Address

Silver Springs, NV 89429

Business City, State and Zip Code

775-577-5009

Business Phone Number

775-577-5093

Business Fax Number

Authorized Signature

for Cody L. Phinney, MPH

Print Name

Administrator,
Division of Public and Behavioral Health

Title

Date

Authorized Signature

Joe Mortensen

Print Name

Chair, Lyon County Board of Commissioners

Title

Date

AGENDA SUMMARY



CONSENT: Yes

MEETING DATE: October 6, 2016

ITEM #17

TITLE: For Possible Action: Authorize staff to enter into an agreement with Taggart & Taggart, LTD to provide legal services to Lyon County Utilities for water rights, water resources and developer agreement related activities

SUMMARY: For the last 20 years George Benesch has represented Lyon County Utilities on water rights and developer agreement activities. Mr. Benesch closed his office in June and has retired.

Taggart & Taggart, LTD's office is located in Carson City. They have a staff that can handle everything from basic filings or research with the State Engineer up to complex protest hearings or law suits related to water resources. Taggart & Taggart is very familiar with Banking Agreements, water rights exchanges & sales and has significant experience with conjunctive water use programs such as the one LCUD operates under.

The Utilities Director meet with Paul Taggart to go over examples of past issues that Mr. Benesch was involved with. Taggart & Taggart are very well equipped and have the experience to deal with water resource issues in Basin 103.

District Attorney, Steve Rye has reviewed and approved the attached agreement.

ALTERNATIVES AND/OR RECOMMENDED ACTION: Approve as presented.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION: Utilities Director, Mike Workman

LIST OF ATTACHMENTS: Copy of Agreement

TAGGART & TAGGART, LTD.

PAUL G. TAGGART
SONIA E. TAGGART

A PROFESSIONAL CORPORATION
108 NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89703
www.nvwaterlaw.com

RACHEL L. WISE
DAVID H. RIGDON
TIMOTHY D. O'CONNOR

LEGAL SERVICES AGREEMENT

This is the written Legal Services Agreement ("Agreement") that Nevada law requires attorneys to have with their clients. TAGGART & TAGGART, LTD. ("Attorney") will provide legal services to UTILITIES DEPARTMENT OF LYON COUNTY, NV ("Client") on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and Attorney signs this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the following matter: **See Attachment A – Scope of Services.** Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments that may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **DEPOSIT.** Attorney acknowledges and agrees to waive receipt of an initial deposit from Client.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay the Attorney by the hour at Attorney's prevailing rates for all time spent on Client's matter by the Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Senior partners \$ 350/hour

Partners \$ 250/hour

TELEPHONE: (775) 882-9900 ~ FACSIMILE: (775) 883-9900

Associates	\$ 150-\$195/hour
Paralegals	\$ 120/hour
Law Clerks	\$ 75/hour

The rates on this schedule are subject to change on thirty (30) days written notice to Client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

6. COSTS AND OTHER CHARGES.

(a) **In General.** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-office photocopying (black/white):	\$.20/page
In-office photocopying (color):	\$.30/page
Facsimile:	\$.15/page

(b) **Out of Town Travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) **Experts, Consultants, and Investigators and Other Fees/Costs.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney may, at its discretion, disclose confidential communication to expert witnesses, consultants, and investigators and Client agrees to said disclosure. Additionally, Client understands that if the matter proceeds to

court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

(d) Association of Counsel. Client hereby gives and grants to Attorney the right to association of other counsel deemed necessary in the sole discretion of Attorney.

7. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within ten (10) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. In the event a court orders Client's adversary to pay part or all of Client's fees and out of pocket expenses expended on Client's behalf, amounts received pursuant to such court orders will be credited to Client's account. Any sum which remains unpaid more than thirty (30) days after the billing date shall incur a monthly service charge of 1-1/2% of the unpaid balance (Annual Percentage Rate of 18%). Attorney shall be entitled to transfer from any sums held in trust for Client the amount then due for Attorney's fees, costs and disbursements. Attorney will provide a monthly statement to Client that includes a description of legal services performed in the preceding. In the event a statement remains unpaid for thirty (30) days, Attorney may elect to terminate Attorney's representation of Client. In the event Client is confused or disputes any charges in a statement, Client agrees to promptly call Attorney and seek to resolve the confusion or dispute.

8. FEE DISPUTES. Client and Attorney agree to make a good faith effort to resolve any fee dispute and claims by Client regarding Attorney's handling of this matter or submit the dispute or claim to the Fee Dispute Committee of the State Bar of Nevada. If the Fee Dispute Committee process does not resolve the issue, Attorney and Client agree to have the matter resolved by binding arbitration following an attempt to resolve the dispute via mediation. Each party will share equally in the costs incurred in resolving a dispute.

9. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes, but is not limited to: (1) Client's breach of this agreement, refusal to cooperate, to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical; (2) Client does not make payments, as required by Attorney and the terms of this Agreement; (3) Client has misrepresented or failed to disclose material facts to Attorney; or (4) a conflict of interest or an ethical issue arises which in the Attorney's sole discretion requires the Attorney to withdraw. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will deliver, upon Client's request, Client's file and property in Attorney's possession, whether or not Client has paid for all services.

11. CONFLICT OF INTEREST. Client is aware that Attorney represents other clients and therefore a potential conflict of interest may exist. However, the Attorney has made a reasonable investigation and is unaware of any actual conflict of interest at this time. The Client agrees to inform the Attorney of any information that the Client believes may create a conflict. If the Attorney becomes aware of an actual conflict directly adverse to a Client, or becomes aware of a conflict that the Attorney believes will adversely affect the Attorney's representation of the Client, the Attorney will take appropriate action to protect the Client's interest and may be required to withdraw from representation of Client. When permitted, the Attorney may consult with the Client to obtain consent to continue representation. Client is aware of and hereby consents to Attorney's representation of the following clients:

Dayton 2015, LLC
Copper Canyon 2016, LLC

These clients may have an interest in, or may be in the process of acquiring an interest in, certain water rights banked with Client. Attorney has represented these clients in evaluating the title of the water rights in question and in negotiations with the current owner(s) of such water rights.

12. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Client acknowledges that Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter and the amount of fees and costs are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, such provision shall be enforced to the greatest extent permitted by law, and such declaration shall not affect the validity of any other provision of this Agreement.

15. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date included in this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

17. **RECORDS RETENTION POLICY.** In accordance with Nevada law, Attorney will retain a client's file for period of seven (7) years upon the closure of any matter. Attorney will notify Client, in writing, when a matter is closed and provide Client with any original documents contained therein. Attorney will mark the files for destruction seven (7) years from the date of closure. Unless Client requests in writing that it desires to obtain the files at the end of the (7) year period, the files will be destroyed. It is the duty of Client to keep Attorney apprised of any change in address so that the files can be forwarded to Client in accordance with any request.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT, CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____

By: _____

JEFF PAGE, County Manager
Lyon County
27 S. Main St.
Yerington, NV 89447
(775) 463-6531

DATED: _____

TAGGART & TAGGART, LTD.

By: _____

PAUL G. TAGGART, ESQ.
Nevada State Bar No. 6136
SONIA E. TAGGART, ESQ.
Nevada State Bar No. 5704

**ATTACHMENT A
SCOPE OF SERVICES
FOR LEGAL SERVICES AGREEMENT**

Pursuant to Nevada Rule of Professional Conduct 1.2(c), an attorney may limit the scope of its representation of a client, if the limitation is reasonable and the client gives informed consent. The parties hereby agree, and Lyon County consents, that the scope of Taggart & Taggart, Ltd.'s representation shall be limited to the following tasks:

General Legal Services

Taggart & Taggart, Ltd. will provide general legal services to the Utilities Department of Lyon County who shall be considered the Client for the purposes of this Contract and the applicability of the Nevada Rules of Professional Conduct. These general legal services may include, without limitation, researching legal issues, drafting letters and memos to the Client or third parties, reviewing and responding to correspondence from third parties, and providing legal advice.

Review of Dedications/Assignments

This task involves the review of proposed dedications of water to the Client and any subsequent assignment of previously dedicated water. The review will consist of searches of the records of Lyon County and the Nevada Division of Water Resources to identify any encumbrances or other issues related to the title of the water rights or permit conditions that affect the ability of Lyon County to use the water rights.

Water Rights Applications

From time to time, the Client may be required to file applications with the Nevada Division of Water Resources to change the place of diversion or place and manner of use of their water rights. Taggart & Taggart, Ltd., will assist Client and Client's engineering consultant with the preparation and submittal of such applications and provide support through the administrative review process, including, without limitation, attending meetings with staff members of the Nevada Division of Water Resources, answering any protests filed against the applications, and representing Client in hearings conducted by the State Engineer.

In addition, Taggart & Taggart will assist, as directed by client, with monitoring and reviewing applications filed by third parties in anticipation of and prior to said third party's dedication of the water rights to Client.

Tasks Requiring Prior Approval of Client

Prior to appearing on behalf of Client in any lawsuit, petition, or other matter requiring litigation before a trial or appellate court, Taggart & Taggart, Ltd. will prepare a memo to the client which describes the nature of the litigation and includes an estimated budget of the costs that will be incurred on behalf of the Client during the litigation. Taggart & Taggart, Ltd. will not represent Client in any such litigation until and unless the budget included in the memo is approved by Client, except that, with the approval and consent of Client, Taggart & Taggart, Ltd. may make an appearance on behalf of a client in a case prior to receiving approval of the budget if such appearance is necessary to protect the Client's rights and interests.

In addition, prior to beginning work on any task which Taggart & Taggart, Ltd. reasonably believes will require more than 10 hours of time to complete, Taggart & Taggart, Ltd. will prepare a memo to the client which describes the nature of the task and includes an estimated budget of the costs that will be incurred on behalf of the Client with respect to the task. Taggart & Taggart, Ltd. will not begin works on any such task unless the budget included in the memo is approved by Client.

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: October 6, 2016

ITEM #18

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.

October 6, 2016

LYON COUNTY TRAVEL

NAME	DESCRIPTION	AMOUNT
Camille Vecchiarelli Dayton Justice Court	Lodging to stay in Reno to Attend National Judicial College 09/26/16 State Reimbursement	79.44
Bristol, Cupp, Hall, Watson Sheriff's Department	Meals, Airfare while in Salt Lake City for Spillman training 09/26-09/30/16	2,099.84
Mike Smith, Richard Eichhorn Facilities	Meals While at Detention Locks Training in San Diego, CA 09/12-09/16/16	504.00
Rebecca Boehner Human Services	Airfare to go to WIC Conference in Denver, CO 08/03/16 Grant Funded	309.96
Carly Thom Human Services	Meal while at Reno WIC Conference 08/22/16 Grant Funded	28.00
Rob Hall, Al McNeil Sheriff's Department	Lodging for Annual Training Conference Las Vegas 10/31-11/4/16	145.60
William McDaniel Sheriff's Department	Lodging for Training in Las Vegas 11/27-12/2/16	72.80
Al McNeil, Rob Hall Sheriff's Department	Lodging in Ely, NV for NVSCA meeting 07/26-07/27/16	578.04
J Gutierrez, B Kirkley, R Sayre E Smith, L Talbot Juvenile Probation	Meals for Sex Offender Intervention training in Reno, NV 09/22/16	80.00
Martha Tapia Femley Justice Court	Mileage and Meals for NCJIS training in	132.00
Cheri Roberts Human Services	Meals for training in Reno 07/19-07/21/16	48.00
Sean Lacow Human Services	Meals for travel to Reno for Children's Cabinet training 08/24-08/25/16 Grant Funded	32.00
Molly Pezzuto UNR Co-Op Extension	Meals for trips to Reno 09/09/16 & 09/13/16	59.00
Joy Newton UNR Co-Op Extension	Mileage and Meals for trip to Reno August various & 09/12/16	377.17
Carly Thom Human Services	Lodging - State WIC Conference Reno 8/22/16 Grant Funded	101.43
Rebecca Boehner Human Services	Shuttle & Parking to go to WIC Conference in Denver, CO 09/07 - 9/10 Grant Funded	96.64
Audrey Allan Planning Commission	September Mileage - 9/13/16	51.84
Betty Retzer Planning Commission	September Mileage - 9/13/16	42.12
Harold Ritter Planning Commission	September Planning Meeting Mileage - 9/13/16 & SLUPAC	78.84
Mike Hardcastle Planning Commission	September Mileage - 9/13/16	32.94
Richard Eichhorn, Mike Smith Facilities	Airfare - Western Detention Locks Training - San Diego CA 9/12-9/16/16	967.92
Richard Eichhorn, Mike Smith Facilities	Car Rental - Western Detention Locks Training - San Diego CA 9/12-9/16/16	181.16
	Total	6,098.74

TRAINING

AMOUNT

Brenda Cullen Recorder	Registration CFOA 09/13-09/16/16	75.00
R Boehner, A Coons, C Thom, Gail Brian Human Services	Registration for WIC Trainin in Reno, 10/14/16 Grant Funded	128.96
William McDaniel Sheriff's Department	Registration to attend Detective and New Criminal Investigator Conference in Las Vegas, NV 11/27-12/3/16	525.00

Rob Hall, Al McNeil Sheriff's Department	Registration for 2015 Annual Training Conference Las Vegas, NV 10/31-11/4/16	580.00
Mike Messmann Sheriff's Department	IAHN Hostage Negotiation Certification 08/24/16	150.00
Camille Veccharrelli Dayton Justice Court	Registration to attend National Judicial College 09/26-09/29 State Reimbursed	970.00
Bob Hastings, Jeff Page Commissioners	Registration for NNDA meeting in Carson City 08/24/16	70.00
Tom Gardner, Mike Gutierrez Utilities	Registration for Backflow Recertification 07/08/16	360.00
William McDaniel Sheriff's Department	Child Forensic Interviewing Registration 08/15-08/17/16	225.00
Veit, Singley, Quisenberry , Ow-wing, LaPierre-Hines, Perumean, Villines, Villines Assessor's Office	Registration to NV Assessor's Conference 09/21-09/22	320.00
Rebecca Boehner Human Services	Registration to go to WIC Conference in Denver, CO 09/07 - 9/10 Grant Funded	385.00
Ken Gray Commissioner	NACO Conference 11/16-11/17/16 Parump, NV	250.00
Richard Eichhom, Mike Smith Facilities	Registration - Western Detention Locks Training - San Diego CA 9/12-9/16/16	2,068.00
Dan Stevenson Facilities	Registration Webinar Course 09/2, 09/16, 11/4/16	100.00
Total		6,206.96

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: October 6, 2016

ITEM #19

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 OCTOBER 6, 2016

	<u>BILLS</u>	<u>PAYROLL</u>
<u>UNDER DIRECT CONTROL OF BOARD OF COMMISSIONERS</u>		
General Fund	540,536.70	702,291.77
Employees Benefits Fund	19,887.71	
Park Construction Tax Fund		
Home Consortium		
Co-Op Extension Fund	1,773.40	2,806.68
Unemployment Fund		
Room Tax Fund	1,502.77	
Aid to Domestic Violence Fund	190.00	
Vehicle Acquisition Fund		
Fair and Rodeo Fund	11,741.01	
Capital Improvements Fund	76,925.79	
Justice Court Special Assessment Fund	2,261.11	
District Court Restricted Fee's Fund		
Juvenile Probation Special Assessment Fund	11.37	343.16
County Library Gift Fund		
Western Regional Youth Facility	6,765.77	45,463.67
911 Surcharge Fund		
Mining Claim Map Fund	75.00	
Road Fund	5,456.91	31,824.03
R T C Fund	18,750.00	
Road Improvement Fund		
Indigent Fund	15,695.22	39,052.84
Medical Indigent Fund	550.00	5,417.58
Senior Services Fund	16,112.86	24,184.11
Senior Services Donations Fund	1,111.15	
Animal Control Donations		
<u>ENTERPRISE FUNDS</u>		
Dayton Water Utility Fund	90,588.65	41,642.95
Dayton Sewer Utility Fund	118,546.35	22,269.07
SUB TOTAL CONTROL OF BOARD OF COMMISSIONERS	928,481.77	915,295.86

<u>TRUST AND AGENCY FUNDS</u>	<u>BILLS</u>	<u>PAYROLL</u>
Mason Valley Mosquito Control District Fund	256.65	2,783.12
Central Lyon Vector Control District Fund		
Walker River Weed Control District Fund	4,117.90	1,076.50
Silver Springs GID	2,029.46	
Willowcreek GID Fund	3,915.84	
DNA Testing	599.00	
Mason Valley Swimming Pool Fund	3,651.65	2,487.08
Silver Springs/Stagecoach Hospital Fund	3,079.98	1,870.97
Fernley Swimming Pool Fund	17,641.52	14,600.56
City of Fernley	1,393,706.21	
Mason Valley Fire District Funds	15,506.55	31,047.58
North Lyon Fire District Funds	319,074.38	
Smith Valley Fire District Funds	6,345.90	453.68
Stagecoach General Improvement District Fund		
South Lyon Hospital District Fund	184,299.81	
State of Nevada	176,110.40	
City of Yerington	74,398.98	
Fish and Game		
Walker River Irrigation District Fund	425,839.01	
Range Improvement Fund		
Lyon County Bond Fund	1,000.00	
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program		
Central Lyon Fire District Funds	800,893.82	
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	106,143.14	
Fernley Ground Water		
Lyon County Schools	4,143,758.02	
TOTAL BILLS SUBMITTED FOR APPROVAL	8,610,849.99	969,615.35



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

REPORT OF PLANNING COMMISSION HEARING & ACTION

#20

PLZ-16-0026 Zone Change
Meeting Date: October 6, 2016
Owners: Comstock Industrial, LLC
Applicant: Same
Area Location: Silver Springs
Parcel Number(s): (APN) 015-171-25
Master Plan: Employment
Existing Zoning: RR-2T (Rural Residential - 2 acre minimum w/trailer overlay)
Proposed Zoning: M-E (Industrial Estates)
Case Planner: Rob Pyzel and Kerry Page

REQUEST:

The applicant has requested a zone change from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates) Zoning district on 98.00 gross acres, located at 3405 Citrus St., Silver Springs, NV, to conform to the current Master Plan designation.

Staff Recommendation:

Staff recommends **approval** of the Zone Change from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates) Zoning district based on the findings noted in the staff report.

Planning Commission Recommendation

The Planning Commission unanimously recommended **approval** of the Zone Change from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates) Zoning district based on the findings recommended by staff.

RECOMMENDED FINDINGS AND MOTION

If the Board of Commissioners determines that there is sufficient reason to grant the Zone Change to 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 Board may wish to consider a motion similar to the following:

I move that the Lyon County Board of Commissioners approve the Comstock Industrial, LLC Zone Change request (PLZ-16-0026), to change the zoning from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates) on 98.00 acres (APN 15-171-25), based on the following findings:

Findings:

- A. The zone change is in substantial compliance with and promotes the Master Plan goals, objectives and actions.

- B. The proposed zoning promotes development that is commensurate with the character and current use of the surrounding land and will not have detrimental impacts to other properties in the vicinity.
- C. The proposed zoning is timely and contributes to the orderly and efficient arrangement of transportation and other public facilities and services.
- D. The proposed zoning will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.

ALTERNATIVE FINDINGS AND MOTIONS:

The alternative motions suggested below are offered for consideration.

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 zone change for this applicant, the Board 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 zone change for Comstock Industrial, LLC, from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates).

Based on the above finding and with the applicant's concurrence, the Lyon County Board of Commissioners continues the request for a Zone Change for Comstock Industrial, LLC (PLZ-16-0026), from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates), for __ days.

Alternative for Denial:

If the Board of Commissioners determines that the request by Comstock Industrial, LLC, to change the zone from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates) 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 Lyon County Board of Commissioners finds that the requested Zone Change:

- A. is not in substantial compliance with the Master Plan goals, objectives and actions.
- 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 request by Comstock Industrial, LLC, to change the zone from RR-2T (Rural Residential - 2 acre minimum w/trailer overlay) to M-E (Industrial Estates) on 98.00 acres (APN 15-171-25).

STAFF REVIEW AND COMMENTS:

On December 23, 2010, Lyon County adopted the Comprehensive Master Plan County-wide Component. A master plan designation is an expression of the county's long-term expectations for development within a particular area. It does not necessarily mandate that zoning be changed concurrent with the master plan designation (see Nevada Attorney General Opinion No. 84-6).

The subject site is located within an area categorized as having a Suburban Character District. The Character District guides the development intensity and standards which are to be applied. Suburban Character Districts are those areas that are predominately medium to high density residential development with regional/community commercial, neighborhood, industrial and employment uses. Improvement standards will reflect the "suburban" character of these areas and will include requirements for municipal water and sewer, roadway design appropriate to the planned land uses, landscaping of public areas, and pedestrian facilities (sidewalks and paths).

Zoning is an implementation measure for carrying out the goals, objectives and actions contemplated in the Master Plan. It designates that the County feels that the time is right for development to occur to the densities allowed. Zoning districts that are equal to or less dense/intense than the underlying master plan designation are considered to be consistent with the Master Plan.

The requested M-E zoning district is consistent with the uses, intensity and density as expressed in the 2010 Comprehensive Master Plan for that portion of the property under consideration.

The applicant has not provided any details regarding the future use of the property.

PROPERTY INFORMATION:

Location:

The parcel is located at 3405 Citrus Street, Silver Springs, Nevada.

Size:

The subject site is 98.00 total acres in size.

Land Use

The subject property is currently vacant land and is surrounded by other vacant similarly zoned property, the Silver Springs Airport and medium to low density residential.

This proposed zone change would provide concentrated areas of employment, combined with a mix of complementary commercial and residential uses where Office/Research Park developments may be incorporated into a master planned neighborhood, or located in close proximity to residential areas.

Within the Employment Master Plan designation, the M-E zoning district is intended to provide, for example, smaller live-work complexes, offices, medical facilities, light industrial facilities and educational facilities that are located on infill sites within established suburbanizing areas of the County. Activities typically take place indoors with outdoor storage or other more industrial types of uses not typically permitted.

Subject Property and Surrounding Area Land Use

	Current Master Plan	Zoning	Current Land Use
Subject Property	Employment	RR-2T	Undeveloped
North	Public/Quasi-Public	M-1	Airport
South	Employment and Residential	RR-1/2T & E1/2T	Undeveloped & Developed Residential
East	Suburban Residential	RR-1/2T, E1/2T	Developed Residential
West	Public/Quasi-Public & Employment	M-1	Airport / Undeveloped Industrial

Public Facilities and Services:

The subject parcel is within the service district of Silver Springs General Improvement District (SSGID) for sewer service and Silver Springs Mutual Water Service (SSMWC) for water service. It is anticipated that potential industrial users/developers will bring necessary water rights when required for industrial development, based on the requirements set forth by the district.

The Central Lyon County Fire Protection District provides fire and emergency medical services. An un-manned, volunteer fire station is located at 1135 West Spruce Avenue in Silver Springs.

The Lyon County Sheriff’s Department maintains a substation at 2475 Fort Churchill Road, Silver Springs.

Physical and Topographic Attributes:

The subject parcel is suitable for light industrial development. The parcel is identified as being within Flood Zone X, Unshaded; an area “determined to be outside the 0.2% annual chance floodplain” (less than 0.2% chance of flooding).

Access:

Current access to the subject property is via Idaho Avenue (off of Highway 95A) to Citrus Avenue. Both are improved, county maintained roadways.

Requirements for Granting a Zone Change Request:

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

When making an approval, modification or denial of a zoning map or text, the Commission and the Board should, at a minimum, make one of the following findings of fact:

1. *Consistency with the Master Plan.*

The proposed zone change is in substantial compliance with and promotes the 2010 Comprehensive Master Plan’s goals, objectives and actions.

Policy LU 1.1: Follow development patterns as established on Countywide Land Use Plan or a More Specific Community Plan:

The proposed rezoning would reflect the development pattern as shown on the 2010 Comprehensive Master Plan’s land use plan for Silver Springs.

2. Contributes to the timely, orderly and efficient arrangement of transportation and other public facilities and services.

Policy LU 1.3: Commercial and Mixed-Use Development in community centers:

The proposed rezoning would enable non-residential development to occur in defined and planned mixed-use centers, rather than in a linear pattern along roads. New suburban and rural residential development will be located near existing and future community centers

Policy FS 1.1: Location of New Development:

The proposed rezoning will ensure that new urban development will occur in areas that are served by, or are adjacent to, areas with existing utility systems to avoid distant and costly extensions. The subject site is located adjacent to an area with existing water and sewer services.

3. *Promotes the protection of existing neighborhoods and communities.*

Policy LU 3.1: Economic diversity:

The proposed rezoning will encourage economic diversity, attracting businesses that will provide a broader range of employment opportunities to residents in primary jobs, as well as service jobs that meet the needs of local residents.



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

DAVE SNELGROVE
COMMUNITY DEVELOPMENT DIRECTOR

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

September 13, 2016

Comstock Industrial, LLC
Attn: Scott Jolcover
P.O. Box 1118
Virginia City, NV 89440-1118

RE: **COMSTOCK INDUSTRIAL, LLC – ZONE CHANGE (for possible action)** – Request to change the zoning on approximately 98.00 total acres from RR-2T (Rural Residential-2 acre minimum with trailer overlay) to M-E (Industrial Estates) to conform to the 2010 Comprehensive Master Plan; located at 3405 Citrus Avenue, Silver Springs, NV (APN 15-171-25) PLZ-16-0026

Dear Mr. Jolcover:

The Lyon County Planning Commission, at a duly noticed public hearing held on Tuesday, September 13, 2016, considered the above-referenced application. The Planning Commission unanimously **recommended approval** of your request for a Zone Change based on the following findings:

- A. The zone change is in substantial compliance with and promotes the Master Plan goals, objectives and actions.
- B. The proposed zoning promotes development that is commensurate with the character and current use of the surrounding land and will not have detrimental impacts to other properties in the vicinity.
- C. The proposed zoning is timely and contributes to the orderly and efficient arrangement of transportation and other public facilities and services.
- D. The proposed zoning will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.

This is not the final hearing or action on this application. The Board of County Commissioners will hear your application on October 6, 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
Silver Springs Advisory Board, Attn: Scott Keller, P.O. Box 201, Silver Springs, NV 89429

NARRATIVE

APN 15-171-25

The Parcel is in an area that is Master Planned for Employment which includes both:

10.04.03 M1 Industrial Zoning District and the Zoning the applicant is requesting:

10.04.04: M-E INDUSTRIAL ESTATES DISTRICT:  

The uses of land within the industrial estates district (M-E) must comply with the following requirements:

A. Site And Structure Requirements:

1. Lot Area: Required area is eight thousand (8,000) square feet.
2. Lot Width: Each lot shall be a minimum of sixty feet (60') average width.
3. Setbacks: There is no required front, side or rear yard.

B. Uses Permitted: Uses permitted on a lot or parcel having the required area and required width are as follows:

Administrative, executive, professional, research and similar office uses, having limited contact with the general public.

Manufacturing, processing, assembly, fabricating or storage of products or materials.

Accessory uses customarily incident to the above.

Other uses which are, in the opinion of the administrator, similar to the above.

A residential owner or watchman may reside in the same structure that the business occupies.

C. Conditions For Permitted Use: Conditions under which the above uses may be established are as follows:

1. Screening Outside Storage: Any outside storage shall be suitably screened from the surrounding area by walls, plantings or other barriers.

2. Landscaping: Provisions for landscaping shall be included in the preliminary development plan. These shall include, but are not limited to, screen planting, lawn areas, trees, shrubs, fences and walls. It shall be the responsibility of the owner or developer to carry out this program and to provide such maintenance and care as is required to obtain the effect intended by the original plan.
3. Exterior Lighting: Exterior spotlighting shall be so installed as to eliminate any nuisance to adjoining residential districts or to traffic on the public highways. No unshaded light sources shall be permitted. Necessary safety lighting of roads and buildings, and lighting required by governmental regulations shall be required.
4. Authorization Of Substances: All users that will be handling any substances regulated by the federal superfund amendment and reauthorization act (SARA) title III section 302 when held in quantities requiring notification under sections 311 and 312 of the act shall, prior to commencing operation, obtain authorization from the board of county commissioners of Lyon County. Said authorization shall be duly considered at a duly noticed public hearing, held not more than forty five (45) days after written request by an applicant.

D. Prohibited Uses: Uses specifically prohibited are as follows:

Any residential use (except incidental to a permitted use), hotels, motels, mobile home parks and recreational vehicle parks or other similar uses.

Churches, schools, institutions and other similar public and semipublic uses.

Manufacturing or storage of explosives or byproducts from fish, meat or animals (including slaughterhouse), fertilizer.

Retail shops, service shops, theaters and commercial recreational or nonindustrial uses.
Merchandising or merchandising services, except incidental to a permitted use.

- E. Special Uses: Uses requiring a special use permit are the same as those requiring special use permits in the general industrial district (I-1) and are subject to the same limitations and conditions. (Ord. 393, 2-3-1994, eff. 2-18-1994)

JUSTIFICATION

APN 15-171-25

The Lyon County Master Plan for the Silver Springs area designates the area in this Zone as:

EMPLOYMENT

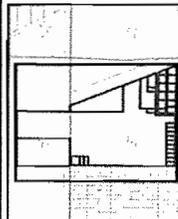
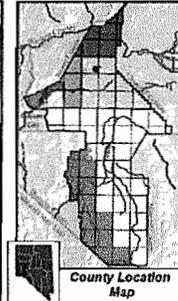
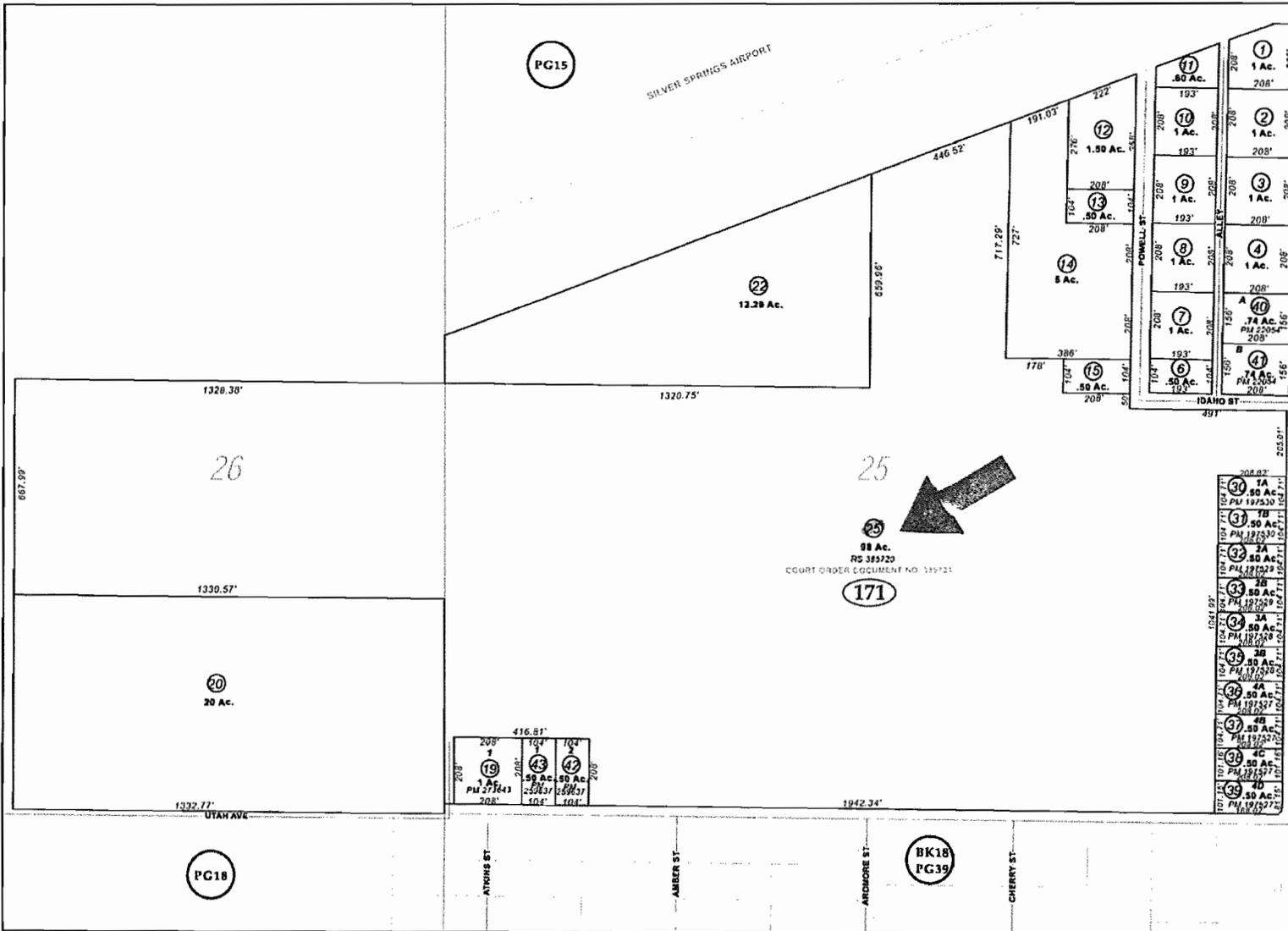
See attached letter of Verification from Lyon County dated 7-14-16.

This allows for M1 or M-E Zoning of the Parcel.

The Applicant is justified in conforming the parcel from RR2T zoning to meet the Master Plan Designation of Employment and requests the Board of County Commissioners to approve the Zone change to M-E creating alignment with the Mater Plan and employment potential.

