



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, APRIL 04, 2024
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447**

Join Zoom Meeting:

<https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09>

Meeting ID: 833 6868 6463 / Passcode: 896135

Mobile: 1-253-215-8782 / 1-346-248-7799

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

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

AGENDA

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

(No action will be taken on any item until it is properly agendized).

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting.

The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

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

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

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

1. Roll Call

2. Invocation given by Irene Albritton of First Christian Church

3. Pledge of Allegiance

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

5. For Possible Action: Review and adoption of agenda

6. Time Certain

- 6.a. Time Certain at 10:00 AM: For Presentation Only: Presentation on Child Abuse Prevention month.
- 6.b. Time Certain at 11:00 AM: For Possible Action: To Approve a Resolution of Lyon County's Support of a Lyon County Lands Bill and Associated Map.
 - [Lands Bill Resolution](#)
 - [Fernley Lands Bill Map](#)
 - [Lyon County Lands Bill Map 1](#)
 - [Lyon County Lands Bill Map 2](#)
- 6.c. Time Certain at 11:05 AM: For Possible Action: Discussion of the Bureau of Land Management's Utility-Scale Solar Programmatic Environmental Impact Statement and provide direction to the County Manager for a comment letter.
 - [Presentation](#)
 - [Solar BLM and Solar PEIS Maps](#)

7. Presentation of awards and/or recognition of accomplishments

8. Commissioners/County Manager reports

9. Elected Official's reports

- 9.a. For Report Only: Dayton Justice Court Statistics
- [January 2024 - Criminal and Civil Statistics](#)
 - [February 2024 - Criminal and Civil Statistics](#)

10. Appointed Official's reports

11. Advisory Board reports

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

- 12.a. For Possible Action: Review and accept claims and financial reports.
- [Claims Report March 1, 2024 to March 15, 2024](#)
 - [Cash Report March 15, 2024](#)
- 12.b. For Possible Action: Review and accept travel claims.
- [Travel Report March 1, 2024 to March 15, 2024](#)
- 12.c. For Possible Action: Approve March 21, 2024 Minutes
- [BOCC March 21, 2024 Minutes](#)
- 12.d. For Possible Action: Approve the purchase and terms and conditions of sale from Thermo Scientific Portable Analytical Instruments Inc. in the amount of \$60,065.94 for handheld drug analyzers, utilizing \$59,504 received from the State of Nevada Department of Public Safety Office of Criminal Justice Assistance Grant with the remaining balance using Lyon County Sheriff's Office budget, and authorize the County Manager to sign.
- [Thermo Scientific Portable Analytical Instruments Quote](#)
- 12.e. For Possible Action: Approve the purchase of a replacement ice machine for the Fairgrounds in the amount of \$8,000 to come out of contingency funds.
- [Estimate](#)
- 12.f. For Possible Action: Approve the use of Park Construction Tax funds to install a walking trail at Mark Twain Park and include the purchase and installation of benches and additional signage not to exceed \$45,000.
- [CLCPRB Letter of Transmittal](#)
- 12.g. For Possible Action: Approve food service agreement between Summit Food Service and Lyon County Sheriff's Office for an estimated total of \$350,719.74. This includes three meals a day at \$3.444 per meal for an average inmate population of 93.
- [Summit Food Service Agreement](#)
- 12.h. For Possible Action: Approve an agreement with the Walker River Irrigation District to lease 29.9459-acre feet of Lyon County Fairgrounds Stored Water Rights, until October 31, 2024, for \$147 per each acre-foot.
- [Lyon County Fairgrounds Stored Water Rights Application and Agreement](#)

- 12.i. For Possible Action: Approve an amended agreement with Capitol Reporters, Inc. for court reporter services in the amount of \$141,478, annually, with a term from August 1, 2024 through June 30, 2025.
 - [Contract for Court Reporter](#)
- 12.j. For Possible Action: Acknowledge resignation of Angela DeFord from the Stagecoach Advisory Board.
 - [Angela DeFord, Resignation](#)

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

13. Human Services

- 13.a. For Possible Action: Approve the services of independent contractor, Isabella Macabales, in an amount not to exceed \$16,900 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).
 - [FY24 Mobile Outreach Safety Team Contract with Isabella Macabales](#)
- 13.b. For Possible Action: Accept the Notice of Subaward from the State of Nevada, Department of Health and Human Services, Division of Aging and Disability Services, in the amount of \$150,000, to provide Homemaker Services to individuals deemed eligible per the ADSD Service Specifications.
 - [FY24 American Rescue Plan Act Homemaker Notice of Subaward](#)

14. County Manager

- 14.a. For Possible Action: Authorize and select County Commissioners to attend the National Association of Counties, Western Interstate Region Conference in Mariposa County, California May 8-10, 2024, for an approximate cost of \$4,000.00/person. (Requested by Commissioner Henderson)
- 14.b. For Possible Action: Review Letter to Postmaster General Louis Dejoy expressing opposition to proposed changes to the United States Postal Service's Reno Processing and Distribution Center and authorize the Board Chair to sign.
 - [Letter](#)
- 14.c. For Possible Action: To discuss and provide direction to the County Manager in regards to developing a Bill Draft Resolution (BDR) for the 2025 Legislature, which may include: discussion on possible topics for a BDR; direction to staff to research and come back with information related to a possible BDR; and input from the public on possible topics for a BDR. The Board may direct staff to prepare a resolution and bring back to the Board for further consideration.

15. Board Appointments

- 15.a. For Possible Action: Appoint up to two members to the Library Board of Trustees with terms expiring June 30, 2024 and June 30, 2025.
 - [Deanne Davis, Application](#)
 - [Jan Schardt, Application](#)
- 15.b. For Possible Action: Appoint up to one member to the Dayton Valley Advisory Board with a term expiring December 31, 2024.
 - [Tanya Steele, Application](#)

RECESS TO RECONVENE AS WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

16. Public Participation

17. Contracts

- 17.a. For Possible Action: Approve an agreement with the Walker River Irrigation District to lease 30.89-acre feet of Penrose General Improvement District Stored Water Rights, until October 31, 2024, for \$147 per each acre-foot.

- [Penrose General Improvement District Stored Water Rights Application and Agreement](#)

18. Public Participation

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

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

20. Commissioner Comments

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

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

23. Adjourn

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

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender

expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

Lyon County is an equal opportunity provider.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

6.a

Subject:

Time Certain at 10:00 AM: For Presentation Only: Presentation on Child Abuse Prevention month.

Summary:

Presentation by Lyon County Human Services regarding child abuse prevention efforts in Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Presentation on Child Abuse Prevention month

ATTACHMENTS

-



Child Abuse Prevention

Lyon County 2024



Nationally, April has been recognized as Child Abuse Prevention Month

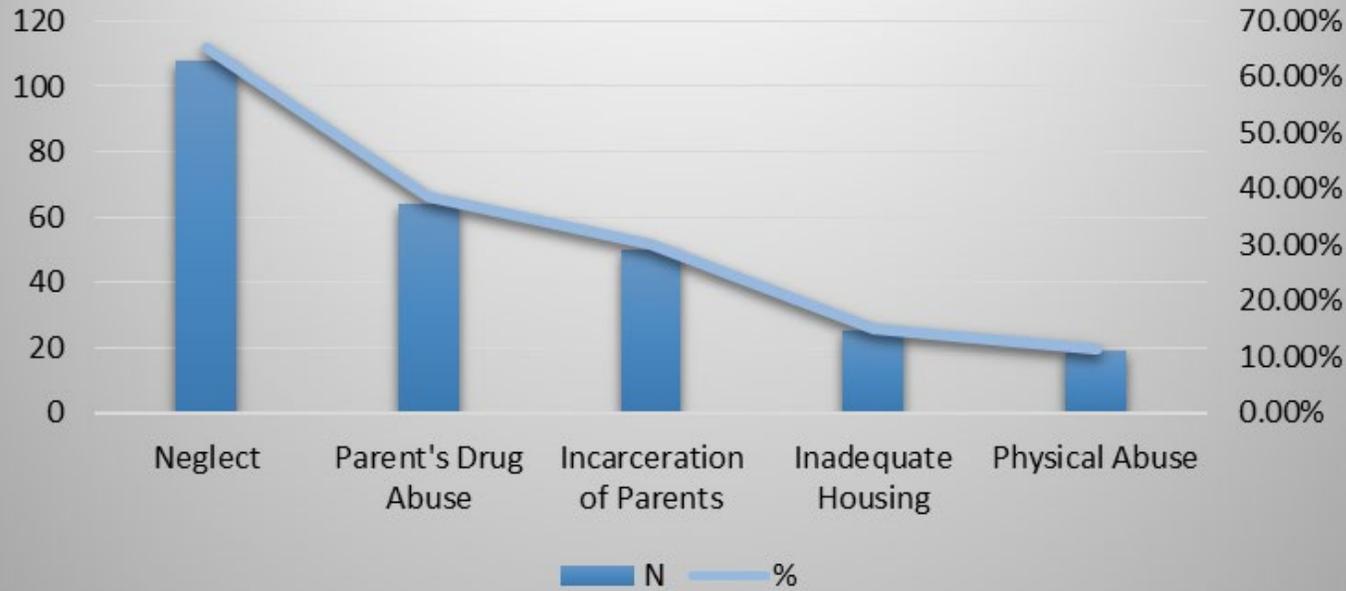
- During April, public and private agencies, community organizations, volunteers and concerned citizens unite to highlight the problem of child abuse and to educate the public in methods of prevention.
- Child abuse is a community concern.
- No one profession or single agency alone can strengthen and support families and therefore protect children from harm.
- Requires a community effort to work together to protect children and support the well-being of families.



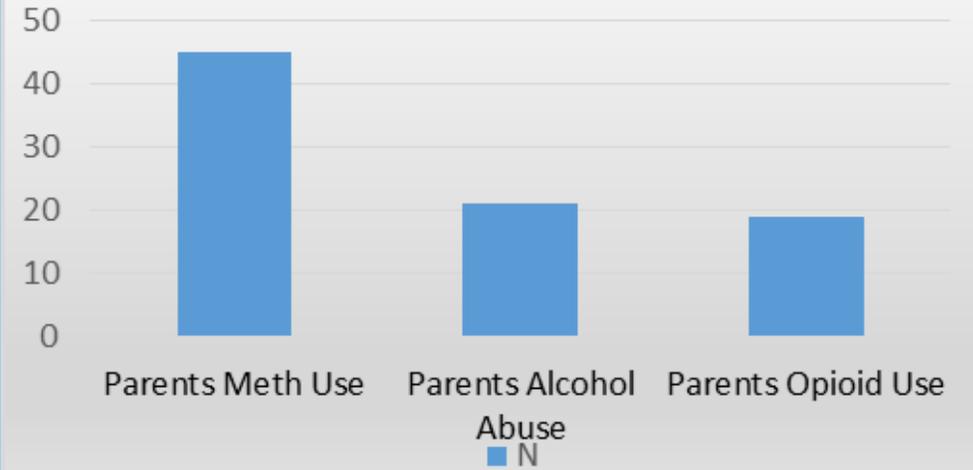
The Scope of the Issue

Reasons for Removal

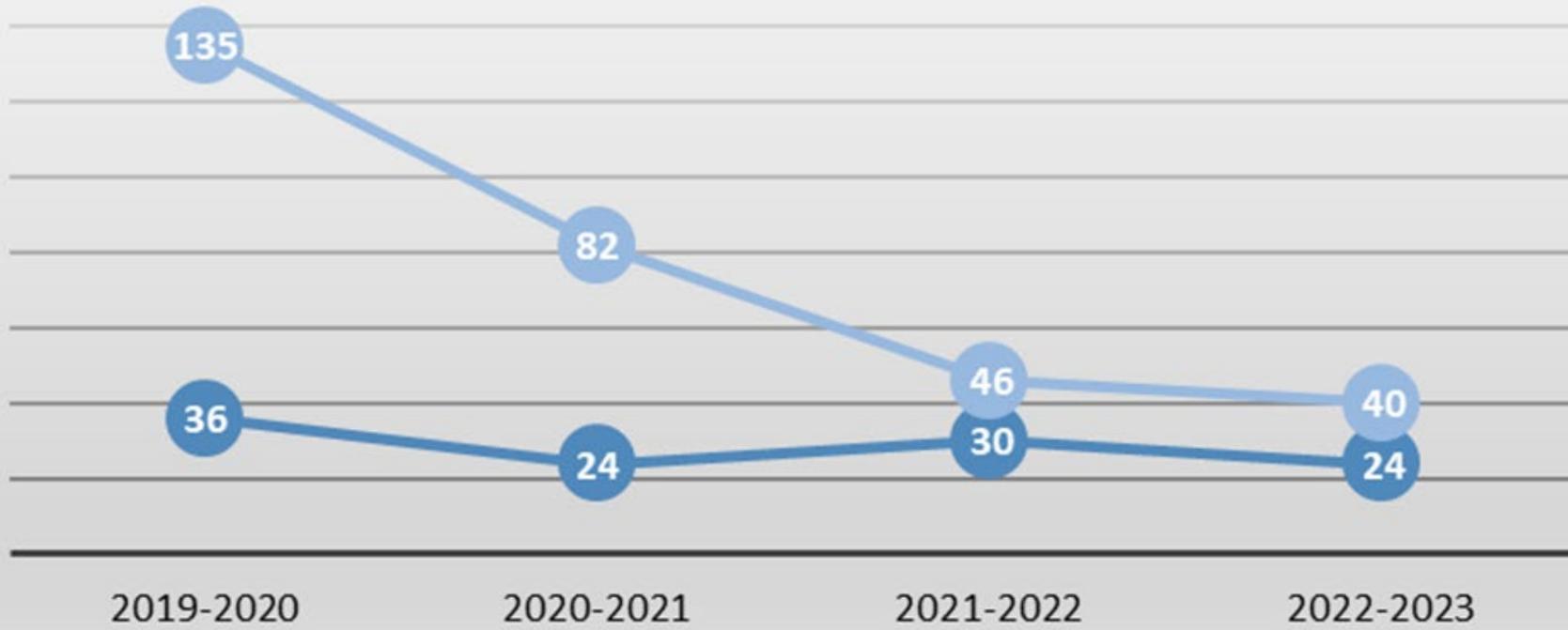
*Rural Region SFY23



Reported Drug Use as a Reason



Lyon County CPS Summary 2019-2023



—●— Substantiated —●— Unsubstantiated



What Impact Do ACEs Have?

As the number of ACEs increases, so does the risk of negative health outcomes



Possible Risk Outcomes:

BEHAVIOR



Lack of Physical Activity



Smoking



Alcoholism



Substance Abuse



Missed Work

PHYSICAL & MENTAL HEALTH



Severe Obesity



Diabetes



Depression



Suicide Threats



STIs



Heart Disease



Cancer



Stroke



COPD



Broken Bones



Positive Childhood Experiences



Strengthen families' financial stability

- Paid time off
- Child tax credits
- Flexible and consistent work schedules



Promote social norms that protect against violence

- Positive parenting practices
- Prevention efforts involving men and boys



Help kids have a good start

- Early learning programs
- Affordable preschool and childcare programs



Teach healthy relationship skills

- Conflict resolution
- Negative feeling management
- Pressure from peers
- Healthy non-violent dating relationships



Connect youth with activities and caring adults

- School or community mentoring programs
- After-school activities



Intervene to lessen immediate and long-term harms

- ACEs education
- Therapy
- Family-centered treatment for substance abuse

National
Child Abuse
Prevention Month



**HUMAN
SERVICES**



Children's Services

Prevention:

- Nevada Families First
- Women, Infant, and Children (WIC)
- Cribs for Kids
- Car seats
- Parenting Classes

Intervention

- Parent Project
- Differential Response
- Family Support Program



Behavioral Health Services

Intervention

- Lyon County Resilient Families
- Trauma Informed Cognitive Behavioral Health Therapy
- Child and Adolescent Service Intensity Instrument (CASII)
- Determine Medical Necessity to build Service Plan with youth and family
- Service connections





**Nevada Department of
Health and Human Services**
DIVISION OF CHILD AND FAMILY SERVICES



Focus:



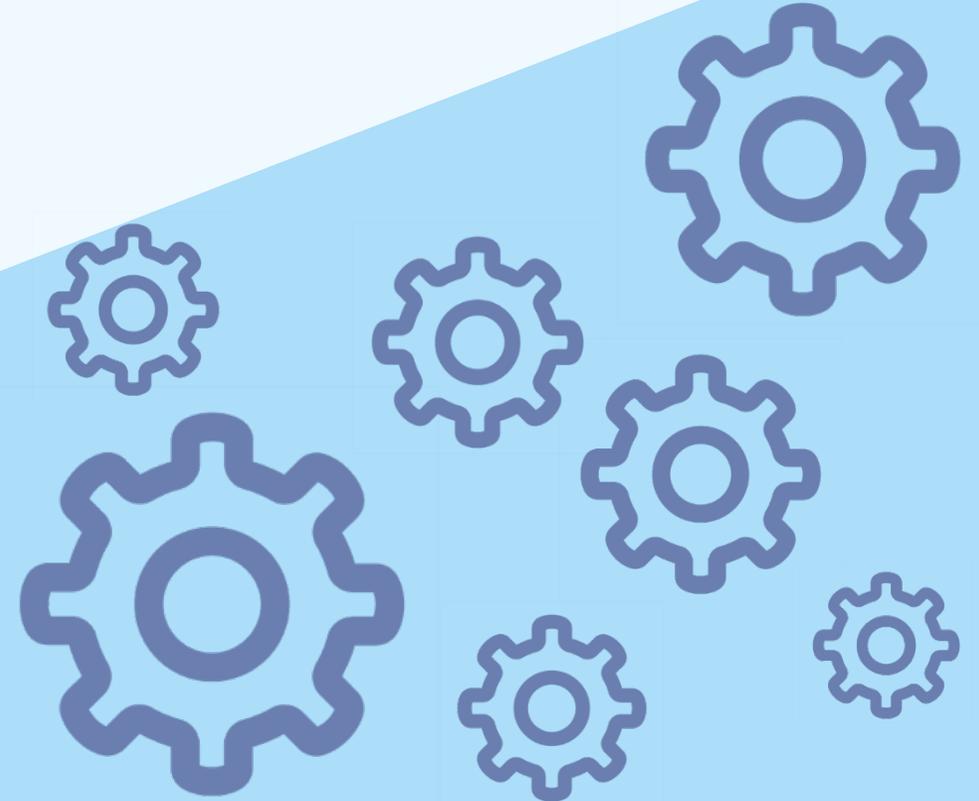
- Child Protective Services (CPS) is the first step to ensure the safety and permanency of children who are reported as being abused or neglected.
- The focus of CPS is on protecting the child from harm or risk of harm and to make it safe for the child to live with the parent or caretaker.
- 18 years and younger
- Defined by statute
 - mental injury
 - physical injury
 - sexual abuse and exploitation
 - negligent treatment or
 - maltreatment
 - excessive corporal punishment

National
Child Abuse
Prevention Month

DCFS Scope

Nevada Child Protective Service Agencies conduct activities in preventing, investigating, and treating child abuse and neglect through:

- Intake
- Assessment
- Ongoing case management
- Foster care licensing and recruitment



Foster Care In Nevada

- DCFS and Lyon County are in need of foster families
- Children must often be separated or moved outside the county resulting in new schools, removal from friends and other disruption in an already difficult situation
- Placement with family is not always an option
- There are opportunities for short or long-term placements
- “There is no better gift to give a child than a family.”
- -Anonymous





District Attorney



District Attorney's Office Responsibilities

- Works with DCFS on child protection cases assisting in protecting children and removing them from abusive environments
- Works with the Lyon County Sheriff's Office and other law enforcement agencies to successfully prosecute child abuse and neglect, child sexual abuse and child exploitation cases and protect children from these offenders

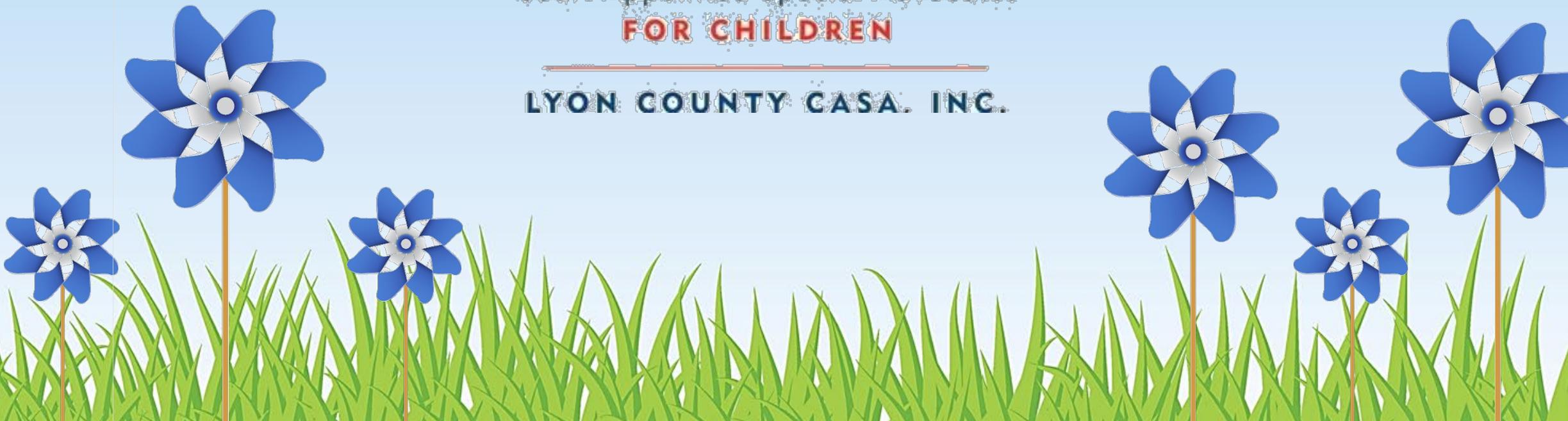




CASA

Court Appointed Special Advocates
FOR CHILDREN

LYON COUNTY CASA, INC.