NW 1/4 Section 25 & SE 1/4 NE 1/4 Section 26, T18N-R24E, MD&M

15-17



Location Map

Map Elements

- 300' Dimensions
- Parcel Lot
- Parcel Number
- 0.15 Ac. Acreage of Parcel
- Parcel Boundaries
- Stock Number
- Parcel Book & Page Number
- Page Number

Cities & Townships

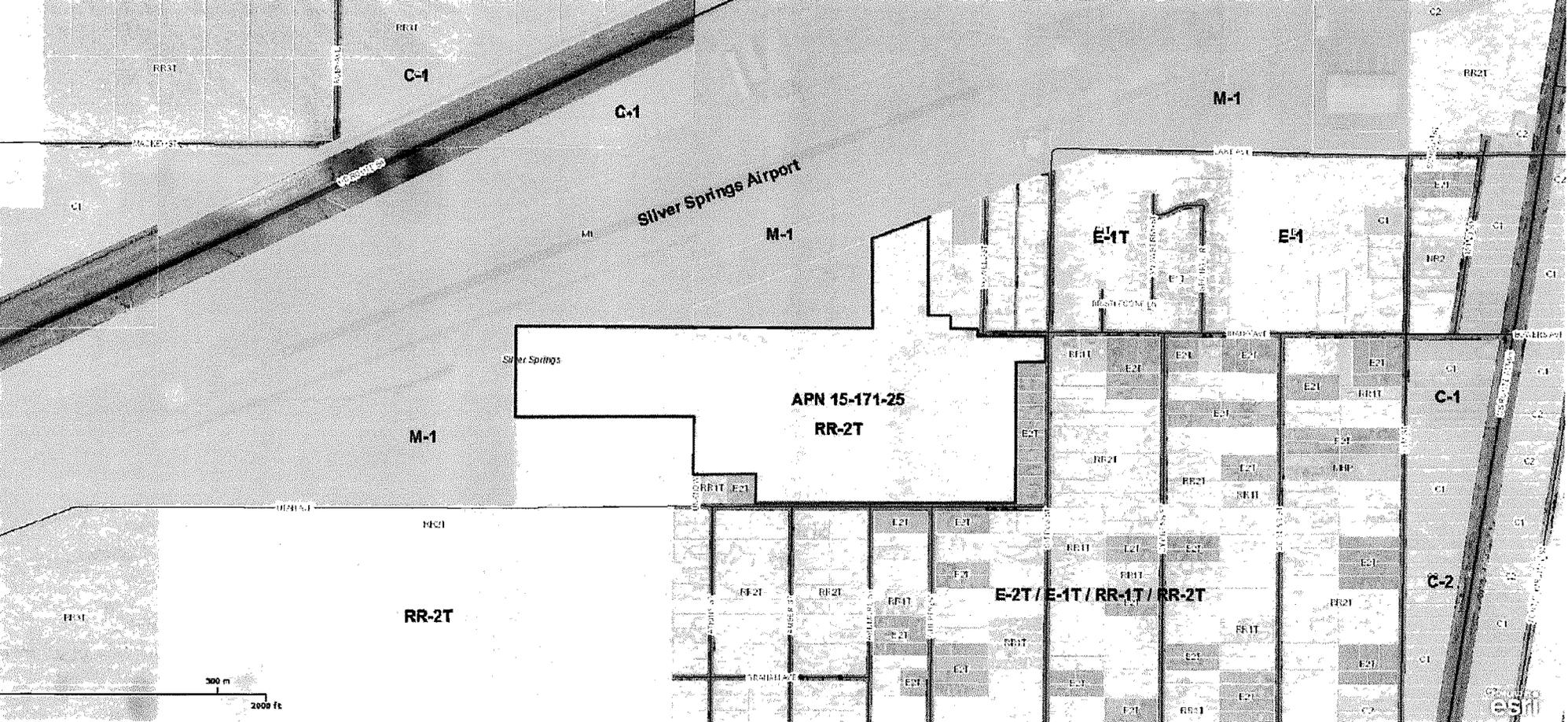
- Dayton
- Dayton Valley
- Ferriey
- Mark Tustin
- Mission Valley
- Mission Valley
- Moond Heuze
- Silver City
- Silver Springs
- Smith Valley
- Stagecoach
- Yarlington

Scale: 1" = 300'
Revised: July 24, 2006

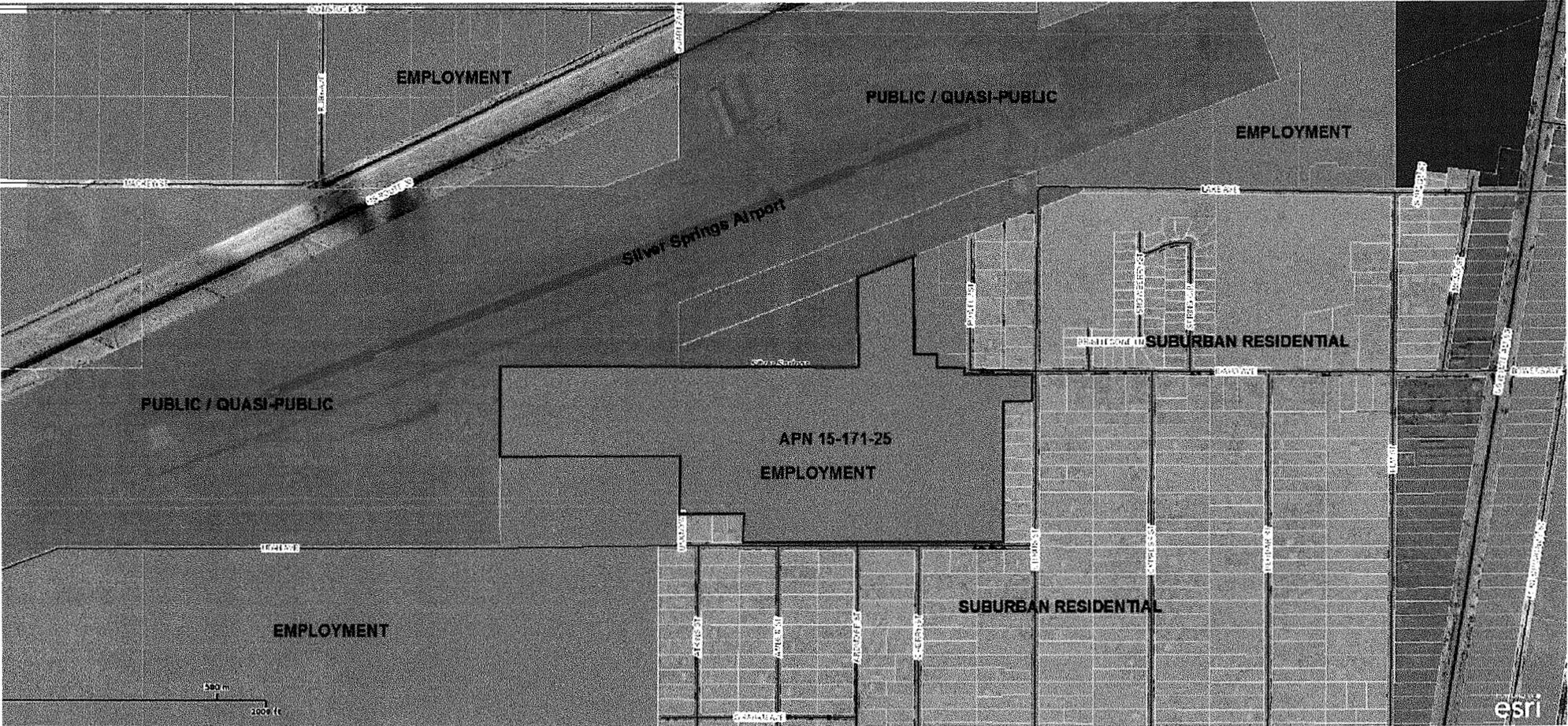


NOTE: This is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon. Use of this plot for other than assessment purposes is forbidden unless approved by the Lyon County Assessor's Office.

APN 15-171-25 SURROUNDING ZONING



APN 15-171-25 MASTER PLAN





LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

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#21

REPORT OF PLANNING COMMISSION HEARING & ACTION

PLZ-16-0023 Special Use Permit to allow a use other than those permitted in the underlying C-2 (General Commercial) zoning district (a single family residence) for the Union Hotel within the Historic Overlay District

Meeting Date: October 6, 2016
Property Owner: Glenn Hasbrouck & Kathy Davies
Applicant: Same
Area Location: Dayton
Parcel Number: (APN) 006-073-006
Master Plan: Commercial Mixed Use
Zoning: C-2 (General Commercial)
Case Planner: Rob Pyzel

Request:

The applicant is requesting a special use permit to allow for a residential use in the C-2 zoning district. They are rehabilitating/remodeling the Union Hotel into a single family residence and the Old Post Office into an accessory building for their residence. The rehabilitation/remodel includes making the necessary improvements (i.e., seismic retrofitting of the buildings) as recommended by the investigation of the historic buildings by their structural engineer. These improvements are necessary in order to make the historic buildings safe when a seismic event occurs. The rehabilitation/remodel would convert the Union Hotel building into a residential use (single family residence).

Staff Recommendation:

Staff recommends **approval** of the special use permit to allow for a residential use in the C-2 zoning district with the recommended findings and the suggested conditions listed in the staff report.

Planning Commission Recommendation

The Planning Commission unanimously recommended **approval** of the special use permit to allow for a residential use in the C-2 zoning district, subject to the stated findings and the 11 conditions of approval as listed below.

RECOMMENDED FINDINGS AND MOTION

If the Board of Commissioners determines that approval of the special use permit to allow for a residential use in the C-2 zoning district, is in the best interest of the public the Board must make findings and make a motion to approve the Special Use Permit.

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

The Lyon County Board of Commissioners finds that the requested Special Use Permit:

- 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 request for a Special Use Permit for Glenn Hasbrouck and Katie Davies, to allow a use other than those permitted in the underlying C-2 (General Commercial) zoning district (a single family residence) for the Union Hotel within the Historic Overlay District, on a 0.16 acre parcel located at 75 W. Main Street, Dayton, NV (APN 006-073-006) PLZ-16-0023, subject to the following conditions:

1. The applicant shall obtain a building permit for the seismic retrofitting and single family residential remodel of the historic buildings located at the subject site.
2. The applicant shall comply with all applicable fire, building, zoning and improvement code requirements.
3. If outdoor lighting is provided, it shall comply with the outdoor lighting requirements of Chapter 10.20 of the Lyon County Code.
4. 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.
5. 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.
6. The applicant shall acquire all State, County and special purpose district permits and obtain all necessary public inspections.
7. If any proposed, improvement to the exterior architectural feature(s) of the structures are proposed, then the Community Development Department shall review and approve the features based on the Comstock Historic District Commission's design guidelines book prior to the installation of the features.
8. If the structures are damaged or partially destroyed by natural calamity, then the structures may be restored to its original state for the same use or uses permitted by this Special Use Permit. If the property owners choose not to restore the structures, then the property owners shall have the right to apply for a zone change to remove the Historic Zoning Overlay on the subject property.
9. 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.

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

ALTERNATIVE FINDINGS AND MOTIONS:

The alternative motions suggested below are offered for consideration.

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 special use permit to allow for a residential use in the C-2 zoning district, the Board 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 Merger and Resubdivision to a Tentative Subdivision Map for the Granite Pointe Subdivision.

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 Glenn Hasbrouck and Katie Davies, to allow for a residential use in the C-2 zoning district, for __ days.

Alternative for Denial:

If the Board of Commissioners determines that the request for the Merger and Resubdivision to a Tentative Subdivision Map for the Granite Pointe Subdivision 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 Lyon County Board of Commissioners finds that the requested Merger & Resubdivision to a Tentative Subdivision Map:

- A. is not consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. will be detrimental to the public health, safety, convenience and welfare;
- C. will result in material damage or prejudice to other property in the vicinity; and
- D. does not meet the function and intent of a final map of Division into Large Parcels

Based on the aforementioned findings, the Lyon County Board of Commissioners denies the request for the Merger and Resubdivision to a Tentative Subdivision Map for the Granite Pointe Subdivision in Dayton, as identified by Assessor's Parcel Numbers 016-271-022 and 016-271-023 (PLZ 16-0024).

GENERAL INFORMATION

Location:

The property is located at 75 West Main Street, Dayton, NV

Size:

The subject parcel is 0.16 acre in size.

Background:

The Union Hotel was reconstructed at its current location in 1870 after the 1869 fire destroyed the original building which was located across from the subject site on West Main Street. Apparently the hotel building has been used as a residence until the death of the previous owner. Subsequent to the passing of the property owner, a squatter located in the hotel building until the estate of the previous property owner was settled and the property sold to the current owners, Mr. Hasbrouck and Ms. Davies. The current property owners want to save the historic structures and legally convert the Union Hotel building from a commercial use into a residential use.

The buildings face is located immediately adjacent to Main Street, just west of the Main Street/Pike Street intersection in Old Dayton.

The rehabilitation would include structural additions that would make the historic buildings safe to inhabit. The property owners have had the buildings inspected by a structural engineer who submitted a report of the findings after the inspection (included as a part of the application materials).

Based on the building inspection, the structural engineer recommended the following mitigations and the ranking of the improvements:

1. Priority Level One:
 - 1.1. Parapets
 - 1.2. Masonry Wall To Roof and Roof Diaphragm Anchorage
 - 1.3. Shear Walls
 - 1.4. Foundations
2. Priority Level Two:
 - 2.1. Diaphragm Strengthening
 - 2.2. Wall Height-to-Thickness Ratio Mitigation
 - 2.3. Wall Mortar Re-pointing
 - 2.4. Other Deficiencies

The structural engineer's report details the needed improvements necessary to make the buildings habitable.

The remodel would convert the current Union Hotel space into a bathroom, a living room ("Saloon") that at this point will include the original bar and a piano, dining room/kitchen as well as storage rooms on the first floor. The second floor will consist of 3 to 4 bedrooms, a bathroom, a laundry room, two office spaces and a master suite that look over Main Street. The Post Office building will be remodeled to include a bathroom and work space for the owners.

The site plan shows that the property owners will eventually add a detached garage at the back of the property with access out onto Silver Street.

The applicants have submitted a 'hold-harmless' agreement to allow for the rehabilitation/remodel of the buildings begin as the Special Use Permit is being processed.

Staff Review and Comments:

Master Plan:

The 2010 Comprehensive Master Plan land use designation for the subject site is Commercial Mixed Use. The 2010 Comprehensive Master Plan Commercial Mixed Use land use designation is described in the County-wide Land Use Categories Table (pg. 3.21) as follows:

“Characteristics: This category is designed to encourage a more cohesive mix of commercial uses than exist today, including residential, designed in centers. (See Mixed-Use Centers principles on Page 5.6)

Examples of uses: A mix of commercial services (see above), offices, and residential. Mix and scale varies, depending on location in character district, but intent is to encourage more residential and office. “

The proposed floor plans show that the rehabilitation/remodel of the Union Hotel and Post Office Buildings would allow for both residential and professional office/commercial uses. This mix of residential and commercial/professional office land uses are promoted within the Commercial Mixed Use land use designation of the 2010 Comprehensive Master Plan.

Current Zoning:

The subject site is currently zoned C-2 (General Commercial). Per Section 10.04.07(B)(1), the C-2 zoning district does not allow for residential uses with the sole exception that a resident watchman can reside in the same structure that the business occupies, as an accessory use to the primary general commercial use on-site.

Historic Zoning Overlay:

The subject site is also located within the Historic Zoning Overlay covering the Old Dayton area. Historic Zoning Overlay regulations are listed in Title 10.14 of the Lyon County Code (“LCC”). The purpose of the Historic Zoning Overlay district is “...to help property owners preserve or protect properties which have historic, architectural, cultural, or landmark value.”

LCC Section 10.14.05 regulates the permitted uses within the Historic Zoning Overlay. This section states that:

*“10.14.05: PERMITTED USES WITHIN THE HISTORIC OR LANDMARK OVERLAY:
Any use permitted in the underlying zone. An owner may apply for a special use permit for any use other than those permitted in the underlying zone which is not detrimental to the surrounding property owners and would contribute to the protection, promotion and preservation of the historical significance of the property. No special use permit shall be issued if the use is found to be detrimental to the quiet enjoyment of the surrounding properties.”*

Since the underlying C-2 zoning district does not permit residential uses except as a resident watchman’s quarters, the property owners are applying for a special use permit to allow a use (single family residence) not currently permitted in the C-2 zoning district.

LCC Section 10.14 also contains the following regulations:

- The property owners shall receive a certificate of appropriateness for a proposed improvement to the exterior architectural features of the structures from the Lyon County Historical Site Advisory Board.
- If the structures are damaged or partially destroyed by natural calamity, the structures may be restored to its original state for the same use or uses permitted by this special use permit. Any restoration requires a certificate of appropriateness from the Lyon County Historic Site Advisory Board.

- If the property owners choose not to restore the structures, then the property owners shall have the right to apply for a zone change to remove the Historic Zoning Overlay.

Unfortunately, Lyon County does not have a Lyon County Historic Site Advisory Board. In lieu of creating a historic site advisory board on such short notice, staff recommends three conditions to address the historic site advisory board regulations currently in Title 10.14:

- if any proposed improvement to the exterior architectural feature(s) of the structures are proposed, then the Community Development Department shall review and approve the features based on the Comstock Historic District Commission's design guidelines book prior to the installation of the features;
- if the structures are damaged or partially destroyed by natural calamity, then the structures may be restored to its original state for the same use or uses permitted by this Special Use Permit; and
- if the property owners choose not to restore the structures, then the property owner shall have the right to apply for a zone change to remove the Historic Zoning Overlay.

Access:

Access to the subject site is from both Main Street and Silver Street. Both roadways are improved and are proven suitable for circulation around the subject site. As the Union Hotel is becoming a single family residence, it is not anticipated that this project will necessitate any further access improvements at this time.

Water Supply and Wastewater Treatment:

The parcel is served by Dayton Utilities for domestic water service and sewer service. 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 because of this project.

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.

The Lyon County Sheriff's Department will provide law enforcement services.

Flood Plain:

The subject site is located within an X Unshaded FEMA-designated flood zone. This designation indicates the site is not prone to flooding.

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

While inconsistent with the C-2 zoning district regulations, the Historic Zoning Overlay designation allows through the Special Use Permit process a property owner to propose a use not typically permitted in the underlying zoning district if the use can be shown to not be detrimental to the quiet enjoyment of surrounding properties.

The use of the historic buildings as a single family residence within the Union Hotel building and accessory uses normally associated with single family residential use within the Post Office building will not diminish the ability of the surrounding properties to enjoy their current uses of their properties.

No Adverse Visual Impact to the Surrounding Area:

The rehabilitation/remodel of the historic buildings will not alter the existing exterior architectural features, building materials and building colors. As such, staff believes the rehabilitation/remodel will match and blend into the existing surrounding neighborhood.

Compatible with Adjacent Development or Includes Sufficient Mitigation Measures:

The residential use of the rehabilitated/remodeled historic buildings will be compatible with and blend into the existing surrounding neighborhood. Sufficient mitigation measures are recommended as Conditions of Approval such as requiring any new exterior lighting to not reflect on the surrounding adjoining properties per the Lyon County Code requirements. The rehabilitation of the historic buildings should encourage other property owners within the neighborhood to look again at their buildings and potentially consider similar investment in this neighborhood.

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

Staff is not aware of any issue involved with the proposed residential use of the rehabilitated/remodeled historic buildings 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 residential use of the rehabilitated/remodeled historic buildings 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

September 13, 2016

Glenn Hasbrouck
1404 North Division Street
Carson City, NV 89703

RE: **UNION HOTEL / HASBROUCK, GLENN – SPECIAL USE PERMIT (for possible action) -**
Request for a Special Use Permit to allow for a use not permitted in the underlying C-2 zoning district (single family residence) within the Historic Zoning Overlay district per LCC Title 10 Chapter 14, all on a .16 total acre parcel; located at 75 West Main Street, Dayton, NV; (APN 06-073-06) PLZ-16-0023

Dear Mr. Hasbrouck:

The Lyon County Planning Commission, at a duly noticed public hearing held on Tuesday, September 13, 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. The applicant shall obtain a building permit for the seismic retrofitting and single family residential remodel of the historic buildings located at the subject site.
2. The applicant shall comply with all applicable fire, building, zoning and improvement code requirements.
3. If outdoor lighting is provided, it shall comply with the outdoor lighting requirements of Chapter 10.20 of the Lyon County Code.
4. 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.
5. 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.
6. The applicant shall acquire all State, County and special purpose district permits and obtain all necessary public inspections.
7. If any proposed, improvement to the exterior architectural feature(s) of the structures are proposed, then the Comstock Historic District Commission shall review and approve the features based on their design guidelines book prior to the installation of the features.
8. If the structures are damaged or partially destroyed by natural calamity, then the structures may be restored to its original state for the same use or uses permitted by this Special Use Permit. If the property owner chooses not to restore the structures, then the property owner shall have the right to apply for a zone change to remove the Historic Zoning Overlay on the subject property.
9. 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.

10. 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.

11. 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 October 6, 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

Dayton Regional Advisory Board, Attn: Jon Fabel, 725 Clydesdale Rd., Dayton, NV 89403
TobeyWade Structural Engineering, Attn: Tobey Wade, 648 Lander Street, Reno, NV 89509
Lyon County Building Dept. file



Kerry Page <kpage@lyon-county.org>

Dayton Advisory Board Actions 9/7/2016

1 message

Jon W. Fabel <jonfabel@att.net>
To: Kerry Page <kpage@lyon-county.org>

Fri, Sep 9, 2016 at 11:30 AM

Kerry,

At our 9/7 meeting we voted 4-0 to recommend the following items to the Planning Commission: **1. GOLDEN SIERRA INVESTMENTS, LLC SUP, 2. UNION HOTEL / HASBROUCK, GLENN – SPECIAL USE PERMIT, and the 3. GRANITE POINTE SUBDIVISION / SAGINAW MANUFACTURING, LLC – MERGER AND RESUBDIVISION INTO A TENTATIVE SUBDIVISION MAP.**

We also had approximately 10-12 individuals at our meeting to voice their concerns about a mine operation off of Como Rd. in Dayton. Their concerns focused on the noise and dust being created at the mine particularly at night. They have made their concerns known to the company (Granite?) and the county for the past year without any response or remediation. At this point they are very frustrated and feel their concerns are being ignored by the company and the county. Rob Pyzel was at our meeting and heard their concerns but at this point these folks are hoping for some follow-up and relief.

Thanks, Jon

Jon W. Fabel
Chair, Dayton Regional Citizen Advisory Board
jonfabel@att.net
585-797-3305

Justification

Respectfully, I am requesting approval for Special Use Permit and Historic Overlay for the property located at 75 Main Street, Dayton, NV 89403 also known as the Union Hotel. The current zoning of commercial; however, a residential zoning is more viable for the following reasons:

- No off street parking for clientele
- Insufficient commercial traffic on Main and Pike street to support retail in the Downtown Dayton community
- Three existing restaurants have already saturated the area for dining and parking spaces
- Two other store fronts on Main and Pike have successfully been converted to residential
- The Union Hotel had been used for 50 years as a residential space by Edna MacDIARMID
- Renovation for residential will turn a currently derelict building into an attractive focal point
- Renovations may encourage other property owners to renovate their own structures
- Seismic retrofits conducted for residential use will improve public safety
- Residential use will preserve the Union Hotel for future commercial use
- The Union Hotel has been on and off the market since 2000 when Edna MacDIARMID passed away. There have been no viable commercial offers on the property and it is now, due to decay, one of Nevada's most endangered historic structures.

Narrative

With an interest in historic preservation, I have been working with the Planning Commission, Building Department, Comstock Historical Society, and Dayton Historical Society to ensure that the restoration of this property is both historically correct and upgraded for current building code and seismic retrofitting for public safety. Reconfiguration of the interior will focus on conserving original millwork and architectural details with minimal alterations to the floor plan. The majority of the work will be centered around repairing existing walls and providing modern electrical, mechanical and plumbing.

Regarding use of the property, the main hotel structure will be used as the residential living space. The 2nd floor will have 3 or 4 bedrooms, a full bathroom, a laundry room, his and hers office spaces and a secondary living room. The first floor saloon will serve as the primary living room while retaining the original bar and historic piano. The existing oversized dining room will become a country kitchen with dining area. The first floor will also have a full bath and walk in pantry. The post office space will become a workspace for numerous personal hobbies and art projects. It will also provide space to create millwork for the interior renovation of the hotel. The back yard will be cleaned up and used as recreation and garden space.

Clean up and prep work has already been started. 60 cubic yards of trash have been removed from the interior and backyard of the property and a structural inspection has been completed. The structural engineer, Terrence Tobey, P.E., S.E., has investigated the building and his findings are that the building can be saved but at cost. In spite of this cost, we have decided that it is worth the cost and effort to

proceed with the historic use overlay zoning and special use permit to allow the use of this building as a residence.

My goal is to convert the Union Hotel from a derelict property to an attractive focal point at the center of town preserving the historic character of the neighborhood. This will provide incentive and inspiration for other current and prospective property owners in the Historic District to renovate their properties. This goal has been well received by the neighbors and over the last two months my wife and I have met many of the residents of downtown Dayton, who are supportive and have encouraged our efforts to save the Union Hotel from its current designation of one of the most endangered historic buildings in Nevada. As quoted by Preserve Nevada, "The Union Hotel - This Dayton hostelry was constructed in 1870 and, having been neglected, may soon deteriorate beyond repair." With the support of the town and desire to be a steward to this amazing property, I request you consider my application for a Special Use Permit.

REQUEST FOR PLAN REVIEW AND BUILDING PERMIT PRIOR TO ZONE CLEARANCE

SUBJECT: PROPOSED CONSTRUCTION OF 75 Main Street Dayton NV

Glenn Hasbrouck requests permission to submit construction documents and a building permit application for the above referenced project prior to final approval by the Planning Commission and/or the Planning Division.

Glenn Hasbrouck is aware that this plan check is being done at their own risk and that plan check fees will not be refunded if the necessary Planning Division approvals for this project are not granted.

Glenn Hasbrouck requests that the County issue a building permit for the limited purpose of completing structural engineering and work on the building. Any construction work and plans are being done at their own risk and that plan check fees and building permit fees will not be refunded if the necessary Planning Division approvals for this project are not granted.

Glenn Hasbrouck also agrees to resubmit revised drawings and pay supplemental plan check fees should the documents require revisions based on additional plan check or Planning Division comments.

Glenn Hasbrouck understands that the Building Permit and plan review expires 180 days from the date of submittal or if the zone change is denied for any reason.

Developer and/or property owner understands and agrees that by submitting for plan review or applying for a building permit, the developer and/or property owner does not obtain any vested rights in the project or the planning applications. The *developer and/or property owner* agrees not to use the building permit or plan review as a basis for approval of the planning application(s). The *developer and/or property owner* agree to hold County harmless for any damages, expenses, costs, engineering, attorney fees or other charges associated with the project in the event the planning application is denied.

Glenn Hasbrouck also agrees that no person or entity may occupy the structure until the Building Department issues a certificate of occupancy and all required planning applications are approved and any related conditions of approval are satisfied.

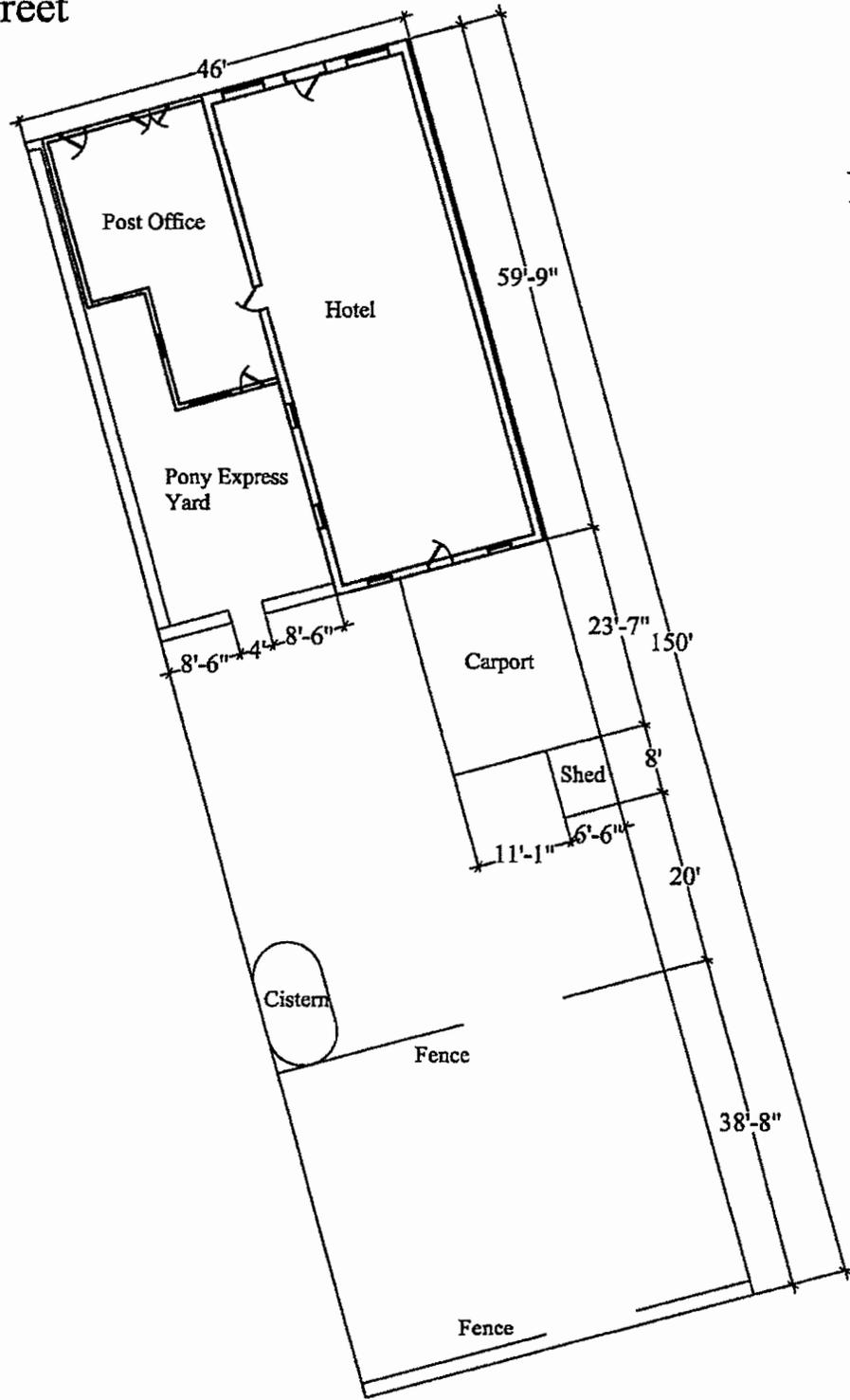
Please authorize us to proceed with the building plan check and building permit and application process. Should you have any questions, please contact Glenn Hasbrouck (408) 887-3328

Sincerely,

 6-28-16

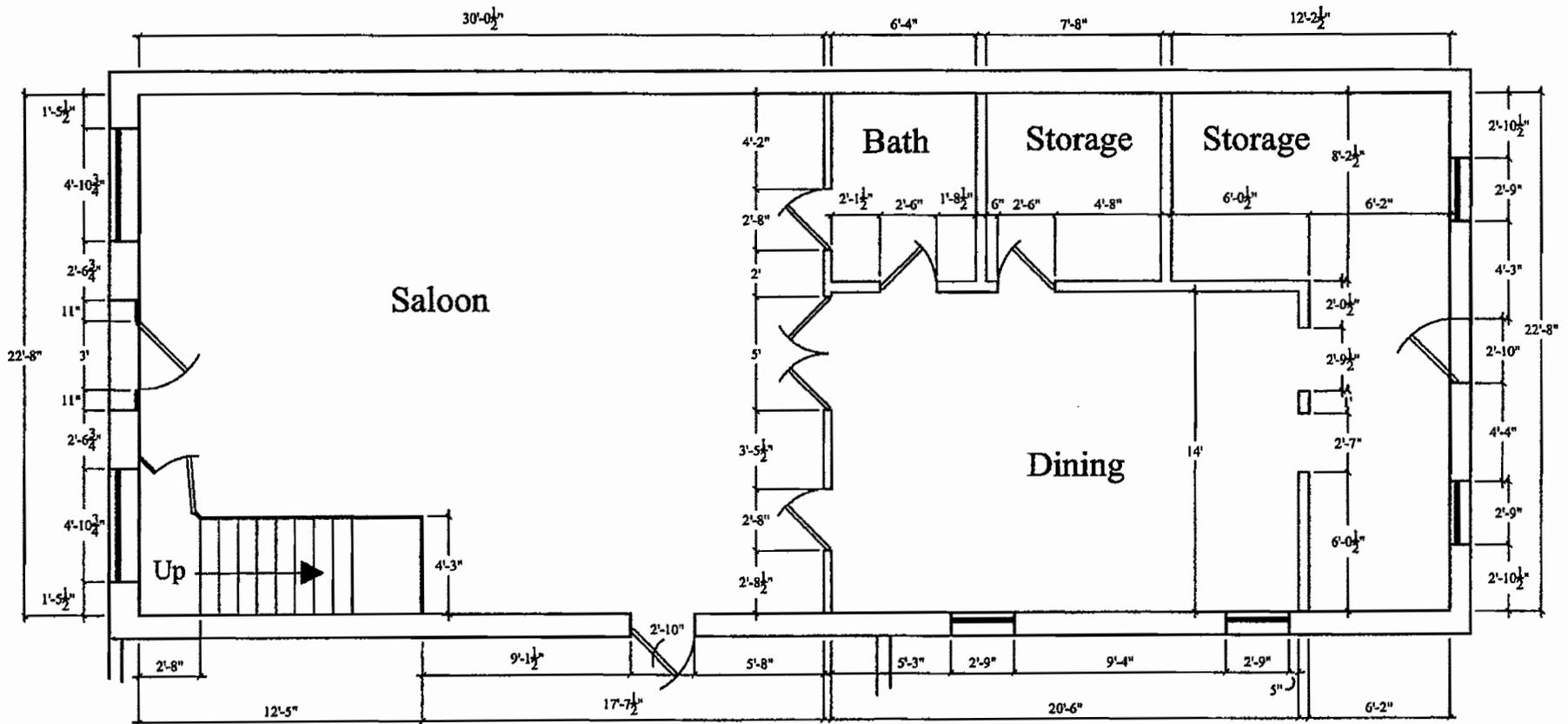
Owner, Officer of Developer, Name, Title