In 2023, Lyon County CASA served 78 abused and neglected children removed from their homes in Lyon County. Our volunteers dedicated 3,240 hours and travelled 7,300 miles advocating for the best interest of these vulnerable children!

Brighter Futures and Stronger Communities

Children who have experienced abuse or neglect fare better with a CASA/GAL volunteer by their side. Studies have shown:



THEY ARE

more likely

to find a safe, permanent home



THEY ARE

more likely

to succeed in school



THEY ARE

half as likely

to re-enter the foster care system



National
Child Abuse
Prevention Month

Community Efforts

- Pinwheel displays in community offices
- Pinwheel gardens located in each community (April 5th)
- Coloring contest
- Social media campaign
- Bookmarks
- Collaboration with community providers



THANK YOU



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

6.b

Subject:

Time Certain at 11:00 AM: For Possible Action: To Approve a Resolution of Lyon County's Support of a Lyon County Lands Bill and Associated Map.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a Resolution of Lyon County's Support of a Lyon County Lands Bill and Associated Map.

ATTACHMENTS

- [Lands Bill Resolution](#)
- [Fernley Lands Bill Map](#)
- [Lyon County Lands Bill Map 1](#)
- [Lyon County Lands Bill Map 2](#)

A RESOLUTION OF LYON COUNTY'S SUPPORT OF A LYON COUNTY LANDS BILL

WHEREAS, the Honorable Board of Lyon County Commissioners met this 4th day of April, 2024, in regular session;

WHEREAS, the Honorable Board of Lyon County Commissioners and staff have been exploring a potential lands bill since 2021, and have vetted many potential opportunities and potential conflicts including, but not limited to: access to public lands, biological resources, environmental factors, existing multiple uses, socioeconomic conditions and needs, tribal interests and needs, valid existing rights and permitted activities;

WHEREAS, approximately 3,797 acres of Lyon County was withdrawn by Public Land 117-263 for use by the United States Navy as part of the Bravo 16 Range of the Fallon Range Training Complex with minimal economic benefit to this County from Naval Air Station Fallon;

WHEREAS, over 15,000 acres of private lands and appurtenant water rights, mostly within Lyon County, have been enrolled in the Walker Basin Restoration Program where lands previously developed for agricultural purposes have been restored and/or protected as State Parks or Wildlife Management Areas for the purposes of increasing water flows to Walker Lake in neighboring Mineral County;

WHEREAS, a significant portion of Lyon County has been negatively impacted by historic legacy mining issues associated with the Comstock Lode, including the Carson River Mercury Superfund Site;

WHEREAS, there are very limited opportunities for additional wilderness or other special designations beyond the Wovoka Wilderness, which was designated by Congress in 2014 with Lyon County's support;

WHEREAS, much of the public land in Lyon County is managed by the Bureau of Land Management (BLM), Carson District Office, with much of this land located in and around the various communities through the County and being situated in a checkerboard or otherwise isolated pattern immediately adjacent to or between private lands;

WHEREAS, much of the BLM-managed public lands being proposed for conveyance to the County are already identified as suitable for disposal in the BLM's Carson City Consolidated Resource Management Plan;

WHEREAS, existing or planned County infrastructure is or will be located on lands proposed for conveyance;

WHEREAS, Lyon County has vetted the proposed conveyance areas through this Commission and the affected Community Advisory Boards;

WHEREAS, Lyon County has worked closely with the Yerington Paiute Tribe and other directly affected stakeholders in developing this request;

WHEREAS, the Fernley Economic Development Act has already been introduced in the 118th Congress, 1st Session in the United State House of Representatives (Title IX of the Northern Nevada Economic Development and Conservation Act of 2023);

WHEREAS, Lyon County respectfully requests the support and guidance of its Congressional Delegation in further developing and ultimately passing the Lyon County Lands Bill; now, therefore, be it

RESOLVED, that the Lyon County Commission supports a Lyon County Lands Bill consisting of:

- The Fernley Economic Development Act as depicted in the map contained in Exhibit 1, titled Fernley Economic Development Map and dated September 23, 2020.
- Approximately 2,747 acres of direct conveyance from the BLM to the County, at the County’s request, as depicted in the map contained in Exhibit 2, titled Lyon County Lands Bill as of April 4, 2024.
- Approximately 3,989 acres of future conveyance from the BLM to the County as depicted on the map contained in Exhibit 2, titled Lyon County Lands Bill as of April 4, 2024.
 - The County requests a Congressional withdrawal from future authorizations under all public land and mining laws without County concurrence until such a time as the County requests formal conveyance from the BLM to the County.
- Approximately 3,214 acres for conveyance to the Yerington Paiute Tribe as depicted on the map contained in Exhibit 2, titled Lyon County Lands Bill as of April 4, 2024.
 - The County requests a provision that prohibits development on the eastern half of the section contained in tribal conveyance parcel 2T.
- Approximately 584 acres to be withdrawn from all public land and mining laws without County concurrence, except for the pending Greenlink North Transmission right-of-way, as depicted on the map contained in Exhibit 2, titled Lyon County Lands Bill as of April 4, 2024.

; be it further

RESOLVED, that the County requests that some of the proceeds from these conveyances be retained for conservation purposes, especially along the Carson and Walker River Corridors, or education within the County or State; and be it finally

RESOLVED, that the Commission requests a copy of this resolution be provided upon passage to:

- Senator Catherine Cortez Masto;
- Senator Jacky Rosen;
- Congressman Mark Amodei; and,

- Governor Joe Lombardo.

PASSED, ADOPTED, and APPROVED this 4th day of April 2024.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Attest:

Lyon County Clerk / Treasurer

EXHIBIT 1

Map: Fernley Economic Development Map dated October 6, 2020

EXHIBIT 2

Map: Lyon County Lands Bill as of April 4, 2024, Page 1 of 2

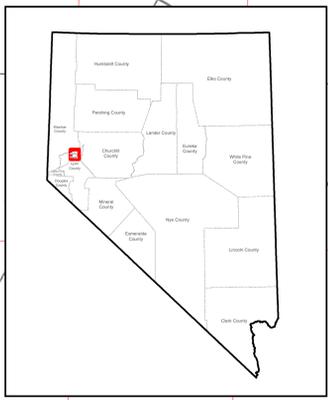
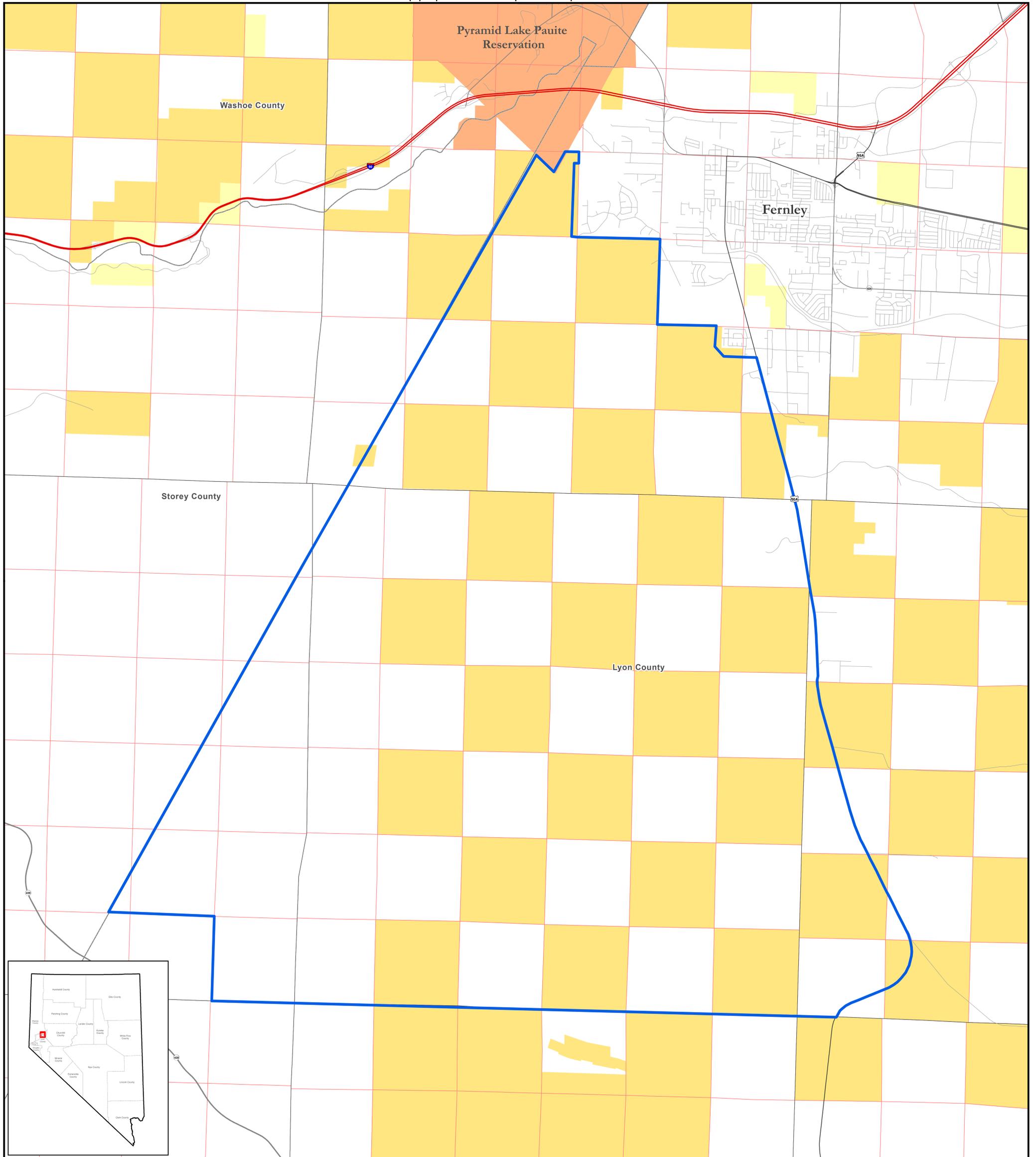
And

Map: Lyon County Lands Bill as of April 4, 2024, Page 2 of 2

Fernley Economic Development Map

September 23, 2020

This map prepared at the request of Representative Mark Amodei



0 0.375 0.75 1.5
Miles



No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

This map is intended to be plotted at 34 x 44 inches

Tri II EDCA - V Prop Boundary

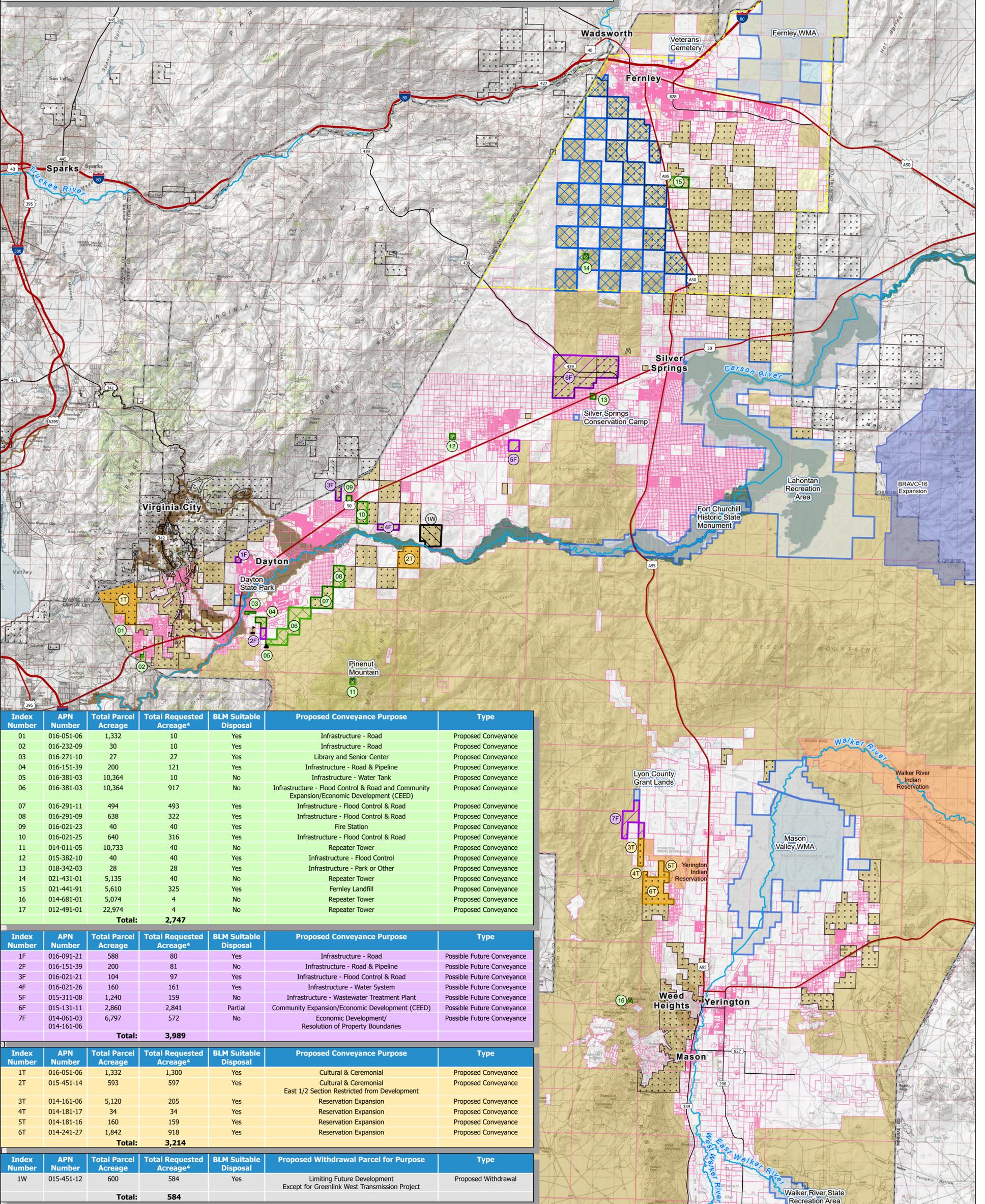
- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- Private

- Cities & Towns
- County Boundary
- Township
- Section

- Interstate
- US Highway
- State Route
- City Street

Legend

- Fairground
- Repeater
- Water Tank
- US Highway
- State Highway
- River
- County Boundary
- Lyon County Parcels
- Fernley City Limits
- Wovoka Wilderness Area
- BLM Lands Identified as Suitable for Disposal in the Carson City Consolidated Resource Management Plan
- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- Forest Service
- Nevada State
- Private
- State Lands²
- Navy Withdrawal: Bravo 16
- Navy Withdrawal: Bravo 16 Expansion
- Carson River Mercury Superfund Site³ Site Boundary - OUI
- Carson River Mercury Superfund Site³ Site Boundary - OUII
- Proposed City of Fernley Conveyances
Fernley Economic Development Area (14,679 acres)
- Proposed Lyon County Conveyances⁴
Lyon County Conveyances (2,747 acres)
- Lyon County Future Conveyances (3,989 acres)
- Proposed Withdrawals⁴
Lyon County Proposed Withdrawal (584 acres)
- Proposed Tribal Conveyances⁴
Conveyances Requested by the Yerington Paiute Tribe (3,214 acres)



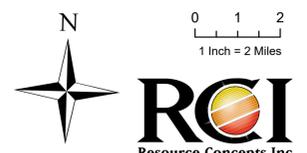
| Index Number | APN Number | Total Parcel Acreage | Total Requested Acreage ⁴ | BLM Suitable Disposal | Proposed Conveyance Purpose | Type |
|---------------|------------|----------------------|--------------------------------------|-----------------------|---|---------------------|
| 01 | 016-051-06 | 1,332 | 10 | Yes | Infrastructure - Road | Proposed Conveyance |
| 02 | 016-232-09 | 30 | 10 | Yes | Infrastructure - Road | Proposed Conveyance |
| 03 | 016-271-10 | 27 | 27 | Yes | Library and Senior Center | Proposed Conveyance |
| 04 | 016-151-39 | 200 | 121 | Yes | Infrastructure - Road & Pipeline | Proposed Conveyance |
| 05 | 016-381-03 | 10,364 | 10 | No | Infrastructure - Water Tank | Proposed Conveyance |
| 06 | 016-381-03 | 10,364 | 917 | No | Infrastructure - Flood Control & Road and Community Expansion/Economic Development (CEED) | Proposed Conveyance |
| 07 | 016-291-11 | 494 | 493 | Yes | Infrastructure - Flood Control & Road | Proposed Conveyance |
| 08 | 016-291-09 | 638 | 322 | Yes | Infrastructure - Flood Control & Road | Proposed Conveyance |
| 09 | 016-021-23 | 40 | 40 | Yes | Fire Station | Proposed Conveyance |
| 10 | 016-021-25 | 640 | 316 | Yes | Infrastructure - Flood Control & Road | Proposed Conveyance |
| 11 | 014-011-05 | 10,733 | 40 | No | Repeater Tower | Proposed Conveyance |
| 12 | 015-382-10 | 40 | 40 | Yes | Infrastructure - Flood Control | Proposed Conveyance |
| 13 | 018-342-03 | 28 | 28 | Yes | Infrastructure - Park or Other | Proposed Conveyance |
| 14 | 021-431-01 | 5,135 | 40 | No | Repeater Tower | Proposed Conveyance |
| 15 | 021-441-91 | 5,610 | 325 | Yes | Fernley Landfill | Proposed Conveyance |
| 16 | 014-681-01 | 5,074 | 4 | No | Repeater Tower | Proposed Conveyance |
| 17 | 012-491-01 | 22,974 | 4 | No | Repeater Tower | Proposed Conveyance |
| Total: | | | 2,747 | | | |

| Index Number | APN Number | Total Parcel Acreage | Total Requested Acreage ⁴ | BLM Suitable Disposal | Proposed Conveyance Purpose | Type |
|---------------|--------------------------|----------------------|--------------------------------------|-----------------------|--|----------------------------|
| 1F | 016-091-21 | 588 | 80 | Yes | Infrastructure - Road | Possible Future Conveyance |
| 2F | 016-151-39 | 200 | 81 | No | Infrastructure - Road & Pipeline | Possible Future Conveyance |
| 3F | 016-021-21 | 104 | 97 | Yes | Infrastructure - Flood Control & Road | Possible Future Conveyance |
| 4F | 016-021-26 | 160 | 161 | Yes | Infrastructure - Water System | Possible Future Conveyance |
| 5F | 015-311-08 | 1,240 | 159 | No | Infrastructure - Wastewater Treatment Plant | Possible Future Conveyance |
| 6F | 015-131-11 | 2,860 | 2,841 | Partial | Community Expansion/Economic Development (CEED) | Possible Future Conveyance |
| 7F | 014-061-03 014-161-06 | 6,797 | 572 | No | Economic Development/ Resolution of Property Boundaries | Possible Future Conveyance |
| Total: | | | 3,989 | | | |

| Index Number | APN Number | Total Parcel Acreage | Total Requested Acreage ⁴ | BLM Suitable Disposal | Proposed Conveyance Purpose | Type |
|---------------|------------|----------------------|--------------------------------------|-----------------------|---|---------------------|
| 1T | 016-051-06 | 1,332 | 1,300 | Yes | Cultural & Ceremonial | Proposed Conveyance |
| 2T | 015-451-14 | 593 | 597 | Yes | Cultural & Ceremonial East 1/2 Section Restricted from Development | Proposed Conveyance |
| 3T | 014-161-06 | 5,120 | 205 | Yes | Reservation Expansion | Proposed Conveyance |
| 4T | 014-181-17 | 34 | 34 | Yes | Reservation Expansion | Proposed Conveyance |
| 5T | 014-181-16 | 160 | 159 | Yes | Reservation Expansion | Proposed Conveyance |
| 6T | 014-241-27 | 1,842 | 918 | Yes | Reservation Expansion | Proposed Conveyance |
| Total: | | | 3,214 | | | |

| Index Number | APN Number | Total Parcel Acreage | Total Requested Acreage ⁴ | BLM Suitable Disposal | Proposed Withdrawal Parcel for Purpose | Type |
|---------------|------------|----------------------|--------------------------------------|-----------------------|---|---------------------|
| 1W | 015-451-12 | 600 | 584 | Yes | Limiting Future Development Except for Greenlink West Transmission Project | Proposed Withdrawal |
| Total: | | | 584 | | | |

Notes:
 1. BLM Surface Management Agency, published 2021
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services
 4. Boundaries typically follow BLM 2021 PLSS boundaries with some exceptions to match County lines or parcels where deemed appropriate. All boundaries have been digitized in GIS and will require additional refinement and formal cadastral survey prior to conveyance.
 5. Repeater sites have been digitized to match existing BLM lease areas. Quarter-quarters containing the lease have been drawn for visualization purposes. All lease boundaries will need to be refined to match the existing leases and cadastral survey completed prior to conveyance.