Main Street

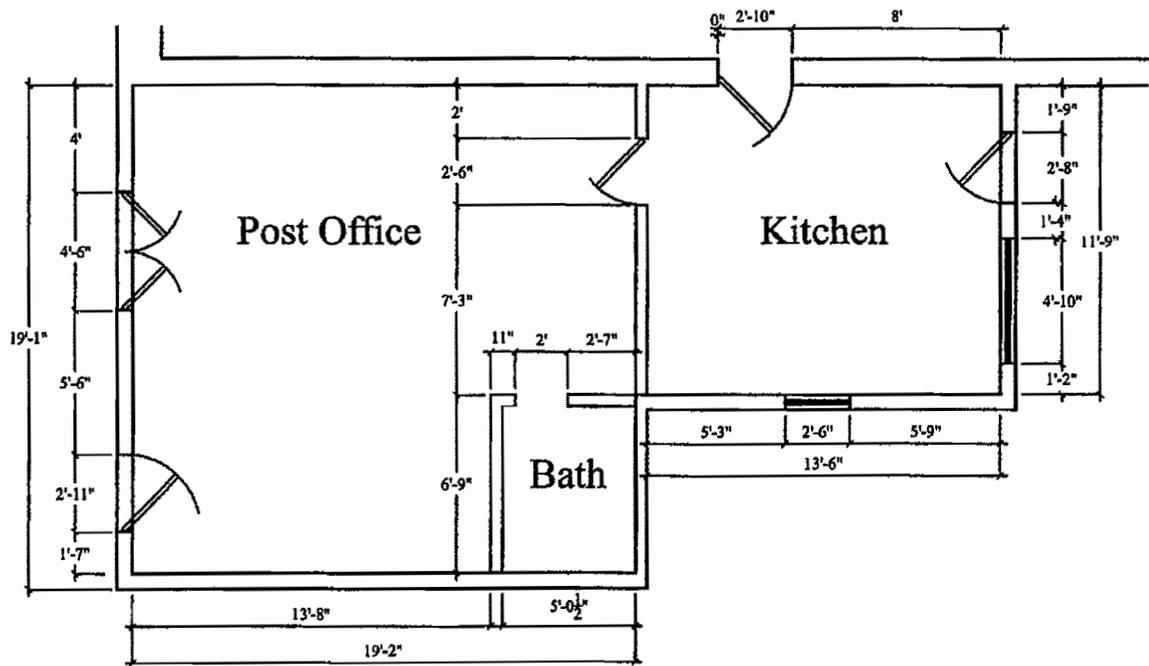


Silver Street

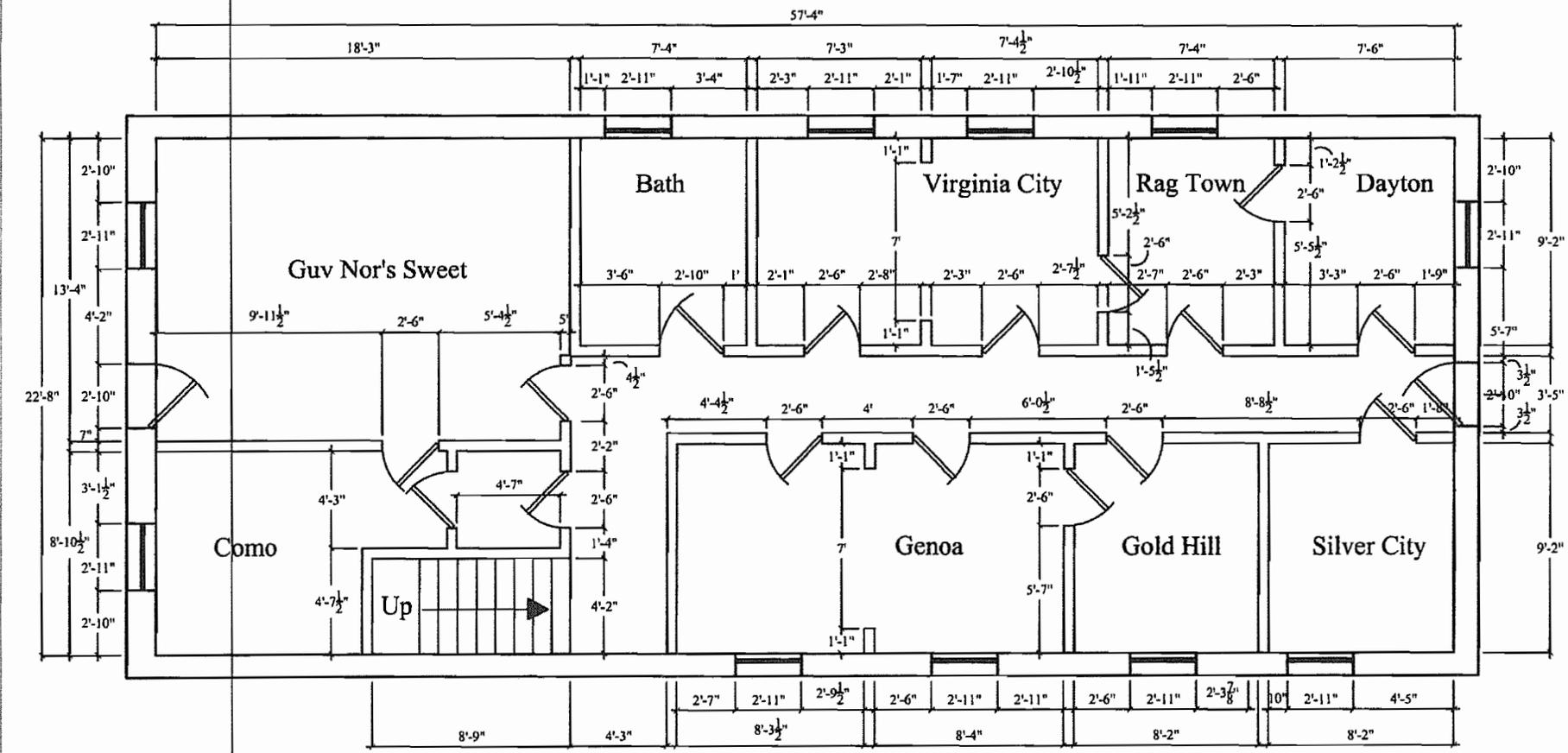
Site Plan
Union Hotel 75 Main Street Dayton NV



Union Hotel 1st Floor

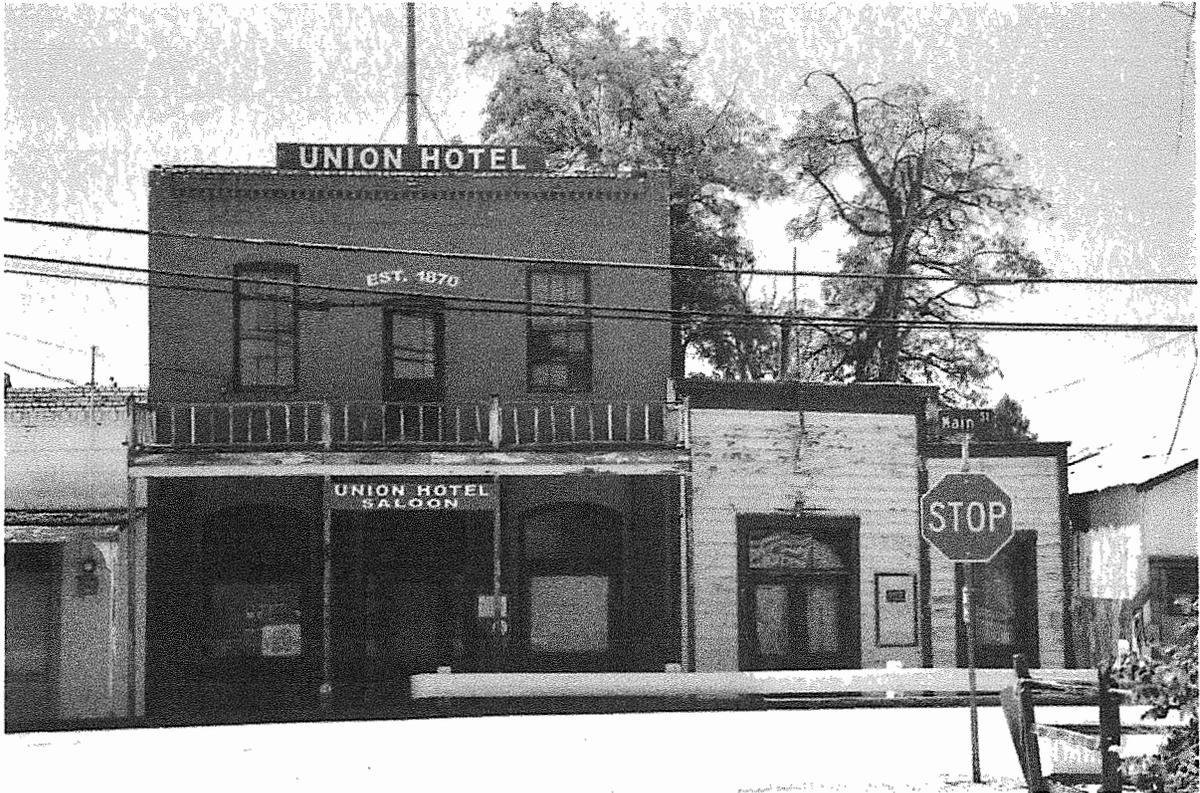


Union Hotel Post Office



Union Hotel 2nd Floor

Front Elevation



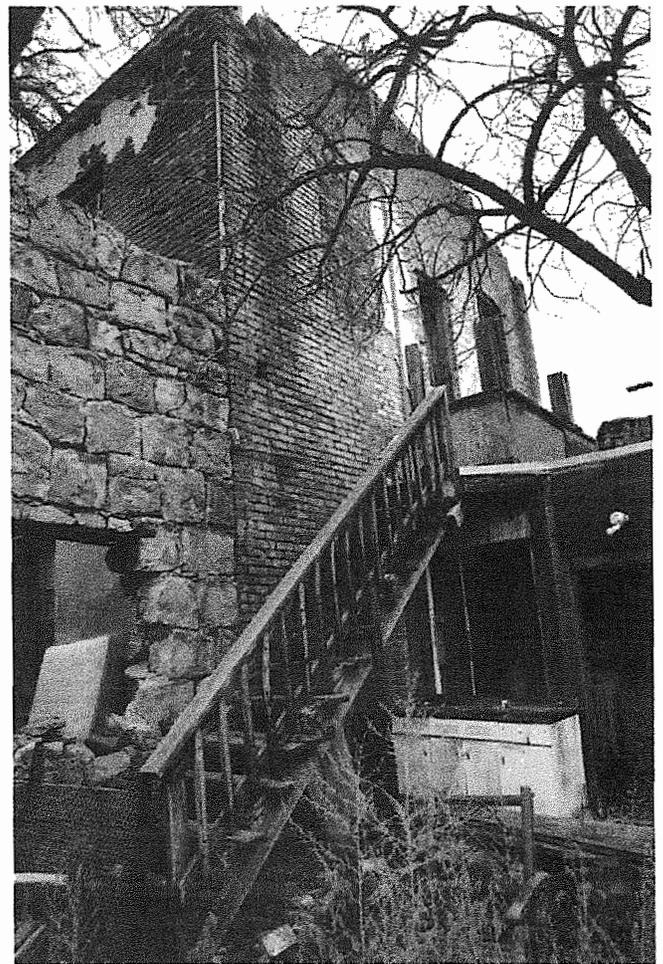
Rear Elevation



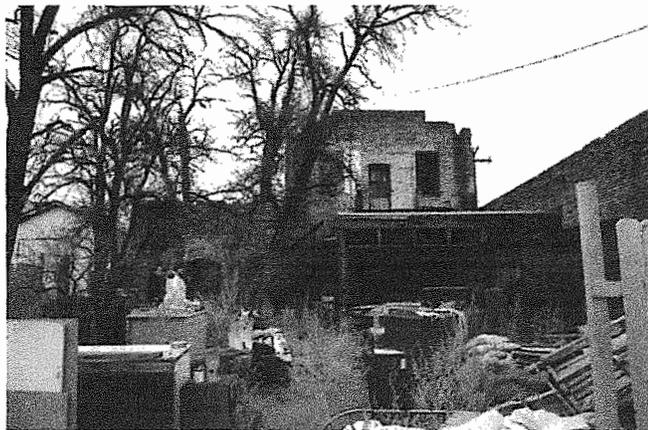
Hotel front



Hotel rear brick work



Hotel rear



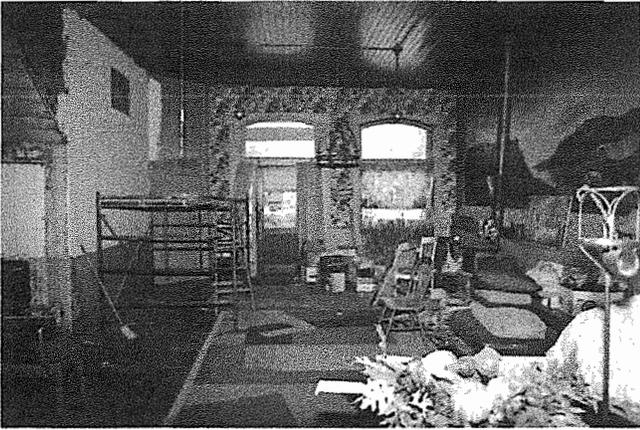
Pony express yard rear



Pony express yard interior



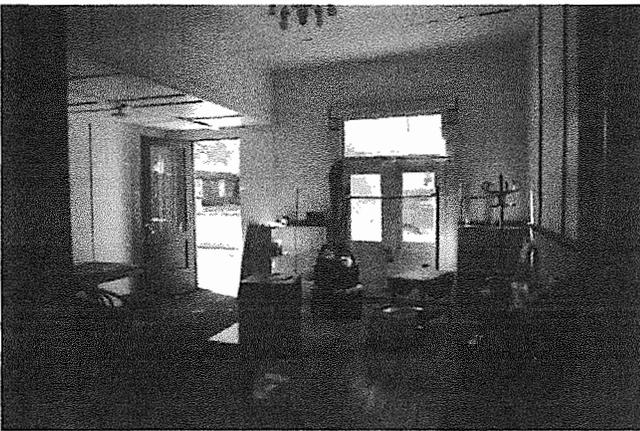
Saloon interior



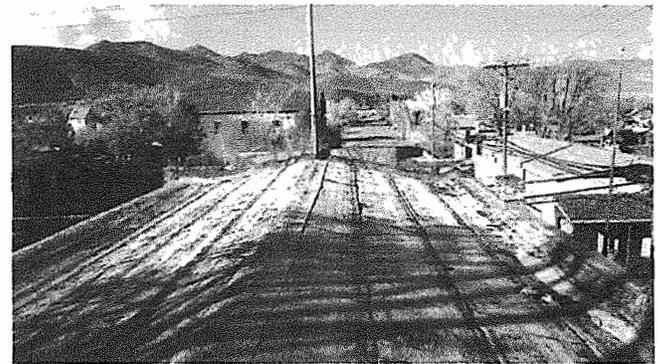
Bath room



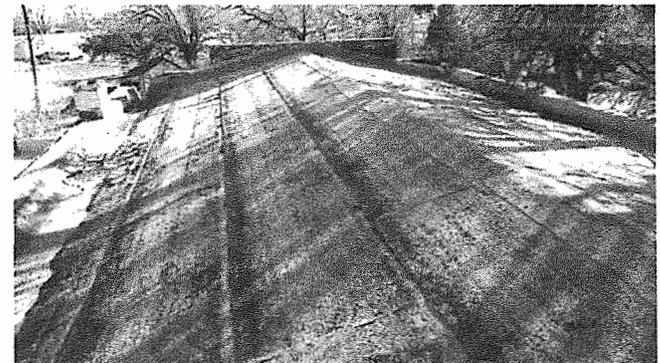
Post office interior



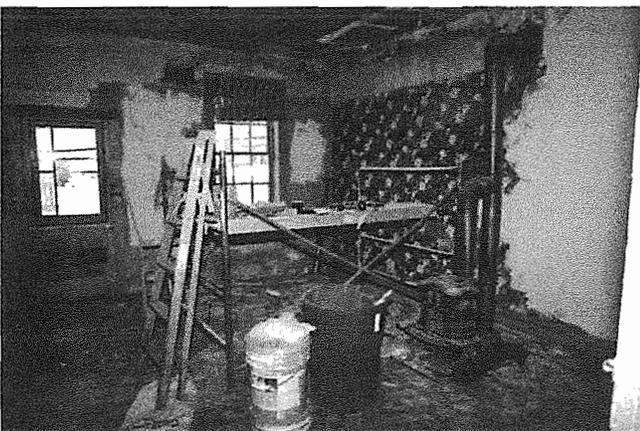
Roof facing north



Roof facing south



Master bedroom



April 25, 2016
Project No. R481-01-16

Ms. Christie Fernquest
Broker Sales Associate
COLDWELL BANKER SELECT REAL ESTATE
175 Highway 50 East
Dayton, NV 89403

**RE: UNION HOTEL
SEISMIC EVALUATION REPORT**

Dear Ms. Fernquest:

We are pleased to submit the results of our evaluation of the Union Hotel building. The building is an historic two-story building with a partial basement located at 75 West Main Street in Dayton, Nevada. It was built in the late 1800's and is an unreinforced masonry structure. Tobey-Wade Consulting has performed an evaluation to identify potential deficiencies relative to the building's ability to resist seismic events.

The evaluation was conducted in accordance with the Tier 1 Screening Procedure as contained in *ASCE/SEI 41-13 Seismic Evaluation and Retrofit of Existing Buildings*. On the basis of our evaluation, it can be concluded the building exhibits certain characteristics that pose risks to the public during seismic events. While these deficiencies are significant, we have also concluded that the building can be strengthened to mitigate these risks. Implementation of seismic upgrades can be incremental.

The deficiencies and possible methods for mitigation include:

1. *The north and south ends of the building have unbraced parapets that could fail in a seismic event.*
 - The parapets can be stabilized by anchorage and bracing to the adjacent roof framing. The framing requires installation of drag connectors and blocking to transfer the loads into the roof diaphragm.
2. *The exterior masonry wall to the roof and second floor diaphragm anchorage is inadequate and the walls could collapse when subjected to lateral seismic forces.*
 - The exterior masonry walls require anchorage to the roof and floor framing with tension anchors. Collector elements, drag connectors and blocking are also required within the roof and floor system to complete the load path.

- Installation of adequate shear transfer connections is required.
3. *The north and south brick walls are overstressed in shear and will be significantly damaged or, possibly, fall during seismic events.*
- These walls can be strengthened by infilling of openings, installation of steel frames, by the addition of shotcrete to the inside of the walls or, possibly, by application of carbon fiber reinforced polymer composites. Infilling of windows is not recommended as that will detract from the building's historical character.
4. *The foundation walls require re-pointing, replacement of missing stones and possible strengthening.*
- The foundation walls should be re-pointed and all missing stones replaced. The foundations will likely need to be strengthened to resist loads from the shear walls above.
5. *The roof and second floor diaphragms lack sufficient stiffness and will produce excessive horizontal deflections under seismic loads.*
- Stiffening of the diaphragms can be accomplished by the installation of plywood sheathing over the existing floor sheathing or to the ceilings. It may be possible to convert some interior walls to shear walls which would stiffen the diaphragms without the need for a plywood overlay.
6. *The second story walls and the stairwell north and west walls exceed allowable height-to-wall thickness ratios and could fail during a seismic event.*
- The second story walls have height-to-thickness ratios which exceed the allowable ratios. Additional analysis should be conducted to determine if the walls can be considered as compliant.
 - The north and south stairwell walls have height-to-thickness ratios which also exceed the allowable ratios. Installation of supports is required within the stairwells to reduce the unbraced height-to-thickness ratios.
7. *Wall Mortar Re-pointing*
- The areas of wall with deteriorated mortar can be re-pointed to restore the mortar.
8. *Other Deficiencies*
- A first floor girder supporting the floor joists over the basement does not continue to the wall leaving some joists unsupported. This girder should be replaced or otherwise modified to restore support to the floor joists.
 - The first floor joists are supported by framing placed on a ledge in the foundation wall. The framing should be modified to provide adequate support and the missing stones replaced.

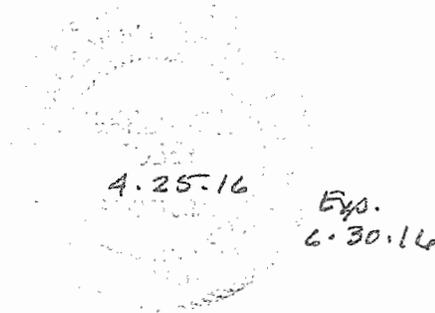
COLDWELL BANKER
Ms. Christie Fernquest
Page 3 of 3

- The flagpole to roof connection may be inadequate to resist seismic forces. This connection should be analyzed to verify its adequacy.

Tobey-Wade Consulting appreciates the opportunity to provide our services. Please feel free to contact me should you have any questions regarding our findings.

Sincerely,
TOBEY-WADE CONSULTING

Terrence R. Tobey
TERRENCE TOBEY, P.E., S.E.
Principal Structural Engineer



UNION HOTEL - DAYTON, NEVADA

SEISMIC EVALUATION

April, 2016

1.0 INTRODUCTION

The Union Hotel building is located at 75 West Main Street in Dayton, Nevada and is a two story brick structure with a partial basement. The building was reportedly built between 1870 and 1900 and is considered historically significant. Although currently unoccupied, the building was originally used as a hotel and bar.

The building is up for sale and, as a condition of the sale, the Lyon County Building Department has requested that a structural evaluation of the building be conducted to identify potential deficiencies relative to its ability to resist seismic loads.

2.0 SCOPE OF SERVICES

Tobey-Wade Consulting (TWC) has been retained to perform the evaluation. Our scope of work includes the following tasks:

1. Since original construction drawings are unavailable, our first task involved conducting a site visit to verify the readily visible details of existing construction.
2. Once the details of construction were verified, an evaluation of the building's seismic force resisting system was conducted. The evaluation was performed in accordance with the Tier 1 Screening Procedure as contained in *ASCE/SEI 41-13 Seismic Evaluation and Retrofit of Existing Buildings*.

As part of the Tier 1 procedure, preliminary structural analysis was performed to ascertain whether certain building elements are within acceptable limits with regard to their ability to resist seismic forces.

3. Alternatives for mitigation of seismic deficiencies in the structural systems have been formulated.
4. Our findings have been summarized in this report.

It should be noted that evaluation of the building's gravity load resisting systems as well as of non-structural building systems is beyond the scope of our services. Evaluation of the building to verify ADA access, exiting and the presence of asbestos, mold, and other environmental contamination was not performed.

3.0 BUILDING DESCRIPTION

The building is rectangular with an approximate area of 2,900 square feet, not including the partial unfinished basement area. Interior walls are present in each story and a set of stairs is situated at the northwest corner. The *Appraisal Report* prepared by Samuel Ward contains more in-depth descriptions of the building layout and property.

The building is located between two smaller retail/office buildings which abut its east and west walls. The adjacent building to the west is part of the Union Hotel property and access to the Union Hotel is provided via a doorway in the common wall. A small timber-framed open shed has been added onto the building's south side.

Although the building's structural systems are mostly concealed by interior finishes, structural system information was obtained by inspection of the structure through openings and gaps in the finishes. A portion of the first floor framing is visible from the basement.

The perimeter walls, with the possible exception of the lower story front (north) wall, are 13-inch thick unreinforced brick masonry walls with an interior plaster finish. The lower story north wall may be 17-inches thick but that could not be confirmed. The brick walls extend above the roof level to form parapets. The north and south parapets are stepped to follow the roof gable. See Photograph 1.

The north and south walls contain a door and two windows in each story, although the west window in the south wall upper story has been infilled with brick. The north wall lower story openings are relatively wide creating a storefront. See Photographs 2 and 3. The east and west walls each have four window openings in the second story. See Photograph 4.

The first and second story floors have one layer of 1x straight sheathing supported by 3x12 timber joists spaced at 16 inches on center and spanning in the transverse or east-west direction. The first floor joists bear on horizontal timber members placed on a ledge built into the foundation wall. See Photograph 5. Intermediate support for the first floor joists is provided by timber girders and posts. Some first floor framing members have minor charring indicating that they were previously exposed to fire. See Photograph 6.

The ends of the second floor joists are embedded into the east and west brick walls. Intermediate support for the joists is provided by interior walls. An exterior timber deck extends north over the public walkway in front of the building. A smaller second story timber deck is present on the south side.

The roof has a mild gable configuration with the ridge running in the north-south direction. A flagpole is located behind the north parapet wall. The roof framing spans in the east-west direction and consists of straight sheathing placed over sloping 2x10 rafters spaced at 16 inches on center. The second story ceiling is supported by 2x ceiling joists spaced at 16 inches on center and spanning in the east-west direction. The rafters have vertical kickers nailed to the ceiling joists. The ends of the ceiling joists are embedded into the east and west brick walls. Steel wall anchors are visible at the northwest corner of the second floor ceiling. See Photograph 7. Intermediate support for the ceiling joists is provided by interior bearing walls.

As seen in Photograph 5, the foundation system consists of stones mortared together to form the basement walls.

4.0 BUILDING EVALUATION

4.1 Basis of Evaluation

ASCE/SEI 41-13 Seismic Evaluation and Retrofit of Existing Buildings, in conjunction with the results of our site visit, form the basis of our evaluation. ASCE/SEI 41-13 is a national standard and, as the name implies, it was developed to establish guidelines for the seismic evaluation of existing buildings.

4.2 Seismic Force-resisting System

The building structural systems include the gravity system and the lateral force-resisting system. The gravity system provides support for gravity loads such as the building's self-weight, environmental loads such as snow and live loads imposed by the building's use. Lateral wind and seismic forces are resisted by the building's lateral force-resisting system consisting of the building's roof and floors (termed diaphragms), the perimeter brick walls (termed shear walls) and the foundations.

Western Nevada, including the Dayton area, is considered as having a moderate to high potential for strong ground shaking during seismic events. Numerous faults are present within fifty miles of Dayton and the generally accepted maximum credible earthquake magnitude along the frontal fault system of the eastern Sierra Nevada range is 7.0 to 7.5. Due to the potential for strong ground shaking, the building must be capable of resisting lateral seismic forces.

The walls of the Union Hotel building are constructed with unreinforced masonry (URM). The term unreinforced masonry indicates that the construction utilizes fired clay bricks mortared together to form a structural wall element. Reinforcing steel is not used to provide bending strength and continuity within the brick walls.

From past experience, unreinforced masonry bearing wall buildings have proven to represent a significant hazard to life-safety during seismic events. Because of this poor performance record, modern building codes prohibit unreinforced masonry construction in zones of higher seismicity such as Western Nevada.

Our evaluation indicates that the Union Hotel building has several deficiencies that present the potential for life-safety hazards or pose a risk for significant damage in the event of an earthquake. A discussion of the deficiencies identified by this study follows.

A. Parapets

The north and south parapets extend up to 24 inches above the roof sheathing. This height exceeds the allowable height for unbraced parapets.

Parapets can fall away from the building during a seismic event. Due to their location over exits and the public walkway, the presence of unbraced parapets is a serious life-safety deficiency.

B. Masonry Wall to Roof and Floor Diaphragm Anchorage

During earthquakes, buildings are subjected to lateral forces applied in the horizontal or lateral direction. Without adequate connection between the building's masonry walls and the roof and floor diaphragms, the walls tend to separate from the building leading to instability and possible collapse of the walls. Several buildings in Wells,

Nevada experienced this type of wall failure during the February 2008 magnitude 6.0 earthquake.

In this case, we observed that the brick walls are attached to the second story ceiling joists with steel anchors embedded into the masonry. It is likely that the brick walls are also attached to the second floor framing with similar anchors.

Since the forces within the anchors are not fully transferred into the diaphragms, this type of connection is considered ineffective in preventing out-of-plane separation of the walls.

The lack of adequate anchorage is a serious life-safety deficiency, especially at the north and south walls.

C. In-plane Shear Stress

The unreinforced masonry walls function as shear walls. Shear walls transfer the seismic forces from the diaphragms to the foundations. The resultant stress within these walls is termed the in-plane shear stress. Excessive in-plane shear forces can lead to damage or possibly failure of the wall.

The stress within a shear wall is directly related to the area of solid wall that is present after taking into consideration the wall openings. In the case of the Union Hotel, the north wall and to a lesser extent, the south wall have large door and window penetrations which reduce the amount of solid wall available to resist seismic forces.

Our evaluation indicates there is the potential for excessive cracking and possible failure of the north wall. This is a serious life-safety deficiency. It is likely that the south wall has a similar deficiency.

D. Roof and Floor Diaphragms

- a. In buildings constructed to current code requirements, the roof and floor diaphragms have connections which transfer lateral loads to the shear walls located along the ends of the diaphragms. Typically, the diaphragms are nailed to the framing which, in turn, is connected to the walls with anchor bolts. These shear transfer connections are not present in this building.
- b. In addition to the lack of shear transfer connections, the floor and roof diaphragms are built with a single layer of board sheathing. A single layer of board sheathing does not provide adequate stiffness for these diaphragms and they are considered flexible.

Flexible diaphragms can produce excessive lateral deflections under seismic loads. Since the diaphragms provide support for the masonry walls, lateral displacement of the flexible diaphragm will cause a corresponding out-of-plane deflection in the walls. Unreinforced masonry walls may fail if subjected to excessive out-of-plane deflection.

E. Stone Foundation Walls

The mortar between the stones is deteriorated and some of the stones are missing. Since the foundation provides the basic support for the building, this is a serious deficiency.

F. Masonry Wall Height-to-Thickness Ratio:

Even if the masonry walls are adequately anchored to the roof and floor, the walls must still be capable of resisting the inertia caused by their own weight during an earthquake. If a wall is relatively thin compared to its height, it may buckle during an earthquake. Acceptability of a wall against buckling is based on its height-to-wall thickness ratio. If the height-to-thickness ratio exceeds prescribed limits, the wall could potentially fail during seismic events.

The second story walls and the west wall at the stairwell have height-to-thickness ratios which exceed the allowable ratios.

G. Brick Wall Mortar

The brick walls contain areas where the mortar has deteriorated. The mortar is essential in bonding the bricks together and in weather protection. This is not yet a serious deficiency but may become one if the mortar continues to deteriorate.

H. Other Deficiencies

During our site visit other deficiencies were also found. In the basement, it was observed that a first floor girder supporting the floor joists does not extend to the foundation wall leaving some joists unsupported. This has weakened the floor's ability to support gravity loads.

Additionally, the first floor joists are supported by framing placed on a ledge in the foundation wall. The framing is insufficient to provide adequate support and some of the stones below the framing are missing.

Although we were not able to examine the attachment of the rooftop flagpole to the roof rafters, it is possible that the attachment is insufficient to resist seismic forces.

5.0 SEISMIC UPGRADE RECOMMENDATIONS

On the basis of our evaluation, we have concluded that the lateral-force-resisting system for the Union Hotel building has several potentially hazardous deficiencies. In the event of an earthquake, these hazards pose a threat to the occupants of the building and to the public.

Strengthening procedures such as those described below can be implemented to mitigate the identified hazards. The seismic upgrade recommendations are categorized as Priority Level 1 and Priority Level 2 recommendations to allow phasing of the work. Priority 1 recommendations are intended to be implemented first as they have life-safety implications. Priority Level 2 recommendations can be implemented in a later phase.

PRIORITY LEVEL 1

1. *Parapets*

The north and south parapets can be stabilized by bracing to the adjacent roof framing. The roof framing requires installation of blocking and strapping to transfer the loads into the roof diaphragm.

2. *Masonry Wall to Roof and Floor Diaphragm Anchorage*

The exterior masonry walls can be anchored to the roof and floor framing with steel tension anchors. Collector elements, blocking and strapping will be required within the roof and floor systems to complete the load path. Installation of adequate shear transfer connections can also be installed at this time.

Similarly, the second story decks should be anchored to the walls to prevent them from pulling away from the walls.

3. *Shear Walls*

Walls with excessive in-plane shear stress can be strengthened by infilling of openings, by the installation of steel frames, by the addition of shotcrete to the inside of the walls or, possibly, by application of carbon fiber reinforced polymer composites to the interior wall surface.

In this case, infilling of windows is not recommended as that will detract from the building's historical character.

4. *Foundations*

The foundation walls should be re-pointed and all missing stones replaced. The foundations will also likely need to be strengthened to resist loads from the shear walls above.

PRIORITY LEVEL 2

1. *Diaphragm Strengthening*

Stiffening of the roof and floor diaphragms can be accomplished by the installation of plywood sheathing over the existing floor sheathing or to the ceilings. Alternatively, it may be possible to make use of the existing interior walls to reduce the diaphragm flexibility.

2. *Wall Height-to-Thickness Ratio Mitigation*

The second story masonry wall height-to-thickness ratio exceeds the allowable height-to-thickness ratio by a small amount. Additional analysis of the walls may demonstrate that the walls are adequate without the need for bracing.

At the stairwell north and west walls, new braces are required to reduce the unbraced height-to-thickness ratio.

3. *Wall Mortar Re-pointing*

The areas of wall with deteriorated mortar can be re-pointed to restore the mortar.

4. *Other Deficiencies*

The first floor framing should be repaired or strengthened to alleviate the deficiencies.

These mitigation recommendations are representative of possible mitigation methods. Final selection of the strengthening methods as well determination of the timeframe for implementation of the Priority Level 2 mitigation will be dependent on an in-depth structural analysis of the building. The analysis should be performed by a structural engineer experienced in seismic retrofitting of historic buildings.

6.0 LIMITATIONS

Please note that our findings are based on a limited field inspection as well as on our experience and knowledge of similar structures. Concealed elements were not uncovered nor was testing of building materials performed. An independent analysis of the building to verify compliance with non-seismic building code requirements was not conducted. While we have endeavored to provide a comprehensive assessment, it is possible that there are hidden conditions which, if encountered, might affect our conclusions.

REPORT PHOTOGRAPHS

UNION HOTEL
Report Photographs



Photograph 1. North wall parapet and flagpole.

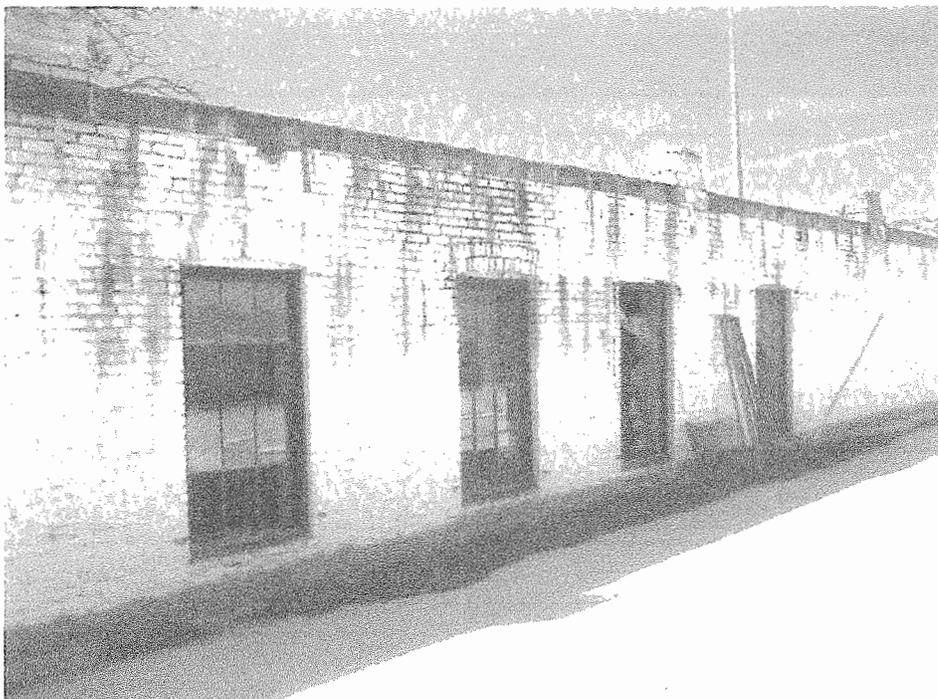


Photograph 2. Front view of the north wall.

UNION HOTEL
Report Photographs



Photograph 3. View of the second story south wall and parapet.



Photograph 4. View of the second story east wall.

UNION HOTEL
Report Photographs



Photograph 5. First floor joist to foundation wall connection.



Photograph 6. Charred floor framing.

UNION HOTEL
Report Photographs



Photograph 7. Second story ceiling joist with a wall anchor.



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

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#22

Lyon County Planning Commission

PLZ-16-0024 Merger & Resubdivision/Tentative Map of the Granite Pointe Subdivision

Meeting Date: September 13, 2016

Owner: Saginaw Manufacturing, LLC

Applicant: Same

Area Location: Dayton

Parcel Numbers: 016-271-022 and 016-271-023

Zoning: SCMU (Commercial Mixed Use – Suburban)

Master Plan: Commercial Mixed Use

Flood Zone: X Unshaded (Areas determined to be outside of the 500-year floodplain)

Case Planner: Rob Pyzel

Planning Director Approval:

Request:

The applicant requests Parcels 2 and 3 of the Bedford Properties parcel map, recorded as Document No. 189531 on January 24, 1996, be reverted to one approximately 10.1 acre parcel via a Merger and Resubdivision to allow for a Tentative Subdivision Map for 45 single family residential lots on approximately 7.27 acres and one 2.83 acre commercial parcel.

Staff Recommendation:

Staff recommends **approval** of the proposed Tentative Map subject to the Conditions of Approval as listed below in the staff report.

Suggested Motion:

The Lyon County Planning Commission finds that the requested Merger & Resubdivision to a Tentative Subdivision Map for the Granite pointe Subdivision:

- 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.

Based on the aforementioned findings, the Lyon County Planning Commission recommends approval of the request for the Merger and Resubdivision to a Tentative Subdivision Map for the Granite Pointe Subdivision in Dayton, as identified on Assessor's Parcel Map 016-271-022 and 016-271-023 (PLZ 16-0024), subject to the following conditions:

1. Approval of the tentative map shall be conditional, subject to the following terms and conditions:
 - a. The improvements required by the terms of Title 11 of the Lyon County Code shall be inspected by the County as the work progresses. Such improvements shall not be started until the inspection fee, required as a prerequisite to the filing of the final map, has been paid.
 - b. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.
2. The applicant shall comply with all Federal, State, County and special purpose district regulations.
3. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Community Development Director prior to submitting the final subdivision map for recordation.
4. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Community Development Department prior to final subdivision map recordation.
5. The applicant shall comply with Lyon County improvement requirements as set forth in Chapter 11.07 of the Lyon County Code including, but not limited to:
 - a. The applicant shall comply with the road improvement standards set forth in Chapter 11.07.01 and 11.07.14 as they relate to on and off-site access, street grading, street alignment, surfacing and width in an NR-1 zoning district for access to the proposed parcels.
6. The applicant shall construct all internal roads and off-site roads necessary to provide legal and physical access according to the County road standards established for the NR-1 zoning district and in accordance with the following:
 - a. Horizontal and vertical street alignments must be designed in accordance with "A Policy on Geometric Design of Highways and Streets", latest addition, published by the American Association of State Highway Transportation Officials. Local streets serving less than 75 lots must be posted with the appropriate speed limit signs. The minimum slope on asphalt paving shall be 2-percent.
 - b. Street lighting shall be installed to County standards.
 - c. Road and traffic signage shall be installed to County standards.
 - d. The existing traffic median located on the east side of the intersection of Dayton Valley Road/Sunset Way will be modified to allow west-bound traffic on Dayton Valley Road to make a left turn movement into the residential portion of the project.
7. The applicant shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County **rejects the offer of dedication at this time and** will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.
8. Another traffic study is required to be submitted when the 2.83-acre commercial parcel of the Granite Pointe Subdivision is proposed to be developed.

9. The applicant shall provide the proposed Covenants, Conditions and Restrictions ("CC&Rs"), agreements, easements and other legal instruments containing sufficient detail to constitute enforceable provisions necessary for easements and maintenance for all drainage easements and facilities, landscaping, building location restrictions and/or envelopes, pedestrian/bicycle access to the commercial parcel and public land to the south and other provisions necessary for the subdivision as approved, for review by the Community Development Director and District Attorney's Office.
10. The developer shall obtain all necessary approvals and encroachment permits, and coordinate and comply with any requirements placed on this subdivision by the Lyon County Road Department.
11. A detailed final geotechnical report must be submitted with the final subdivision map application that includes roadway structural sections. The minimum thickness of asphalt concrete pavement shall be 4-inches in accordance with the Lyon County Standard Roadway Sections, Drawing L-1 (dated 6/12). Roadway sections must be based on R-values taken at subgrade level. Prior to aggregate base being placed for roadways, R-value testing must be done at subgrade to verify that the subgrade soils have the structural section design minimum R-value. The minimum number of R-value tests shall be one test per 1000 feet of street and must be evenly distributed throughout the site or as approved by the Lyon County Road Superintendent. A note to this effect must be placed prominently on the plans. Structural section calculations must be submitted with the final subdivision map application that show the proposed structural section is adequate.
12. The applicant shall comply with Lyon County's 1996 drainage guidelines (as revised 2006). The applicant shall demonstrate that the proposed drainage facilities will comply with the Lyon County Drainage Requirements to the satisfaction of the County Engineer and Utilities Department Director prior to recordation of the final subdivision map. Major drainage facilities shall be constructed in the first phase of development and each phase of building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases of development.
13. The applicant shall provide documentation that easements have been recorded to permit discharge of project generated stormwater to all off-site properties receiving stormwater discharges prior to recordation of a final subdivision map.
14. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary to protect source water from potential stormwater contamination have been designed and will be installed prior to approval of a final subdivision map for this project.
15. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge to the Carson River have been designed and installed prior to approval of a final subdivision map for this project.
16. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map for this project.

17. Another drainage study will be required for the commercial parcel of the subdivision when development is proposed for that portion of the Granite Pointe Subdivision.
18. The developer, homeowners' association or suitable maintenance entity shall be responsible for maintenance of the two public pedestrian access areas. The two public pedestrian access areas shall be improved with base materials and Portland Concrete to mitigate the growth and accumulation of flammable vegetation which would present a continued fire nuisance. A storm drainage utility easement is required if either or both of the public pedestrian accesses contain storm drainage conveyance facilities.
19. The applicant shall complete any and all required development improvements and facilities to the satisfaction of the Community Development Director, County Engineer, Road Director, Utilities Director, Building Official, Central Lyon County Fire Protection District or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to recordation of a final subdivision map for this project. There may be temporary restrictions to obtaining building permits even with an acceptable security instrument depending on the County's approval of the various systems. All facility construction shall be completed and inspected to the Building Official's satisfaction prior to the issuance of a Certificate of Occupancy will be allowed in any single family residence for this project.
20. The applicant shall comply with all applicable building and fire code requirements.
 - a. No building permits shall be accepted for processing until a final subdivision map has been approved and recorded.
 - b. Building permits shall be issued in compliance with Title 10 and 11 of the Lyon County Code.
21. The applicant shall comply with County requirements, in accordance with Chapter 11.07.14(F) of the Lyon County Code, mandating that a grading permit(s) be obtained for any site development work prior to any disturbance occurring on the subject site.
22. Structures placed on the residential lots shall adhere to the County's site and setback standards for the NR-1 zoning district (Front: 20 feet; Side: 5 feet; Rear: 10 feet; and a minimum of 10 feet between structures on the same lot). Structures on the commercial parcel shall comply with the SCMU zoning district setbacks.
23. The applicant shall provide written evidence demonstrating that the proposed parcels are able to be served by municipal water and sewer systems prior to recordation of a final subdivision map for this project.
24. The water system must meet the requirements of the Lyon County Utilities Department and Central Lyon County Fire Protection District and be constructed in accordance with the following:
 - a. The location of fire hydrants shall be determined by the Central Lyon County Fire Protection District.
 - b. A minimum required fire flow is required for each fire hydrant as directed by the Central Lyon County Fire Protection District.
25. Prior to any combustible materials being brought on site the following shall occur:
 - a. All required fire hydrants are to be installed and fully operating.
 - b. Street name signage shall be installed.
26. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.

27. Should any requested street name(s) be denied, the Community Development Director is authorized to administratively process a request for a replacement street name(s), obtain review and comment from the fire district with jurisdiction, Road Department and any other appropriate agency, and approve a revised street name(s) without the requirement of a public hearing before the Planning Commission.
28. The 10-inch water line that crosses through the western portion of the commercial parcel shall be identified and an access/maintenance easement granted for the water line to the approval of the Utilities Department prior to approval of a final subdivision map for the project.
29. No lot shall be offered for sale or sold until the final subdivision map has been approved and recorded.
30. The applicant will maintain the property until the development is complete. This maintenance will include the semi-annual mowing of all weeds within the development boundaries and the removal of noxious weeds when they are identified.
31. The applicant shall obtain any required air quality permit(s) from the Nevada Division of Environmental Protection (NDEP) and apply appropriate dust abatement processes as part of the development construction.
32. The applicant shall post and maintain a rules and regulations sign at the entryways to the property until it is fully developed. The signs shall be intended for the subcontractors performing work and shall include: 1) no loud music 2) no alcohol or drugs 3) dispose of personal trash and site debris 4) clean up any mud and or dirt that is deposited from the construction parcels onto the streets 5) no burning of construction or other debris on the property.
33. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Community Development Department.
34. All property taxes must be paid in full through the end of the fiscal year (June 30) and any applicable agricultural deferred taxes shall be paid in full prior to recordation of any final map.
35. The applicant shall comply with the final subdivision map requirements as prescribed by NRS 278 and Title 11 of the Lyon County Code.
36. Required recording fees to be paid at time of recording map.
37. A phasing plan must be submitted prior to the recordation of the first final map if the development is to be phased.
38. All appropriate fees and actual costs for map reviews and field inspections must be paid prior to map recordation in accordance with the adopted County fee resolution in effect at the time.
39. Approval of the tentative map shall not constitute acceptance of the final map. Approval of the tentative map shall lapse unless a final map based thereon is presented to the Board of Commissioners within four (4) years from the date of such approval, unless a provision for an extension of time has been granted. The Board of County Commissioners, with the recommendation of the Community Development Department, may grant to the developer a single extension of not more than two (2) years within which to record a final map after receiving approval of the tentative map.
40. The applicant shall provide the final subdivision map to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) 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.

GENERAL INFORMATION

Location:

The subdivision is located along the south side of Dayton Valley Road between Como Road and Breakwater Drive, Dayton, NV.

Size:

The Merger & Resubdivision would result in one approximately 10.1 acre parcel. Currently Parcel 2 is 0.70 acre in size and Parcel 3 is 9.4 acres in size.

The Tentative Map proposes to create 45 single family residential lots varying in size from 5,006 square feet ("sq. ft.") to 6,268 sq. ft. on 7.27 acres of the 10.1 acres parcel created by the merger of Bedford Properties Parcel 2 and Parcel 3. The remaining 2.83 acres will be developed as a commercial center.

Background:

As noted above, Parcels 2 and 3 were created through the parcel map process and are part of the Bedford Properties parcel map, recorded as Document No. 189531 on January 24, 1996. No improvements or utilities have been constructed within the site associated with the approval of the parcel map.

On December 23, 2010, Lyon County adopted the Comprehensive Master Plan County-wide Component, and the area of Dayton in which these parcels are located was designated as Commercial-Mixed Use, which allows a mix of light commercial and residential uses. These parcels also fall into the Suburban Character District. The Character District guides the development intensity and standards which are to be applied.

A new zoning district known as the Suburban Commercial Mixed Use ("SCMU") was adopted by the Board of Commissioners on November 5, 2015. The SCMU district is intended as an interim implementation measure for the Comprehensive Master Plan in those areas within a Suburban Character District and designated as Commercial Mixed-Use. The Comprehensive Master Plan County-wide Component states that:

The Commercial – Mixed Use land use designation is designed to encourage a more cohesive mix of commercial uses than exist today, including residential, designed in centers. Mix and scale varies depending on the Character District.

In December 2015, the applicant received approval of a zone change from C-1, Limited Commercial, to SCMU, Suburban Commercial Mixed Use for the subject site.

Staff Review and Comments:

NRS 278.4925 establish the criteria for Merger and Resubdivision of Land without going through a Reversion to Acreage process:

"NRS 278.4925 - Merger and resubdivision of land without reversion to acreage: Authority; procedure; delineation of remaining streets and easements; crediting of security.

- 1. An owner or governing body that owns two or more contiguous parcels may merge and resubdivide the land into new parcels or lots without reverting the preexisting parcels to acreage pursuant to NRS 278.490.*
- 2. Parcels merged without reversion to acreage pursuant to this section must be resubdivided and recorded on a final map, parcel map or map of division into large parcels, as appropriate, in accordance with NRS 278.320 to 278.4725, inclusive, and any applicable local ordinances. The recording of the resubdivided parcels or lots on a final map, parcel map or map of division into large parcels, as appropriate, constitutes the merging of the preexisting parcels into a single parcel and the simultaneous resubdivision of that single parcel into parcels or lots of a size and description set forth in the final map, parcel map or map of division into large parcels, as appropriate.*
- 3. With respect to a merger and resubdivision of parcels pursuant to this section, the owner or governing body conducting the merger and resubdivision shall ensure that streets, easements and utility easements, whether public or private, that will remain in effect after the merger and resubdivision, are delineated clearly on the final map, parcel map or map of division into large parcels, as appropriate, on which the merger and resubdivision is recorded.*

4. *If a governing body required an owner or governing body to post security to secure the completion of improvements to two or more contiguous parcels and those improvements will not be completed because of a merger and resubdivision conducted pursuant to this section, the governing body shall credit on a pro rata basis the security posted by the owner or governing body toward the same purposes with respect to the parcels as merged and resubdivided."*

The applicant has acquired Parcel 2 and Parcel 3 of the Bedford Properties Parcel Map. As noted in the Background section of the staff report, the property owner secured approval of a rezoning of the properties from C-1 to SCMU. As such, the property owner wishes to merge the two parcels into a single parcel in order to subdivide the development site into 45 single family residential lots on 7.27 acres and one commercial property on the remaining 2.83 acres. This action requires approval of a tentative and final subdivision map. The approval of a final map would, as noted in subsection 2, constitute the merging of the preexisting parcels into a single parcel and the simultaneous resubdivision of that single parcel into the 45 residential lots and single commercial parcel.

Per subsection 3 and 4 of NRS 278.4925, utilities or infrastructure have been installed or constructed within the site that would require being shown on the final map, abandoned or relocated. The tentative map does show a 10-foot wide right-of-way for telephone lines. However, there is a 10-inch water line that lies within the western portion of the proposed 2.83 acre commercial portion of the map that needs to be addressed as a feature of the final map. There are no, known sewer or storm drain improvements located within the subject site.

Additionally, the application includes two public way access points located at the western and southeastern edges of the subject site. The western public way access would include a proposed storm drain outlet pipe that would lead to an off-site detention pond proposed by the conceptual drainage study. The southeastern public way access would provide pedestrian/bicycle access to the County library branch as well as the elementary, middle and high schools. The Central Lyon County Fire Protection District is requiring both public way accesses be improved with concrete to mitigate the growth and accumulation of flammable vegetation, which present a continued fire nuisance.

NRS 278.349(3) lists the items that the County must consider when reviewing a tentative subdivision map application:

"3. The governing body, or planning commission if it is authorized to take final action on a tentative map, shall consider:

(a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

The development will comply with the County's regulations regarding storm drainage improvements. Solid waste management will be addressed through the County's franchise agreement with Capital Sanitation, Dayton Utilities has supplied an intent-to-serve letter for domestic water service. NV Energy and Southwest Gas have provided the applicant with will-serve letters for the development. Dayton Utilities has indicated there is sufficient sewage transmission capacity and treatment capacity to address the development.

(b) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

The development will be provided domestic water service from Lyon County Utilities that complies with the applicable health standards. The developer is required to dedicate water rights of sufficient quantity to adequately serve the development. The developer has secured 22 acre feet of water rights for the development of the 45 single family residential lots.

(c) The availability and accessibility of utilities;

The subject site is located adjacent to existing telephone, water, sewer, natural gas and electrical facilities. The developer has submitted will-serve letters from AT&T Nevada, NV Energy and Southwest Gas as well as intent-to-serve letters from Lyon County Utilities.

(d) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

The subject site is located within walking distance of the Dayton Elementary School, Middle School and High School, the Dayton Branch of the Lyon County Library as well as the County parks located at the northeast corner of Old Dayton Valley Road and Como Road. The site is also within a short drive to the Sheriff's Dayton satellite office and Central Lyon County Fire Protection District Fire Station #35.

(e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

The 2010 Comprehensive Master Plan includes the land use designation of Commercial Mixed Use for the development site and the development site was recently rezoned from C-1 to SCMU (Suburban Commercial Mixed Use). The merger and resubdivision tentative map is in compliance with the SMCU zoning district as:

- o The project lot area is greater than 5,000 square feet net minimum;
- o The project area width is greater than 50 feet average width minimum;
- o The building frontage is greater than 50 feet or 70% of the frontage width minimum;
- o The application states that the setbacks for the single family residential development will conform to the NR-1 zoning district standards (front yard setbacks: 20 feet; rear yard setbacks: 10 feet; and side yard setbacks: 5 feet) and the commercial development will be required to comply with the minimum SCMU setbacks;
- o The project does not exceed 16 dwelling units per gross acre and one dwelling unit per 2,500 square feet of net lot area;
- o The project proposes a floor area ratio (69% residential:31% commercial) that complies with the SCMU minimum standards of between 30% and 70% of the total project floor area must be devoted to commercial uses and 30% to 70% of the project floor area devoted to residential uses;
- o The map indicates a maximum commercial floor area of 30,400 sq. ft. with a maximum residential floor area of 67,500 sq. ft. (45 X 1,500 sq. ft.) which with considering the 10.1 acres of total site (439,956 sq. ft.) area means a total floor area ratio ("FAR") of 0.22 for the project;
- o The commercial portion of the project will have to provide off-street parking per the Lyon County Code requirements as it will exceed 3,000 sq. ft. of gross floor area; and
- o Any outdoor lighting shall comply with the requirements of the Lyon County Code.

(f) General conformity with the governing body's master plan of streets and highways;

The project has frontage on Dayton Valley Road. As such the commercial portion of the project will be accessed directly off of Dayton Valley Road. The residential portion of the project will extend Sunset Way directly across the current intersection of Dayton Valley Road and Sunset Way to provide access to the proposed single family residences as well as the BLM property directly south of the project site.

(g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

As noted above, the project will extend Sunset Way across Dayton Valley Road and provide access to the BLM property south of the subject site. In addition, the project will add Granite Court and Orovada Court to provide access to the proposed 45 single family lots. The application materials notes that based on the Institute of Transportation Engineers ("ITE") Manual, the approximate traffic count for detached single family residential of the proposed type is 9.57 Average Daily Trips ("ADT") which would generate approximately 430 average daily trips for the residential portion of the project. Other than the two new accesses within the residential portion of the project, no new roads or highways are warranted due to the small size of the development proposed. However, the development of the commercial portion of the project site may require the generation of a traffic study depending upon the traffic counts at the time and warrants the proposed uses may generate at the time.

(h) Physical characteristics of the land such as floodplain, slope and soil;

The subject site is located in an area designated as X Unshaded by the current FEMA flood maps. The site is relatively flat with what appears to be a former irrigation ditch that has subsequently been abandoned. The applicant's representatives are reviewing the off-site drainage of the BLM parcel located south of the subject site and how to address the storm water flows that originate from the adjoining property and currently flow across the subject site. A conceptual drainage study was submitted with the tentative subdivision map application materials. Once the final drainage report is completed and submitted, Lyon County Utilities and the applicant's representatives will address how the off-site storm water flows are to be addressed. The remaining physical characteristics of the subject site (slopes and soils) do not preclude the development of the project.

(i) The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

To date, staff has received comments from Central Lyon County Fire Protection District, Southwest Gas, NV Energy, AT&T and Lyon County Utilities. All of the utility providers have indicated the project is in their service areas and that they can provide service to the subject site.

(j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands;

Central Lyon County Fire Protection District requested that:

- Fire hydrants be located no further than 500 feet from any structure. The Fire District will meet with the developer to locate fire hydrants on the final subdivision map;
- The south side of Sunset Way will need to be renamed;
- The public way between proposed Lots 18 and 19 and Lots 39 and 40 will be surfaced with either asphalt concrete or concrete in lieu of gravel to mitigate the growth and accumulation of flammable vegetation which presents a continued fire nuisance; and
- For the commercial portion of the project, a central location for the fire department connections ("FDCs") serving Buildings A through E and a fire hydrant no further than 50 feet from that location. Additional hydrants may need to be added depending upon the occupancy type of the building and if access is restricted.

(k) The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest."

The application materials include a completed affidavit form stating that the Michael C. Gilbert, Manager of Saginaw Manufacturing, Inc. will make provisions for the payment of taxes imposed by Chapter 375 of NRS and that the disclosure requirements of subsection 5 of NRS 598.0923, if applicable.

Street Name Request:

Title 11.07.14 advises that street names and suffixes shall be designated by the developer, subject to the approval of the Planning Commission and in accordance with the general policy. The applicant is requesting approval of the following street names in conjunction with the subdivision tentative map approval:

- Orovada Court
- Granite Court

Central Lyon County Fire Protection District is recommending that the south side of Sunset Way through the project be renamed. Staff has not received comments on the acceptability of the street names from the Lyon County Sheriff's Office Dispatch or Road Department. Staff recommends that the Planning Commission include a condition authorizing the Community Development Director to administratively process replacement street names, if necessary, based on the comments of the reviewing agencies.

Traffic and Road Improvements:

As a part of the Tentative Subdivision Map application materials, Lyon County Code Section 11.02.01 requires the inclusion of a Feasibility Report. As a part of the Feasibility Report, subsection 11.02.01(A)(16) requires the submittal of the following information regarding traffic impacts:

“16. Traffic Impacts: Identify all roads, streets and highways that will be affected by the development. Identify the effect of the proposed subdivision on existing public roads and streets and the need for new roads, streets or highways to serve the subdivision. Provide a traffic study prepared by a Nevada licensed traffic engineer if the subdivision will meet or exceed eighty (80) peak hour vehicle trips or five hundred (500) average daily vehicle trips.”

The applicant's representative has provided a letter stating that the traffic impacts associated with the proposed residential use is 9.57 ADTs (Average Daily Trips), and that the traffic impact would be approximately 430 average daily trips for the residential portion of the project. As noted above, the applicant would be required to submit a full traffic study from a professional traffic engineer licensed in the State of Nevada if the subdivision will meet or exceed eighty (80) peak hour trips or five hundred (500) average daily trips.

The applicant's representative letter does go on to state that when the commercial portion of the project is being developed, a traffic study may be required dependent on the impact of the commercial use on the existing traffic on Dayton Valley Road.

The Lyon County Road Superintendent had the following comments in regard to the proposed subdivision:

- Traffic generated by the proposed project will have limited impact on the adjacent streets and intersections;
- That all required signage, striping and traffic control improvements comply with Nevada Department of Transportation and Lyon County requirements; and
- That the existing traffic median located on the east side of the intersection of Dayton Valley Road/Sunset Way will need modification to allow west-bound traffic on Dayton Valley Road to make a left turn movement into the residential portion of the project.

Water and Sewer Service:

The application narrative states that water and sewer service will be provided by Lyon County Utilities. Accordingly the applicant will be required to connect to these public facilities.

Intent-to-serve letters from Lyon County Utilities have been received for the provision of domestic water and sewer services for this project.

Utilities:

Title 11 of the Lyon County Code (see 11.07.14 D (6)) requires the applicant to install underground utilities. The tentative map places all utilities within public utility easements (“PUE”) located within a 7.5-foot wide PUE along all road frontages and a 5-foot PUE along all other property lines for each lot and common areas where utilities will be located.

Drainage Improvements:

The applicant has submitted a Conceptual Drainage Study dated July 18, 2016 with the tentative subdivision map application materials. The conceptual drainage study was conducted to evaluate drainage impacts for the 7.27 acres comprising the residential portion of the Granite Pointe Subdivision. Another drainage study will be required for the commercial portion of the Granite Pointe Subdivision when development is proposed for that portion of the development. The applicant's representatives are reviewing the off-site drainage of the BLM parcel located south of the subject site as the BLM property currently drains across the subject site. The applicant's representatives will submit a final drainage study of the subject site that will address the storm water flows that originate from the adjoining property and currently flow across the subject site. The conceptual drainage study states that the proposed on-site drainage improvements will include curb and gutter, storm drain inlets, storm drain pipes and swales designed to handle 5-year design storm peak flows.

The runoff peak flows from less frequent storms (such as a 100-year event peak flows will be conveyed within the standard street right-of-way. The conceptual drainage study proposes a detention basin be constructed on the BLM property immediately south of the subject site to help reduce post-developed runoff peak flows to that of pre-development runoff peak flows. Once the final drainage report is completed and submitted, Lyon County Utilities and the applicant's representatives will address how the off-site storm water flows are to be addressed. The applicant must comply with Lyon County's adopted 1996 storm drainage guidelines to include the preparation of a final drainage report in accordance with the County's storm water standards for onsite retention/detention of storm water for the entire development that may occur from the addition of impervious surfaces. The report must address offsite flows, and how they will be routed through the site and discharged without additional impact to downstream properties. Drainage facilities, including off-site facilities and easements necessary to carry and process stormwater generated by the project, must be identified on the tentative map and included in subdivision improvement plans that are required to be submitted to and approved by the County Engineer prior to recording the final map.

Flood Hazard:

The project is located within an "X Unshaded" flood zone. The X Unshaded flood zone are areas determined to be located outside of the 500-year floodplain. This designation means the subject site is not subject the County floodplain management ordinance and will not require a flood hazard development permit.

Geotechnical Analysis:

A geotechnical investigation dated June 29, 2016 was included with the tentative subdivision map application. The investigation is required to address the suitability of the proposed development from a geotechnical perspective and any potential geologic hazards. The investigation states that in a geotechnical sense the site is well-suited to host the proposed residential subdivision and commercial developments.

Requirements for Granting Approval:

If a plan is granted tentative approval, with or without conditions, the County shall set forth, in the minute action, the time within which an application for the final approval of the plan must be filed or, in the case of a plan that provides for development over a period of years, the periods within which an application for final approval of each part thereof must be filed.

Staff Recommendation:

Staff recommends **approval** of this Merger & Resubdivision to a Division into Large Parcels Map with the recommended findings and the suggested conditions listed above in the staff report.

Alternative Findings and Motions:

The alternative motions suggested below are offered for Planning Commission consideration.

Alternative for Continuance:

If the Planning Commission determines that additional information, discussion and public review are necessary for a more thorough review of the proposed Merger & Resubdivision of Parcels 2 and 3 of the Bedford Properties parcel map, recorded as Document No. 189531 on January 24, 1996, the Planning Commission 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 Planning Commission may wish to consider a motion similar to the following:

The Planning Commission finds that:

- A. Additional information, discussion and public review are necessary for a more thorough review of the proposed Merger & Resubdivision to revert Parcels 2 and 3 of the Bedford Properties parcel map, recorded as Document No. 189531 to the Granite Pointe Tentative Subdivision Map.

Based on the above finding and with the applicant's concurrence, the Lyon County Planning Commission continues the request for the Merger and Resubdivision to a Tentative Subdivision Map for the Granite Pointe Subdivision in Dayton, as identified on Assessor's Parcel Map 016-271-022 and 016-271-023 (PLZ 16-0024), for ___ days.

Alternative for Denial:

If the Commission determines that the request for the Merger & Resubdivision to Parcels 2 and 3 of the Bedford Properties parcel map, recorded as Document No. 189531 on January 24, 1996 should be **denied**, the Commission must make findings supporting a denial. The Planning Commission may wish to consider a motion similar to the following:

The Lyon County Planning Commission finds that the requested Merger & Resubdivision to a Tentative Subdivision Map:

- A. is not consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. will be detrimental to the public health, safety, convenience and welfare;
- C. will result in material damage or prejudice to other property in the vicinity; and
- D. does not meet the function and intent of a final map of Division into Large Parcels

Based on the aforementioned findings, the Lyon County Planning Commission recommends denial of the request for the Merger and Resubdivision to a Tentative Subdivision Map for the Granite Pointe Subdivision in Dayton, as identified on Assessor's Parcel Map 016-271-022 and 016-271-023 (PLZ 16-0024).



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

September 13, 2016

Saginaw Manufacturing, LLC
Attn: Michael Gilbert
1398 Mad Cap Lane
Gardnerville, NV 89410

RE: **GRANITE POINTE SUBDIVISION / SAGINAW MANUFACTURING, LLC – MERGER AND RESUBDIVISION INTO A TENTATIVE SUBDIVISION MAP (for possible action)** – Request to combine two existing (2) parcels totaling 10.3 acres, into 45 residential lots and 1 commercial lot, through the Merger and Resubdivision into a Tentative Subdivision map, process; located at 269 Dayton Valley Road, Dayton, NV (APN 16-271-22 and 16-271-23) PLZ-16-0024

Dear Mr. Gilbert:

The Lyon County Planning Commission, at a duly noticed public hearing held on Tuesday, September 13, 2016, considered the above-referenced application.

By a unanimous vote of those members present, the Planning Commission **recommended approval** of your request for a Merger & Resubdivision into a Tentative Subdivision Map, based on the recommended findings, and subject to the following conditions:

1. Approval of the tentative map shall be conditional, subject to the following terms and conditions:
 - a. The improvements required by the terms of Title 11 of the Lyon County Code shall be inspected by the County as the work progresses. Such improvements shall not be started until the inspection fee, required as a prerequisite to the filing of the final map, has been paid.
 - b. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.
2. The applicant shall comply with all Federal, State, County and special purpose district regulations.
3. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Community Development Director prior to submitting the final subdivision map for recordation.
4. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Community Development Department prior to final subdivision map recordation.
5. The applicant shall comply with Lyon County improvement requirements as set forth in Chapter 11.07 of the Lyon County Code including, but not limited to:
 - a. The applicant shall comply with the road improvement standards set forth in Chapter 11.07.01 and 11.07.14 as they relate to on and off-site access, street grading, street alignment, surfacing and width in an NR-1 zoning district for access to the proposed parcels.

6. The applicant shall construct all internal roads and off-site roads necessary to provide legal and physical access according to the County road standards established for the NR-1 zoning district and in accordance with the following:
 - a. Horizontal and vertical street alignments must be designed in accordance with "A Policy on Geometric Design of Highways and Streets", latest addition, published by the American Association of State Highway Transportation Officials. Local streets serving less than 75 lots must be posted with the appropriate speed limit signs. The minimum slope on asphalt paving shall be 2-percent.
 - b. Street lighting shall be installed to County standards.
 - c. Road and traffic signage shall be installed to County standards.
 - d. The existing traffic median located on the east side of the intersection of Dayton Valley Road/Sunset Way will be modified to allow west-bound traffic on Dayton Valley Road to make a left turn movement into the residential portion of the project.
7. The applicant shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County **rejects the offer of dedication at this time and** will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.
8. Another traffic study is required to be submitted when the 2.83-acre commercial parcel of the Granite Pointe Subdivision is proposed to be developed.
9. The applicant shall provide the proposed Covenants, Conditions and Restrictions ("CC&Rs"), agreements, easements and other legal instruments containing sufficient detail to constitute enforceable provisions necessary for easements and maintenance for all drainage easements and facilities, landscaping, building location restrictions and/or envelopes, pedestrian/bicycle access to the commercial parcel and public land to the south and other provisions necessary for the subdivision as approved, for review by the Community Development Director and District Attorney's Office.
10. The developer shall obtain all necessary approvals and encroachment permits, and coordinate and comply with any requirements placed on this subdivision by the Lyon County Road Department.
11. A detailed final geotechnical report must be submitted with the final subdivision map application that includes roadway structural sections. The minimum thickness of asphalt concrete pavement shall be 4-inches in accordance with the Lyon County Standard Roadway Sections, Drawing L-1 (dated 6/12). Roadway sections must be based on R-values taken at subgrade level. Prior to aggregate base being placed for roadways, R-value testing must be done at subgrade to verify that the subgrade soils have the structural section design minimum R-value. The minimum number of R-value tests shall be one test per 1000 feet of street and must be evenly distributed throughout the site or as approved by the Lyon County Road Superintendent. A note to this effect must be placed prominently on the plans. Structural section calculations must be submitted with the final subdivision map application that show the proposed structural section is adequate.
12. The applicant shall comply with Lyon County's 1996 drainage guidelines (as revised 2006). The applicant shall demonstrate that the proposed drainage facilities will comply with the Lyon County Drainage Requirements to the satisfaction of the County Engineer and Utilities Department Director prior to recordation of the final subdivision map. Major drainage facilities shall be constructed in the first phase of development and each phase of building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases of development.
13. The applicant shall provide documentation that easements have been recorded to permit discharge of project generated stormwater to all off-site properties receiving stormwater discharges prior to recordation of a final subdivision map.

14. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary to protect source water from potential stormwater contamination have been designed and will be installed prior to approval of a final subdivision map for this project.
15. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge to the Carson River have been designed and installed prior to approval of a final subdivision map for this project.
16. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map for this project.
17. Another drainage study will be required for the commercial parcel of the subdivision when development is proposed for that portion of the Granite Pointe Subdivision.
18. The developer, homeowners' association or suitable maintenance entity shall be responsible for maintenance of the two public pedestrian access areas. The two public pedestrian access areas shall be improved with base materials and Portland Concrete to mitigate the growth and accumulation of flammable vegetation which would present a continued fire nuisance. A storm drainage utility easement is required if either or both of the public pedestrian accesses contain storm drainage conveyance facilities.
19. The applicant shall complete any and all required development improvements and facilities to the satisfaction of the Community Development Director, County Engineer, Road Director, Utilities Director, Building Official, Central Lyon County Fire Protection District or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to recordation of a final subdivision map for this project. There may be temporary restrictions to obtaining building permits even with an acceptable security instrument depending on the County's approval of the various systems. All facility construction shall be completed and inspected to the Building Official's satisfaction prior to the issuance of a Certificate of Occupancy will be allowed in any single family residence for this project.
20. The applicant shall comply with all applicable building and fire code requirements.
 - a. No building permits shall be accepted for processing until a final subdivision map has been approved and recorded.
 - b. Building permits shall be issued in compliance with Title 10 and 11 of the Lyon County Code.
21. The applicant shall comply with County requirements, in accordance with Chapter 11.07.14(F) of the Lyon County Code, mandating that a grading permit(s) be obtained for any site development work prior to any disturbance occurring on the subject site.
22. Structures placed on the residential lots shall adhere to the County's site and setback standards for the NR-1 zoning district (Front: 20 feet; Side: 5 feet; Rear: 10 feet; and a minimum of 10 feet between structures on the same lot). Structures on the commercial parcel shall comply with the SCMU zoning district setbacks.
23. The applicant shall provide written evidence demonstrating that the proposed parcels are able to be served by municipal water and sewer systems prior to recordation of a final subdivision map for this project.
24. The water system must meet the requirements of the Lyon County Utilities Department and Central Lyon County Fire Protection District and be constructed in accordance with the following:
 - a. The location of fire hydrants shall be determined by the Central Lyon County Fire Protection District.
 - b. A minimum required fire flow is required for each fire hydrant as directed by the Central Lyon County Fire Protection District.

25. The developer will install a pillar post and wood fencing treatment, similar to that installed by the subdivisions located to the north of subject property, along that portion of Dayton Valley Road abutting this development. The individual homeowners will be responsible for maintenance of the portion of the fence situate on their property(s), that front onto Dayton Valley Road.
26. The developer shall remove the southern access connection of Sunset Way that accesses the BLM property to the south, and establish a Right-In/Right-Out access to Dayton Valley Road, to the satisfaction of the Lyon County Road Director and Community Development Director. Up to 45 lots would still be allowed with this conditioned access adjustment.
27. Prior to any combustible materials being brought on site the following shall occur:
 - a. All required fire hydrants are to be installed and fully operating.
 - b. Street name signage shall be installed.
28. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
29. Should any requested street name(s) be denied, the Community Development Director is authorized to administratively process a request for a replacement street name(s), obtain review and comment from the fire district with jurisdiction, Road Department and any other appropriate agency, and approve a revised street name(s) without the requirement of a public hearing before the Planning Commission.
30. The 10-inch water line that crosses through the western portion of the commercial parcel shall be identified and an access/maintenance easement granted for the water line to the approval of the Utilities Department prior to approval of a final subdivision map for the project.
31. No lot shall be offered for sale or sold until the final subdivision map has been approved and recorded.
32. The applicant will maintain the property until the development is complete. This maintenance will include the semi-annual mowing of all weeds within the development boundaries and the removal of noxious weeds when they are identified.
33. The applicant shall obtain any required air quality permit(s) from the Nevada Division of Environmental Protection (NDEP) and apply appropriate dust abatement processes as part of the development construction.
34. The applicant shall post and maintain a rules and regulations sign at the entryways to the property until it is fully developed. The signs shall be intended for the subcontractors performing work and shall include: 1) no loud music 2) no alcohol or drugs 3) dispose of personal trash and site debris 4) clean up any mud and or dirt that is deposited from the construction parcels onto the streets 5) no burning of construction or other debris on the property.
35. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Community Development Department.
36. All property taxes must be paid in full through the end of the fiscal year (June 30) and any applicable agricultural deferred taxes shall be paid in full prior to recordation of any final map.
37. The applicant shall comply with the final subdivision map requirements as prescribed by NRS 278 and Title 11 of the Lyon County Code.
38. Required recording fees to be paid at time of recording map.
39. A phasing plan must be submitted prior to the recordation of the first final map if the development is to be phased.
40. All appropriate fees and actual costs for map reviews and field inspections must be paid prior to map recordation in accordance with the adopted County fee resolution in effect at the time.

41. Approval of the tentative map shall not constitute acceptance of the final map. Approval of the tentative map shall lapse unless a final map based thereon is presented to the Board of Commissioners within four (4) years from the date of such approval, unless a provision for an extension of time has been granted. The Board of County Commissioners, with the recommendation of the Community Development Department, may grant to the developer a single extension of not more than two (2) years within which to record a final map after receiving approval of the tentative map.
42. The applicant shall provide the final subdivision map to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) 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 on October 6, 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

Dayton Regional Advisory Board, Attn: Jon Fabel, 725 Clydesdale Rd., Dayton, NV 89403
R.O. Anderson Engineering, Inc., Attn: Matt Bernard, 1603 Esmeralda Ave., Minden, NV 89423



Kerry Page <kpage@lyon-county.org>

Dayton Advisory Board Actions 9/7/2016

1 message

Jon W. Fabel <jonfabel@att.net>
To: Kerry Page <kpage@lyon-county.org>

Fri, Sep 9, 2016 at 11:30 AM

Kerry,

At our 9/7 meeting we voted 4-0 to recommend the following items to the Planning Commission: **1. GOLDEN SIERRA INVESTMENTS, LLC SUP, 2. UNION HOTEL / HASBROUCK, GLENN – SPECIAL USE PERMIT, and the 3. GRANITE POINTE SUBDIVISION / SAGINAW MANUFACTURING, LLC – MERGER AND RESUBDIVISION INTO A TENTATIVE SUBDIVISION MAP.**

We also had approximately 10-12 individuals at our meeting to voice their concerns about a mine operation off of Como Rd. in Dayton. Their concerns focused on the noise and dust being created at the mine particularly at night. They have made their concerns known to the company (Granite?) and the county for the past year without any response or remediation. At this point they are very frustrated and feel their concerns are being ignored by the company and the county. Rob Pyzel was at our meeting and heard their concerns but at this point these folks are hoping for some follow-up and relief.

Thanks, Jon

Jon W. Fabel
Chair, Dayton Regional Citizen Advisory Board
jonfabel@att.net
585-797-3305



LYON COUNTY UTILITIES DEPARTMENT

34 Lakes Blvd. Suite 103
P.O. Box 1699
Dayton, Nevada 89403

Phone: (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

This Institution is an Equal Opportunity Provider and Employer.

July 11, 2016

Department of Conservation and Natural Resources
Water Resources Division
901 S. Stewart Street, Suite 4001
Carson City, NV 89701

RE: Intent to Serve - Water
Granite Pointe Subdivision - APNs #016-271-22 & 016-271-33
Proposed 45 Single Family Residential Units & 5 Commercial Buildings

Ladies and Gentlemen:

This is to advise that it is our intent to serve water to the Granite Pointe Subdivision with 45 single family residences and 5 commercial buildings located on APNs # 016-271-22 & 016-271-33 in the Dayton Valley Road area.

The following conditions apply to this Intent to Serve:

- 1) Water rights must to be obtained and deeded in good standing to Lyon County by Developer and turned over to Lyon County Utilities to serve said property development and open areas.
- 2) Any needed on or offsite water system improvements are to be built by the developer, approved by Lyon County and the State and upon Lyon County inspection and acceptance, must be turned over to Lyon County Utilities.
- 3) Lyon County Utilities must be supplied with a legal description of the proposed subdivision.
- 4) Acceptance by and expansion of Lyon County Utilities water system appurtenant to this property will be done at the developer's expense.
- 5) Expansion of the Lyon County Utilities service area (if required) will be done at the developer's expense including, but not limited to, engineering, consulting and legal fees.

Prior to connecting to the Lyon County Utility Department water system, the developer must contact our office for an Application for Acceptance to the Lyon County Utilities Water System and payment of all associated fees, or this intent to serve is void. The fees are due upon application for a building permit along with the completion of a utility encroachment permit.

This letter will be in effect for one year from date of issue. A development agreement may be required and is to be signed by the developer and Lyon County Utilities prior to a will serve being issued. If the development agreement requirements are not fulfilled, this intent to serve is null and void.

A utility permit must be completed by the developer and approved by Lyon County Utilities prior to the start of construction. It is understood that the developer will pay for water meters, water meter sets and pay \$250 (or current costs) per meter pit to Lyon County Utilities to cover the costs of radio read technology before a Will Serve will be issued.

As-built plans in both hard copy and in an electronic form compatible with the County's GIS system must be submitted to Lyon County Utilities by the developer upon completion of the project.

Should there be any questions concerning this intent to serve, please contact me at your convenience.

Sincerely,



Mike Workman
Utilities Department Director

cc: Nevada Div. Of Environmental Protection
Dept. Of Human Resources - Health Division
Lyon County Community Development Department
Lyon County Building Department
Lyon County Commission
RO Anderson Engineering, Tammy Kinsley
Saginaw Manufacturing LLC
File (2)



LYON COUNTY UTILITIES DEPARTMENT

34 Lakes Blvd. Suite 103
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Phone: (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

This Institution is an Equal Opportunity Provider and Employer.

July 11, 2016

Department of Human Resources
Health Division
901 S. Stewart Street, Suite 4001
Carson City, NV 89701

RE: Intent to Serve - Sewer
Granite Pointe Subdivision - APNs #016-271-22 & 016-271-33
Proposed 45 Single Family Residential Units & 5 Commercial Buildings

Ladies and Gentlemen:

This is to advise that it is our intent to serve sewer to the Granite Pointe Subdivision, with 45 single family residences and 5 commercial buildings located on APNs # 016-271-22 & 016-271-33 in the Dayton Valley Road area.

The following conditions apply to this intent to serve:

- 1) Any needed on or offsite sewer system improvements are to be built by the developer, approved by Lyon County and the State and upon Lyon County inspection and acceptance, must be turned over to Lyon County Utilities.
- 2) Lyon County Utilities will be supplied with a legal description of the proposed subdivision.
- 3) Acceptance by and expansion of Lyon County Utilities sewer system appurtenant to this property will be done at the developer's expense including engineering, consulting and legal fees.
- 4) Expansion of the Lyon County Utilities service area (if required) will be done at the developer's expense including, but not limited to, engineering, consulting and legal fees.

Prior to connecting to the Lyon County Utility Department sewer system, the developer must contact our office for an Application for Acceptance to the Lyon County Utilities Sewer System and payment of all associated fees, or this intent to serve is void. The fees are due upon application for a building permit along with the completion of a utility encroachment permit.

This letter will be in effect for one year from date of issue. A development agreement may be required and is to be signed by the developer and Lyon County Utilities prior to a will serve being issued. If the development agreement requirements are not fulfilled, this intent to serve is null and void.

A utility permit must be completed by the developer and approved by Lyon County Utilities prior to the start of construction.

As-built plans in both hard copy and in an electronic form compatible with the County's GIS system must be submitted to Lyon County Utilities by the developer upon completion of the project.

Should there be any questions concerning this intent to serve, please contact me at your convenience.

Sincerely,



Mike Workman
Utilities Department Director

cc: Nevada Div. Of Environmental Protection
Dept. Of Conservation and Natural Resources
- Water Resources Division
Lyon County Community Development Department
Lyon County Building Department
Lyon County Commission
RO Anderson Engineering, Tammy Kinsley
Saginaw Manufacturing LLC
File(2)



Kerry Page <kpage@lyon-county.org>

RE: Granite Pointe Tentative Map Condition re Dayton Valley Road Block Wall

3 messages

Matt P. Bernard <mbernard@roanderson.com> Thu, Sep 8, 2016 at 11:00 AM
To: Rob Pyzel <rpyzel@lyon-county.org>, Tammy Kinsley <tkinsley@roanderson.com>
Cc: Dave Snelgrove <dsnelgrove@farwestengineering.com>, Kerry Page <kpage@lyon-county.org>

Hi Rob,

Tammy did mention that came up last night. We do remember those discussions and do expect to build the required wall. The prospective home builders would prefer to not have a homeowners association if at all possible. Is there any other mechanism that would allow for the maintenance of the wall and the walking paths ?

Thanks, Matt

Matt Bernard, P.L.S.

Director of Surveying

direct line 775.215.5023
mbernard@roanderson.com
www.ROAnderson.com



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1603 Esmeralda Avenue
Minden, NV 89423
p 775.782.2322
f 775.782.7084

NEVADA
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Reno, NV 89511
p 775.782.2322
f 775.782.7084

CALIFORNIA
3079 Harrison Ave. Suite 2
South Lake Tahoe, CA 96150
p 530.600.1660
f 775.782.7084

From: Rob Pyzel [mailto:rpyzel@lyon-county.org]
Sent: Thursday, September 08, 2016 10:48 AM
To: Tammy Kinsley; Matt P. Bernard
Cc: Dave Snelgrove; Kerry Page
Subject: Granite Pointe Tentative Map Condition re Dayton Valley Road Block Wall

Tammy & Matt;

As Tammy and I remembered at the same time during the last evening's Dayton Regional Citizens Advisory Board meeting, I had neglected to include as a Condition of Approval the requirement to the effect that the developer shall construct a concrete block wall treated with an anti-graffiti coating between the rear property line of the residential lots adjacent to the Dayton Valley Road right-of-way. The maintenance of the block wall shall reside with the homeowners of the Granite Pointe Subdivision.

We had discussed the block wall in the round table meeting regarding the tentative map, but I had neglected to add it to the Planning Commission's staff report. I will recommend that the Planning Commission add this requirement as an additional Condition of Approval in my presentation at the September 13th Planning Commission meeting. I apologize for the omission in the Planning Commission staff report.

Thank you,

Rob Pyzel, Planner

Lyon County Planning Department

(775) 246-6135; X-2473

rpyzel@lyon-county.org

Rob Pyzel <rpyzel@lyon-county.org>

Mon, Sep 12, 2016 at 9:07 AM

To: "Matt P. Bernard" <mbernard@roanderson.com>

Cc: Tammy Kinsley <tkinsley@roanderson.com>, Dave Snelgrove <dsnelgrove@farwestengineering.com>, Kerry Page <kpage@lyon-county.org>

Matt;

The Utilities Director and I have discussed your question in regard to the forming of a homeowners association to maintain the block wall along Dayton Valley Road and the pedestrian/bicycle access located adjacent to Lots 18 & 19 and Lots 39 & 40. We have been unable to arrive at an acceptable alternative for the County other than the formation of a homeowners association. There is no appetite on the County's part to form a landscape maintenance association and the County has neither the desire, financial means or staff to maintain the facilities that would primarily benefit the owners of the residences located within the proposed subdivision while providing somewhat of a benefit the adjoining properties.

On the plus side, in our discussions, the Utilities Director mentioned that the residential developments located to the north of the proposed subdivision have erected wooden fences (pillar posts with a rock facade and wood fencing between the pillar posts similar to what is in place on Dayton Valley Road between Pebble Drive and Quilici Road). A concrete block wall would not be fit with the surrounding subdivisions' street treatments. In light of that conversation, staff will in our public presentation to the Planning Commission recommend an additional Condition of Approval that the developer install a pillar post and wood fencing treatment similar to that installed by the subdivisions located on the north side of Dayton Valley Road and that the individual homeowners are to maintain the fences fronting on Dayton Valley Road. This will leave no doubt of the maintenance responsibility for the fencing.

However, a homeowners association would still be responsible for the maintenance of the pedestrian/bicycle accesses between Lots 18 & 19 and Lots 39 & 40.

The Utilities Director and the Road Superintendent are also recommending that the extension of Sunset Way through the proposed subdivision be blocked off to prevent people from driving through the

subdivision and across the BLM parcel to gain access to the elementary, middle and high schools on Old Dayton Valley Road. Thus staff will recommend a second additional Condition of Approval to the Planning Commission requiring the developer to install metal guard railing on the south end of Sunset (where it enters Lyon County property) to prevent motorized vehicle travel. A 3' pedestrian access opening shall be provided on one side of the guard rail.

Thanks,

Rob Pyzel, Planner
Lyon County Planning Department
(775) 246-6135; X-2473
rpyzel@lyon-county.org

[Quoted text hidden]

Matt P. Bernard <mbernard@roanderson.com> Tue, Sep 13, 2016 at 6:36 AM
To: Rob Pyzel <rpyzel@lyon-county.org>
Cc: Tammy Kinsley <tkinsley@roanderson.com>, Dave Snelgrove <dsnelgrove@farrwestengineering.com>, Kerry Page <kpage@lyon-county.org>

Hi Rob,
That all sounds fair. Thanks for taking time to work this through with staff. I will see you at the meeting this morning.

Matt

Sent from my iPhone

On Sep 12, 2016, at 9:08 AM, Rob Pyzel <rpyzel@lyon-county.org> wrote:

Matt;

The Utilities Director and I have discussed your question in regard to the forming of a homeowners association to maintain the block wall along Dayton Valley Road and the pedestrian/bicycle access located adjacent to Lots 18 & 19 and Lots 39 & 40. We have been unable to arrive at an acceptable alternative for the County other than the formation of a homeowners association. There is no appetite on the County's part to form a landscape maintenance association and the County has neither the desire, financial means or staff to maintain the facilities that would primarily benefit the owners of the residences located within the proposed subdivision while providing somewhat of a benefit the adjoining properties.

On the plus side, in our discussions, the Utilities Director mentioned that the residential developments located to the north of the proposed subdivision have erected wooden fences (pillar posts with a rock facade and wood fencing between the pillar posts similar to what is in place on Dayton Valley Road between Pebble Drive and Quilici Road). A concrete block wall would not be fit with the surrounding subdivisions' street treatments. In light of that conversation, staff will in our public presentation to the Planning Commission recommend an additional Condition of Approval that the developer install a pillar post and wood fencing treatment similar to that installed by the subdivisions located on the north side of Dayton Valley Road and that the individual homeowners are to maintain the fences fronting on Dayton Valley Road. This will leave no doubt of the maintenance responsibility for the fencing.

However, a homeowners association would still be responsible for the maintenance of the pedestrian/bicycle accesses between Lots 18 & 19 and Lots 39 & 40.

The Utilities Director and the Road Superintendent are also recommending that the extension of Sunset Way through the proposed subdivision be blocked off to prevent people from

driving through the subdivision and across the BLM parcel to gain access to the elementary, middle and high schools on Old Dayton Valley Road. Thus staff will recommend a second additional Condition of Approval to the Planning Commission requiring the developer to install metal guard railing on the south end of Sunset (where it enters Lyon County property) to prevent motorized vehicle travel. A 3' pedestrian access opening shall be provided on one side of the guard rail.

Thanks,

Rob Pyzel, Planner
Lyon County Planning Department
(775) 246-6135; X-2473
rpyzel@lyon-county.org

On Thu, Sep 8, 2016 at 11:00 AM, Matt P. Bernard <mbernard@roanderson.com> wrote:

Hi Rob,

Tammy did mention that came up last night. We do remember those discussions and do expect to build the required wall. The prospective home builders would prefer to not have a homeowners association if at all possible. Is there any other mechanism that would allow for the maintenance of the wall and the walking paths ?

Thanks, Matt

Matt Bernard, P.L.S.

Director of Surveying

direct line 775.215.5023
mbernard@roanderson.com

www.ROAnderson.com

<image003.jpg>

NEVADA
1603 Esmeralda Avenue
Minden, NV 89423
p 775.782.2322
f 775.782.7084

NEVADA
140 W. Huffaker Lane, Suite 507
Reno, NV 89511
p 775.782.2322
f 775.782.7084

CALIFORNIA
3079 Harrison Ave. Suite 2
South Lake Tahoe, CA 96150
p 530.600.1660
f 775.782.7084

[Quoted text hidden]

R O Anderson image003.jpg
3K



July 18, 2016

Mr. Rob Pyzel, Planner
Lyon County Community Development
Planning Division

27 South Main Street
Yerington, Nevada
89447

34 Lakes Blvd
Dayton, Nevada
89403

**Detailed Description/Narrative and Justification
Granite Pointe Subdivision – A Tentative Subdivision Map
269 Dayton Valley Road. Dayton, NV 89403
APN's: 016-271-22 and 016-271-23**

Dear Rob:

Please consider this letter our Detailed Description/Narrative and Justification, on behalf of the owner, SAGINAW MANUFACTURING, LLC – Mr. Michael Gilbert for the submittal of a Tentative Subdivision Map. The project site is located at 269 Dayton Valley Road, in the Dayton community. The project consists of two parcels, APN's 016-271-22 and 016-271-23 that total 10.10 acres. Both parcels have a zoning designation of Commercial Mixed Use-Suburban and a Land Use category of Commercial – Mixed Use. The flood zone designation, per FEMA is X-Unshaded as indicated on the FIRM 32019C0452E dated January 16, 2009.

Detailed Description/Narrative

Background:

On January 7, 2016 the Lyon County Board of Commissioners approved the request of a zone change on the two parcels, changing the zoning designation from C-1, Limited Commercial, to CMU-S (Commercial Mixed Use-Suburban). Since the creation of the two parcels, (Bedford Properties Parcel Map of January 24th, 1996) the parcels have remained undeveloped commercial parcels. The owner requested the zone change in order to better utilize the parcels and to promote development of the parcels that would be more commensurate with the character and existing land uses within the immediate surrounding area.

On May 18, 2016 the applicant's representatives, Matt Bernard, P.L.S. and Tammy Kinsley, Associate Planner, of R.O. Anderson Engineering, Inc. attended a Round-Table meeting with Lyon County Division representatives to discuss the proposed subdivision map within the CMU-S zoning district. The discussion addressed the required ratios per the Lyon County Code, Title 10 for this type of use being 30% Commercial and 70% Residential or 70% Commercial and 30% Residential. The conceptual map with the percentages shown as 30% Commercial and 70% Residential, were acceptable per Rob Pyzel, Planner for Lyon County. Central Lyon County Fire representative, Jennifer Cleppe, stated that the roads were acceptable as proposed with the 50' width and the length of the cul-de-sacs were okay as long as they review and

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- Reno, Nevada
- South Lake Tahoe, California

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approve the locations of future fire hydrants within the subdivision, and that there was an existing fire hydrant at the parcel along Dayton Valley Road. Misty Mann, with Lyon County Utilities provided the amount of water rights that would be required to be dedicated for the residential development and the commercial development. Sean Sinclair, also from Lyon County Utilities stated that there may be an existing waterline on the parcel that may have been abandoned, but that the structure may still be there and that there is an existing storm drainage ditch along the rear (south) length of the parcel to a pond off-site. Also Sean stated that water and sewer stubs exist along Dayton Valley Road. Also in regards to the 50-foot width of road proposed, both Sean and Doug Homan, Road Director stated that the road should be built to the Lyon County standard of 50-foot minimum, 20-foot of road only not including curb, gutter, and sidewalk. Building Division representative, Gene Stewart, suggested that a sound wall should be constructed along Dayton Valley Road. Jeff Page, County Manager, stated that when the Zone Change for the parcel came forward to the Board of Commissioners, this was the type of use they envisioned seeing for this zoning designation and for this area of Dayton.

On July 5, 2016 the applicant's representatives, Matt Bernard, P.L.S. and Tammy Kinsley, Associate Planner, of R.O. Anderson Engineering, Inc. submitted a Pre-Application Conference Application with a fee of \$500 to Lyon County Planner, Rob Pyzel, for County review of the proposed Tentative Subdivision Map.

Narrative:

The owner is requesting a Tentative Subdivision map, known as Granite Pointe Subdivision that will consist of 45 residential parcels with a minimum parcel size of 5,000 square feet each, that will follow the NR-1 setback requirements of Front = 20 feet, Rear = 10 feet and Side = 5 feet for the single-family residential dwelling unit. The residential portion of the project totals 5.40 acres. In addition the tentative subdivision map will create a 2.53 acre commercial parcel for future commercial development. The roads in the subdivision will be public and will therefore be designed to Lyon County standards. The proposed residential parcels will be accessed from Dayton Valley Road at Sunset Way with further access as designed from two new courts, Granite Court and Orovada Court. The approximate acreage set aside for the public roadways is approximately 1.87 acres. Regarding any traffic impacts as per the ITE Manual the approximate traffic count for the residential use is 9.57 ADT's, therefore the traffic impact is approximately 430 average daily trips for the residential portion of the subdivision.

This project site is conveniently located to the Senior Center, Library, the Dayton Valley Elementary, Intermediate School and the Dayton Valley High school. There is a Park facility within walking distance and a small commercial center to the west of the project site. Therefore the project will have two pedestrian access easements, one at the southeast corner of the project site, for access to the adjacent Senior Center, Library and public schools and one on the west side of the project site to provide pedestrian access to the future commercial element of the proposed subdivision as well as the community park facility and commercial/shopping uses along Dayton Valley Road to the west.

The property owner has the required 20.87 acre feet of water rights to develop the proposed residential portion of the project. Water and sewer service are under the jurisdiction of Lyon County Utilities, Electrical service would be provided by NV Energy and Gas service would be provided by Southwest Gas Company. Will Serve letters from each entity have been provided with this Tentative Subdivision Map Application. The project site is within the Central Lyon

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County Fire Protection District. There currently exists a fire hydrant on Dayton Valley Road, but future hydrants will be placed per the Districts direction.

The overall topography of the 10.10 acre site is relatively flat and is well suited for this type of proposed development. There is an existing natural drainage cut along the southern boundary of the parcel along the length of the parcel, which historically has not had water in it. Per Mike Workman of Lyon County Utilities, this is possibly the remnants of the old Randall irrigation ditch that provided water from the Carson River, west of the project site to the Herrmann Ranch that was located east of the project site. At this time our intent is to fill the ditch and design a mechanism to capture and manage onsite flows from development of this parcel. A drainage report identifying the proposed stormwater management for the project site is included with this Tentative Subdivision Map application along with the proposed grading plan and soils report.

The community surrounding the project site is developed with mixed land uses. To the north, across Dayton Valley Road is the residential subdivision River Village, which is comprised of single-family homes. To the east, further down Dayton Valley Road, is a mixture of multi-family residential units, a church and a convenience store with gas station. To the southeast are the Senior Center, Library, public schools and Community Park, BLM land and to the west along Dayton Valley Road is a commercial center with offices, public storage facilities, a restaurant, a gym and a bank. The proposed tentative subdivision map with 45 residential units and a future 2.53 acre commercial site would work well and cohesively within this area of Dayton, as it will provide the opportunity to develop a project site that has been vacant and undeveloped for a period of time and provide an opportunity to develop a mixed use project, utilizing both residential and commercial uses that could provide an opportunity for a more walkable community that is located within and surrounded by existing residential and neighborhood uses along Dayton Valley Road, Old Como Road and Breakwater Drive.

Justification

Findings for a Tentative Subdivision Map are as per NRS 278.349.3 (a) – (k). Action on tentative map by governing body; considerations in determining action on tentative map; final disposition.

3. The governing body, or planning commission if it is authorized to take final action on a tentative map, shall consider:
 - (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

Comment: *The project site will be served by Lyon County Utilities for sewer and water. Solid waste service will be provided by Capital Sanitation.*

- (b) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

Comment: *The property owner has 22-acre feet of water rights that are sufficient water rights in place for the development of the 45 residential lots which require 20.87-acre feet of water rights.*

- (c) The availability and accessibility of utilities;

Comment: *The project site will be served by NV Energy for electrical service, Southwest Gas for gas service, and Telecommunication services are provided by AT&T. Will Serve letters from each entity are provided with this Tentative Subdivision Map application.*

- (d) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

Comment: *The site is conveniently located to the Senior Center, a Library, the Dayton Valley High School, Intermediate and Elementary schools. Within walking distance is a community park along the westerly side of Dayton Valley Road. Police, Fire and Emergency services are located within a mile of the site.*

- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

Comment: *The project site has a zoning designation of Commercial Mixed Use – Suburban which allows for a mixed use development of commercial and residential, meeting the required ratio of 30%/70%. The propose Tentative Subdivision Map is providing a 69% ratio for the residential portion and a 31% ratio for the commercial portion of the site. Therefore the tentative map as proposed meets the zoning designation requirements. The Land Use designation for the project site is Mixed Use Commercial. The tentative map is providing a mixed use of residential and commercial.*

- (f) General conformity with the governing body's master plan of streets and highways;

Comment: *The project site fronts on Dayton Valley Road. The intent of the map is to utilize the existing public road Sunset Way, to provide access into the residential portion of the subdivision and then construct the public roads to Lyon County design Standards for the proposed Granite Court and Orovada Court. A left turn lane from the east flow of traffic along Dayton Valley Road will be required for turning into the subdivision from traffic heading west along Dayton Valley Road.*

- (g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

Comment: *The project site fronts on Dayton Valley Road at the north property line. The intent of the map is to utilize the existing public road Sunset Way, to provide access into the residential portion of the subdivision and then construct the public roads to Lyon County design Standards for the proposed Granite Court and Orovada Court. If approved a turn lane from Dayton Valley Road (heading west), turning left on to Sunset Way would be required to be constructed.*

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- (h) Physical characteristics of the land such as floodplain, slope and soil;

Comment: *The overall topography of the 10.10 acre site is relatively flat and is well suited for this type of proposed development. The flood zone designation, per FEMA is X-Unshaded as indicated on the FIRM 32019C0452E dated January 16, 2009. A grading plan and soils report are included with this tentative subdivision map application.*

- (i) The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

Comment: *The application understands that:*

1. *The Division or local agency shall review and either approve or disapprove the final map and related plans or the plan for improvements submitted in accordance with subsection 2 of NAC 278.290 within 30 days after receipt of the map and related plans or the plan for improvements.*
2. *The Division or local agency shall give written notice of its approval or disapproval to the developer. If the Division or local agency disapproves the map or related plans or the plan for improvements, its notice must include the reasons for its action.*
3. *If the developer fails to record an approved final map within the time allowed by NRS 278.360, the developer must resubmit a tentative map through the governing body to the Division or local agency for its review and approval.*

1. *In any county whose population is less than 100,000, when any subdivider proposes to subdivide land which is located outside the boundaries of any irrigation district organized pursuant to chapter 539 of NRS on which an irrigation ditch is located, the planning commission or its designated representative, or if there is no planning commission, the clerk or other designated representative of the governing body, shall forward a copy of the subdivider's tentative map, by certified or registered mail, to the last known address of the owner of record of any land to which the irrigation ditch is appurtenant that is on file in the office of the county assessor pursuant to this section. An owner of record who receives a copy of a subdivider's tentative map shall, within 30 days after receiving the map, review and comment in writing upon the map to the planning commission or governing body. The planning commission or governing body shall take those comments into consideration before approving the tentative map.*

2. *A subdivider whose tentative map is provided to an owner of record pursuant to this section is responsible for any costs incurred by the planning commission or its designated representative, or by the clerk or other designated representative of the governing body, in identifying the owner of record and providing a copy of the tentative map to the owner of record. (Added to NRS by 2003, 974)*

- (j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and

Comment: *The project site is within the Central Lyon County Fire Protection District. There currently exists a fire hydrant on Dayton Valley Road, with future hydrants to be placed per the Districts direction.*

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- (k) The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.

Comment: An affidavit stating that the subdivider will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923 is provided with this formal Tentative Subdivision Map application.

Thank you for your consideration regarding this project.

Sincerely,

R.O. ANDERSON ENGINEERING, INC.