Legend

- Fairground
- Repeater
- Water Tank
- US Highway
- State Highway
- River
- County Boundary
- Lyon County Parcels
- Fernley City Limits
- Wovoka Wilderness Area
- BLM Lands Identified as Suitable for Disposal in the Carson City Consolidated Resource Management Plan

Land Ownership and Management¹

- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- Forest Service
- Nevada State
- Private
- State Lands²
- Navy Withdrawal: Bravo 16
- Navy Withdrawal: Bravo 16 Expansion

Carson River Mercury Superfund Site³

- Site Boundary - OUI
- Site Boundary - OUII

Proposed City of Fernley Conveyances

- Fernley Economic Development Area (14,679 acres)

Proposed Lyon County Conveyances⁴

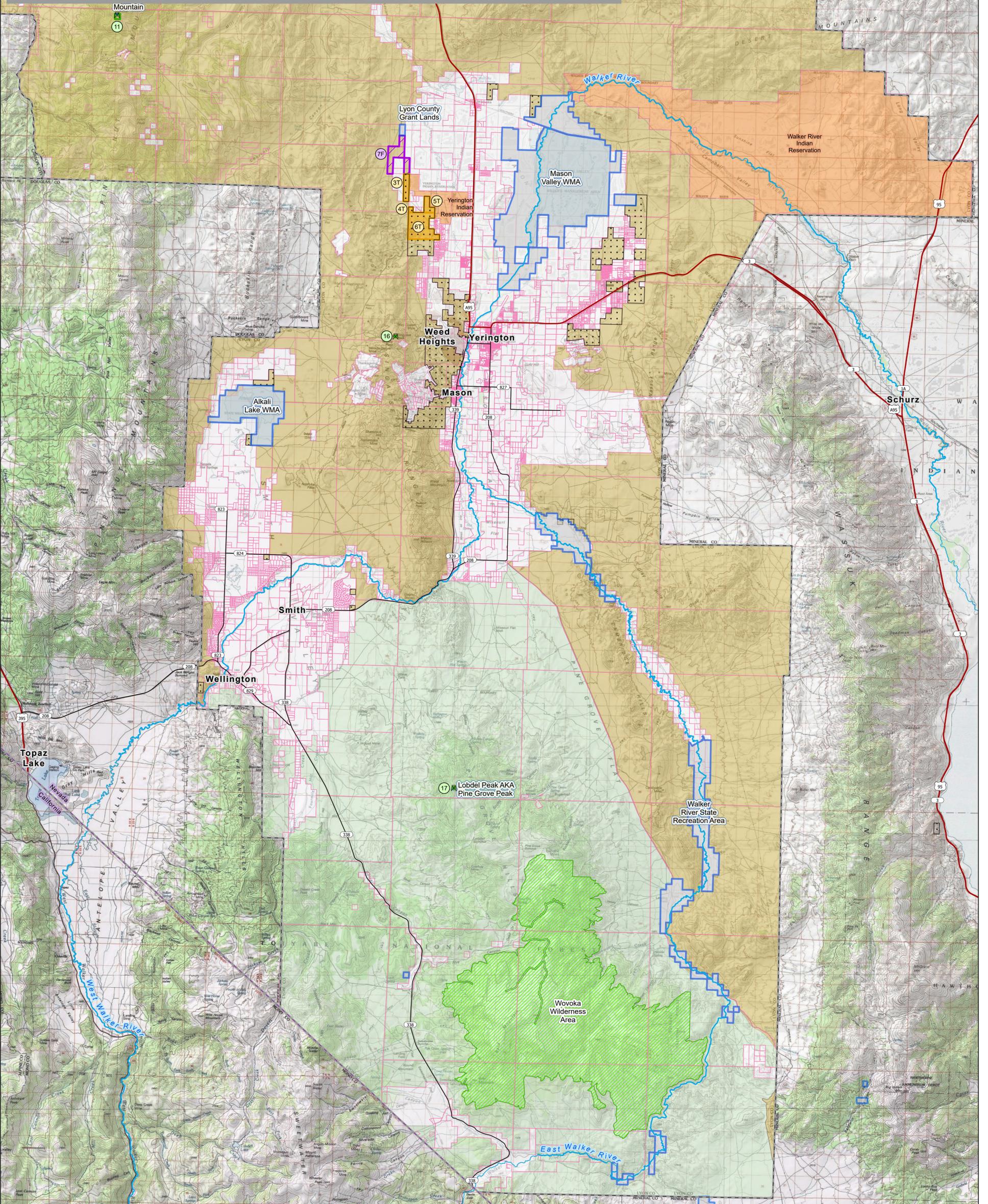
- Lyon County Conveyances (2,747 acres)
- Lyon County Future Conveyances (3,989 acres)

Proposed Withdrawals⁴

- Lyon County Proposed Withdrawal (584 acres)

Proposed Tribal Conveyances⁴

- Conveyances Requested by the Yerington Paiute Tribe (3,214 acres)



Notes:
 1. BLM Surface Management Agency, published 2021
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services
 4. Boundaries typically follow BLM 2021 PLSS boundaries with some exceptions to match County lines or parcels where deemed appropriate. All boundaries have been digitized in GIS and will require additional refinement and formal cadastral survey prior to conveyance.
 5. Repeater sites have been digitized to match existing BLM lease areas. Quarter-quarters containing the lease have been drawn for visualization purposes. All lease boundaries will need to be refined to match the existing leases and cadastral survey completed prior to conveyance.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

6.c

Subject:

Time Certain at 11:05 AM: For Possible Action: Discussion of the Bureau of Land Management's Utility-Scale Solar Programmatic Environmental Impact Statement and provide direction to the County Manager for a comment letter.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Provide direction to the County Manager to submit a letter to the Bureau of Land Management regarding their Utility-Scale Solar Programmatic Environmental Impact Statement.

ATTACHMENTS

- [Presentation](#)
- [Solar BLM and Solar PEIS Maps](#)



U.S. Department of the Interior
Bureau of Land Management

Updates to the Western Solar Plan

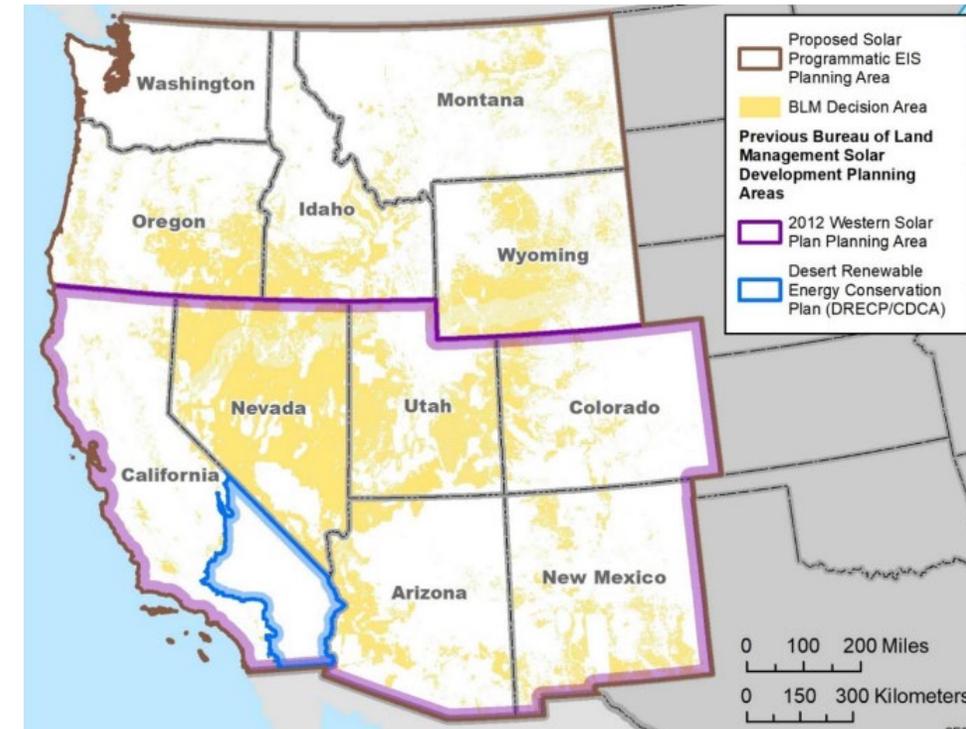
Draft Programmatic Environmental Impact Statement





Introduction

- BLM's multiple-use mission includes supporting America's energy needs
 - 9,400 megawatts of solar energy permitted
 - Solar development interest increasing and expanding
 - Updated plan needed for better solar array siting
- The updated Western Solar Plan:
 - Covers more states and more projects
 - Keep sensitive areas off-limits
 - Improves required protective measures for projects
 - Requires further project-specific reviews
 - Eliminates the current variance process



Solar Programmatic EIS
(Western Solar Plan) Planning Area





Why is BLM Updating Solar Planning?

- Guide solar proposals to better locations:
 - Identify solar application areas with fewer resource conflicts, more development interest and overall improved likelihood of success.
 - Exclude areas with known sensitive resources
- Address changes since 2012:
 - Growing interest and competitive cost for renewable energy
 - Advancements in photovoltaic (PV) and battery technology
 - Increased development interest in northern states
 - National goals to increase renewable energy generation



Gemini Solar Project; Nevada





Key Elements in Updated Western Solar Plan

| 2012 Western Solar Plan - <i>No Action Alternative</i> | 2023/2024 Draft Programmatic EIS - <i>Action Alternatives</i> |
|---|--|
| 6-state planning area (Arizona, California, Colorado, Nevada, New Mexico, Utah) | 11-state planning area (Previous 6-states + Idaho, Montana, Oregon, Washington, and Wyoming) |
| Created discrete “Solar Energy Zones” and conditionally allowed development on other lands through a variance process | Identifies broad areas open to applications which will be subject to site-specific screening and further analysis |
| Applies to solar projects 20 megawatts or larger | Applies to solar projects 5 megawatts or larger |
| Allows development in areas with 5% slope or less | Alternative 1 removes the slope limitation; Alternatives 2-5 allows development in areas with 10% slope or less |
| Limits development in areas with solar intensity less than 6.5 kWh/m ² /day | Removes limit for development based on solar intensity |
| Identified exclusion criteria to make certain areas off-limits | Builds on 2012 exclusion criteria by adding and strengthening |
| Created programmatic design features to mitigate impacts for all solar projects | Updates and additions made to programmatic design features |

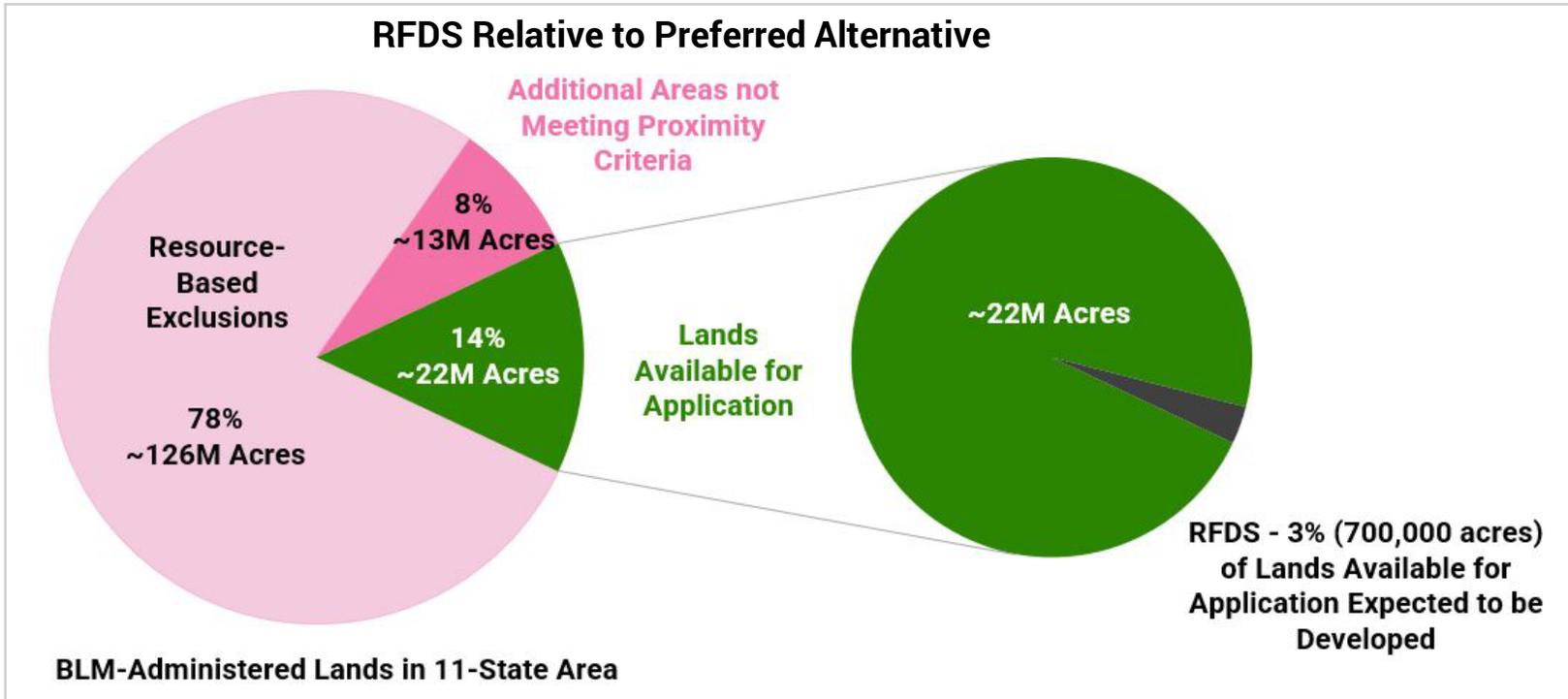
Please provide your comment on the Draft Solar Programmatic EIS, at:
<https://eplanning.blm.gov/eplanning-ui/project/2022371/510>





Reasonably Foreseeable Development Scenario

- Based on acres needed to meet renewable energy goals through 2045
- Same scenario regardless of alternative
- Based on “Solar Futures Study” (Department of Energy)
- **Anticipates about 700,000 acres of BLM-administered lands**



| State | RFDS, Estimated BLM Area Developed by 2045 (acres) |
|--------------|--|
| Arizona | 198,210 |
| California | 109,972 |
| Colorado | 45,207 |
| Idaho | 89,574 |
| Montana | 5,387 |
| Nevada | 48,119 |
| New Mexico | 11,123 |
| Oregon | 51,387 |
| Utah | 39,793 |
| Washington | 71,781 |
| Wyoming | 27,255 |
| Total | 697,809 |

Please provide your comment on the Draft Solar Programmatic EIS, at:
<https://eplanning.blm.gov/eplanning-ui/project/2022371/510>





Summary Description of Action Alternatives for the 11-State Planning Area

| Action Alternatives | Alternative 1 (Resource-Based Exclusions Only) | Alternative 2 (Resource-Based Exclusions and >10% Slope) | Alternative 3 (Transmission Proximity) | Alternative 4 (Previously Disturbed Lands) | Alternative 5 (Previously Disturbed Lands and Transmission Proximity) |
|---|--|--|--|--|---|
| What lands are open to application for solar energy development? | Solar application areas are all lands in 11-state planning area except for the excluded areas described below. | Solar application areas are lands in 11-state planning area except for the excluded areas described below. | Solar application areas are lands within 10 miles of existing and/or planned transmission lines >100 kV except for the excluded areas described below. | Solar application areas are previously disturbed (which have diminished resource integrity) except for the excluded areas described below. | Solar application areas are previously disturbed lands (which have diminished integrity) within 10 miles of existing and/or planned transmission lines >100 kV except for the excluded areas described below. |
| What lands are excluded from solar energy development? | <p>No slope-based exclusion</p> <p>10% Slope Exclusion applies to Alternatives 2-5 as a general resource protection measure.</p> <p>Resource-Based Exclusion Criteria are applied to all Action Alternatives. For example, exclusion criteria would prohibit solar energy development in all designated and proposed critical habitat areas for species protected under the ESA or in BLM National Conservation Lands.</p> | | | | |
| What about remaining lands that are not solar application areas or excluded under resource-based exclusion criteria or the slope restriction? | Not applicable (no remaining lands) | Not applicable (no remaining lands) | No development outside of these areas. Remaining areas are excluded. | | |
| Do design features apply to the solar application areas? | <p>Design Features are applied to all Action Alternatives. Design features are project requirements incorporated into the alternatives to avoid, minimize, and/or compensate for adverse impacts. For example, an ecological design feature could require turning off all unnecessary lighting at night to limit attracting wildlife, particularly migratory birds.</p> | | | | |



BLM Land Use Allocations by Alternative

| Planning Area State | BLM Planning Area | No Action Alternative | | | Alternative 1 | | Alternative 2 | | Alternative 3 | | | Alternative 4 | | | Alternative 5 | | |
|---------------------|--------------------|-----------------------|--|--------------------|---------------------------------|--------------------------------|---------------------------------|--------------------------------|---------------------------------|--------------------------------|--|---------------------------------|--------------------------------|---|---------------------------------|--------------------------------|---|
| | | Priority Areas | Lands Available for Application (variance areas in six state area) | Exclusion Areas | Lands Available for Application | Resource-Based Exclusion Areas | Lands Available for Application | Resource-Based Exclusion Areas | Lands Available for Application | Resource-Based Exclusion Areas | Additional Areas Not Meeting Transmission Proximity Criteria | Lands Available for Application | Resource-Based Exclusion Areas | Additional Areas Not Meeting Disturbed Lands Criteria | Lands Available for Application | Resource-Based Exclusion Areas | Additional areas Not Meeting Transmission Proximity or Disturbed Lands Criteria |
| Arizona | 12,109,337 | 198,948 | 2,861,429 | 9,048,960 | 4,886,293 | 7,223,044 | 3,285,400 | 8,823,937 | 2,292,321 | 8,861,753 | 955,263 | 887,183 | 8,823,937 | 2,398,218 | 725,628 | 8,861,753 | 2,521,955 |
| California | 4,150,345 | 0 | 117,933 | 4,032,412 | 1,145,205 | 3,005,140 | 220,088 | 3,930,257 | 157,698 | 3,932,003 | 60,664 | 116,417 | 3,930,257 | 103,671 | 89,258 | 3,932,003 | 129,084 |
| Colorado | 8,354,306 | 22,038 | 135,548 | 8,196,717 | 2,281,931 | 6,072,374 | 813,551 | 7,540,775 | 548,225 | 7,561,299 | 244,782 | 329,854 | 7,540,755 | 483,697 | 235,270 | 7,561,299 | 557,738 |
| Idaho | 11,774,992 | 0 | 7,055,043 | 4,719,949 | 2,650,929 | 9,124,063 | 1,835,601 | 9,939,392 | 1,473,202 | 10,005,023 | 296,767 | 942,187 | 9,939,392 | 893,414 | 866,830 | 10,005,023 | 903,139 |
| Montana | 8,043,025 | 0 | 4,011,886 | 4,031,139 | 1,229,774 | 6,813,252 | 715,863 | 7,327,163 | 209,796 | 7,328,457 | 504,772 | 513,232 | 7,327,163 | 202,631 | 149,389 | 7,328,457 | 565,179 |
| Nevada | 47,272,125 | 61,834 | 6,863,590 | 40,346,702 | 18,332,220 | 28,939,905 | 12,371,628 | 34,900,497 | 6,988,748 | 35,096,891 | 5,186,487 | 2,424,286 | 34,900,497 | 9,947,342 | 1,587,446 | 35,096,891 | 10,587,789 |
| New Mexico | 13,493,392 | 29,716 | 3,915,370 | 9,548,306 | 6,301,088 | 7,192,304 | 5,000,154 | 8,493,238 | 2,987,559 | 8,525,548 | 1,980,285 | 1,765,014 | 8,493,238 | 3,235,140 | 1,301,315 | 8,525,548 | 3,666,529 |
| Oregon | 15,718,197 | 0 | 10,965,383 | 4,752,813 | 2,553,861 | 13,164,335 | 1,125,451 | 14,592,746 | 714,957 | 14,611,765 | 391,475 | 408,071 | 14,592,746 | 717,380 | 308,340 | 14,611,765 | 798,093 |
| Utah | 22,767,896 | 17,659 | 1,815,742 | 20,934,494 | 9,883,743 | 12,884,153 | 6,562,857 | 16,205,038 | 3,768,382 | 16,273,746 | 2,725,767 | 1,938,117 | 16,205,038 | 4,624,740 | 1,570,779 | 16,273,746 | 4,923,370 |
| Washington | 437,237 | 0 | 412,062 | 25,175 | 355,229 | 82,008 | 125,135 | 312,103 | 106,458 | 312,103 | 18,676 | 94,975 | 312,103 | 30,159 | 81,211 | 312,103 | 43,923 |
| Wyoming | 18,047,498 | 0 | 9,139,769 | 8,907,717 | 5,417,541 | 12,629,957 | 4,124,996 | 13,922,502 | 2,980,130 | 13,971,708 | 1,095,661 | 1,779,148 | 13,922,502 | 2,345,848 | 1,444,249 | 13,971,708 | 2,631,541 |
| TOTAL | 162,168,351 | 330,195 | 47,293,756 | 114,544,384 | 55,037,816 | 107,130,534 | 36,180,723 | 125,987,628 | 22,227,475 | 126,480,296 | 13,460,580 | 11,198,484 | 125,987,629 | 24,982,238 | 8,359,715 | 126,480,295 | 27,328,211 |



BLM's Preferred Alternative – Alternative 3, Close to Transmission



Transmission line on public lands in California, source: BLM

- Guides applications to lands with lower resource conflicts that are also closer to existing and potential transmission
- Seeks to avoid and minimize land disturbance and reduce habitat fragmentation, resource degradation, and environmental and cultural resource impacts
- Provides broad land area to support siting for 20-year development scenario
- Supports national renewable energy goals
- **Final Plan can incorporate aspects within the range of all alternatives**





Resource Areas Addressed in the Solar Programmatic EIS

- Acoustic Environment
- Air Quality
- Climate Change
- Cultural Resources
- Ecological Resources
 - Vegetation
 - Aquatic Biota
 - Wildlife
 - Special Status Species
- Environmental Justice
- Geology and Soil Resources
- Hazardous Materials and Waste
- Health and Safety
- Lands and Realty
- Military and Civilian Aviation
- Minerals
- Paleontological Resources
- Rangeland Resources
 - Livestock Grazing
 - Wild Horses and Burros
- Recreation
- Socioeconomics
- Specially Designated Areas and Lands with Wilderness Characteristics
- Transportation
- Tribal Interests
- Visual Resources
- Water Resources
- Wildland Fire



Figure from Solar Programmatic EIS Visual Resources Analysis



Please provide your comment on the Draft Solar Programmatic EIS, at:
<https://eplanning.blm.gov/eplanning-ui/project/2022371/510>



Design Features

- Design features are project requirements that have been incorporated into all the alternatives to avoid, minimize, or compensate for adverse impacts.
- The proposed design features in the Draft Solar Programmatic EIS would update the design features established through the Western Solar Plan that are currently in effect
- Design features are presented in Appendix B of the Programmatic EIS, and address all of the resource areas evaluated. They include requirements for specific plans to address resource-specific impacts.

| |
|---|
| Bird and Bat Conservation Strategy (includes Nesting Bird Management Plan) |
| Decommissioning and Site Reclamation Plan |
| Dust Abatement Plan |
| Hazardous Materials and Waste Management Plan |
| Health and Safety Plan |
| Lighting Plan |
| Spill Prevention and Emergency Response Plan |
| Stormwater Pollution Prevention Plan |
| Threatened and endangered species protection plan |
| Transportation Plan |
| Traffic Management Plan |
| Vegetation/Weed Management Plan |
| Worker Education and Awareness Plan (WEAP) |

Individual Plans Required for Projects through Updated Design Features





Exclusion Criteria

- Exclusion criteria identify lands that would be excluded from solar energy application under each of the action alternatives based on the presence of certain resources
 - BLM has identified 21 different exclusions in the Draft Programmatic EIS
 - Areas excluded will change over time as land use plans are revised or amended
 - Maps for the action alternatives reflect exclusion criteria to the extent that GIS data is available
 - Some resource exclusions remain unmapped due to information sensitivity or lack of GIS data
 - There is also an exclusion for slope – increased from 5% to 10% from 2012 plan
- 2012 Western Solar Plan exclusion criteria were reviewed and updated based on:
 - BLM experience in permitting and monitoring
 - Public and cooperating agency input, including updated information on resources and technology





| Exclusion No. | Exclusion Type | Description | Exclusion Status for Alternatives Analysis |
|---------------|---|---|--|
| 1 | Areas of Critical Environmental Concern (ACECs) | All ACECs identified in applicable land use plans. | Mapped |
| 2 | Threatened and Endangered Species | All designated and proposed critical habitat areas for species protected under the ESA (https://ecos.fws.gov/ecp/report/critical-habitat). Known occupied habitat for certain ESA-listed species, based on current available information or surveys of project areas. | Partially mapped |
| 3 | Lands with Wilderness Characteristics | All areas for which an applicable land use plan establishes protection for lands with wilderness characteristics. | Partially mapped |
| 4 | Recreation | Developed recreational facilities and all Special Recreation Management Areas (SRMAs) identified in applicable land use plans. | Mapped |
| 5 | Habitat Areas | Dixie valley toad habitat, Wyoming toad habitat, and Carson wandering skipper habitat. All areas where the BLM has agreements with USFWS and/or state agency partners and other entities to manage sensitive species habitat in a manner that would preclude solar energy development, including habitat protection and other recommendations in conservation agreements/strategies. | Unmapped |
| 6 | Greater Sage-Grouse and Gunnison Sage-Grouse | Greater sage-grouse and Gunnison sage-grouse habitat as identified for exclusion in applicable land use plans. | Mapped |
| 7 | Land Use Designations | All areas designated as no surface occupancy (NSO) in applicable land use plans. All ROW exclusion areas identified in applicable land use plans. All ROW avoidance areas identified in applicable land use plans to the extent the purpose of the ROW avoidance is incompatible with solar energy development. | Mapped |
| 8 | Desert Tortoise | All desert tortoise translocation sites identified in applicable resource management plans, project-level mitigation plans, or Biological Opinions. | Unmapped |
| 9 | Big Game | All big game migratory corridors identified in applicable land use plans to the extent the land use plan decision prohibits utility-scale solar energy development. All big game winter ranges identified in applicable land use plans to the extent the land use plan decision prohibits utility-scale solar energy development. | Unmapped |
| 10 | Natural Areas and Other Conservation Areas | Research Natural Areas and Outstanding Natural Areas identified in applicable land use plans. All Backcountry Conservation Areas identified in applicable land use plans. | Partially mapped |



| Exclusion No. | Exclusion Type | Description | Exclusion Status for Alternatives Analysis |
|---------------|---|--|--|
| 11 | Visual Resources | Lands classified as visual resource management (VRM) Class I or II throughout the 11-state planning area and, only in Utah (and small parts of Arizona and Colorado), some lands classified as Class III in applicable land use plans. | Mapped |
| 12 | National Scenic Byways | All National Scenic Byways, including all BLM Back Country Byways (BLM State Director approved) identified in applicable BLM land use plans, including any associated corridor or lands identified for protection through an applicable land use plan. | Unmapped |
| 13 | National Recreation, Water, or Side and Connecting Trails | All Secretarially designated National Recreation Trails (including National Water Trails) and Connecting and Side Trails identified in applicable BLM and local land use plans, including any associated corridor or lands identified for protection through an applicable land use plan. | Unmapped |
| 14 | National Conservation Lands | <p>All units of BLM National Conservation Lands:</p> <ul style="list-style-type: none"> • National Monuments • National Conservation Areas and other areas similarly designated for conservation, including Cooperative Management and Protection Areas, Outstanding Natural Areas, Forest Reserves, and National Scenic Areas. • National Trails System <ul style="list-style-type: none"> ○ All National Scenic and Historic Trails designated by Congress, trails recommended as suitable for designation through a congressionally authorized National Trail Feasibility Study, or such qualifying trails identified as additional routes in law, including any trail management corridors identified for protection through an applicable land use plan, ○ Trails undergoing a Congressionally authorized National Trail Feasibility Study will also be excluded pending the outcome of the study. • National Wild and Scenic Rivers: <ul style="list-style-type: none"> ○ All designated Wild and Scenic Rivers, including any associated corridor and lands identified for protection through an applicable river corridor plan (or comprehensive river management plan). Absent a river plan, protection corridors are ¼ mile to either side of the river from the ordinary high-water mark, unless otherwise provided by law. ○ Areas outside a designated wild and scenic river corridor when the project would “invade the area or unreasonably diminish” the wild and scenic river’s river values. ○ All segments of rivers determined to be eligible or suitable for Wild or Scenic River status as identified in applicable land use plans, including any associated corridor and lands identified for protection through an applicable land use plan. • Wilderness Areas and Wilderness Study Areas | Mapped |



| Exclusion No. | Exclusion Type | Description | Exclusion Status for Alternatives Analysis |
|---------------|---|--|--|
| 15 | National Natural Landmarks | National Natural Landmarks identified in applicable land use plans, including any associated lands identified for protection through an applicable land use plan. | Mapped |
| 16 | National Register of Historic Places (NRHP) | Lands within the boundaries of properties listed in the NRHP, including National Historic Landmarks, and any additional lands outside the designated boundaries identified for protection through an applicable land use plan. | Partially mapped |
| 17 | Tribal Interest Areas | Traditional cultural properties (TCPs) and Native American sacred sites that are identified through consultation with Tribes and recognized by the BLM or that are the subject of a Memorandum of Understanding between the BLM and a Tribe or Tribes. | Partially mapped |
| 18 | Old Growth Forests | Old Growth Forests identified in applicable land use plans. | Unmapped |
| 19 | Lands Previously Found to Be Inappropriate for Solar Energy Development | Lands found to be inappropriate for solar energy development through a prior environmental review process. | Mapped |
| 20 | Acquired Lands | All lands acquired by the BLM using funds from the Land and Water Conservation Fund or the Southern Nevada Public Land Management Act, as amended (Public Law 105-263). | Mapped |
| 21 | State- or Area-Specific | In Nevada, lands in the Ivanpah Valley, Coal Valley, and Garden Valley. Area surrounding Chaco Culture National Historical Park consistent with Public Land Order No. 7923. Rio Grande Natural Area (as established by Public Law 109-337). | Mapped |



Requirements for Further Environmental Analysis

- This Programmatic EIS:
 - Builds a consistent framework to have solar proposals avoid areas with high levels of resource conflicts
 - Identifies areas with fewer known resource conflicts
 - **Does not** affirmatively designate particular areas as suitable for development
 - **Does not** approve any solar project
- Project-specific screening and detailed analysis will be required to:
 - Ensure consistency with the applicable land use plan
 - Conduct detailed environmental review
 - Consider Areas of Special Concern, resource-related impacts, public concerns, and proximity to important resources



Sweetwater Solar Facility, Wyoming. Source: BLM

Even in areas identified as available for application, BLM may not approve solar applications.





Requirements for Further Environmental Analysis



BLM Restoration Landscapes

- Areas of Special Concern were identified based on input from the National Park Service (NPS), U.S. Fish and Wildlife Service (USFWS), cooperating agencies, and BLM subject matter experts
- Appendix H presents 4 categories of Areas of Special Concern: BLM Restoration Landscapes, Oil and Gas Lease Areas, Big Game Use Areas, and NPS Areas of Special Concern
- Developers would propose avoidance and/or other mitigation measures for projects that intersect with these areas





What is Socioeconomic Analysis?

ASSESSMENT OF:

- Social, economic, and environmental justice conditions within the 11-western states
- Potential for changes in these conditions by proposed planning updates

SOCIAL CONDITIONS

- Population size and distribution
- Demographics
- Lifestyles
- Orientation to natural resources and public lands
- Community characteristics (history, culture, values, resiliency, vulnerability)

ENVIRONMENTAL JUSTICE

- How planning impacts may disproportionately and adversely affect low-income and minority populations and tribal communities

ECONOMIC CONDITIONS

- Employment patterns and unemployment
- Industries and economic sectors
- Major local and regional employers
- Sources of income
- Role of BLM-managed lands in local or regional economy
- Payments to counties
- Potential financial impacts to communities
- Economic resilience and vulnerability

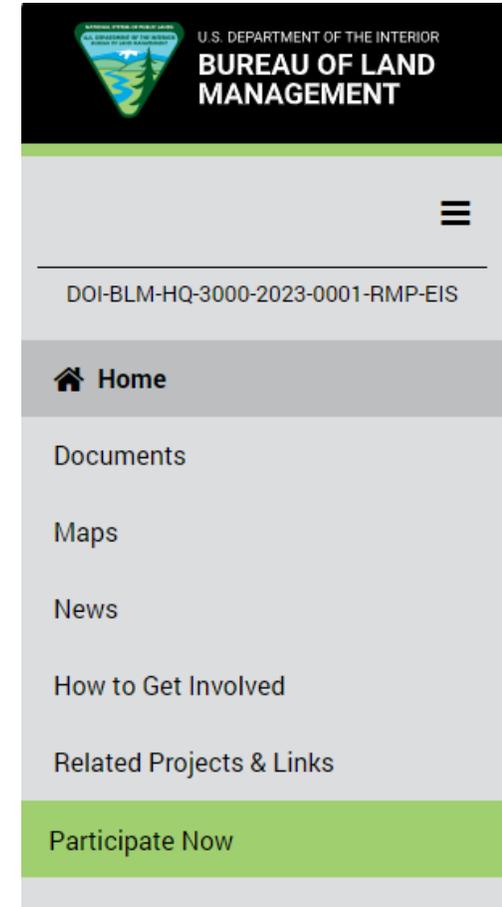
**We want to hear from
you!**





Providing Effective Comments for the Utility-Scale Solar Programmatic EIS

- Limit comments to the 11 states evaluated in the EIS.
- Provide information relevant to the resource areas evaluated in the EIS.
- **Provide input on the 5 action alternatives – including elements from all alternatives to be adopted in a Final Plan.**
- Provide input on the identified exclusion criteria or design features.
- Provide information about how solar energy development might impact your lives (consider access to recreation, cultural and Tribal concerns, job opportunities, housing, community cohesion, livestock grazing and rangelands, environmental justice communities, etc.)