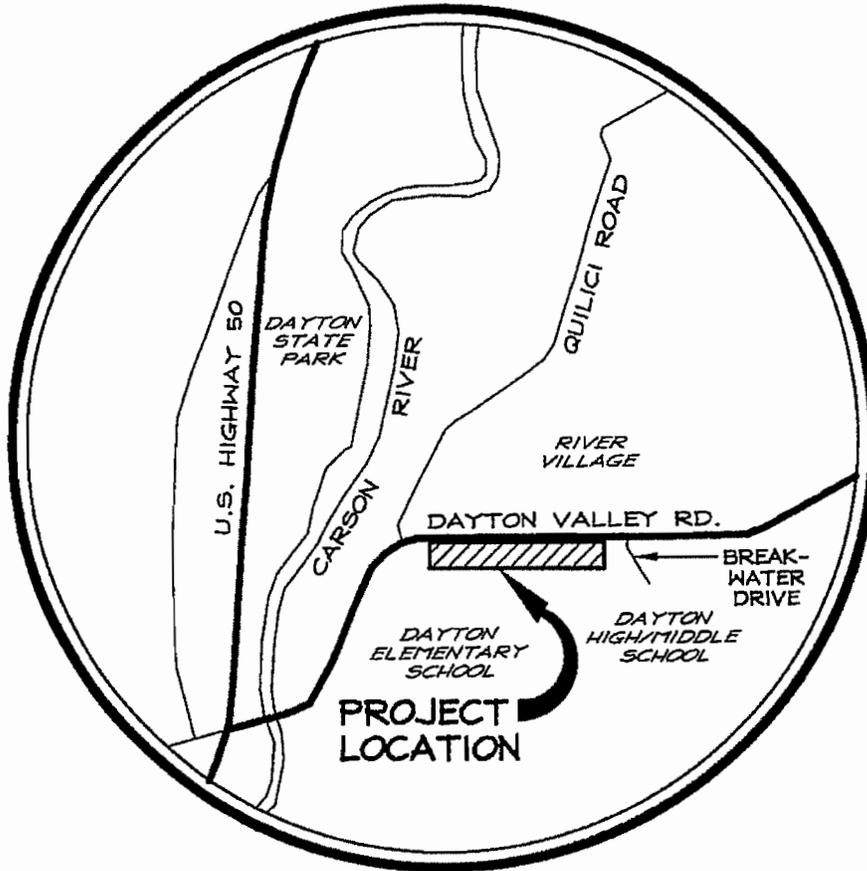
Tammy J. Kinsley
Associate Planner

Traffic information:

Traffic impacts as per the ITE Manual for the traffic counts of the residential use is 9.57 ADT's, therefore the traffic impact is approximately 430 average daily trips for the residential portion of the subdivision. This amount does not warrant a full Traffic Study, based on the threshold of 80 peak hour trips and 500 Average daily trips.

When the Commercial portion of the project is developed, a traffic study may be required pending the impact of the commercial use on the existing traffic along Dayton Valley Road.

GRANITE POINTE SUBDIVISION



SCALE: 1" = 60'
 CONTOUR INTERVAL: 1-FOOT

VICINITY MAP

NO SCALE

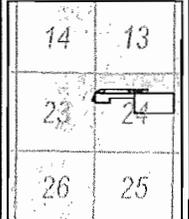
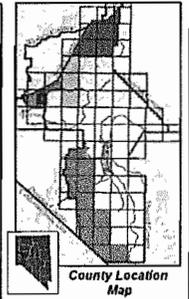
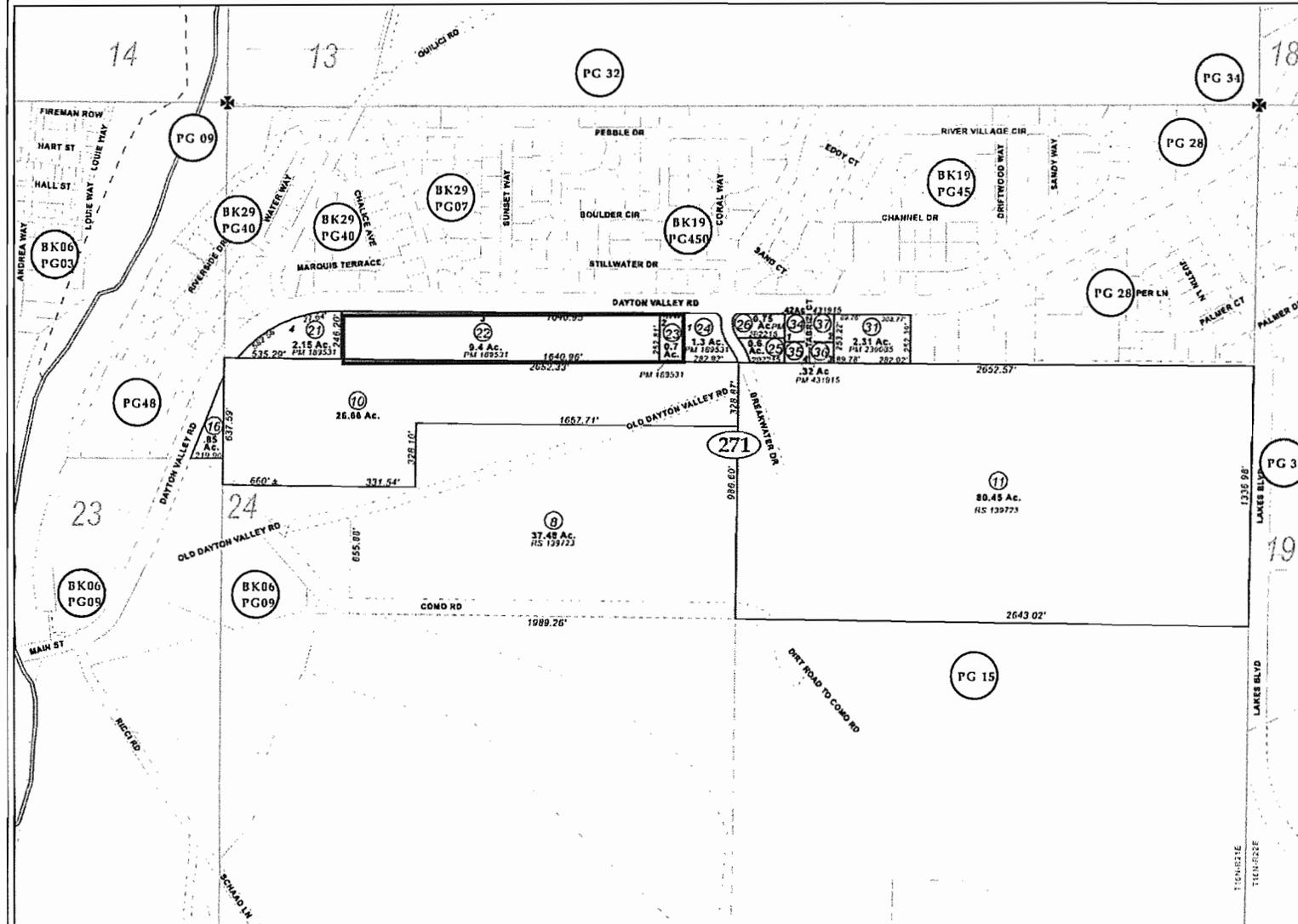
RO Anderson
 REGISTERED PROFESSIONAL ENGINEER

1700 E. 10th Ave. Suite 100
 Grand Rapids, MI 49507
 Phone: 616-233-1234
 Fax: 616-233-1235

TENTATIVE SUBDIVISION MAP
 A.P.N. 016-271-22 & 016-271-23
 SAGINAW MANUFACTURING, LLC

Portion E 1/2 NE 1/4 Section 23 & Portion N1/2 Section 24, T16N-R21E, MD&M

16-27



Location Map

- Map Elements**
- ✱ 1/4 Corner Section
 - ◆ Section Ties
 - 300' Dimensions
 - f Parcel Lot
 - Ⓢ Parcel Number
 - Ⓢ 0.13 Ac. Acreage of Parcel
 - PM 126149 Recorded Map Image
 - ▭ Parcel Boundaries
 - (11) Block Number
 - (BK, PG) Parcel Book & Page Number
 - (PG) Page Number
- Cities & Townships**
- Dayton
 - Dayton Valley
 - Fernley
 - Maik Twein
 - Mason Valley
 - Mound House
 - Silver City
 - Silver Springs
 - Smith Valley
 - Stagecoach
 - Yerington

Scale: 1" = 500'
 Revised: April 16, 2013



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 plat for other than assessment purposes is forbidden unless approved by the Lyon County Assessor's Office.

**Granite Pointe Subdivision
Tentative Subdivision Map
Feasibility Report**

Chapter 2; Section 11.02.01 of the Lyon County Development Code requires that any tentative map application include a FEASIBILITY REPORT:

A. Tentative Subdivision Map; Feasibility Report Information: The first formal step in land development by subdivision is the preparation of a tentative subdivision map. At the time of the filing of the application for the tentative subdivision map, the developer shall file a feasibility report with the planning department. The tentative subdivision map shall not be accepted for filing by the planning department unless the feasibility report is included with the application.

The feasibility report shall include the following information with responses following each item:

1. Location: Location of the proposed development by reference to commonly known landmarks, topographic features, roads and/or intersections, including approximate distances from the development to such features.

***Comment:** The project site is located at 269 Dayton Valley Road, at Sunset Way, in the Dayton community. It consists of two parcels, APN's 016-271-22 and 016-271-23 that total 10.10 acres. The site is conveniently located within walking distance of the Senior Center, Library, the Dayton Valley Elementary, Intermediate School and the Dayton Valley High school. To the west side of the project site along Dayton Valley Road is a commercial center with offices, public storage facilities, a restaurant, a gym and bank. To the southwest area of the project is a community park and facilities.*

2. Size: Approximate size of the proposed development, the total number of proposed parcels, and the number of building sites for dwelling units, commercial use, industrial use, and open space planned.

***Comment:** The owner is requesting a Tentative Subdivision map, known as Granite Pointe Subdivision that will consist of 45 residential parcels with a minimum parcel size of 5,000 square feet each, totaling 5.40 acres. The proposed number of residential units is 45 single-family residential homes. In addition the tentative subdivision map will create a 2.53 acre commercial parcel for future commercial development.*

3. Water Availability: Information as to how domestic water service will be provided including status and source of required water rights, and availability of water that meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs required for the land development and proposed land use, and a written statement of ability and willingness of any applicable municipal agency to provide water service to the proposed development.

***Comment:** The property owner has the required 20.87 acre feet of water rights to develop the proposed residential portion of the project. Water service will be provided by Lyon*

County Utilities. An "Intent to Serve" letter for water service from the Lyon County Utilities Department is included with the Tentative Subdivision Map application. The site is adjacent to existing development along Dayton Valley Road, in the Dayton area of Lyon County and therefore is close to existing water services.

4. Electricity Availability: Name of the utility company that will serve the area and a written statement of ability and willingness of such company to provide electrical power to the proposed development.

Comment: *Electrical service will be provided by NV Energy. A "Will Serve" letter for electrical service from NV Energy is included with the Tentative Subdivision Map application. The site is adjacent to existing development along Dayton Valley Road, in the Dayton area of Lyon County and therefore is close to existing electrical services.*

5. Telephone Availability: Name of the telephone company that will serve the area and a written statement of ability and willingness of such company to provide telephone service to the proposed development.

Comment: *Telephone service will be provided by AT&T. A "Will Serve" letter for telephone service from AT&T is included with the Tentative Subdivision Map application. The site is adjacent to existing development along Dayton Valley Road, in the Dayton area of Lyon County and therefore is close to existing telephone services provided by AT&T.*

6. Natural Gas Availability: Name of utility company that will serve the area and a written statement of ability and willingness of such company to provide natural gas service to the proposed development.

Comment: *Natural Gas service will be provided by Southwest Gas Company. A "Will Serve" letter for the availability of gas service from Southwest Gas Company is included with the Tentative Subdivision Map application. The site is adjacent to existing development along Dayton Valley Road, in the Dayton area of Lyon County and therefore is close to existing gas utility services provided by Southwest Gas Company.*

7. Sewage Disposal: Information as to how sewage disposal will be provided and a written statement of ability and willingness of any applicable municipal agency to provide sewage disposal service to the proposed development.

Comment: *Sewer service will be provided by Lyon County Utilities. An "Intent to Serve" letter for sewer service from the Lyon County Utilities Department is included with the Tentative Subdivision Map application. The site is adjacent to existing development along Dayton Valley Road, in the Dayton area of Lyon County and therefore is close to existing sewer services.*

8. Fire Protection: Fire district within which the proposed development is located and distance from the nearest firefighting equipment. Identify the availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wildlands.

Comment: *The project site is within the Central Lyon County Fire Protection District. There is a fire station approximately one-quarter mile to the east on Dayton Valley Road at Lakes Blvd.*

9. Legal Access: Existing legal access from the proposed development to county or state maintained roads.

Comment: *The project site fronts on Dayton Valley Road. The intent of the map is to utilize the existing public road Sunset Way, to provide access into the residential portion of the subdivision and then construct the public roads to Lyon County design Standards for the proposed Granite Court and Orovada Court. A left turn lane from the east flow of traffic along Dayton Valley Road will be required for turning into the subdivision from traffic heading west along Dayton Valley Road.*

10. Schools: Proximity to existing schools and school bus service, if such service is operating within the vicinity of the proposed development.

Comment: *Located to the southeast, within walking distance of the project site are the Senior Center, Library, Elementary, Intermediate and High schools.*

11. Parks and Recreational Areas: Parks and recreational facilities in the general area of the proposed development; distance and access to such facilities.

Comment: *Located to the southwest of the project site is the Community Park, Dog Park, facilities and BLM land directly south of the parcel.*

12. Commercial And Shopping Areas: Distance and access to the closest commercial and shopping facilities from the proposed development.

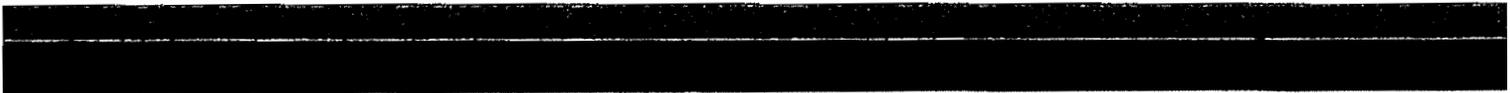
Comment: *Located within walking distance to the west of the project site along Dayton Valley Road is a commercial center with offices, public storage facilities, a restaurant, a gym and bank.*

13. Road Construction and Maintenance: Proposed maintenance plan for both access roads and roads within the subdivision; general timetable for construction of such roads; plan for maintenance until public maintenance is secured; type of anticipated public maintenance - state, county, city or general improvement district.

Comment: *Roads within the subdivision will be public and will therefore be designed to Lyon County design standards with the eventual goal of dedicating the roads to the County for maintenance. The goal is to record the Final map within six month, after approval of the tentative map. The roads and improvements will begin as soon as is possible after the approval and recordation of the final map.*

14. Restrictive Covenants: Proposed restrictive covenants applicable to the subdivision or development.

Comment: *There are no Restrictive Covenants proposed for this project.*



15. Adjacent Ownership and Use: Present legal owner of property adjacent to the proposed subdivision; and present use and zoning of all adjacent property.

Comment: Please see Table below.

Location to Project Site	Assessor Parcel Number	Address	Current owner	Present Use	Zoning	Master Plan
North	Multiple	River Village Subdivision	Multiple	Single-Family Residential Homes	NR1	Single Family Residential
East	016-271-24	None	Schue, Darrell E. ET AL TRS	Vacant	C1	Commercial
South	016-271-10	321 Old Dayton Valley Rd	USA-Bureau of Land Management	Senior Center/ Library	RR3	General Commercial
West	016-271-21	246 Dayton Valley Rd.	Schue, Darrell E. ET AL TRS	Vacant	C2	Commercial

16. Traffic Impacts: Identify all roads, streets and highways that will be affected by the development. Identify the effect of the proposed subdivision on existing public roads and streets and the need for new roads, streets or highways to serve the subdivision. Provide a traffic study prepared by a Nevada licensed traffic engineer if the subdivision will meet or exceed eighty (80) peak hour vehicle trips or five hundred (500) average daily vehicle trips.

Comment: The project site fronts on Dayton Valley Road. The proposed map will utilize the existing public road Sunset Way, to provide access into the residential portion of the subdivision and then construct the public roads to Lyon County design Standards for the proposed Granite Court and Orovada Court. If approved a turn lane from Dayton Valley Road (heading west), turning left on to Sunset Way would be required to be constructed.

17. Stormwater Impacts: Identify existing natural and constructed stormwater structures, proposed stormwater management concepts and general impacts from and on surrounding property.

Comment: There is an existing natural drainage cut along the southern boundary of the parcel along the length of the parcel, which historically has not had water in it. Per Mike Workman of Lyon County Utilities, this is possibly the remnants of the old Randall irrigation ditch that provided water from the Carson River, west of the project site to the Hermann Ranch that was located east of the project site. At this time our intent is to fill the ditch and design a mechanism to capture and manage onsite flows from development of this parcel. A drainage report identifying the proposed stormwater management for the project site is included with this Tentative Subdivision Map application along with the proposed grading plan and the soils report.



18. Solid Waste Disposal: Identify the availability of solid waste disposal.

Comment: *The solid waste purveyor for this area is Capital Sanitation.*

19. Physical Characteristics: Identify the physical characteristics of the land such as floodplain, slope, vegetation and soil.

Comment: *The overall topography of the 10.10 acre site is relatively flat and is well suited for this type of proposed development. The flood zone designation, per FEMA is X-Unshaded (areas determined to be outside the 500-year floodplain) as indicated on the FIRM 32019C0452E dated January 16, 2009. A grading plan and soils report are included with this tentative subdivision map application.*

B. Discretionary Preapplication Conference: Prior to submitting a formal application, the applicant may prepare a preliminary development plan for review by the administrator and the applicable departments' staff at an informal preapplication conference. The developer shall file an application for a preapplication conference and the appropriate fee with the planning department. Governmental entities to attend the preapplication conference should include, but not be limited to, planning, utilities, roads, RTC, parks and recreation, building and agencies that do not report to the board of county commissioners, including the fire district, sheriff, school district, and the Carson River Subconservancy district. (Ord. 527, 10-2-2008)

Comment: *The applicant submitted a Preapplication Conference application with the required \$500 application Fee on July 5, 2016 to the Lyon County Planner, for distribution to the Governmental entities for their review and comments in considering the proposed Tentative Subdivision Map.*

Traffic information:

Traffic impacts as per the ITE Manual for the traffic counts of the residential use is 9.57 ADT's, therefore the traffic impact is approximately 430 average daily trips for the residential portion of the subdivision. This amount does not warrant a full Traffic Study, based on the threshold of 80 peak hour trips and 500 Average daily trips.

When the Commercial portion of the project is developed, a traffic study may be required pending the impact of the commercial use on the existing traffic along Dayton Valley Road.

GRANITE POINTE SUBDIVISION

PROJECT SUMMARY

OWNER/APPLICANT: SAGINAW MANUFACTURING, LLC
 300 NORTH GARDEN STREET
 GARDEN CITY, MO 64503

SURVEYOR/SURVEYS: R.O. ANDERSON SURVEYS, INC.
 2025 FORTSALUDA AVENUE
 PINNEY, NEVADA 89424
 TEL: (702) 736-2000

A.P.N.: 016-271-22 & 016-271-23

TOTAL ACRES: 10.15 AC
 RESIDENTIAL: 10.15 AC
 COMMERCIAL: 0.00 AC
 PUBLIC UTILITIES: 0.00 AC

TOTAL PLOTTED AREA RATIO:
 RESIDENTIAL: 100% (10.15 AC)
 CLOSED IN LOTS: 0.00 AC (0%)
 COMMERCIAL: 0.00 AC (0%)

AFTER PLOTTED (RESIDENTIAL):
 RESIDENTIAL: 10.15 AC
 COMMERCIAL: 0.00 AC

ROAD TYPE:
 UNIMPAVED: 0.00 AC (0%)
 UNIMPAVED: 10.15 AC (100%)

LEGAL DESCRIPTION

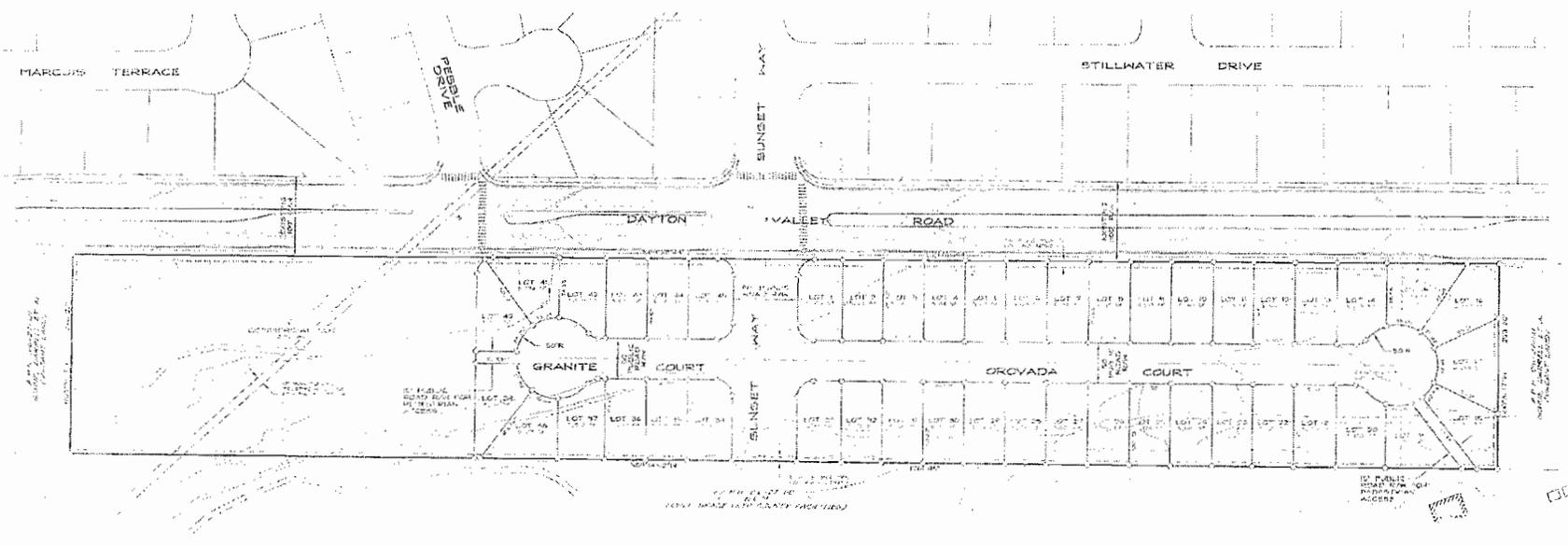
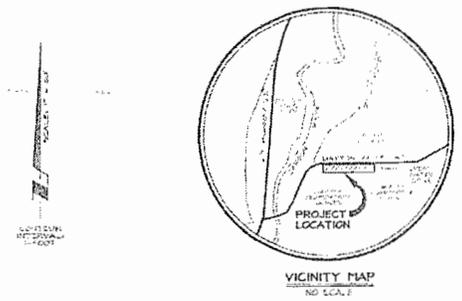
FRONTS 2 & 3 TO BE BOUND BY THE PARCEL MAP FOR
 RECORDING PROJECT TO THE A.P.N. FOR RECORD JANUARY 24,
 PROJECT TO BE LOCATED NEVADA AS OCCUPY BY 1993

NOTES

1. SEE MAP FOR EXISTING AND ALL ROAD FRONTAGES. A
 2. PUBLIC UTILITY LINES ARE SHOWN BY DASHED LINES
 PER THE PLAN

LEGEND

1. DIMENSION POINT, NOTHING FOUND OR MET



NO.	DATE	REVISION	BY

R.O. Anderson
 SURVEYOR

TENTATIVE SUBDIVISION MAP
 A.P.N. 016-271-22 & 016-271-23
 SAGINAW MANUFACTURING, LLC

DRAWN: C.J.C. / C.C.C. / C.C.C.
 SURVEYED: C.J.C. / C.C.C. / C.C.C.
 SCALE: 1" = 50'
 DATE: 07/16/24
 SHEET: 1
 TOTAL SHEETS: 1



Fire Chief

John Gillenwater

To: Lyon County Community Development
Planning Division
27 South Main Street
Yerington, NV 89447

Date: August 15th, 2016

Re: Response to the Letter of Transmittal for the Granite Point Subdivision. APN: 16-271-22 and 23

The Central Lyon County Fire District has reviewed the Tentative Subdivision Maps and Letter provided by the Lyon County Planning Division for the Granite Point Subdivision. As a result of our review the District has the following conditions for approval.

For the Residential portion of the parcel map:

Fire hydrants no further than 500' from any structure. The Developer will meet with the Fire District to place hydrants on the final map.

The south side of Sunset Way street will need to be renamed.

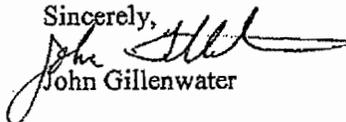
The public way between lot 18 and 19 as well as Lot 30 and 40 will be surfaced with either asphalt or concrete in lieu of gravel to mitigate the growth and accumulation of flammable vegetation, which present a continued fire nuisance.

For the Commercial portion of the parcel map:

We will require a central location for all FDC's serving buildings "A" thru "E" and a fire hydrant no further than 50' from that location. Additional hydrants will need to be added depending upon the occupancy type of the building and if access is restricted.

Thank you for your consideration.

Sincerely,


John Gillenwater

District Office

231 Corral Drive, Dayton, NV 89403 • Phone (775)246-6209 • Fax (775) 246-6204

Web: www.centrallyonfire.org

AGENDA SUMMARY



CONSENT: N

MEETING DATE: Oct 6, 2016

ITEM #23

TITLE: For Possible Action: Approve Alarm Ordinance #589 Civil Penalties and Fee Schedule

SUMMARY: The Lyon County Board of Commissioners approved an Alarm Reduction Ordinance on September 01, 2016. As required by the new ordinance, the BOCC must approved a civil penalty and fee schedule.

RECOMMENDED ACTION AND/OR ALTERNATIVES: Approve the presented Alarm Ordinance Civil Penalty and Fee Schedule

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION: Sheriff Al McNeil

LIST OF ATTACHMENTS: Alarm Ordinance Civil Penalty and Fee Schedule

ALARM ORDINANCE CIVIL PENALTY and FEE SCHEDULE

(Proposed)

	LYON COUNTY
ALARM USERS	FEES
Alarm Civil Penalty(ies) Late Fee	\$25
Reinstatement Fee	\$100
Intrusion/Burglar False Alarm within Calendar Year	1 st offense – \$100 2 nd offense – \$125 3 rd offense – \$150 4 th offense – \$175 5 th offense or more – \$200.00
Robbery/Hold Up False Alarm	\$200
Panic False Alarm	\$200
Suspension	After 6
ALARM COMPANY	FINES
False Alarm caused by Alarm Company	\$200
Failure to use Enhanced Call Verification procedures	\$200
All late charges	\$25
Call on suspended site	\$200
	FEES
Appeal fee per request	\$25

LYON COUNTY BOARD OF COMMISSIONERS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT BILL No. 16-09 an ordinance amending Lyon County Code Title 10 – Land Use Regulations; by amending: Chapter 3 – Residential Districts, Section 1–General Provisions, revising Subsection G, to revise the provisions regulating residential use of a recreational vehicle in the event of a natural or man-made disaster; and other matters properly related thereto.

NOTICE IS FURTHER GIVEN that the public hearing will be held on October 6, 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 16-09 may be adopted.

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

PUBLISH:

MVN/Leader-Courier:

September 14, 21, 2016

2
3
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
7
8
9 _____
10 By: Chairman

Attest:

Clerk of the Board

DRAFT

AGENDA SUMMARY

10:00 A.M. – Time Certain



Meeting Date: October 6, 2016

TITLE: For Possible Action – Presentation and acceptance of the Compensation Study performed by Pontifex. Also, authorization for the County Manager and Human Resources to move forward with steps to implement the compensation study.

SUMMARY: Pontifex has completed the Compensation Study for Lyon County and will present the study results to the Board of Commissioners along with recommendations for implementation.

Pontifex worked with all departments to identify all positions and define their associated job duties. This information was taken and used to revise job descriptions, which have been provided to Human Resources. Based on these revised job descriptions, the jobs were classified and salaries were compared with the other Class 3 counties in Nevada. Pontifex reported the results of the classifications and associated salary information in the Compensation Study.

Pontifex has also prepared recommended revisions to salaries for County positions. Pontifex is recommending that salary bands be implemented for all positions not in the LCSEA bargaining unit. However, Pontifex has also prepared a revised step and grade scale as in option. Salary bands are the most economical option to implement, however salary bands require changes in the language of policies and collective bargaining agreements. Carson City and Douglas County have chosen to implement salary bands.

If the Compensation Study is accepted, the County will begin discussions with each Association on implementation, as required in the respective collective bargaining agreements (CBA).

Implementation of actual salary changes, CBA changes, and applicable policy changes will have to come back to the Board of Commissioners for approval. Implementation of the revised job descriptions will be done as an administrative action by Human Resources, without the need for formal Board action.

ALTERNATIVES AND/OR RECOMMENDED ACTION: I move to accept the Compensation Study performed by Pontifex and authorize the County Manager and Human Resources to move forward with the necessary steps to implement the compensation study.

Budget Implications (Comptroller): Implementation of the Compensation Study will be a significant cost that was not included in the original budget. Contingency funds will need to be moved to appropriate departments if implementation happens in the current fiscal year.

The estimated annual cost of implementation is as follows:

- Salary band option – approximately \$350,000
- Step and grade option – approximately \$435,000

Please note that these are ballpark estimates as of July 1, 2016 and actual costs change in the event of turnover and in the event of a merit increase.

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information: Jeff Page, Christie Reeder, Josh Foli

List of Attachments: Compensation Study by Pontifex

Classification & Compensation Study

Lyon County, Nevada

Final Report

October 2016

Pontifex Consulting Group LLC



PONTIFEX
CONSULTING GROUP, LLC

TABLE OF CONTENTS

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Appendix B – Compensation Survey Participants	54

Introduction

What was the Pontifex Consulting Group (PCG) asked to do?

The objectives of the study were to:

- Validate the compensation philosophy and its alignment to Lyon County’s (County) strategy and direction.
- Review job content information for County jobs.
- Examine current compensation programs and structures for County jobs.
- Analyze current competitive labor market compensation and benefits practices.
- Provide recommendations for classification structures (internal equity).
- Provide recommendations for compensation structures (labor market equity).
- Provide recommendations for maintenance of classification and compensation systems.
- Prepare a written report of our findings and comparisons.

This report covers all of these objectives.

II. Human Capital Issues and Compensation Philosophy

Human Resources Issues

For the County to achieve its mission of providing service to the public requires the attraction and retention of key talent to fill staff jobs. These are jobs that have a significant depth in customer service, technical and scientific competencies, while at the same time possessing advanced skills in project coordination and team-building. These unique skills are essential for staff to be successful at carrying-out the County's mission in an effective and efficient manner.

Specifically, the County intends to:

- Become the employer of choice for key staff talent necessary to meet its core mission.
- Retain key staff and prevent “poaching” from other agencies.
- Maintain a competitive, market driven compensation and benefits system.
- Maintain a performance-based, results oriented culture.
- Engage in succession planning efforts for staff and management positions.

Compensation Strategy

The County currently compensates its staff in accordance with a classification and compensation system that was last updated over a decade ago. The system is internally focused with rules that are oriented towards the composition of a significantly changed workforce and competitive labor market.

The compensation of an organization's staff normally follows an established compensation philosophy and strategy. Such strategic documents are critical towards alignment of the organization's largest budgetary expenditure towards organizational needs and fiscal resources.

A survey of 2,025 organizations across the United States shows that a majority of respondents have a stated compensation strategy of paying at or above the labor market rate for their jobs:

Employee Group	Pay Below Market Rate	Pay Equal to Market Rate	Pay Above Market Rate	Other Percentile or No Strategy
Hourly Employees	1.7%	85.0%	5.5%	8.8%
Salaried Employees	2.3%	86.5%	7.1%	4.1%
Management/Executive Employees	1.7%	76.5%	9.7%	11.1%

SOURCE: World-at-Work (American Compensation Association) 2016/2017 Salary Budget Survey.

Compensation Strategy

The “Employer Costs for Employee Compensation” survey is produced by the Bureau of Labor Statistics of the U.S. Department of Labor to show what employer’s average hourly costs are for compensation and its components. Listed below are comparative figures for wages (no benefits data included) between 2009 and 2015:

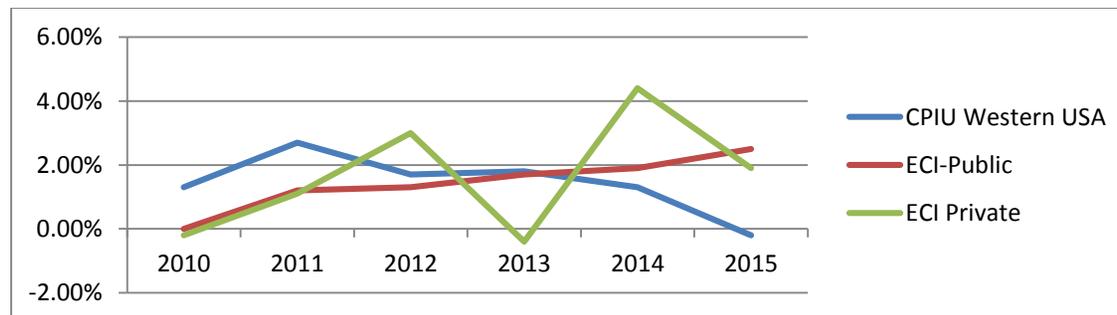
<i>Private Sector Employers</i>	<i>Cost Compensation 2009</i>	<i>Cost Compensation 2015</i>	<i>% Increase</i>
All Private Employers	\$19.41	\$22.14	+14.1%
- Management/Professionals	\$32.16	\$38.75	+20.5%
- Office & Administrative Support	\$15.65	\$16.54	+5.7%
- Service Occupations	\$10.32	\$11.27	+9.2%

<i>State & Government Employers</i>	<i>Cost Compensation 2009</i>	<i>Cost Compensation 2015</i>	<i>% Increase</i>
All State & Local Government Employers	\$26.11	\$28.63	+9.7%
- Management/Professionals	\$32.54	\$35.87	+10.2%
- Office & Administrative Support	\$17.02	\$18.52	+8.9%
- Service Occupations	\$17.72	\$19.73	+11.3%

Compensation Strategy

The following chart shows the percentage changes in the Consumer Price Index for Urban Consumers (CPI-U) for the Western United States and the Employment Cost Index (ECI) for private and public sector employers between 2010 and 2015 as reported by the Bureau of Labor Statistics of the U.S. Department of Labor:

Year	CPI-U Western USA	ECI Public Sector	ECI Private Sector
2010	1.3%	0.0%	-0.2%
2011	2.7%	1.2%	1.1%
2012	1.7%	1.3%	3.0%
2013	1.8%	1.7%	-0.4%
2014	1.3%	1.9%	4.4%
2015	-0.2%	2.5%	1.9%
Average 2010-2015	1.4%	1.4%	1.6%



III. Classification Study

Classification Study

Methodology

Pete Ronza of the Pontifex Consulting Group (PCG), met with Christie Reeder, Director of Human Resources, elected officials, union officials, and members of the management team in December of 2014 to discuss the project work plan, deliverables, and the County's issues/concerns with their classification and compensation programs.

PCG conducted briefing sessions on-site for County employees to inform them of the objectives of the study, timelines, and to answer questions. Employees were also given instructions on how to complete the Position Description Questionnaire (PDQ) that would be used to obtain information on their individual jobs. The PDQs were of critical importance in describing:

- Duties and Responsibilities;
- Knowledge and Skills required to perform those responsibilities and duties;
- Education and/or Experience levels required to perform duties and responsibilities;
- Supervisory responsibilities;
- Scope of Decision-making;
- Delegation of Authority;
- Physical Demands; and,
- Environmental and Working Conditions.

The County delivered the last of the PDQs to PCG in September of 2015.

Methodology (continued)

PCG reviewed the job descriptions and performed any necessary follow-up questions or clarifications with County staff onsite, by phone and by email. After the review process was complete, PCG conducted Fair Labor Standards Act (FLSA) tests to ensure that County jobs are properly classified in accordance with federal regulations. This process is discussed in more detail on page 40 of this report.

Based upon the information gathered from the PDQs, PCG grouped individual jobs into classifications of work and developed draft classification descriptions for employee and supervisor review. PCG received the employee and supervisor comments in December of 2015. These were reviewed with required follow-up conducted by PCG. Classification determinations and descriptions were revised as appropriate.

PCG then developed a recommendation for new classification structures that combine jobs of similar levels of duties, responsibilities, knowledge, skills, education and experience. This new structure also creates appropriate career ladders and job families in accordance with the existing mix of jobs, the mission and strategy of the County.

The recommendations were discussed with the County's management in February of 2016. The County reviewed the recommendations, provided revisions, and final determinations were presented to PCG in March of 2016. PCG then created compensation recommendations based upon the population of classifications in the structures and their competitive labor market data. The recommendations for revisions to existing system and for creation of a new system can be found in Appendix A.

IV. Compensation & Benefits Analysis

Competitive Compensation Analysis

Methodology

Pete Ronza of the Pontifex Consulting Group (PCG), met with Christie Reeder, Director of Human Resources in December of 2014 to discuss the project work plan, deliverables, and the County's compensation philosophy and strategy.

PCG discussed and received direction to provide a compensation study based upon two (2) labor market comparator groups:

- Private sector employers in Nevada.
- Selected public sector agencies in Nevada.

The compensation analysis was conducted in September of 2015.

For those jobs that are recruited from the overall labor market (public and private), PCG obtained comparable information from the private sector as well. Examples of jobs that are recruited and retained from the private sector would be occupations in the areas of finance, information technology and human resources. Salary information for private sector organizations was obtained from:

- Towers Watson Data Services, United States employer surveys.

A majority of the County's jobs only exist in public sector organizations. Therefore, the public sector is one of the County's primary competitors for talent. The County provided PCG a list of public sector comparable agencies in the State of Nevada to survey for the purpose of obtaining compensation and benefits data for this sector. A list of the agencies who responded can be found in Appendix B.

Overall responsibilities, specific duties and education and experience requirements for County job classifications were referenced to provide accurate matching.

Competitive Compensation Analysis

Methodology (continued)

Data reflect market pay levels updated to July 1, 2015.

Survey data provide critical competitive salary information; however, compensation of individual positions may differ from the target labor market for many reasons, including stage of organizational growth, organizational performance and the qualifications, specific responsibilities and performance of the individual position incumbents.

Jobs were matched based on content, responsibilities, level and qualifications and not on title alone. For this reason, the titles in the market will not necessarily be the same titles as those employed by the County.

Benchmarks with fewer than three (3) data points were excluded from any analyses because fewer than three (3) data points matched to a given benchmark are considered an insufficient sample size for drawing conclusions.

Due to Sherman Antitrust Act consent decrees, only summary (aggregate) data are shown for each benchmark.

Since the County is a unique organization, a comparison with other similar organizations and similar positions needs to be viewed as a reference point. It would be an error to directly adopt the compensation levels of other organizations without carefully analyzing the factors that make the County unique, and which make each staff employee valuable to the County.

For example, there is a legitimate organizational reason for paying some County jobs more or less than market due to the difference in scope, services, organizational priorities, and population with services provided by other agencies.

To maintain data integrity, we can only use valid data provided to us through our survey process in order to conduct a professional and objective analysis of the information.

Competitive Compensation Analysis

Salary Range Minimum Rate

The minimum salary range rate represents the minimum rate of pay that an employer will pay for a job/skill set. This is usually understood to be where the organization would set the pay rate for an incumbent who has the minimal level of education and experience required for a job (attraction rate).

The charts on pages 16-18 show the overall comparison of the competitive labor market minimum salary range averages and the County's salary range minimum rates.

Competitive Compensation Analysis

Salary Range Minimum Rates

Job Title	County Minimum Salary Range Rate	Market Average Minimum Salary Range Rate	County as a Percent of Market Average Rate
Accountant	\$46,987	\$47,174	-0.4%
Accounting Technician	\$37,024	\$41,294	-10.3%
Administrative Clerk I	\$22,058	\$25,385	-13.1%
Administrative Clerk II	\$28,288	\$31,289	-9.6%
Animal Services Superintendent	\$48,901	\$44,178	+10.7%
Animal Control Officer	\$33,821	\$37,416	-9.6%
Appraiser I	\$35,568	\$40,710	-12.6%
Appraiser II	\$39,270	\$44,353	-11.5%
Appraiser III	\$45,178	\$47,941	-5.8%
Auto Mechanic	\$38,147	\$37,121	+2.8%
Building & Grounds Maintenance Worker II	\$33,467	\$39,025	-14.2%
Building Inspector II	\$37,398	\$43,992	-15.0%
Building Inspector III	\$41,267	\$48,464	-14.9%
Building Official	\$57,786	\$72,452	-20.2%
Case Manager	\$38,147	\$35,831	+6.5%
Chief Deputy Assessor	\$49,878	\$55,780	-10.6%
Chief Deputy Clerk/Treasurer	\$46,093	\$57,846	-20.3%
Chief Deputy District Attorney	\$82,867	\$97,844	-15.3%
Chief Deputy Juvenile Probation Officer	\$56,784	\$70,767	-19.8%
Chief Deputy Recorder	\$46,093	\$53,343	-13.6%
Chief Juvenile Probation Officer	\$68,292	\$77,587	-12.0%
Child Support Caseworker	\$33,821	\$38,601	-12.4%
Child Support Supervisor	\$38,147	\$46,912	-18.7%
Community Development Director	\$68,292	\$83,690	-18.4%
Comptroller	\$68,292	\$85,668	-20.3%

Competitive Compensation Analysis

Salary Range Minimum Rates (continued)

Job Title	County Minimum Salary Range Rate	Market Average Minimum Salary Range Rate	County as a Percent of Market Average Rate
County Manager	\$99,812	\$119,803	-16.7%
Court Administrator	\$57,907	\$66,534	-13.0%
Custodian	\$23,192	\$28,335	-18.2%
Deputy District Attorney	\$63,960	\$59,980	+6.6%
Deputy Sheriff	\$43,555	\$45,249	-3.7%
Deputy Juvenile Probation Officer	\$44,262	\$47,796	-7.4%
Dispatch Shift Supervisor	\$38,917	\$47,313	-17.7%
Dispatcher	\$34,861	\$38,615	-9.7%
Facilities Director	\$68,292	\$70,227	-2.8%
Fleet Supervisor	\$43,368	\$50,990	-14.9%
Food Specialist II	\$29,453	\$33,768	-12.8%
Heavy Equipment Mechanic II	\$39,270	\$42,236	-7.0%
Human Resources Director	\$68,292	\$77,578	-12.0%
Human Services Specialist II	\$32,822	\$37,776	-13.1%
IT Director	\$68,292	\$77,740	-12.2%
Jail Control Room Operator	\$28,870	\$33,795	-14.6%
Judicial Assistant	\$34,861	\$48,455	-28.1%
Justice Court Clerk II	\$31,574	\$37,315	-15.4%
Justice Court Clerk III	\$33,197	\$42,786	-22.4%
Legal Assistant II	\$38,147	\$37,711	+1.2%
Library Assistant II	\$27,518	\$31,358	-12.2%
Library Director	\$68,292	\$76,426	-10.6%
Library Manager	\$37,710	\$46,396	-18.7%
Library Technician	\$28,870	\$35,350	-18.3%

Competitive Compensation Analysis

Salary Range Minimum Rates (continued)

Job Title	County Minimum Salary Range Rate	Market Average Minimum Salary Range Rate	County as a Percent of Market Average Rate
Lieutenant	\$62,546	\$74,132	-15.6%
Management Assistant	\$34,861	\$40,941	-14.9%
Network Administrator	\$65,915	\$54,355	+21.3%
Office Manager	\$38,522	\$44,893	-14.2%
Planner	\$54,517	\$56,606	-3.7%
Planning Assistant	\$39,728	\$38,313	+3.7%
Property Transfer Compliance Recorder	\$37,024	\$38,163	-3.0%
Road Division Director	\$68,292	\$76,650	-10.9%
Road Maintenance Supervisor	\$40,477	\$49,738	-18.6%
Road Maintainer II	\$34,174	\$35,067	-2.5%
Senior Administrative Clerk	\$31,866	\$32,887	-3.1%
Senior Court Clerk	\$34,861	\$44,420	-21.5%
Senior Deputy District Attorney	\$70,637	\$80,422	-12.2%
Senior Road Maintainer	\$36,650	\$41,423	-11.5%
Senior Sign Maintenance Technician	\$39,270	\$37,405	+5.0%
Sergeant	\$54,496	\$57,654	-5.5%
Transportation Specialist	\$22,048	\$30,472	-27.6%
Utility Director	\$68,292	\$72,157	-5.4%

Competitive Compensation Analysis

Salary Range Maximum Rate

The maximum salary range rate represents the maximum rate of pay that an employer will pay for a job/skill set. This is usually understood to be where the organization would set the pay rate for an incumbent who has an above average level of education and experience (retention rate).

The charts on pages 20-22 show the overall comparison of the competitive labor market maximum salary range averages and the County's salary range maximum rates.

Competitive Compensation Analysis

Salary Range Maximum Rates

Job Title	County Maximum Salary Range Rate	Market Average Maximum Salary Range Rate	County as a Percent of Market Average Rate
Accountant	\$68,037	\$64,917	+4.8%
Accounting Technician	\$53,643	\$56,467	-5.0%
Administrative Clerk I	\$31,990	\$35,871	-10.8%
Administrative Clerk II	\$40,997	\$43,312	-5.3%
Animal Services Superintendent	\$70,824	\$62,489	+13.3%
Animal Control Officer	\$49,005	\$50,937	-3.8%
Appraiser I	\$51,522	\$54,951	-6.2%
Appraiser II	\$56,867	\$60,797	-6.5%
Appraiser III	\$65,437	\$67,958	-3.7%
Auto Mechanic	\$55,266	\$50,405	+9.6%
Building & Grounds Maintenance Worker II	\$48,422	\$52,603	-7.9%
Building Inspector II	\$54,163	\$59,743	-9.3%
Building Inspector III	\$59,779	\$65,839	-9.2%
Building Official	\$85,615	\$103,097	-17.0%
Case Manager	\$55,266	\$51,476	+7.4%
Chief Deputy Assessor	\$72,280	\$78,435	-7.8%
Chief Deputy Clerk/Treasurer	\$66,768	\$81,912	-18.5%
Chief Deputy District Attorney	\$120,037	\$133,864	-10.3%
Chief Deputy Juvenile Probation Officer	\$82,222	\$101,377	-18.9%
Chief Deputy Recorder	\$66,768	\$73,530	-9.2%
Chief Juvenile Probation Officer	\$102,307	\$111,035	-7.9%
Child Support Caseworker	\$49,005	\$52,121	-6.0%
Child Support Supervisor	\$55,266	\$63,228	-12.6%
Community Development Director	\$102,307	\$116,096	-11.9%
Comptroller	\$102,307	\$121,411	-15.7%

Competitive Compensation Analysis

Salary Range Maximum Rates (continued)

Job Title	County Maximum Salary Range Rate	Market Average Maximum Salary Range Rate	County as a Percent of Market Average Rate
County Manager	\$129,230	\$159,730	-19.1%
Court Administrator	\$83,886	\$95,049	-11.7%
Custodian	\$33,613	\$38,964	-13.7%
Deputy District Attorney	\$92,643	\$104,033	-10.9%
Deputy Sheriff	\$58,635	\$61,591	-4.8%
Deputy Juvenile Probation Officer	\$64,106	\$65,378	-1.9%
Dispatch Shift Supervisor	\$56,347	\$64,777	-13.0%
Dispatcher	\$50,482	\$53,163	-5.0%
Facilities Director	\$102,307	\$101,465	+0.8%
Fleet Supervisor	\$62,816	\$67,912	-7.5%
Food Specialist II	\$42,619	\$46,978	-9.3%
Heavy Equipment Mechanic II	\$56,867	\$57,488	-1.1%
Human Resources Director	\$102,307	\$114,836	-10.9%
Human Services Specialist II	\$47,507	\$51,816	-8.3%
IT Director	\$102,307	\$112,746	-9.3%
Jail Control Room Operator	\$41,704	\$45,068	-7.5%
Judicial Assistant	\$50,482	\$68,534	-26.3%
Justice Court Clerk II	\$45,739	\$52,363	-12.7%
Justice Court Clerk III	\$48,069	\$57,772	-16.8%
Legal Assistant II	\$55,266	\$51,262	+7.8%
Library Assistant II	\$39,832	\$42,602	-6.5%
Library Director	\$102,307	\$111,787	-8.5%
Library Manager	\$54,600	\$66,982	-18.5%
Library Technician	\$41,766	\$48,982	-14.7%

Competitive Compensation Analysis

Salary Range Maximum Rates (continued)

Job Title	County Maximum Salary Range Rate	Market Average Maximum Salary Range Rate	County as a Percent of Market Average Rate
Lieutenant	\$74,339	\$101,736	-26.9%
Management Assistant	\$50,482	\$56,227	-10.2%
Network Administrator	\$95,451	\$75,045	+27.2%
Office Manager	\$55,765	\$67,085	-16.9%
Planner	\$78,978	\$80,512	-1.9%
Planning Assistant	\$57,533	\$51,834	+11.0%
Property Transfer Compliance Recorder	\$53,643	\$51,425	+4.3%
Road Division Director	\$102,307	\$106,697	-4.1%
Road Maintenance Supervisor	\$58,614	\$66,849	-12.3%
Road Maintainer II	\$49,483	\$48,570	+1.9%
Senior Administrative Clerk	\$46,093	\$45,908	+0.4%
Senior Court Clerk	\$50,482	\$61,829	-18.4%
Senior Deputy District Attorney	\$102,274	\$114,176	-10.4%
Senior Road Maintainer	\$53,061	\$56,414	-5.9%
Senior Sign Maintenance Technician	\$56,867	\$52,938	+7.4%
Sergeant	\$64,792	\$78,720	-17.7%
Transportation Specialist	\$31,990	\$43,417	-26.3%
Utility Director	\$102,307	\$104,103	-1.7%

Competitive Compensation Analysis

Salary Range Midpoint Rate

The midpoint of the salary range represents the midpoint of the range of pay that an employer will pay for a job/skill set. This is usually understood to be where the organization would set the pay rate for an incumbent who has a journey-level education and experience. From an experience level this is generally understood to be 4-5 years.

The charts on pages 24-26 show the overall comparison of the competitive labor market midpoint salary range averages and the County's salary range midpoint rates.

Competitive Compensation Analysis

Salary Range Midpoint Rates

Job Title	County Midpoint Salary Range Rate	Market Average Midpoint Salary Range Rate	County as a Percent of Market Average Rate
Accountant	\$57,512	\$55,897	+2.9%
Accounting Technician	\$45,334	\$48,785	-7.1%
Administrative Clerk I	\$27,034	\$30,917	-12.6%
Administrative Clerk II	\$34,642	\$37,299	-7.1%
Animal Services Superintendent	\$59,862	\$53,337	+12.2%
Animal Control Officer	\$41,413	\$44,149	-6.2%
Appraiser I	\$43,545	\$47,830	-9.0%
Appraiser II	\$48,069	\$52,481	-8.4%
Appraiser III	\$55,307	\$58,317	-5.2%
Auto Mechanic	\$46,706	\$43,763	+6.7%
Building & Grounds Maintenance Worker II	\$40,945	\$45,719	-10.4%
Building Inspector II	\$45,781	\$51,732	-11.5%
Building Inspector III	\$50,523	\$57,151	-11.6%
Building Official	\$71,700	\$87,773	-18.3%
Case Manager	\$46,706	\$43,650	+7.0%
Chief Deputy Assessor	\$61,079	\$66,998	-8.8%
Chief Deputy Clerk/Treasurer	\$56,430	\$69,881	-19.2%
Chief Deputy District Attorney	\$101,452	\$115,794	-12.4%
Chief Deputy Juvenile Probation Officer	\$69,503	\$85,859	-19.0%
Chief Deputy Recorder	\$56,430	\$63,411	-11.0%
Chief Juvenile Probation Officer	\$83,219	\$94,148	-11.6%
Child Support Caseworker	\$41,413	\$45,263	-8.5%
Child Support Supervisor	\$46,706	\$54,956	-15.0%
Community Development Director	\$85,300	\$99,692	-14.4%
Comptroller	\$85,300	\$103,559	-17.6%

Competitive Compensation Analysis

Salary Range Midpoint Rates (continued)

Job Title	County Midpoint Salary Range Rate	Market Average Midpoint Salary Range Rate	County as a Percent of Market Average Rate
County Manager	\$114,521	\$139,495	-17.9%
Court Administrator	\$70,897	\$80,644	-12.1%
Custodian	\$28,402	\$33,592	-15.5%
Deputy District Attorney	\$78,302	\$87,372	-10.4%
Deputy Sheriff	\$51,095	\$53,418	-4.3%
Deputy Juvenile Probation Officer	\$54,184	\$56,585	-4.2%
Dispatch Shift Supervisor	\$47,632	\$56,048	-15.0%
Dispatcher	\$42,671	\$45,791	-6.8%
Facilities Director	\$85,300	\$85,843	-0.6%
Fleet Supervisor	\$53,092	\$59,451	-10.7%
Food Specialist II	\$36,036	\$40,373	-10.7%
Heavy Equipment Mechanic II	\$48,069	\$49,864	-3.6%
Human Resources Director	\$85,300	\$96,207	-11.3%
Human Services Specialist II	\$40,165	\$44,796	-10.3%
IT Director	\$85,300	\$95,243	-10.4%
Jail Control Room Operator	\$35,287	\$39,432	-10.5%
Judicial Assistant	\$42,672	\$58,492	-27.0%
Justice Court Clerk II	\$38,657	\$45,395	-14.8%
Justice Court Clerk III	\$40,633	\$50,279	-19.2%
Legal Assistant II	\$46,706	\$44,486	+5.0%
Library Assistant II	\$33,675	\$36,980	-8.9%
Library Director	\$85,300	\$94,107	-9.4%
Library Manager	\$46,155	\$56,689	-18.6%
Library Technician	\$35,318	\$42,164	-16.2%

Competitive Compensation Analysis

Salary Range Midpoint Rates (continued)

Job Title	County Midpoint Salary Range Rate	Market Average Midpoint Salary Range Rate	County as a Percent of Market Average Rate
Lieutenant	\$68,443	\$87,934	-22.2%
Management Assistant	\$42,671	\$48,584	-12.2%
Network Administrator	\$80,683	\$64,698	+24.7%
Office Manager	\$47,143	\$57,180	-17.6%
Planner	\$66,747	\$68,557	-2.6%
Planning Assistant	\$48,630	\$45,073	+7.9%
Property Transfer Compliance Recorder	\$45,334	\$44,794	+1.2%
Road Division Director	\$85,300	\$91,671	-6.9%
Road Maintenance Supervisor	\$49,546	\$58,296	-15.0%
Road Maintainer II	\$41,829	\$41,821	+0.0%
Senior Administrative Clerk	\$38,979	\$39,651	-1.7%
Senior Court Clerk	\$42,671	\$53,124	-19.7%
Senior Deputy District Attorney	\$86,455	\$97,299	-11.1%
Senior Road Maintainer	\$44,855	\$48,919	-8.3%
Senior Sign Maintenance Technician	\$48,069	\$45,175	+6.4%
Sergeant	\$59,644	\$69,674	-14.4%
Transportation Specialist	\$27,019	\$37,426	-27.8%
Utility Director	\$85,300	\$88,126	-3.2%

Competitive Compensation Analysis

Private Sector Salary Range Midpoint Rate

A majority of the County's jobs only exist in the public sector. However, there are jobs that are interchangeable between the public and private sectors. PCG has identified those positions that have valid comparable labor market data and constructed a comparison of those sectors.

The midpoint of the salary range represents the midpoint of the range of pay that an employer will pay for a job/skill set. This is usually understood to be where the organization would set the pay rate for an incumbent who has a journey-level education and experience. From an experience level this is generally understood to be 4-5 years.

The chart on page 27 shows the overall comparison of the private sector competitive labor market salary range midpoint rates and the County's comparable salary range midpoint rates.

Competitive Compensation Analysis

Salary Range Midpoint Rates – Private Sector Employers

Job Title	County Midpoint Salary Range Rate	Market Average Midpoint Salary Range Rate	County as a Percent of Market Average Rate
Accountant	\$57,512	\$61,700	-6.8%
Accounting Supervisor	\$70,190	\$70,200	0.0%
Accounting Technician	\$45,334	\$43,300	+4.7%
Administrative Clerk II	\$34,642	\$32,100	+7.9%
Comptroller	\$85,300	\$123,700	-31.0%
Custodian	\$28,402	\$33,300	-14.7%
Human Resources Assistant	\$53,092	\$50,400	+5.3%
Human Resources Director	\$85,300	\$102,600	-16.9%
IT Director	\$85,300	\$113,200	-24.6%
Legal Assistant II	\$46,706	\$51,200	-8.8%
Management Assistant	\$42,671	\$41,800	+2.1%
Network Administrator	\$80,683	\$84,400	-4.4%
Office Manager	\$47,143	\$51,500	-8.5%
Senior Administrative Clerk	\$38,279	\$41,000	-6.6%

Competitive Compensation Analysis

County in comparison to market segment averages – Minimum Salary Range Rate

County as a Percent of Public Sector
-10.6%

County in comparison to market segment averages – Maximum Salary Range Rate

County as a Percent of Public Sector
-7.4%

County in comparison to market segment averages – Midpoint Salary Range Rate

County as a Percent of Public Sector	County as a Percent of Private Sector
-9.0%	-8.3%

Competitive Benefits Analysis

Medical Benefits

Information on premiums for medical insurance coverage was obtained through PCG’s survey of comparable Nevada public sector organizations. Comparisons of medical contribution rates are appropriate at the local level since healthcare markets vary significantly amongst regional areas due to a variety of supply, regulations and competitive demographics.

Comparisons were made to organization’s most expensive plans and benchmarked to the County’s PPO Plan.

Employer monthly contribution cost:

Coverage Level	County	Nevada Public Sector
Employee Only	\$592.20	\$664.27
Employee + Child	\$698.30	\$804.93
Employee + Spouse	\$737.66	\$812.38
Employee + Family	\$792.20	\$917.24

Employee monthly contribution cost:

Coverage Level	County	Nevada Public Sector
Employee Only	\$41.09	\$0.00
Employee + Child	\$313.21	\$354.84
Employee + Spouse	\$414.16	\$502.83
Employee + Family	\$820.60	\$870.52

Competitive Benefits Analysis

Medical Benefits (continued)

County as a percentage of market - Employer contribution percentage:

Coverage Level	% of Nevada Public Sector
Employee Only	-10.8%
Employee + Child	-13.2%
Employee + Spouse	-9.2%
Employee + Family	-13.6%

County as a percentage of market - Employee contribution percentage:

Coverage Level	% of Nevada Public Sector
Employee Only	N/A
Employee + Child	-11.7%
Employee + Spouse	-17.6%
Employee + Family	-5.7%

Note:

- A negative number represents the percentage that County/Employee contribution is *less than* the market average.
- A positive number represents the percentage that County/Employee contribution is *more than* the market average.

It is important to mention that the County experienced a 5% reduction to medical insurance costs last year. This is at the same time that Nevada employers experienced an average of 9.2% increase to medical insurance costs*.

*Source: 2016 Kaiser/HRET Survey of Employer-Sponsored Health Benefits

Competitive Benefits Analysis

Holidays Paid

County Paid Days per Year	Nevada Public Sector Average Paid Days per Year
11	11

Personal Leave

Years of Service	County Paid Days per Year	Nevada Public Sector Average Paid Days per Year
0 through 5	15	14
6 through 10	21	18
11 through 15	21	21
16 through 20	21	23
21+	21	23

Sick Leave

County Paid Days per Year	Nevada Public Sector Average Paid Days per Year
15	14

Competitive Benefits Analysis

Supplemental Compensation Practices – Lyon County Sheriff’s Employee Association (LCSEA)

Agency	Acting Pay	Field Training Officer Pay	Holiday Worked Rate	Shift Differential	Standby Pay
Nye County	8% of Base	4% of Base	2.5 times hourly rate	\$2.00 hour Both shifts	18% of Base
Churchill County	3% of Base	5% of Base	1.5 times hourly rate	5% of Base – Swing 9% of Base - Grave	\$2.00 hour
Elko County			2.0 times hourly rate	\$1.75 hour Both shifts	\$2.50 hour
Carson City	5% of Base	5% of Base	2.5 times hourly rate	\$1.50 hour Both shifts	1.5 times hourly rate
Humboldt County		\$1.50 Hour	2.5 times hourly rate	\$2.00 hour Both shifts	\$1.75 hour
Douglas County	FTO hourly rate	\$3.50 Hour	2.5 times hourly rate	\$11 per shift	\$3.00 hour
Lyon County	5% of Base	\$1.00 Hour	2.5 times hourly rate	\$0.75 hour – Swing \$1.00 hour - Grave	12.5% of hourly rate

Competitive Benefits Analysis

Supplemental Compensation Practices – Lyon County Sheriff’s Employee Association (LCSEA)

Agency	Uniform Allowance	Special Assignment Pay
Nye County	\$911	4% of Base
Churchill County		5% of Base
Elko County	\$1,500	
Carson City	\$850	10% of Base-Detective
Humboldt County	\$1,750	
Douglas County	\$1,200	Up to %5 of Base
Lyon County	\$800 +replacement costs	\$1.00 hour

Competitive Benefits Analysis

Supplemental Compensation Practices – Lyon County Sheriff’s Employee Association (LCSEA)

Agency	Vacation Leave Hours (Annual)				
	0 ≤ 4 YOS	5 ≤ 9 YOS	10 ≤ 14 YOS	15 ≤ 19 YOS	20+ YOS
Nye County	96	120	144	168	168
Churchill County	96	144	168	192	216
Douglas County	80	132	152	168	168
Carson City	120	168	168	168	168
Humboldt County	120	120	160	160	160
Elko County	80	120	144	160	160
Average	99	134	156	169	173
Lyon County	120	168	168	168	168

Agency	Sick Leave Hours	
	Annual Allowance	Maximum Accrual
Nye County	120	No Max
Churchill County	120	No Max
Douglas County	120	No Max
Carson City	120	No Max
Humboldt County	120	980 hours
Elko County	120	1,200 hours
Lyon County	120	1,250 hours

Competitive Benefits Analysis

Supplemental Compensation Practices – Lyon County Sheriff’s Employee Association (LCSEA)

Agency	Educational Incentive Pay	
	POST-Intermediate	POST-Advanced
Nye County	2% of hourly rate	2% of hourly rate
Churchill County	\$150 annual	\$250 annual
Lyon County	\$250 annual	\$500 annual
Douglas County	\$686.40 annual	\$1,040 annual
Carson City	\$500 annual	\$1,000 annual
Humboldt County		\$250 one time payment
Elko County		
Lyon County	\$250 annual	\$500 annual

V. Summary and Recommendations

Classification Structure

Methodology

PCG was tasked with provision of a recommendation on a new classification and compensation structure for the County to consider that would provide a balance between internal equity and external competitiveness. It would also need to be constructed in a way that would allow internal Human Resources staff the means to be able to maintain in a viable and equitable manner.

The recommended structure mirrors the ten (10) job categories used by the Equal Employment Opportunity Commission (EEOC) to classify employees at all employer and industry groupings in the United States. The classification plan is included in Appendix A of this report. The County classification structure grades and corresponding EEOC job categories definitions are listed as follows:

Grades A1 – A4

Administrative Support – Occupations in which employees are responsible for internal and external communications, retrieval and recording of data and/or information required in an office.

Grades A1 – A4

Service/Maintenance – Occupations in which employees perform duties which result in or contribute to the comfort, convenience, hygiene, or safety of the general public or contribute to the upkeep and care of buildings, facilities or grounds of public properties. Employees in this group may operate machinery.

Grade T1 – T4

Paraprofessionals – Occupations in which employees perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical staff.

Classification Structure

Methodology (continued)

Grades T1 – T4

Technicians – Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

Grades T1 – T4

Skilled Craft Workers – Occupations in which employees perform jobs which require manual skill and a thorough and comprehensive knowledge of the process involved in the work which is acquired through on-the-job training OR through apprenticeship or other formal training programs.

Grades P1 – P2

Professionals – Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides considerable knowledge.

Grades M1, M2, D1, D2, D3, E1

Supervisors, Managers, Directors and Executives – Occupations that are designated by the organization for responsibility over staff in a unit/division and has the authority to discipline, hire and terminate.

Compensation Structure

Base Salaries

In setting the compensation of an individual employee, the County should consider such criteria as experience, value to the organization, scope and complexity of the position in relation to other positions at the same pay grade level. Par (average) performers are typically compensated at market rates and sub-par performers are typically compensated at below market rates. Consistent high level performers should be paid at or above the market rate for their jobs.

PCG has recommended different wage structure options to assist in collective bargaining negotiations. Based upon the results of the negotiations pay ranges will be constructed that will bring external equity to the County's compensation structure.

PCG has recommended compensation structures that take into account labor market trends and avoid compression with among occupational groups. It is critical that appropriate spacing is maintained so as to enable promotion opportunities and retention of internal talent.

The County will develop solutions to transition issues from the existing to the new system, such as classification seniority, red circles and green circles (over range maximum and under range minimum rates), pay placement, etc.

NOTE: Actual incumbent employee pay level and position within the range is determined by years of service, performance and the individual's knowledge, skills and experience.

Compensation Structure

Salary Ranges

PCG has utilized public sector labor market averages for salary range midpoint rates to construct and benchmark the County's new compensation ranges. This is based upon:

- Average base salary rates reflect wages currently being paid to an organization's incumbents. It carries a bias in that an organization could be paying high or low rates due to a variety of factors. Example: With recent downsizing in local public sector agencies, the higher seniority (higher paid) incumbents remain employed. This drives up the salary rate and does not reflect the reality of the worth of the job.
- Pay structure rates reflect what value the organization has determined for a particular skill set (job). This provides an objective and measurable indicator of how other organizations value a job/skill set.
- The midpoint rate reflects pay at the journey-level of a particular job. This is a professionally accepted data point used to construct a pay range that reflects the breadth of skill sets within a particular job and allows for valid pay range construction.
- The Nevada Public Sector is the primary labor market from which the County competes for talent (attraction and retention) for the majority of its jobs.
- County staff will be able to obtain pay range information more readily in order that they can benchmark and maintain the system in the future.

Summary and Recommendations

Medical Plan Premiums:

The following data is sourced from the 2016 Kaiser/HRET Survey of Employer-Sponsored Health Benefits:

- Nationally, 88% of employees with employee only coverage contribute towards their premiums.
- Medical premium inflation has averaged 5% annually since 2011.

In Nevada:

- Employees with Employee Only coverage pay an average of 18.9 % of the total premium cost for their medical insurance.
- Employees with Employee+1 coverage pay an average of 26.1% of the total premium cost for their medical insurance.
- Employees with Family coverage pay an average of 22.9% of the total premium cost for their medical insurance.

County employees pay:

- 6.5% of the total premium cost for Employee Only coverage
- 31% of the total premium cost for Employee + Child coverage
- 36% of the total premium cost for Employee + Spouse coverage
- 50.9% of the total premium cost for Family coverage.

Summary and Recommendations

System Maintenance:

The market positioning of the County's jobs should be reviewed at a minimum every twenty-four (24) months. This will provide needed data necessary for use in calculating adjustments to the wage structure based upon labor market movement.

There should be an established policy to ensure that a journey-level employee's base compensation be $\pm 10\%$ of the comparable labor market average midpoint rate for their particular classification.

New jobs should be benched to the market to provide relevant salary data that will assist in recruitment and retention. It will also be of importance in the maintenance of the compensation system.

New jobs and reclassifications can be classified by County Human Resources staff using the classification system template developed by the PCG. The measures that were developed for the new system should make it easier to process these requests and ensure internal equity within the existing system.

Summary and Recommendations

Overtime Eligibility:

Standard practice during a Classification portion of a study is to conduct Fair Labor Standards Act (FLSA) tests on job classifications to determine whether they are eligible for overtime pay rights. These tests are outlined in the FLSA and were revised by the Department of Labor and revisions made mandatory for all US employers effective August 23, 2004. Test documentation for all classifications determined to be exempt from the FLSA (ineligible for overtime pay rights) will be supplied to the County by PCG at the conclusion of the study.