Public Comment Period open through April 18, 2024

- Comment on the BLM Project website: <https://eplanning.blm.gov/eplanning-ui/project/2022371/510>
 - Use the QR code to view the project website and provide comments on the Draft EIS



BLM
Utility-Scale Solar Energy Development
Draft Programmatic EIS

BLM Alternatives for Lyon County



Summary of Action Alternatives

ALTERNATIVES ON WHERE TO GUIDE SOLAR DEVELOPMENT ON PUBLIC LANDS

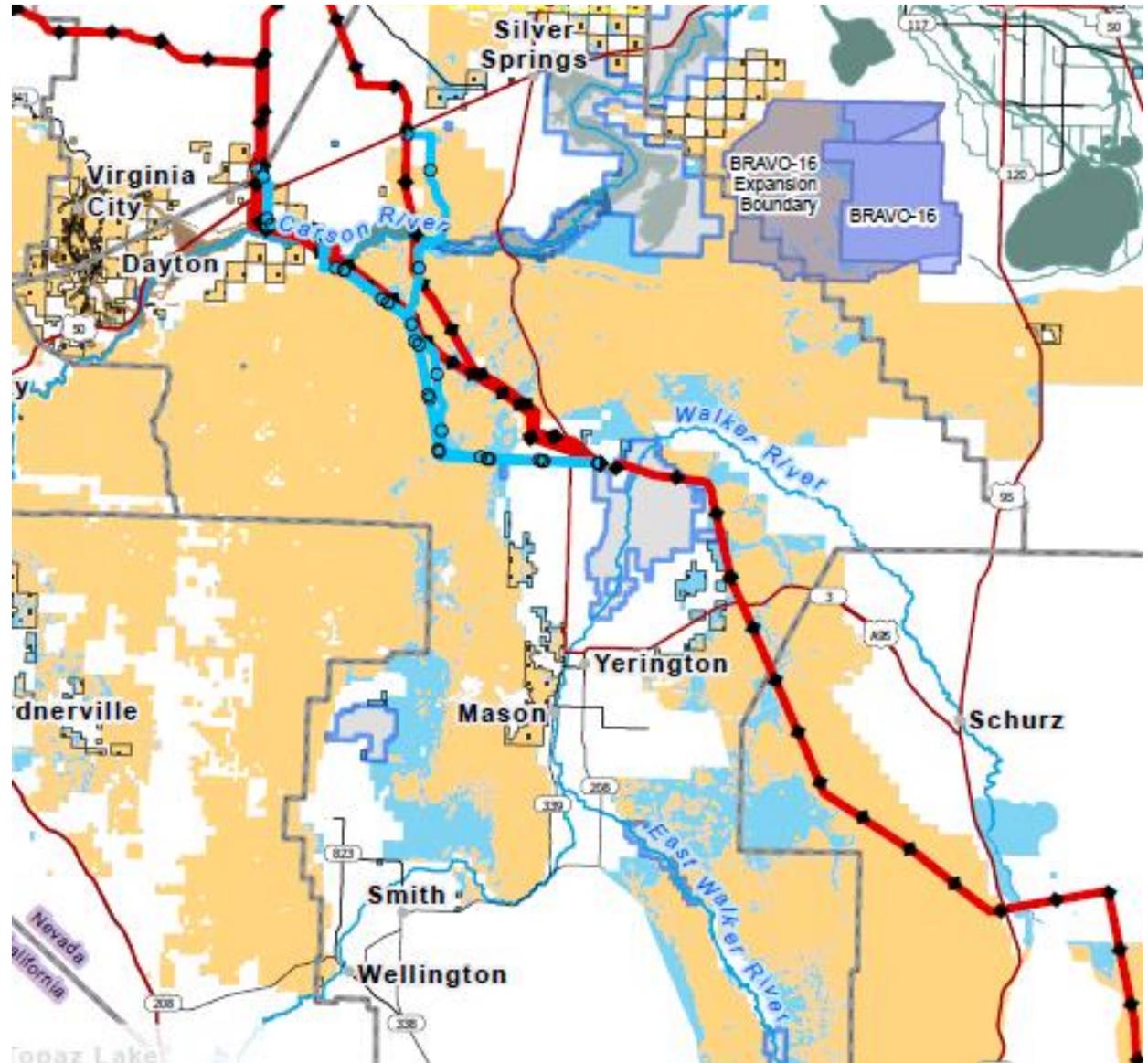
There are roughly 162 million acres of public lands managed by the BLM in Arizona, California (excluding the Desert Renewable Energy Conservation Planning Area), Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming



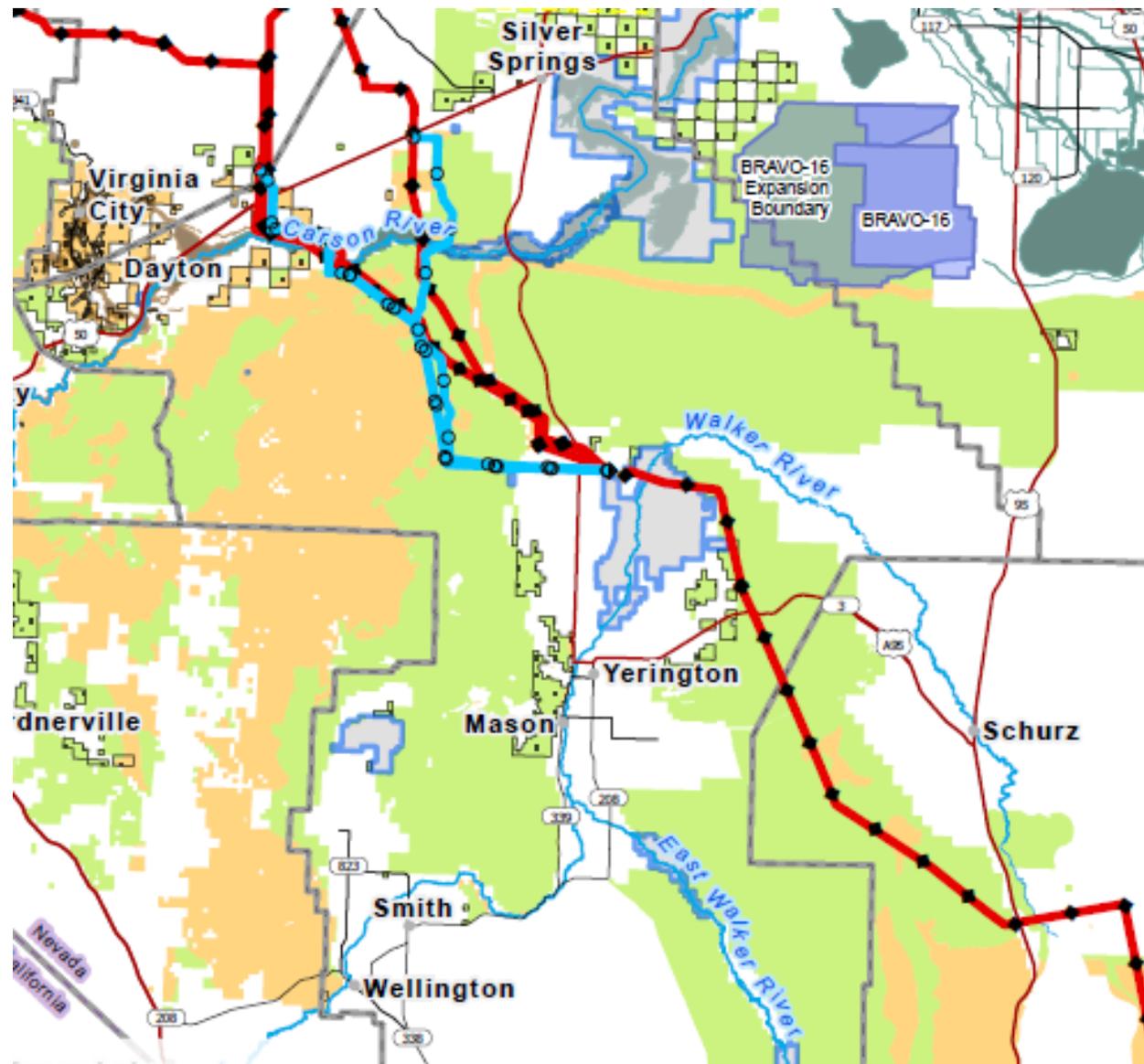
Comparison of Alternatives in Lyon County

| Alternative | Available Acres | Excluded Acres |
|---|-----------------|----------------|
| No Action: Excluded or Variance | 134,339 | 428,549 |
| 1 – Resource Exclusions Only | 463,492 | 99,397 |
| 2 – Resource + Slope Exclusion | 214,296 | 348,592 |
| 3 – Resource + Slope + Distance to Transmission Exclusion | 171,783 | 391,105 |
| 4 – Resource + Slope Exclusion & Disturbed Land | 105,840 | 457,048 |
| 5 – Resource + Slope + Distance to Transmission Exclusion & Disturbed Lands | 85,228 | 477,660 |

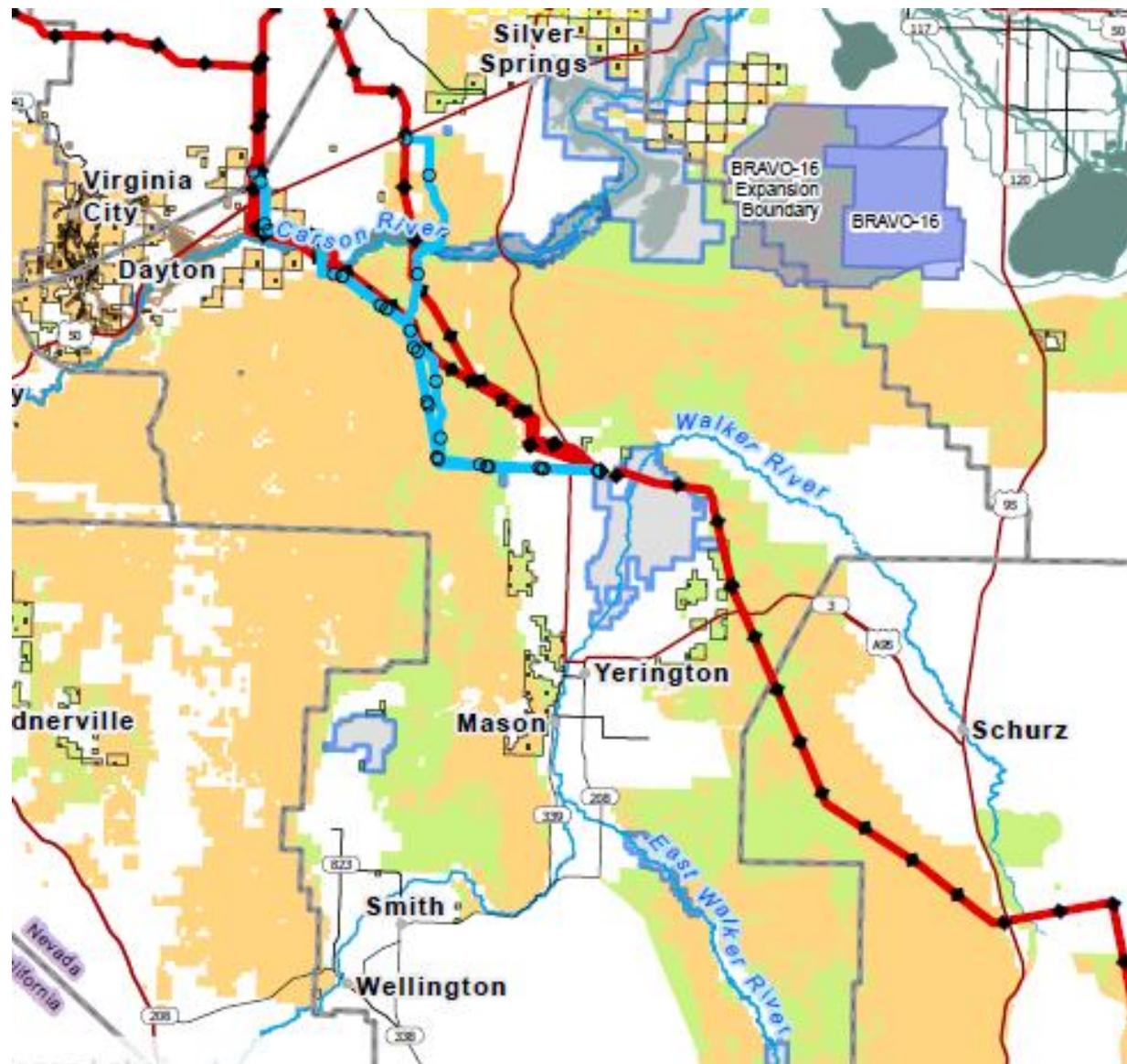
No Action
Alternative:
Exclusion –
Orange
&
Variance Area –
Blue



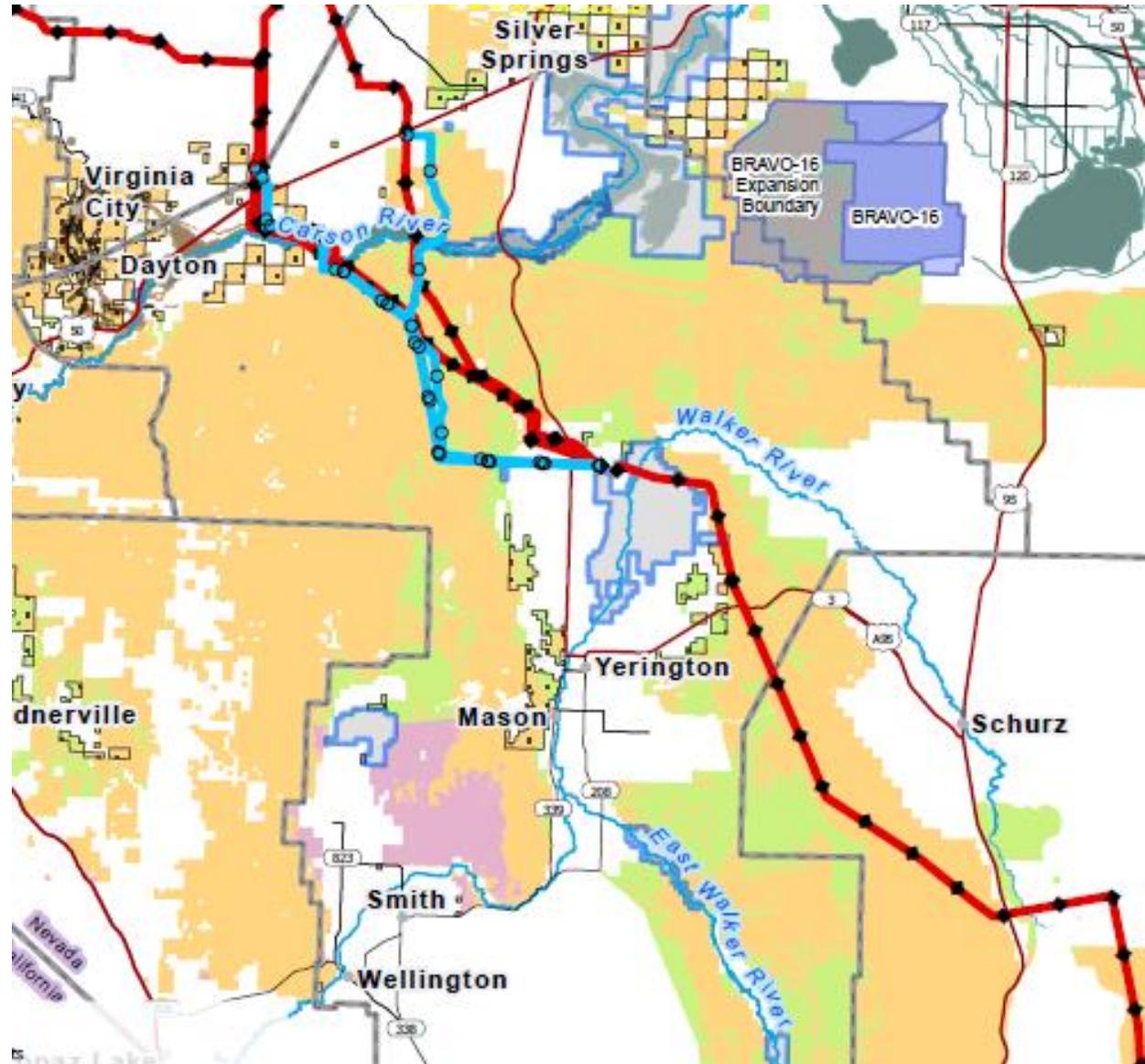
Alternative 1:
Resource-
Based
Exclusion Areas
- Orange
&
Available for
Application –
Green



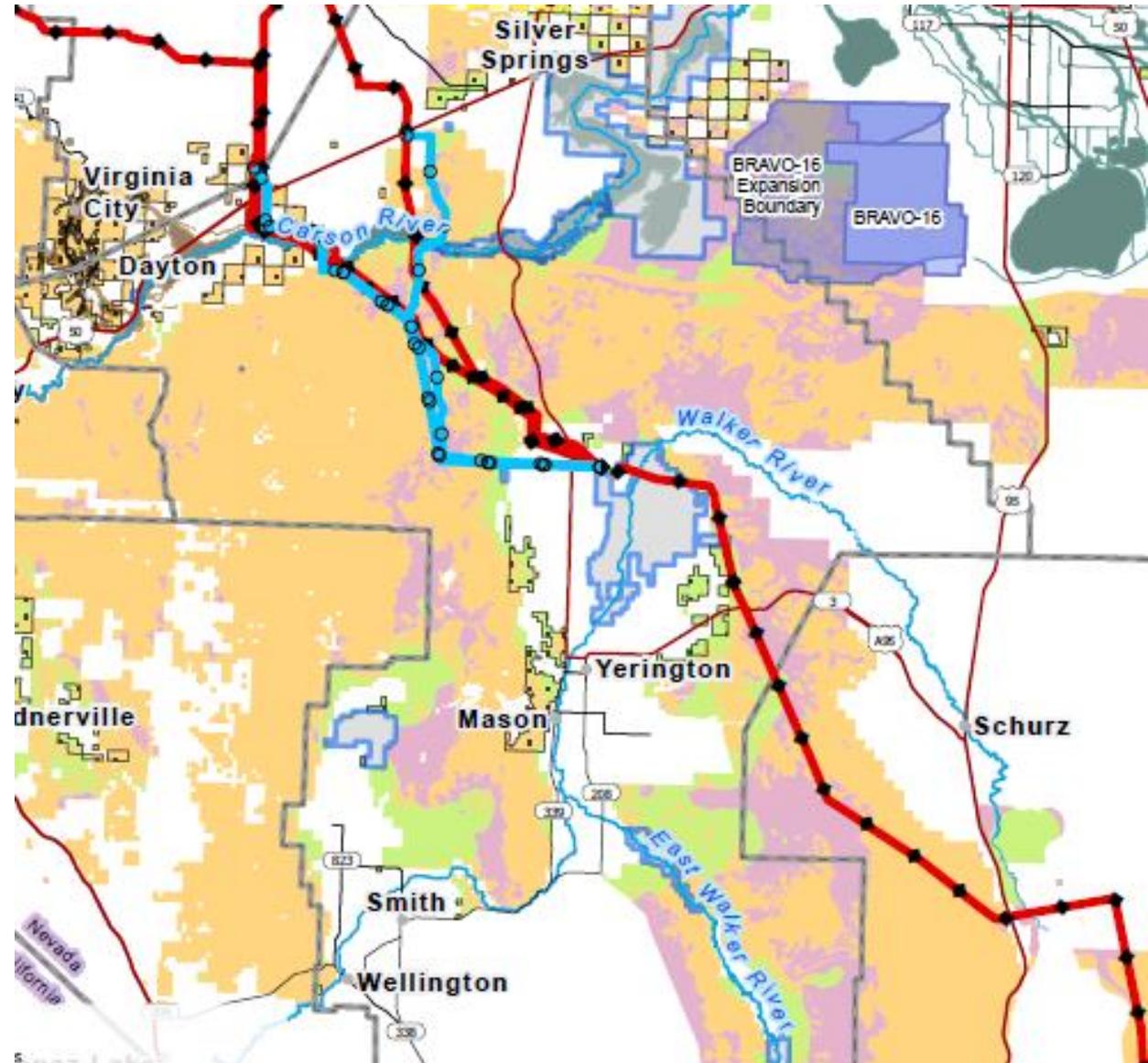
Alternative 2:
Resource-
Based
Exclusion Areas
& Lands >10%
Slope - Orange
&
Available for
Application –
Green



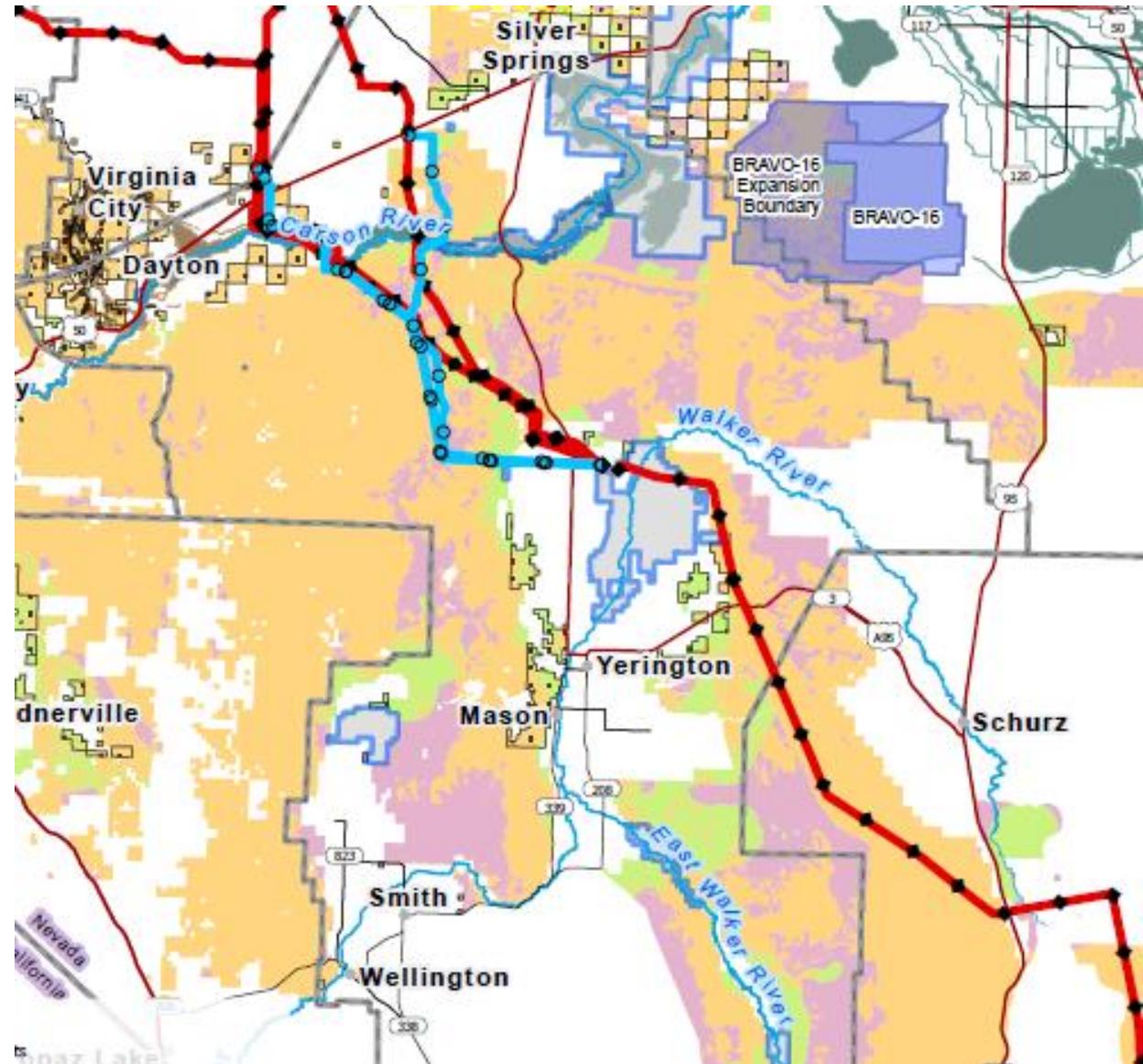
Alternative 3:
Resource-Based
Exclusion Areas +
Slope - Orange
&
Areas >10 Miles
from Power Lines
-
Pink
&
Available for
Application -
Green



Alternative 4:
Resource-Based
Exclusion Areas +
Slope - Orange
&
Area Not
Previously
Disturbed –
Pink
&
Available for
Application –
Green



Alternative 5:
Resource-Based
Exclusion + Slope
>10% Areas –
Orange
&
Area >10 miles from
Transmission and
Not Previously
Disturbed –
Pink
&
Available for
Application – Green

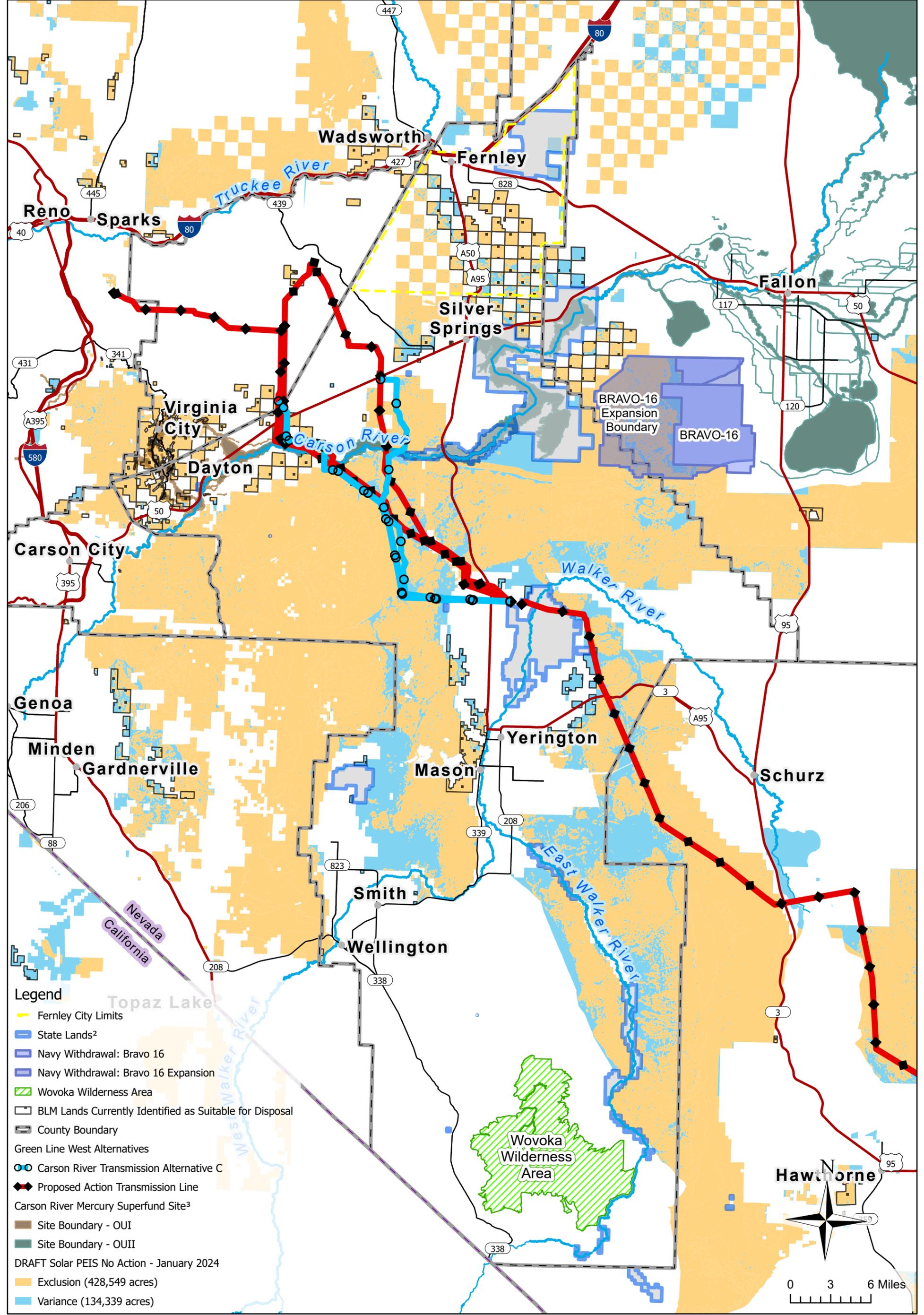


Main Themes of Letter:

- Concern with Scope of Planning Area (11-states)
 - Should be completed through a Statewide or District RMP
- Due to Broad Analysis Area, mapping is incomplete / inaccurate
- Many “exclusion” areas rely on mapping in RMPs that are outdated
- Based on Above: Need to keep Variance Process to allow for local input on locating solar projects pre-NEPA
- Nothing to prevent speculative projects
- Does the County have a “Preferred Alternative”?
 - Western Solar Alliance (attached)
- Additional Items Recommendations?

Western Alliance
Smart from the Start Alternative

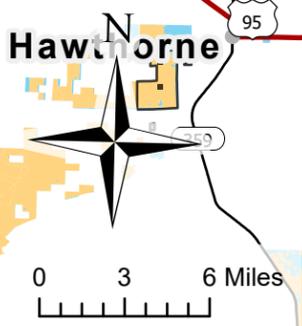
- I. The *Western Alliance Smart from the Start* alternative requires (in addition to programmatic resource-based exclusions) that solar development only occurs on public lands within ten (10) miles of existing or authorized utility transmission lines that are both “disturbed” and “low conflict” such that—
- A. “Disturbed lands” are either:
 - 1. Lands verified as having heavy anthropogenic disturbance (such as abandoned or reclaimed mining sites or lands that have been identified by a state or local land use plan as brownfields for redevelopment) or;
 - 2. Lands verified as having greater than 40% invasive annuals and on which the ecological site description (ESD) and associated state and transition model (STM)/disturbance response group do not have a restoration pathway back to non-invasive vegetative communities.
 - B. “Low conflict lands” are lands that:
 - 1. Are neither in “core” nor “growth” sagebrush areas (according to the USFWS Sagebrush Conservation Design), and;
 - 2. Are set back by at least a mile-wide buffer zone from agricultural uses, homes, source water protection areas, important wildlife habitat (e.g. GRSG PHMA and GHMA), and cultural or historical resources, and;
 - 3. Do not include lands identified in an applicable resource management plan (RMP) as suitable for disposal if disposal criteria include meeting local public purposes (including community expansion, recreation, and economic development), and;
 - 4. Do not include important habitat connectivity zones or migration corridors, and;
 - 5. Either do not have valid preexisting rights, permitted uses, or public access routes, or, if these are present, impacts to them are minimized and mitigated, and;
 - 6. Are identified through consultation and coordination with relevant local and state government agencies as being appropriate for utility scale renewable energy development.
- II. The *Western Alliance Smart from the Start* alternative will include a provision stating that lands mapped as being open to solar development (i.e. are mapped as “disturbed” and “low conflict”) may be based on modeling and that specific project proposals must be reviewed on a case-by-case basis to ensure the proposed site meets all the above criteria. To summarize, under the *Western Alliance Smart from the Start* alternative, solar development land allocation maps provide an educated guess at which lands are open to solar development, but mapped designations must be confirmed by on-the-ground disturbance verification and coordination with local and state government agencies to confirm “low impact” status.



- Legend**
- Fernley City Limits
 - State Lands²
 - Navy Withdrawal: Bravo 16
 - Navy Withdrawal: Bravo 16 Expansion
 - Wovoka Wilderness Area
 - BLM Lands Currently Identified as Suitable for Disposal
 - County Boundary
 - Green Line West Alternatives
 - Carson River Transmission Alternative C
 - ◆ Proposed Action Transmission Line
 - Carson River Mercury Superfund Site³
 - Site Boundary - OUI
 - Site Boundary - OUII
 - DRAFT Solar PEIS No Action - January 2024
 - Exclusion (428,549 acres)
 - Variance (134,339 acres)

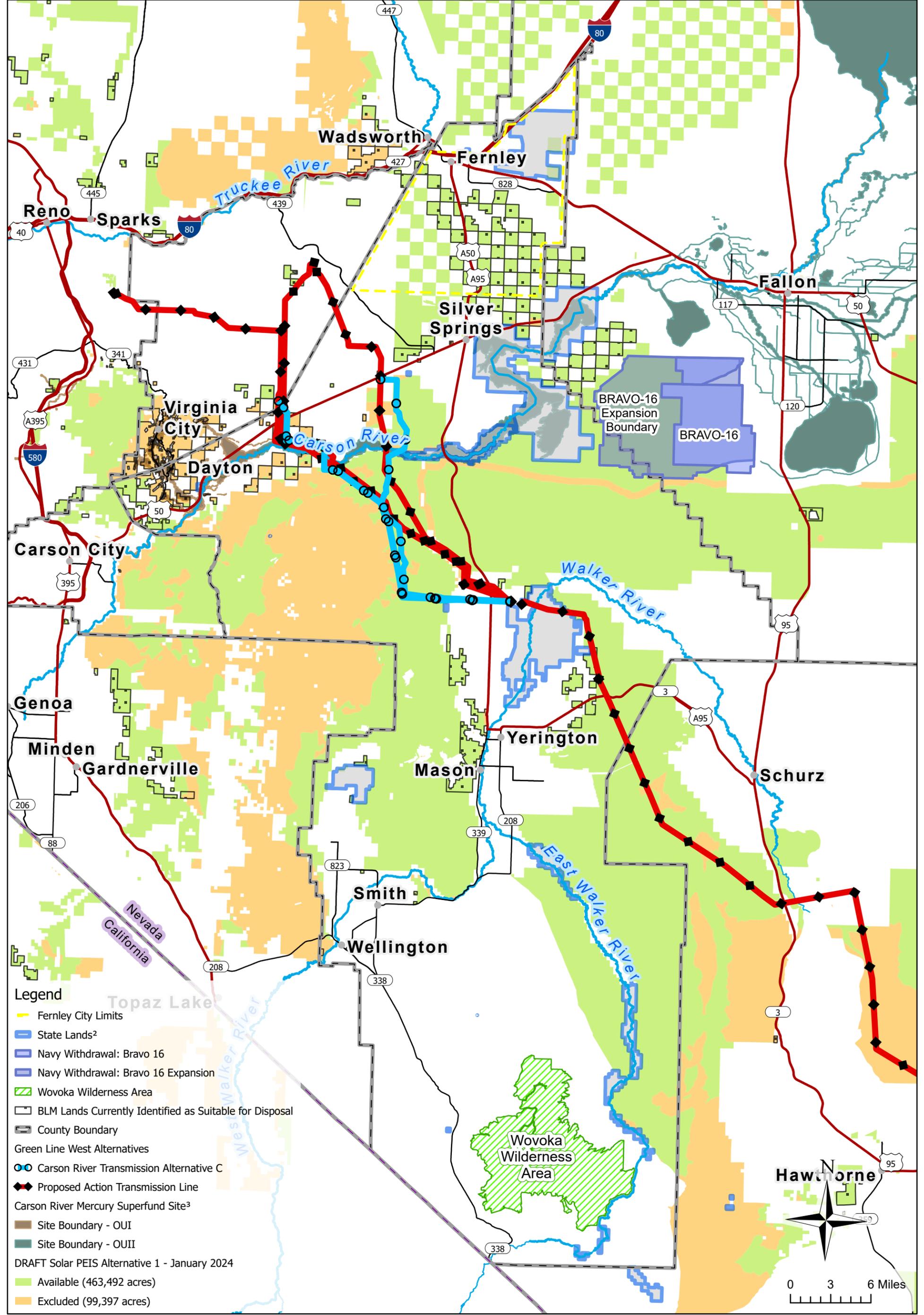
Notes:
 1. placeholder
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services

**BLM Draft Utility – Scale Solar Energy
 Development Programmatic EIS:
 No Action Alternative**



3/14/2024

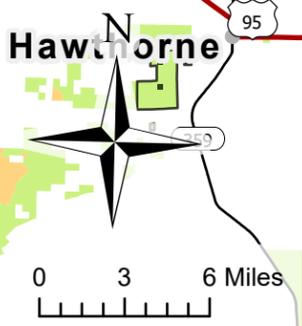




- Legend**
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 - Wovoka Wilderness Area
 - BLM Lands Currently Identified as Suitable for Disposal
 - County Boundary
 - Green Line West Alternatives
 - Carson River Transmission Alternative C
 - Proposed Action Transmission Line
 - Carson River Mercury Superfund Site³
 - Site Boundary - OUI
 - Site Boundary - OUII
 - DRAFT Solar PEIS Alternative 1 - January 2024
 - Available (463,492 acres)
 - Excluded (99,397 acres)

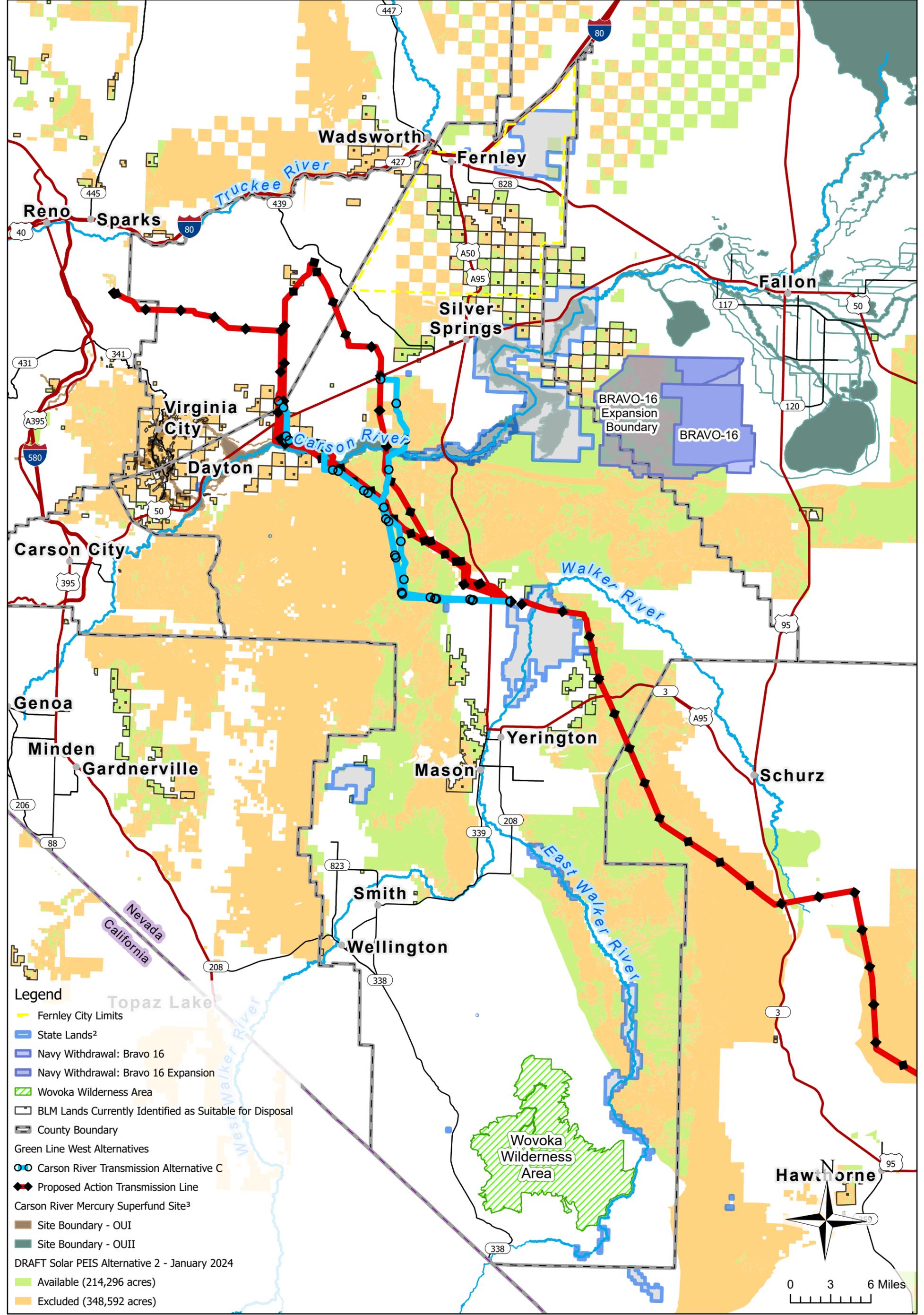
Notes:
 1. placeholder
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services

BLM Draft Utility – Scale Solar Energy
 Development Programmatic EIS:
 Alternative 1



3/14/2024

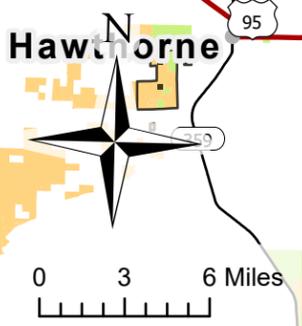




- Legend**
- Fernley City Limits
 - State Lands²
 - Navy Withdrawal: Bravo 16
 - Navy Withdrawal: Bravo 16 Expansion
 - Wovoka Wilderness Area
 - BLM Lands Currently Identified as Suitable for Disposal
 - County Boundary
 - Green Line West Alternatives
 - Carson River Transmission Alternative C
 - Proposed Action Transmission Line
 - Carson River Mercury Superfund Site³
 - Site Boundary - OUI
 - Site Boundary - OUII
 - DRAFT Solar PEIS Alternative 2 - January 2024
 - Available (214,296 acres)
 - Excluded (348,592 acres)