All US employers must comply with the FLSA. An employee's rights under the law may not be negotiated away by either the organization or the employee.

NOTE: On May 18, 2016, the United States Department of Labor (DOL) posted the final regulatory changes to the FLSA that will become effective December 1, 2016. The Consultant will use this new guidance when conducting exemption tests and will provide appropriate compliance documentation.

Appendix A

Classification Structure

LYON COUNTY CLASSIFICATION STRUCTURE

Administrative & Operational Support

Grade A1

Custodian
District Court Clerk I
Food Service Assistant
Justice Court Clerk I
Library Assistant
Office Assistant
Transportation Specialist

Grade A2

Building & Grounds Maintenance Worker
Child Support Case Worker
Community Service Work Coordinator
District Court Clerk II
Human Services Intake Assistant
Jail Room Control Room Operator
Justice Court Clerk II
Public Safety Dispatcher
Senior Custodian
Senior Food Service Assistant
Senior Office Assistant
Senior Transportation Specialist
Utilities Meter Technician
Water Distribution Technician I

LYON COUNTY CLASSIFICATION STRUCTURE

Administrative & Operational Support (continued)

Grade A3

Administrative Assistant
Case Manager
Legal Assistant
Library Technician
Road Maintainer
RPTT Auditor
Senior Building and Grounds Worker
Senior District Court Clerk
Senior Justice Court Clerk
Sign Maintenance Technician
Warrants & Extradition Coordinator
Water Distribution Technician II
WIC Specialist

Grade A4

Accounting Technician
Evidence Technician
Judicial Assistant
Mapping Administrator
Records Administrator
Senior Case Manager
Senior Road Maintainer
Water Distribution Technician III

LYON COUNTY CLASSIFICATION STRUCTURE

Technicians & Trades

Grade T1

Animal Control Officer
Appraiser Trainee
Building Inspector I
Desktop Services Technician
Electrical/Mechanical Technician I
Payroll Technician
Planning Technician
Wastewater Systems Technician I
Water Production Technician I
Web Administrator

Grade T2

Appraiser
Building Inspector II
Code Enforcement Officer
Electrical/Mechanical Technician II
Fleet Services Technician
Maintenance Technician
Wastewater Systems Technician II
Water Production Technician II

Grade T3

Bailiff
Deputy Juvenile Probation Officer
Electrical/Mechanical Technician III
Senior Appraiser
Senior Building Inspector
Senior Fleet Services Technician
Utilities Construction Manager
Wastewater Systems Technician III
Water Production Technician III

LYON COUNTY CLASSIFICATION STRUCTURE

Technicians & Trades (continued)

Grade T4

Chief Property Appraiser

Professionals

Grade P1

Accountant

Planner

Pretrial Services Officer

Program Analyst

Wastewater Chief Operator

Grade P2

Human Resources Generalist

Network Administrator

Senior Planner

LYON COUNTY CLASSIFICATION STRUCTURE

Supervisors/Managers

Grade M1

Animal Services Supervisor
Child Support Supervisor
Chief Deputy Assessor
Chief Deputy Clerk/Treasurer
Custodial Supervisor
Library Branch Manager
Office Supervisor
Public Safety Dispatch Supervisor
Senior Center Supervisor
Sheriff's Records Manager

Grade M2

Accounting Supervisor
Administrative Services Manager
Building & Grounds Supervisor
Building Official
Chief Deputy Juvenile Probation Officer
District Court Administrator
Fleet Services Supervisor
Human Services Manager
Public Safety Dispatch Manager
Road Maintenance Supervisor
Wastewater Superintendent
Water Superintendent

LYON COUNTY CLASSIFICATION STRUCTURE

Directors

Grade D1

Facilities and Fleet Services Director
Library Director
Road Maintenance Director
Public Guardian

Grade D2

Bureau Commander
Chief Juvenile Probation Officer
Community Development Director
Human Resources Director
Human Services Director
Information Technology Director
Utilities Director

Grade D3

Comptroller

Executives

Grade E1

County Manager

LYON COUNTY CLASSIFICATION STRUCTURE

Public Safety

PS1

Deputy Sheriff

PS2

Sergeant

PS3

Lieutenant

LYON COUNTY CLASSIFICATION STRUCTURE

Legal

L1

Law Clerk

L2

Deputy District Attorney

L3

Senior Deputy District Attorney

L4

Chief Deputy District Attorney

Appendix B

Compensation Survey Participants

Nevada Public Sector Employer Survey Participants

Counties
Carson City
Churchill
Douglas
Elko
Humboldt
Nye

AGENDA SUMMARY



1:30 P.M. - Workshop

MEETING DATE: October 6, 2016

TITLE: **1:30 P.M. – Workshop** – For Possible Action: To approve, deny, revise the following components of the draft Title 15 Land Use and Development Code:

- 15.100 Impact Fees
- 15.101 Reserved
- 15.102 Reserved
- 15.103 Reserved
- 15.104 Reserved
- 15.105 Reserved
- 15.106 Reserved
- 15.107 Reserved
- 15.108 Reserved
- 15.109 Reserved
- 15.110 Development Agreements
- 15.111 Reserved
- 15.112 Reserved
- 15.113 Reserved
- 15.114 Reserved
- 15.115 Density Bonus Agreements
- 15.116 Reserved
- 15.117 Reserved
- 15.118 Reserved
- 15.119 Reserved
- 15.120 Reimbursement Agreements
- 15.121 Reserved
- 15.122 Reserved
- 15.123 Reserved
- 15.124 Reserved
- 15.125 Reserved

SUMMARY: Approve, deny or revise the above components of the draft Title 5 Land Use and Development code.

RECOMMENDED ACTION AND/OR ALTERNATIVES:

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION:

LIST OF ATTACHMENTS:

15.100 – 15.125

LYON COUNTY



TITLE 15

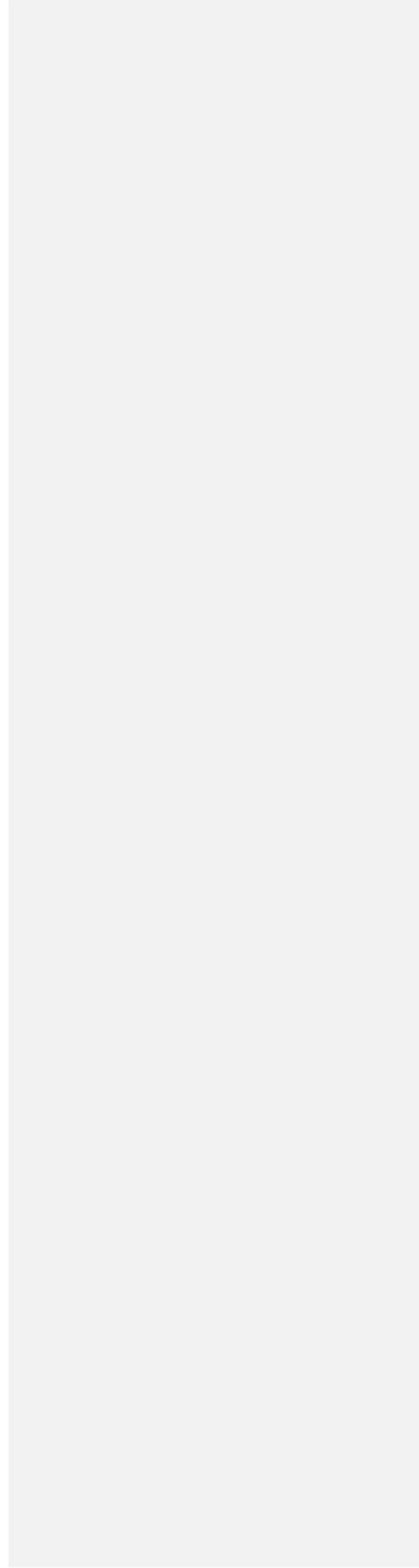
LAND USE AND DEVELOPMENT CODE

AGREEMENTS AND INCENTIVES

CHAPTERS 15.100 – 15.125

January 21, 2016 Ordinance Draft

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6 15.100.03 Procedure 15.100-1

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9 Chapter 15.103 Reserved 15.103-1

10 Chapter 15.104 Reserved 15.104-1

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12 Chapter 15.106 Reserved 15.106-1

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23 15.110.07 Amendments to Approved Development Agreements ~~15.110-3~~ 15.110-415.110-3

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25 Chapter 15.112 – Reserved 15.112-1

26 Chapter 15.113 – Reserved 15.113-1

27 Chapter 15.114 – Reserved 15.114-1

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24

25

1 **TITLE 15.**2 **Chapter 15.100 Impact Fees**

3

4 **15.100.01 Definitions**

5 As used in this chapter, unless the context otherwise requires, the words and terms have the meanings
6 ascribed to them in NRS 278B.010 to 278B.140, inclusive.

7

8 **15.100.02 Applicability**

9 A. The board may consider the imposition of impact fees on new development as a potential revenue
10 source for construction or expansion of capital improvements projects in the formation and annual
11 revision of the five-year capital improvement plan.

12

13 B. In reviewing any application for new development, including, but not limited to approval of a tentative
14 subdivision map, planned development, specific plan, special use permit or design review for commercial
15 or industrial property which adds or increases the number of service units to be served by capital
16 improvements projects, the department, commission and board shall determine whether the new
17 development is likely to require construction or expansion of capital improvement projects, and may
18 employ the provisions of chapter 278B of NRS to fund the same. In the event it determines to do so, then
19 approval of the new development in question shall be conditioned on participation in such a program.

20

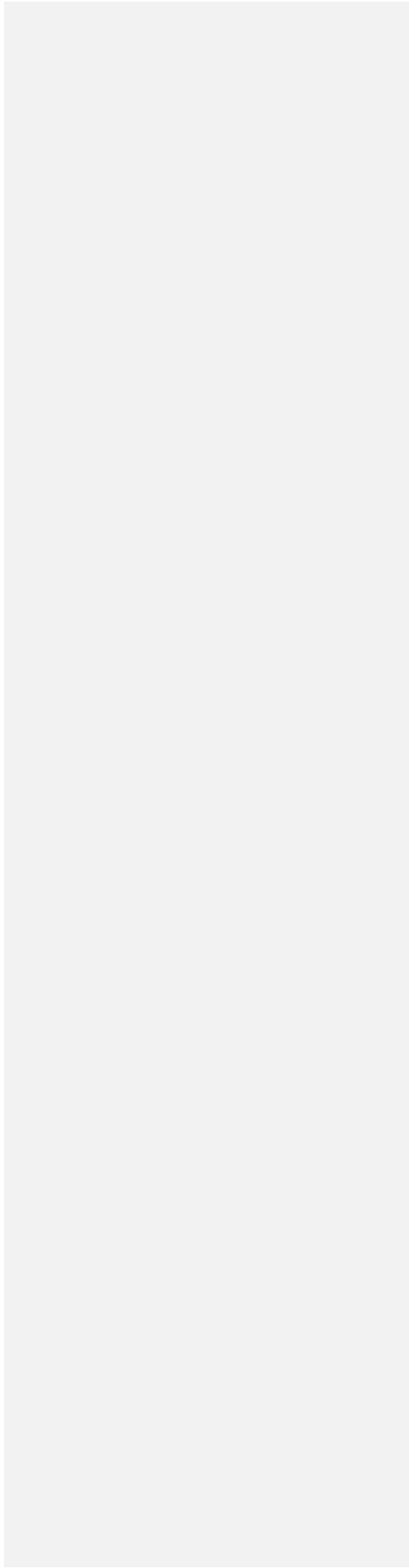
21 **15.100.03 Procedure**

22 If the board determines to proceed with the imposition of impact fees, it shall follow the procedure
23 provided by chapter 278B of NRS. The commission shall serve as the capital improvements advisory
24 committee, the membership of which may be augmented as provided in NRS 278B.150, to meet the
25 requirements thereof.

26

- 1 Chapter 15.101 Reserved
- 2
- 3 Chapter 15.102 Reserved
- 4
- 5 Chapter 15.103 Reserved
- 6
- 7 Chapter 15.104 Reserved
- 8
- 9 Chapter 15.105 Reserved
- 10
- 11 Chapter 15.106 Reserved
- 12
- 13 Chapter 15.107 Reserved
- 14
- 15 Chapter 15.108 Reserved
- 16
- 17 Chapter 15.109 Reserved
- 18

DRAFT



1 **Chapter 15.110 Development Agreements**

2

3 **15.110.01 Purpose**

4 An agreement for the development of land as authorized by NRS 278.0201 through 278.0207 et seq.,
5 may be approved as is set forth in this chapter.

6

7 **15.110.02 General Provisions**

8 A. Agreement Requirements: Any owner, developer, or other person, party, or corporation authorized by
9 NRS 278.0201 desiring to enter into an agreement with the county for the development of land must:

- 10 1. Prepare a brief statement summarizing the proposed provisions and justification of such
11 development agreement for review by the board prior to submission of a formal application with the
12 director; and
13 2. Submit a complete application for a land development agreement based on the direction and
14 recommendations of the board with the director.

15

16 B. Proposal of Land Development Agreement: The application must be accompanied by a proposed
17 land development agreement addressing those matters which are authorized by the NRS to be
18 addressed in agreements for the development of land, and such other documentation and/or materials as
19 required by the director.

20

21 C. Contents of Agreement: Consistent with NRS 278.0201(2)(a) if applicable, the development
22 agreement must:

- 23 1. Describe the land which is the subject of the agreement;
24 2. Specify the duration of the agreement;

25 3. Specify what events will constitute breach of the agreement; and

26 4. Provide periods during which any breach may be cured.

27 Should NRS 278.0201(2)(a) and the required items identified, above be determined to be different,

28 the requirements within NRS 278.0201(2)(a) shall prevail.

29

The development agreement may contain (if applicable) provisions specifying or relating to:

- ~~1. 35.~~ Specify the permitted uses of the land, the density or intensity of the land-use of the land, and the maximum height and size of any proposed buildings;
- ~~2. 46.~~ Include provisions for the reservation or dedication of any portion of land for public use or the payment of fees in lieu thereof;
- ~~3. 7.~~ Protection of environmentally sensitive lands;
- ~~4. 8.~~ Preservation and restoration of historic structures;
- ~~5. 9.~~ The phasing or timing of construction or development on the land, including, without limitation, the dates on which all or any part of the construction or development must commence and be completed, and the terms on which any deadline may be extended;
- ~~6. 40.~~ The conditions, terms, restrictions and requirements for infrastructure on the land and the financing of the public infrastructure by a person having a legal or equitable interest in the land;
- ~~7. 44.~~ The conditions, terms, restrictions and requirements for annexation of land by the County and the phasing or timing of annexation by the County;
- ~~42.~~ The conditions, terms, restrictions and requirements relating to the intent of the Board to include the land in an improvement district created pursuant to Chapter 271 of NRS;
- ~~2.8. 5.~~ Fix the period within which construction must commence and provide for an extension of that deadline; and
- ~~9. 613.~~ Require the land developer to make any and all improvements as required by the board, the department, and/or other county departments. Said improvements shall be completed by the developer at his own expense and within the specified time. In addition, the agreement may require the developer to secure his promise to make improvements by providing a bond, cash deposit, or other approved security.
10. A schedule of fees and charges; and
- ~~3-11.~~ Any other matters relating to the development of the land.

15.110.03 Review of Agreement

A. The application and proposed agreements shall be reviewed by the district attorney and all other local and state governmental entities which have jurisdiction over the development.

B. Upon completion of the review of the proposed agreement, the proposed agreement for development of land shall be submitted to the commission for a public hearing set and noticed as prescribed in chapters 15.09 and 15.10.

C. The commission shall prepare a recommendation to the board whether to accept, reject or conditionally accept the agreement for the development of land.

15.110.04 Board Action

A. Upon receiving a recommendation from the commission on a proposed development agreement, the board shall hold a public hearing. The hearing shall be set and notice given as prescribed in chapters 15.09 and 15.10. ~~The hearing may be continued.~~

B. Following the closing of a public hearing, the board shall determine if the development agreement is consistent with the findings contained within 15.210.05. If determined to be consistent, the board shall introduce an ordinance adopting the development agreement.

C. Following introduction, a second reading shall be held and based on the testimony provided at the hearing, the ordinance shall be adopted, denied or continued.

15.110.05 Required Findings for Approval

Prior to taking an action to approve a development agreement, the board shall find as follows:

A. The proposed development agreement conforms to the maps and policies of the master plan and any applicable specific plan.

- 1 B. The proposed development agreement complies with the requirements of NRS.
2
- 3 C. The proposed development agreement is consistent with Title 15 and all other applicable codes and
4 ordinances.
5
- 6 D. The proposed development agreement will not be detrimental to or cause adverse effects to adjacent
7 property owners, residents, or the general public and that provisions have been included to address the
8 completion or phasing of improvements as well as provisions to address abandonment of the project.
9
- 10 E. The proposed development agreement provides clear and substantial benefit to the residents of the
11 county.
12

13 **15.110.06 Ongoing Review**

14 The board shall review all approved development agreements at least once every 24 months to
15 determine whether the applicant, or successor in interest, is demonstrating good faith compliance with the
16 terms of the agreement. ~~This review process may require the submittal of an application form and~~
17 ~~materials as established by resolution. The ongoing review of a development agreement shall cease at~~
18 ~~the completion of construction per the approved project plans.~~

20 **15.110.07 Amendments to Approved Development Agreements**

21 Any amendment to an approved development agreement shall be reviewed and adopted pursuant to the
22 procedures outlined in this chapter for a new application.
23

1 Chapter 15.111 – Reserved

2

3 Chapter 15.112 – Reserved

4

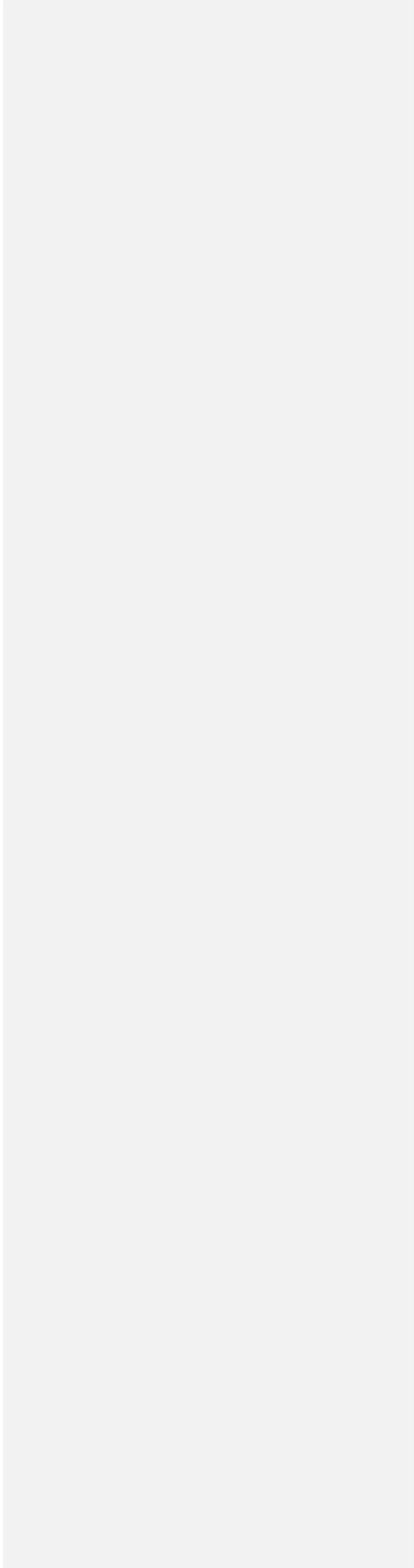
5 Chapter 15.113 – Reserved

6

7 Chapter 15.114 – Reserved

8

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1 **Chapter 15.115 Density Bonus Agreements**

2 **15.115.01 Purpose**

3 This chapter provides procedures and requirements for the consideration of density bonus and affordable
4 housing agreements for the purposes specified in and as authorized by NRS.

5
6 **15.115.02 General Provisions**

7 All density bonus and affordable housing agreements filed with the county shall be in compliance with the
8 following:

9 A. Only a qualified applicant may file an application. A qualified applicant is a person who has a legal or
10 equitable interest in the real property which is the subject of the agreement, or an authorized agent of a
11 person who has a legal or equitable interest. Where a density bonus agreement is sought for affordable
12 housing, the applicant must submit an application for low income housing tax credits through the state's
13 low income housing tax credit program. A copy of the application must be included with the density bonus
14 agreement application with the county.—The director may require an applicant to submit a title report or
15 other evidence satisfactory to the department to verify the applicant's interest in the real property and of
16 the authority of the agent to act for the applicant.

17
18 B. Where a density bonus or affordable housing request does not involve an existing development, the
19 application shall be filed concurrently with all other development applications for the property.

20
21 C. The density bonus or affordable housing agreement may only be requested for development projects
22 consisting of ten (10) or more dwelling units, prior to any density increase.

23
24 D. For the purposes of this chapter, a density bonus shall mean an increase in residential density from
25 that otherwise allowable under the master-plan zoning (the base density) in return for provision of housing
26 at affordable levels or development carried out in accordance with the provisions of chapters 15.340
27 through 15.350, where an increase in density is authorized in exchange for provision of a specific public
28 benefit, such as limitations on floodplain development or provision of public open space or creation of an
29 affordable housing development.

1
2 E. When determining the number of units which are affordable, the density bonus shall not be included.

3
4 F. When calculating base density or density bonus numbers, any fractional portion of a unit shall be
5 rounded down.

6
7 G. For any density bonus or affordable housing agreement approved under the provisions of this
8 chapter, the developer shall agree to ensure continued affordability of all restricted income density bonus
9 units for no less than 30 years for rental projects and 15 years for projects involving the sale of individual
10 dwelling units, or when a density bonus is granted in exchange for permanent restriction of development
11 the developer shall ensure that a protection mechanism meeting the requirements of section 15.340.08 is
12 established.

13
14 **15.115.03 Application Procedures**

15 A. An application for a density bonus or affordable housing agreement shall be made on a form provided
16 for that purpose by the department, along with the required fee or deposit ~~established by resolution.~~

17
18 B. The application shall be accompanied by the original draft density bonus or affordable housing
19 agreement and any other submittal materials listed on the application. The agreement shall be in the
20 county approved form ~~(e.g. restricted covenant or other similar form acceptable to the county)~~ and may
21 include the following provisions as well as any other deemed necessary by the county during review of
22 specific proposals:

23 1. The terms and conditions of the agreement shall run with the land, which ~~assures that certain of~~
24 ~~the units to be developed on the land will be used solely by qualified occupants as affordable housing to~~
25 ~~be developed,~~ shall be binding upon ~~any or~~ all successors in interest of the developer ~~unless released~~
26 ~~and terminated by the county,~~ and shall be recorded in the office of the county recorder, prior to issuance
27 of any building ~~or grading~~ permits for the project;

Comment [DS1]: DISCUSS - Why Grading Permit?

2. The developer shall give the county the continuing right-of-first-refusal to purchase or lease any or all of the designated units at the fair market value;

3. The deeds to the designated units shall contain a covenant stating that the developer and his or her successors in interest shall not sell, rent, lease, sublet, assign, or otherwise transfer any interest in the same without the written approval of the county confirming that the sales price of the units is consistent with the limits established for very low, low or moderate income households, which shall be related to the ~~consumer price index~~ Annual Medium Income ("AMI") for a family of four in Lyon County, Nevada as determined by the United States Department of Housing and Urban Development ("HUD");

4. The county shall have the authority to enter into other agreements with the developer or purchasers of the dwelling units, as may be necessary to assure that the required dwelling units are continuously occupied by eligible households.

C. The department may require that the developer provide additional information necessary for the board to determine whether the density bonus agreement is consistent with the objectives of the adopted master plan and any applicable specific plan. This may include, but is not limited to, market feasibility or absorption studies for the proposed project, evaluation of conservation benefits or resource protections to be obtained.

15.115.04 Action by Board

A. Upon receiving a recommendation from the department on a proposed density bonus agreement, the board shall hold a public hearing. The hearing shall be set and notice given as prescribed in chapters 15.09 and 15.10. The hearing may be continued from time to time.

B. Following the closing of a public hearing, the board shall determine if the density bonus agreement is consistent with the findings contained within section 15.115.05. If determined to be consistent, the board shall introduce an ordinance adopting the density bonus agreement.

Comment [RP2]: Current language relates the income limits on the Consumer Price Index when it should be based on the Annual Median Income numbers from HUD.

Comment [DS3]: Possible modification to address restricted covenant agreement or similar.

1 C. Following introduction, a second reading of the ordinance adopting the agreement shall be held and
2 based on the testimony provided at the hearing, the ordinance shall be adopted, denied or continued.

3

4 **15.115.05 Required Findings for Approval**

5 Prior to taking an action to approve or recommend approval of a density bonus or affordable housing
6 agreement, the board shall find as follows:

7

8 A. The proposed agreement is consistent with the maps and policies of the master plan and any
9 applicable specific plan;

10

11 B. The proposed agreement complies with the requirements of NRS;

12

13 C. The granting of the proposed agreement will result in provision of housing for persons with special
14 needs, as identified in the county's affordable housing element, or the permanent protection of natural
15 resources or lands of significant environmental value;

16

17 D. Where a density bonus is proposed, that the granting of the proposed density bonus will not have an
18 adverse impact on adjacent properties or on the general public.

19

20 **15.115.06 Ongoing Review**

21 The board shall review all approved density bonus or affordable housing agreements at least once every
22 24 months to determine whether the applicant, or successor in interest thereto, is demonstrating good
23 faith compliance with the terms of the agreement. This review process may require the submittal of an
24 application form and materials as established by resolution.

25

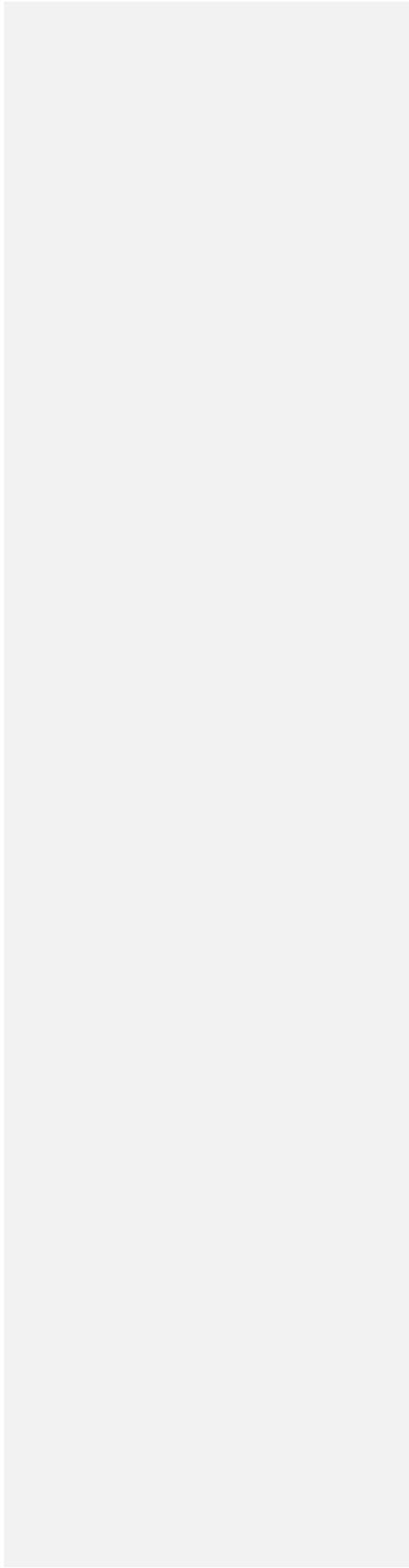
26 **15.115.07 Amendments to Approved Density Bonus and Affordable Housing Agreements**

27 Any amendment to a previously-approved density bonus or affordable housing agreement shall be
28 reviewed pursuant to the procedures outlined in this chapter for a new application.

29

- 1 Chapter 15.116 – Reserved
- 2
- 3 Chapter 15.117 – Reserved
- 4
- 5 Chapter 15.118 – Reserved
- 6
- 7 Chapter 15.119 – Reserved
- 8

DRAFT



1 **Chapter 15.120 Reimbursement Agreements**

2

3 **15.120.01 Purpose and Applicability**

4 The purpose of this chapter is to provide for agreements for reimbursement of the costs of constructing
5 capital improvements or public facilities which result in a benefit to the community and subsequent
6 development.

7

8 **15.120.02 General Provisions**

9 When the owner or developer of property funds construction of capital improvements or public facilities
10 likely to be served by future or other development, it may request, as part of its approval, that the county
11 enter a reimbursement agreement.

12

13 **15.120.03 Application Procedure**

14 A. The request for reimbursement agreement shall be made and filed together with the application for
15 tentative subdivision, planned development or specific plan approval. The board or commission may
16 permit a request for reimbursement agreement to be filed following public hearings on the tentative
17 subdivision, planned development or specific plan if the hearings result in imposition of conditions for
18 approval that require the construction of qualifying capital improvements or public facilities.

19

20 B. The request for reimbursement agreement shall include a definition of the capital improvement or
21 public facility, the cost, with support materials, a reimbursement plan, a description of the benefit area and
22 the parcels included therein, and a method for determining the proportionate cost to be assessed against
23 such parcels, when developed.

24

25 C. An application for a reimbursement agreement shall be made on a form provided for that purpose by
26 the department, along with any required fee or deposit established by resolution.

27

28 D. The term of the reimbursement agreement shall not exceed ten (10) years [unless an alternative term](#)
29 [is mutually agreed by the County and the owner or developer.](#)

1

2 15.120.04 Action by the Planning Commission and Board

3 A. The commission shall consider the request for reimbursement agreement in connection with its
4 hearing on the application for tentative approval of the subdivision, planned development or specific plan,
5 and determine if the capital improvement or public facility is consistent with the master plan. If the
6 commission makes such a finding and recommends approval of the reimbursement agreement, then its
7 recommendation will be forwarded to the board for action.

8

9 B. At the board level, the public hearing on the request for reimbursement agreement may be held on
10 the same date as the application for tentative approval, but will be posted as a separate item on the
11 agenda, and separately noticed. In addition to the notice otherwise required by section 15.15.03, notice
12 and copies of the reimbursement plan shall be served on the owners of the affected parcels, at least ten
13 (10) days before the hearing.

14

15 15.120.05 Findings for Approval

16 The decision whether to enter a reimbursement agreement is discretionary, and nothing contained in this
17 chapter is intended to vest enforceable rights to a reimbursement agreement in any person. In
18 determining whether to enter a reimbursement agreement, the board shall make affirmative findings as
19 follows:

20

21 A. The cost of the capital improvement or public facility is reasonable and the reimbursement plan is fair
22 and equitable to the parcels to be charged thereunder.

23

24 B. Construction of the capital improvement or public facility is consistent with the master plan and
25 represents a substantial and measurable benefit to the community.

26

27 C. There are adequate existing or appropriately planned -resources for the annual operation and
28 maintenance of the facility.

29

1 | D. The costs of administering the reimbursement agreement have been advanced by the applicant and
2 | will not create an unreasonable burden of the county disproportionate to the size of the project and the
3 | benefit to the community.

4

5 | **15.120.06 Enforcement**

6 | Copies of the reimbursement agreement and plan shall be recorded [against each of the parcels within the](#)
7 | [approved benefit area](#) in the office of the Lyon County recorder and filed in the office of the department.

8 | When the owner of a parcel included in the [benefit area of the](#) reimbursement plan applies for a
9 | development permit for the parcel, he or she shall comply with the terms of the reimbursement agreement
10 | as a condition of the issuance of a permit.

11

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1 Chapter 15.121 – Reserved

2

3 Chapter 15.122 – Reserved

4

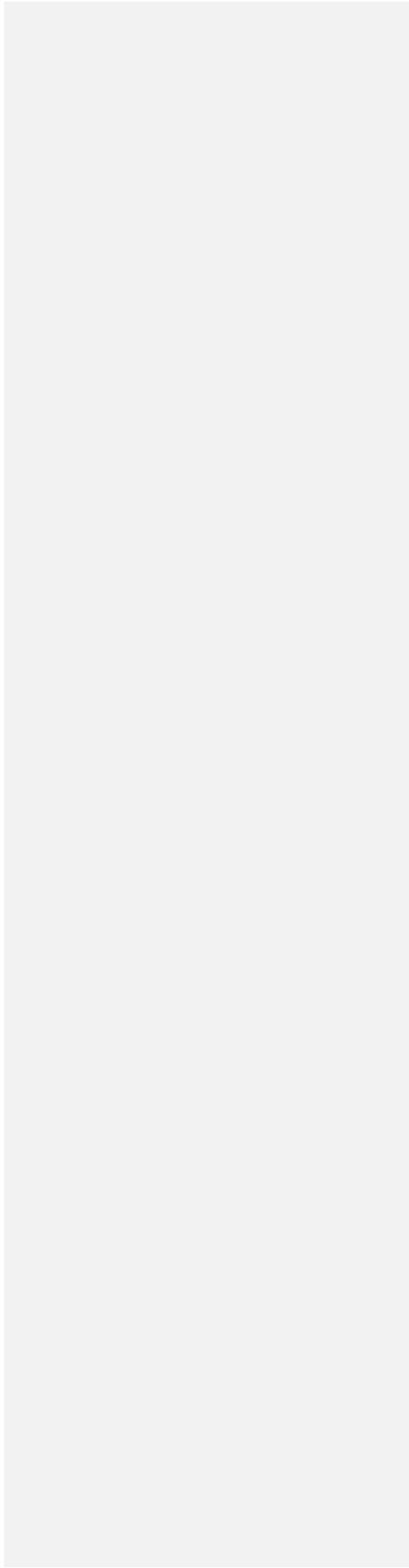
5 Chapter 15.123 – Reserved

6

7 Chapter 15.124 – Reserved

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1 Chapter 15.125 - Reserved

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