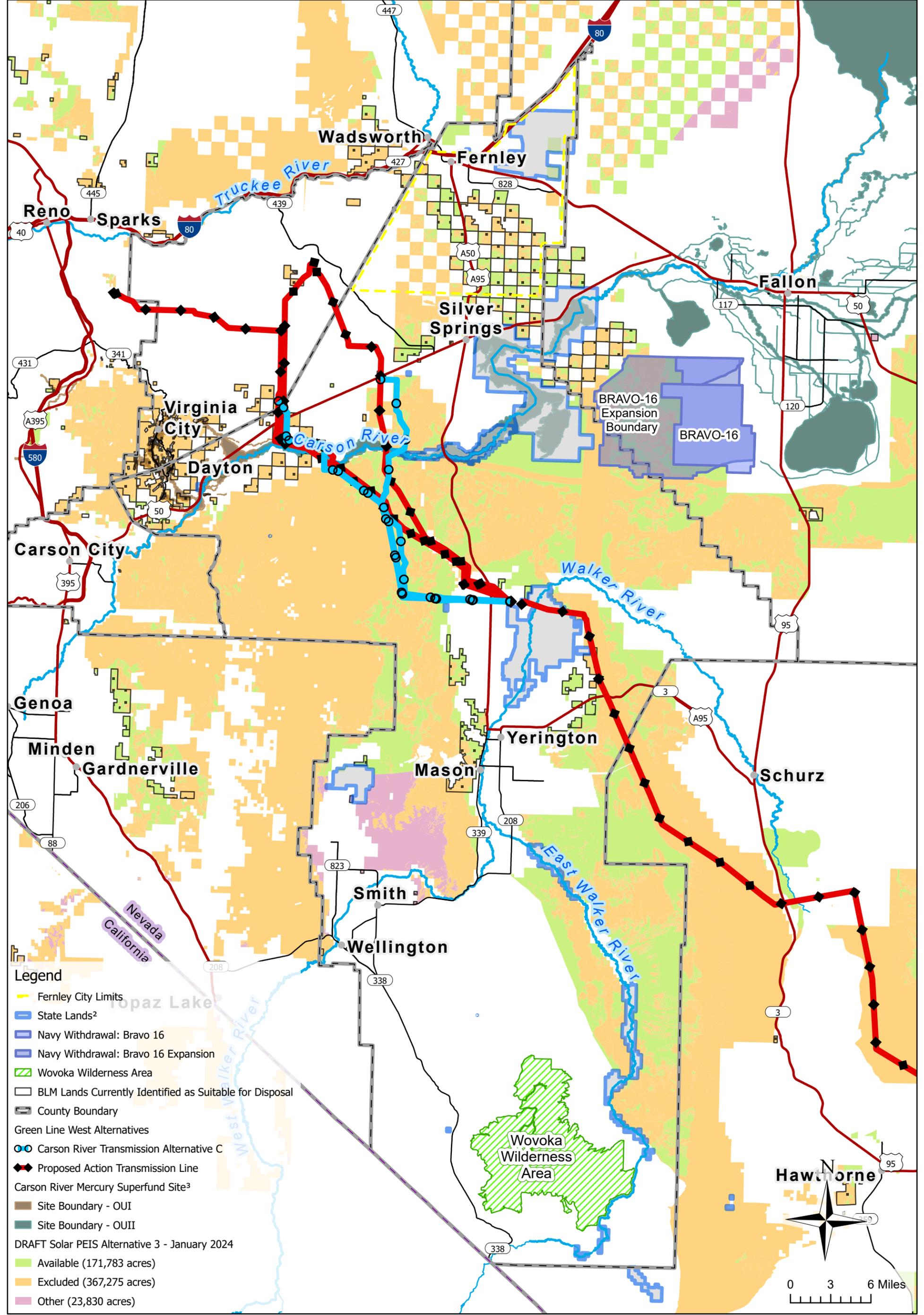
Notes:
 1. placeholder
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services

BLM Draft Utility – Scale Solar Energy
 Development Programmatic EIS:
 Alternative 2



3/14/2024

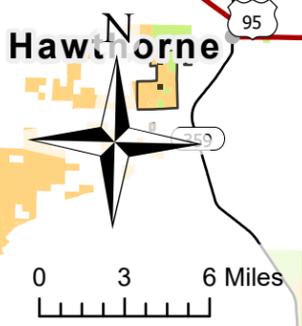




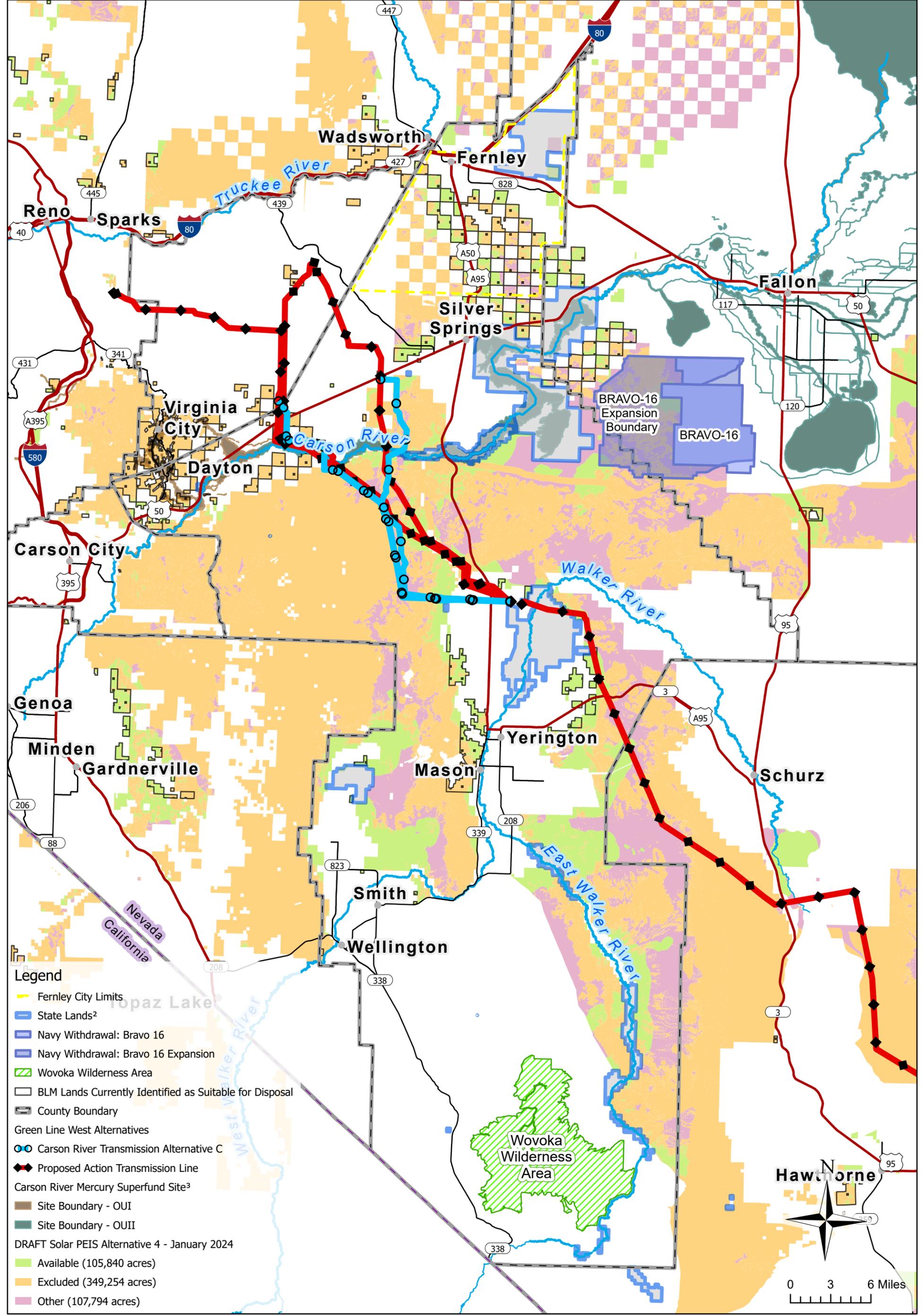
- Legend**
- Fernley City Limits
 - State Lands²
 - Navy Withdrawal: Bravo 16
 - Navy Withdrawal: Bravo 16 Expansion
 - Wovoka Wilderness Area
 - BLM Lands Currently Identified as Suitable for Disposal
 - County Boundary
 - Green Line West Alternatives
 - Carson River Transmission Alternative C
 - ◆ Proposed Action Transmission Line
 - Carson River Mercury Superfund Site³
 - Site Boundary - OUI
 - Site Boundary - OUII
 - DRAFT Solar PEIS Alternative 3 - January 2024
 - Available (171,783 acres)
 - Excluded (367,275 acres)
 - Other (23,830 acres)

Notes:
 1. placeholder
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services

**BLM Draft Utility – Scale Solar Energy
 Development Programmatic EIS:
 Alternative 3**



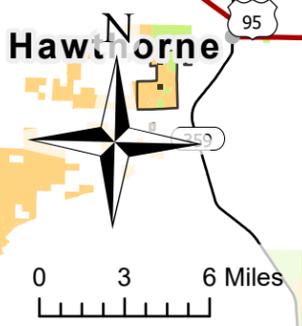
3/14/2024



- Legend**
- Fernley City Limits
 - State Lands²
 - Navy Withdrawal: Bravo 16
 - Navy Withdrawal: Bravo 16 Expansion
 - Wovoka Wilderness Area
 - BLM Lands Currently Identified as Suitable for Disposal
 - County Boundary
 - Green Line West Alternatives
 - Carson River Transmission Alternative C
 - ◆ Proposed Action Transmission Line
 - Carson River Mercury Superfund Site³
 - Site Boundary - OUI
 - Site Boundary - OUII
 - DRAFT Solar PEIS Alternative 4 - January 2024
 - Available (105,840 acres)
 - Excluded (349,254 acres)
 - Other (107,794 acres)

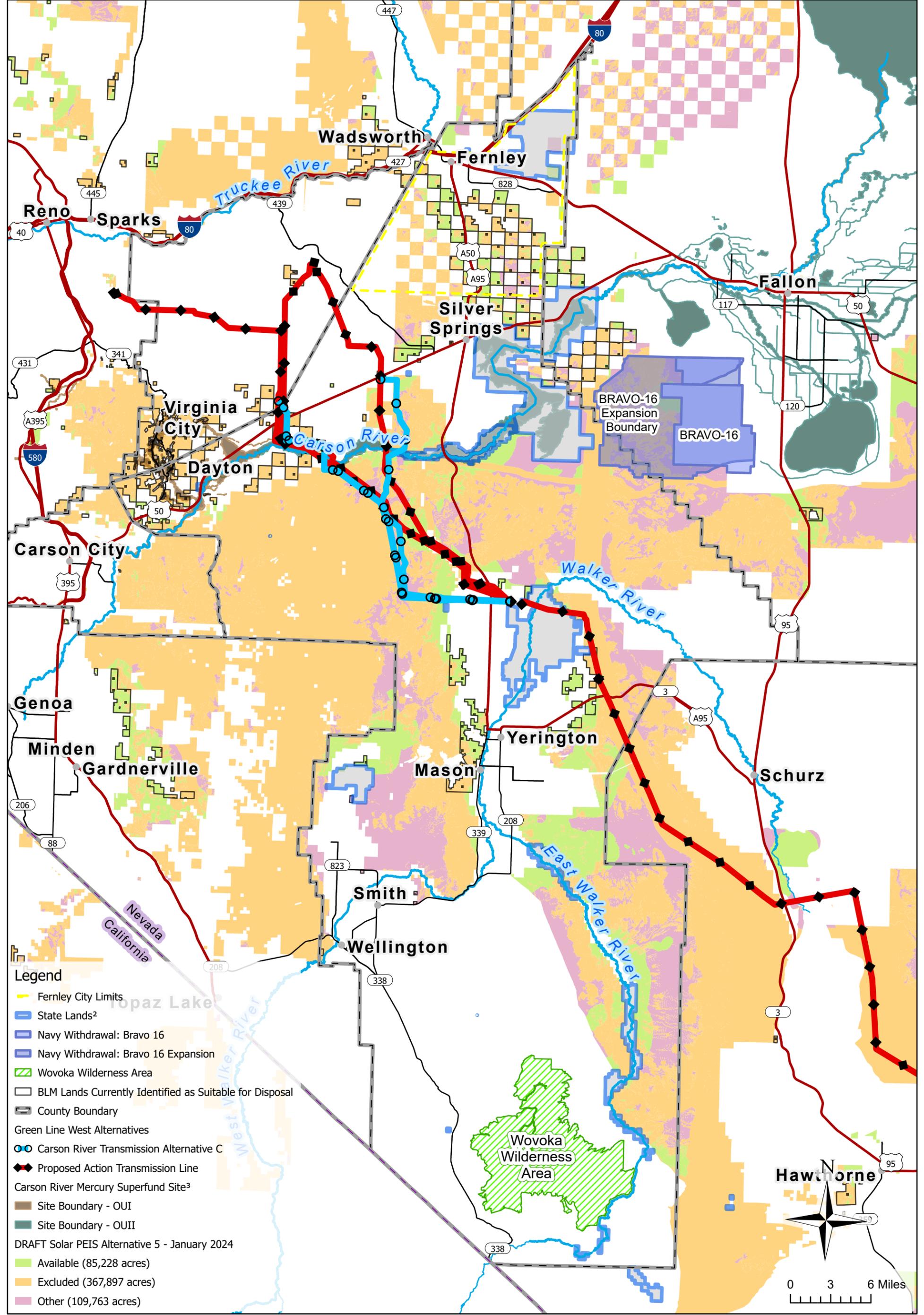
Notes:
 1. placeholder
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services

**BLM Draft Utility – Scale Solar Energy
 Development Programmatic EIS:
 Alternative 4**



3/14/2024

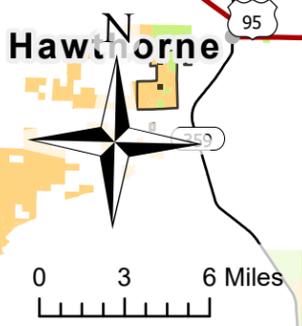




- Legend**
- Fernley City Limits
 - State Lands²
 - Navy Withdrawal: Bravo 16
 - Navy Withdrawal: Bravo 16 Expansion
 - Wovoka Wilderness Area
 - BLM Lands Currently Identified as Suitable for Disposal
 - County Boundary
 - Green Line West Alternatives
 - Carson River Transmission Alternative C
 - ◆ Proposed Action Transmission Line
 - Carson River Mercury Superfund Site³
 - Site Boundary - OUI
 - Site Boundary - OUII
 - DRAFT Solar PEIS Alternative 5 - January 2024
 - Available (85,228 acres)
 - Excluded (367,897 acres)
 - Other (109,763 acres)

Notes:
 1. placeholder
 2. Nevada State Lands, published 2020
 3. EPA, ESRI Services

BLM Draft Utility – Scale Solar Energy
 Development Programmatic EIS:
 Alternative 5



3/14/2024



W.C.C



Erin Lopez <elopez@lyon-county.org>

Western Solar Proposal Comments - agenda item 6c

2 messages

4x4fun-scott@usa.net <4x4fun-scott@usa.net>
To: countyclerks@lyon-county.org

Sun, Mar 31, 2024 at 11:30 AM

Hello, My preferred alternative is number one - So much land has already been removed from public access we don't need the threat of more being taken away. Public land and open space is the reason I moved to Nevada. My big concern is that putting in more solar effectively gives China control over our critical electric infrastructure as
thhttps://classic.netaddress.com/tpl/Message/123DUZOPC/Editor#ey supply the solar panels! Thanks for listening, Scott
Heidorn Smith Valley, NV

Erin Lopez <elopez@lyon-county.org>
To: 4x4fun-scott@usa.net
Cc: countyclerks@lyon-county.org

Wed, Apr 3, 2024 at 8:32 AM

Thank you, I will have this available for the meeting.

- Erin

[Quoted text hidden]

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*Erin Lopez*

Administrative Assistant
Lyon County Manager's Office
27 S. Main Street
Yerington, NV 89447
775-463-6531, option 6



Erin Lopez <elopez@lyon-county.org>

Public Comment

2 messages

'Matt & Pat Swain' via County Clerks <countyclerks@lyon-county.org>

Mon, Apr 1, 2024 at 11:52 AM

Reply-To: Matt & Pat Swain <mapswain@yahoo.com>

To: "countyclerks@lyon-county.org" <countyclerks@lyon-county.org>

Dear Lyon County Commissioners:

Regarding item 6c Discussion of BLM's Utility-Scale Solar PEIS:

I would like to encourage Lyon County to join other counties as a Cooperating Agency in order to have maximum input for this project as well as future site-specific projects that might be proposed in Lyon County.

Among the alternatives, I would favor your supporting the "Smart from the Start" alternative from the Western Solar Alliance; otherwise, Alternative 5 sounds like the best option-- but there must be at least a one-mile buffer zone between the solar facility boundary and any homes, businesses, agricultural areas, and Wildlife Management Areas. The other alternatives are untenable because of their impact on Smith Valley residents--viewsheds public land recreational use, wildlife use, etc.

Even Alternative 5 appears to abut Artesia Lake/Alkali Lake, which is a Nevada State Wildlife Management Area. The primary emphasis of WMAs is the protection of wetlands and waterfowl, as well as hunting. What effect would the proximity of a solar project have on any birds that use Artesia Lake? Has BLM contacted NDOW, the managing state agency?

Thank you for your consideration,

Patricia Swain
33 Terrell Lane
Wellington (Lyon County)

Erin Lopez <elopez@lyon-county.org>

Wed, Apr 3, 2024 at 8:32 AM

To: Matt & Pat Swain <mapswain@yahoo.com>

Cc: "countyclerks@lyon-county.org" <countyclerks@lyon-county.org>

Thank you, I will have this available for the meeting.

- Erin

[Quoted text hidden]

--

*Erin Lopez*

Administrative Assistant
Lyon County Manager's Office
27 S. Main Street
Yerington, NV 89447
775-463-6531, option 6



Erin Lopez <elopez@lyon-county.org>

Public Comment

'Matt & Pat Swain' via County Clerks <countyclerks@lyon-county.org>

Sun, Mar 31, 2024 at 9:51 AM

Reply-To: Matt & Pat Swain <mapswain@yahoo.com>

To: countyclerks@lyon-county.org

Dear Lyon County Comissioners,

I am deeply concerned about BLM's proposed updates to the Western Solar Plan and how they might impact Lyon County.

Firstly, I would encourage all members of the Lyon County Board of Comissioners to directly familiarize themselves with the impact that these utility-scale solar installations have on the land. A nearby example of one of these installations can be found about four miles north of Luning in Mineral County. There are other similar installations along Hwy. 14, north of Mojave in California. I believe that it is impossible for a person to make an informed opinion on this subject without seeing a utility-scale solar project with their own eyes. I will not attempt to cite the many unintended consequences of these installations.

No less important a consideration is direct familiarity with the areas that BLM has identified as possible sites for solar development. Simply looking at these sites on the BLM maps does not adequately correlate the proximity of homes, flora and fauna. As an example, my home, located in Smith Valley, on the eastern alluvial slope of the Pine Nut Range is directly adjoined by BLM land supporting a mixed pinyon/juniper forest with a wide variety of wildlife. We specifically purchased our land because of the viewshed and recreational opportunities on the adjacent BLM land. This adjacent BLM land is identified as appropriate for utility-scale solar development in Alternative 1, 2 and 4.

I urge the Lyon County Board of Commissioners to look closely into this matter and take an active roll in guiding the BLM's development of this plan. Utility-scale solar developments should be widely separated from residential properties and should be designed so as to minimize impact on viewshed, grazing and recreational access.

Thank you for your thoughtful consideration of this important matter.

Matt Swain
33 Terrell Lane
Wellington NV 89444



Erin Lopez <elopez@lyon-county.org>

Public comment

'Bonnie' via County Clerks <countyclerks@lyon-county.org>

Tue, Apr 2, 2024 at 11:11 AM

Reply-To: Bonnie <bonniebobo@yahoo.com>

To: countyclerks@lyon-county.org

Regarding solar in Smith valley. As a homeowner I would request that solar if needed in the valley be placed minimum 1 mile away from homes. We moved to this valley for the agriculture, the nature, and the beautiful views. Solar really would put a damper on that. Please consider if having solar in less populated areas. Nevada has many open spaces. Please consider those who bought here before this. I would love to see smith valley excluded from this entirely. But if it cannot.

- I Request that Lyon County become a Cooperating Agency. This would include them in early notification as this moves forward. Many other counties in NV were named as cooperating agencies early on and as a result had information to review in advance of the public notice.

- Request the public comment be extended. 90 days for an environmental impact statement that spans 11 states is not sufficient and the only in person public meeting in NV was in Las Vegas.

- I request the exclusion of land in water basins that are over allocated and over pumped. This exclusion would help protect the acreage in the north valley that is currently included in all the alternatives

Please keep our public lands available to those who so love it.

Bonnie Swain
Smith valley homeowner

Get BlueMail for Android



Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT FOR APR. 4 BOCC MEETING RE THE BLM WESTERN SOLAR PLAN

'Ruth Ifversen' via County Clerks <countyclerks@lyon-county.org>

Tue, Apr 2, 2024 at 8:13 PM

Reply-To: Ruth Ifversen <wagonerrd@yahoo.com>

To: countyclerks@lyon-county.org

Hello, we live on Owens Place Road in Smith Valley a few acres away from the proposed installation of solar panels on BLM land. We therefore support the following:

- 1) Alternative 5 and the Western Solar Alliance "Smart from the Start" alternative.
- 2) Excluding land where the water basins are over-allocated and over-pumped. This would help protect the acreage just north of our home near the Artesia Lake Wildlife Refuge.
- 3) Lyon County becoming a cooperating agency so that it will receive early notification.
- 4) Requesting that public comment period be extended for more than the current 90 days. These are complex proposals which are difficult for the non-expert to absorb and form opinions on in such a short period of time.

Construction of a solar panel farm so close to our home would not only destroy our view shed but could harm wildlife and would drastically lower our property value, rendering it virtually impossible to sell.

Please take into consideration the concerns of residents in our neighborhood in northeast Smith Valley which was never done when the Smith Valley Dairy was rammed through despite the obvious devastating effect on its neighbors. It now sits idle, a permanent eyesore on our landscape.

Let's do a better job of keeping Smith Valley beautiful.

Sincerely, David and Ruth Ifversen



Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT

joanne lawson <jlawsonrph@gmail.com>
To: countyclerks@lyon-county.org

Tue, Apr 2, 2024 at 8:10 PM

Commissioners:

These comments are in regard to item 6c - discussion of BLM's Utility Scale Solar PEIS.

Unfortunately I am unable to attend the BOCC meeting on April 4th, 2024. However, I feel it is important to briefly voice my concerns regarding this solar project.

In reviewing the "alternative plans", alternative 5 and the Western Solar Alliance "Smart from the Start" alternative appears to be the least impactful to Smith Valley with the addition of excluding land where water basins are over allocated and over pumped.

The scope of the Western Solar Plan covers 11 states. The actual environmental impact to Smith Valley has not been taken into consideration. No in person meetings have occurred in Northern Nevada. I would request that a 90 day extension for public comment be made.

I would also request that Lyon County become a Cooperating Agency as soon as possible. This would give the county early notification as the project moves forward.

The impact to the environment and communities could be large. What buffer would exist between the solar facility and residential properties and businesses? Are there not areas where these facilities could be placed where the land is already disturbed rather than taking away undisturbed public recreational land, wildlife habitats, etc?

Thank you for your consideration of this matter.

Joanne Lawson
Smith, NV



Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT - BLM Western Solar Plan

James Kinninger <jameskinninger6@gmail.com>

Tue, Apr 2, 2024 at 7:38 PM

To: Countyclerks@lyon-county.org

Cc: Georgia Kinninger <gvkinn@yahoo.com>

Dear Lyon County Commissioners,

Regarding the BLM Western Solar Plan, please consider the following requests and concerns that we residents of Smith Valley have:

1. Exclude land where the water basins are over-allocated and over-pumped (such as all of Smith Valley).
2. Of the 5 alternatives under consideration, we very much favor Alternative 5.
3. We request that Lyon County become a "Cooperating Agency". This would include your Board in early notifications as this moves forward.
4. We request that the public comment period be extended as 90 days is not enough time for eleven states to give input on this huge environmental impact statement.

Thank you,

James and Georgia Kinninger
87 Pinon Drive
Smith Valley, NV 89444



Erin Lopez <elopez@lyon-county.org>

Public Comment

'Grant Swain' via County Clerks <countyclerks@lyon-county.org>

Tue, Apr 2, 2024 at 7:01 PM

Reply-To: Grant Swain <four27_cobra@yahoo.com>

To: countyclerks <countyclerks@lyon-county.org>

Cc: bonniebobo <bonniebobo@yahoo.com>

Dear Lyon County Commissioners:

Regarding item 6c Discussion of BLM's Utility-Scale Solar PEIS:

I would like to encourage Lyon County to join other counties as a Cooperating Agency in order to have maximum input for this project as well as future site-specific projects that might be proposed in Lyon County.

Among the alternatives, I would favor your supporting the "Smart from the Start" alternative from the Western Solar Alliance; otherwise, Alternative 5 sounds like the best option-- but there must be at least a one-mile buffer zone between the solar facility boundary and any homes, businesses, agricultural areas, and Wildlife Management Areas. The other alternatives are untenable because of their impact on Smith Valley residents--viewsheds public land recreational use, wildlife use, etc.

Even Alternative 5 appears to abut Artesia Lake/Alkali Lake, which is a Nevada State Wildlife Management Area. The primary emphasis of WMAs is the protection of wetlands and waterfowl, as well as hunting. What effect would the proximity of a solar project have on any birds that use Artesia Lake? Has BLM contacted NDOW, the managing state agency?

Thank you for your consideration,

Grant Swain
50 acciari rd smith nv
(Lyon county)



Erin Lopez <elopez@lyon-county.org>

Western Solar Plan

Joan Wilder <joanwsv@gmail.com>

Tue, Apr 2, 2024 at 3:44 PM

To: "countyclerks@lyon-county.org" <countyclerks@lyon-county.org>

This is an awful plan that would have devastating effect on the land. I see no reason to put these solar fields in our back yard. It will be harmful to wild life and to us. It is invasive and solar is, in my opinion, not the way for us to be heading. All the panels are made in China. These panels are easily destroyed by weather issues. What effect would that amount of panels have on humans. This needs to be looked into further!!!! Joan Wilder 151 Burke Drive, Wellington, Nv.



Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT Item 6.c

Leslie Sonne <lesliefsonne@gmail.com>
To: countyclerks@lyon-county.org

Tue, Apr 2, 2024 at 3:55 PM

Dear County Commissioners:

About Agenda Item 6.c., Discussion of the BLM Utility Scale Solar PEIS, I am asking that you support the following in a letter to BLM:

All aspects of Alternative 5.

All aspects of the Western Alliance Smart from the Start Alternative.

Request an additional exclusion for land in water basins that are over-allocated and over-pumped.

Alternative 5 is a good start if there must be something, with much of the valley being excluded, but it would not cover the area in the northern part of the valley that is currently showing as available for solar development in all the alternatives.

The Western Alliance alternative is incredibly important to include as it has the requirement for at least a one-mile buffer zone from residential and other types of properties. If you look at the map for Smith Valley in Alternative's 1, 2 and 4, there are numerous places where areas to be made available for solar development literally begin at the property lines of private residential property. These alternatives would certainly open the door for resource conflict between community members and solar companies, but the Western Alliance alternative seems to mitigate this issue. This alternative also seems to include local agencies more in the process and local agencies are the ones with more knowledge of land that is undisturbed that should be excluded.

An exclusion that specifically addresses water should be voiced and supported. With our water situation in Smith and Mason Valleys, to the point that the state is buying back and retiring water rights, this certainly is a resource conflict that should be addressed now.

Supporting the three alternatives/exclusions listed above would be a good start toward protecting the future of Lyon County residents and its land, water, and wildlife.

BLM has not allowed enough time and has taken a 100,000-foot view so they are not properly excluding land that is next door to existing residential properties, areas of undisturbed land, that in Smith Valley are seemingly included in all alternatives, and they do not seem to be addressing the lack of water at all. I encourage you to ask BLM for an extension on the public comment period and hold an in-person meeting in Northern Nevada so we all have more time to discuss our concerns.

Finally, I ask that you become a Cooperating Agency as soon as possible. This will allow you (and therefore your constituents) greater opportunity for input as this moves forward.

Thank you,
Peter A. Sonne
P.O. Box 286
Smith, NV 89430



Erin Lopez <elopez@lyon-county.org>

Comments on April 4 agenda item 6b

1 message

Rita and Scott <srheid@usa.net>
To: countyclerks@lyon-county.org

Sun, Mar 31, 2024 at 11:22 AM

Thanks for your hard work in support of Lyon County. This resolution clearly states the pressures being put the removal of Lyon County lands from public use and does not reflect the pending impact being proposed by BLM solar proposal. I support the resolution as written.

Rita Heidkamp
Smith, NV



Erin Lopez <elopez@lyon-county.org>

Public Comments

1 message

Judith Harker <judhrkr@gmail.com>
To: countyclerks@lyon-county.org

Sun, Mar 31, 2024 at 10:33 PM

Dear County Commissioners:

These comments are in regard to Agenda Item 6.c. Discussion of BLM's Utility-Scale Solar PEIS.

I am writing to you in lieu of attending the BOCC meeting on April 4, 2024, because I will be out of town. This is an urgent and important matter for the entire county and can impact the future quality of life of many residents, wildlife habitat, and the economic development and growth patterns in the county during the next twenty years.

First, I urge you to join many other Nevada counties in becoming a Cooperating Agency. This should be done as soon as possible. After the current public review period, which ends on April 18th, Cooperating Agencies will also have an opportunity to review the Administrative Final Environmental Impact Statement. In addition, you will have an opportunity for greater input to future site-specific Environmental Impact Statements when solar utilities apply to BLM to install projects in Lyon County.

Second, I urge you to take the opportunity to submit your comments to BLM regarding this Programmatic Environmental Impact Statement both as the Board of County Commissioners and also as individual members of the public. Please provide direction to the County Manager to submit comments before the end of the Public Review period on April 18th.

I would like to suggest the following issues be addressed in your comments:

1. The vast scope of the Western Solar Plan, which covers eleven western states, requires ample opportunity for public scrutiny and review. The only in-person public meeting that has been held in Nevada was in Las Vegas. Some states had none. Given the extent and complexity of the PEIS, please request a 90-day extension of the public comment period, and also request a public meeting in northern Nevada, since we have very different needs and environmental issues from southern Nevada.
2. Each county, as a primary local agency, needs more input and influence in the approval of future utility-scale solar applications. County-level local participation is the best way to coordinate utility-scale solar installations on private land, distributive solar installations (e.g. rooftops), and facilities on BLM land. Local level knowledge about land use, habitat, and disturbed lands or other exclusion criteria must be part of the map verification and approval procedure for site-specific projects.
3. There are two additional exclusion areas that need to be added to all Alternatives. There should be a minimum one-mile buffer zone between the solar facility boundary and the property lines of adjacent residences, agricultural areas, and public community facilities (for example, schools, hospitals, museums and historic sites, town halls, cemeteries, public parks). Many areas of small rural communities are adjacent to BLM land and thus vulnerable to having solar installations abut residences, farms and community facilities. BLM land in hydrologic basins where water rights are over-allocated and groundwater is over-pumped should also be excluded.
4. I suggest you consider supporting the "Smart from the Start" alternative from the Western Solar Alliance and urging BLM to adopt that alternative. Failing that, I urge you to support Alternative 5, which offers the most sensible exclusions.

Sincerely,

Judith Harker, 47 Terrell Lane, Wellington, NV



Erin Lopez <elopez@lyon-county.org>

Comments for the April 5 agenda item 6c - BLM Western Solar plan

1 message

Rita and Scott <srheid@usa.net>
To: countyclerks@lyon-county.org

Sun, Mar 31, 2024 at 11:00 AM

Greetings,

I have waded thru the mountain of info provided on potential solar locations on Western BLM Lands. The info is thoughtful and well presented by BLM. I appreciate the commission providing and opportunity for residents of Lyon County to learn about this plan and to provide comment. I have also submitted my comments to BLM.

My preferred alternative is actually number one - no more ripping up the desert for solar and removing lands from public access. Once land is allocated to a solar project it is off limits to everyone. The navy has just taken a huge share of land that is heavily used for recreation in Dixie Valley and the Dead Camel Mountains. There is a potential for a huge copper mine in Smith Valley - again removing popular recreation land from public access. We don't need the potential of losing even more BLM land to solar - which sadly also makes our energy grid reliant on China for critical components.

At the rate we are moving, the very thing that makes Nevada so appealing - large open spaces available to the public - will no longer exist.

As I doubt there is much support for option one my second choice is Option 5 - only solar in areas that have been previously disturbed are are within 10 miles of transmission lines.

My objection to both Option 3 and Option 5 is that transmission lines will continue to be built disturbing even more land. If options 3 and 5 were changed to allow solar only on lands within 10 miles of EXISTING transmission line I would have much less objection to them.

Please confirm you have received this email and that you are the correct person to submit comments to.

Thanks,

Rita Heidkamp
Smith, NV



Erin Lopez <elopez@lyon-county.org>

Comments on April 4 agenda item 6b

Rita and Scott <srheid@usa.net>

Mon, Apr 1, 2024 at 10:13 PM

To: Erin Lopez <elopez@lyon-county.org>

Yikes - I must have been typing without looking. That second sentence is gibberish! Here is a corrected version. I hope you can remove the first version and substitute with this:

Greetings Lyon County Commissioners,

Thanks for your hard work in support of Lyon County. This resolution clearly states the pressures Lyon County is facing regarding removal of lands from public use. And it does not reflect the pending impact being proposed by the BLM solar proposal. I support the resolution as written.

Rita Heidkamp
Smith, NV

=====
[Quoted text hidden]



Erin Lopez <elopez@lyon-county.org>

Public Comments

1 message

Waianaë Gal <waianaegal@gmail.com>
To: countyclerks@lyon-county.org

Wed, Apr 3, 2024 at 2:02 PM

This correspondence is regarding the Smith Valley solar project.

Coming to the table a bit late I have a few questions regarding said project:

Why is Lyon County NOT a cooperative agency? Is it because Hudbay doesn't want to work with local governmental agencies?

With the only OPEN PUBLIC meeting being held in Las Vegas, how about a public in the general vicinity to the area of the state that will be impacted greatly by any decisions being made?

With water already being sparse in the desert / Smith Valley area, why is this location made up of mostly residential properties even being considered?

With the future of this project unsure, yet probably totally out of the hands of the residents of Lyon County, Smith and Mason Valley, has anyone viewed the future of the INS AND OUTS of prep vehicles, construction vehicles and what routes will be considered THROUGH residentially zoned land? And what impact will this have on the day to day lives of the residents of these areas? There are restrictions to heavy equipment traveling thru residential areas just to arrive and a location unrelated and no business being in the residential areas they traveled thru.?!?!?!?

While in the long term, the residents of Lyon County won't have much say as to the outcome and yet in large projects such as this and Hudbay, who will be impacted by the long term development, construction and maintenance of these projects... The Residents of the Rural Residentially zoned areas.

Thank you for your time,

Carlene Hopkins
775-447-4648



Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT

1 message

Timothy Montgomery <timdotm27@gmail.com>
To: countyclerks@lyon-county.org

Wed, Apr 3, 2024 at 8:59 AM

Regarding the BLM Western Solar Plan:

First off, as a degreed electrical engineer, I think the entire idea of 'solar farms' on public lands is absurd, inefficient and damaging to the environment. Solar panels belong on rooftops at the point of use, eliminating the transmission losses and minimizing the impact to the landscape. Using public lands for private profit utility companies to exploit is beyond the pale. I have no doubt that these 'utilities' pay a lot of money to politicians in order to enable this scheme, as they do so-called researchers promoting the destruction of our public lands. I know the internet is filled with pages of sites stating that there is 'practically no downside' to these 'farms'. At a minimum, isn't marring an otherwise spectacular natural landscape such as we have in Nevada a downside? I think it is.

That being said, looking at the Plan, the least offensive alternative is "5", which would minimize impacts to the beautiful Smith Valley landscape. I would also urge Lyon County to become a "cooperating agency", so that the county can keep in touch and informed as this initiative moves forward. I would also ask Lyon County to request extension of the public comment period - this is a complicated and enormous undertaking, and it deserves maximum public participation at every step.

I have gathered some notes regarding questions that Lyon County and everyone else involved should be asking regarding utility level solar installations; I would like to see the county develop standard policy on all of these at a minimum:

Total life cycle considerations: If a utility is granted the ability to install a farm, do they have to put up a bond to finance their removal and remediation of the land?

-Taxpayers should not foot the bill for remediation, nor should we rely on these utilities to not go bankrupt – Bonds should be required.

Is recycling mandated for utility solar installations (i.e. no landfill of panels at the end of service life)?

-Harvard Business Review in 2021 predicted 78 million tons of solar panel waste by 2050.

-Lyon County Residents do not want these in local landfills where they could contaminate the groundwater.

What provisions are made for keeping the utility site clean? Are the regulations in place to make sure broken panels are not left on the ground, wiring debris is picked up, packaging materials, metal parts etc. are not left on the ground? Who has oversight?

-It will be unacceptable for trash associated with these installations to be left on the ground, where it can blow in the wind, harm local wildlife, or potentially contaminate groundwater. A routine inspection should be required.

What regulations are there for control of vermin, i.e. are the utilities allowed to trap/kill rodents and birds that damage the panels or wiring? Who has oversight?

-There should be every effort made to build these sites such that vermin control is not necessary, no exposed wiring, electronics, or places for birds and animals to build nests.

What regulations will be in place to limit soil erosion and sediment runoff from grading operations upon installation of the systems (solar installations typically require level ground)?

-Clean Water Act violations have been noted for these types of facilities.

Are energy storage components anticipated for these sites? Could battery accidents lead to fires, igniting brush and causing wildfires?

-This could include battery malfunction, outgassing, and physical damage from natural events such as flooding or earthquakes.

Similar to the above question, what protections are the utilities required to implement to avoid any sparks, overheating, ignition sources including fire from creating wildfires?

-This would include new power lines placed to connect to the installations.

Are the utilities required to have insurance in the event they are responsible for wildfires?

-This would also include new power lines placed to connect to the installations.

Does Lyon County have restrictions for how close solar utility installations can be from residential housing?

-Recommendations can vary, but 3km / 1.9 miles is mentioned in some references.

Does Lyon County have a measure regarding the reduction of land values near these installations?

-Variable, but real estate agents can apparently assess this aspect where applicable.

Are provisions required to limit noise from solar utility installations?

-Power inverters generate noise.

Are provisions required to limit glare impact on flight patterns and roadways?

-Significant commercial, military and private air traffic over Lyon County. Likely over 1000 aircraft just over the southern part of the county per day.

Stats:

~5000 panels to produce one megawatt, the minimum size in this plan being 5 MW means that facility would have approximately 25,000 panels. To replace the 226 MW natural gas plant with solar would require 1,130,000 panels.

~1500-2000 panels per acre.

Thank you,

Tim Montgomery
Smith Valley

“They paved paradise and put up a solar farm”

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

9.a

Subject:

For Report Only: Dayton Justice Court Statistics

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [January 2024 - Criminal and Civil Statistics](#)
- [February 2024 - Criminal and Civil Statistics](#)

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT

J031102

Date: 1/1/2024 - 1/31/2024

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

| Criminal Caseload (Dictionary p. 10-13) | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Motor Vehicle - Other | Other Felony |
|--|---------------------------|----------------------|-------------------------------------|----------------------------|-------------------------------|----------------------------|-------|---------|--------------|------------------------|-------------------------------------|--------------------------|--------------|
| | 1. Begin Pending | | | | | | | | | | | | |
| a. Active | 3 | 0 | 0 | 0 | 1 | 12 | 10 | 5 | 0 | 0 | 0 | 1 | 1 |
| b. Inactive | 8 | 1 | 0 | 0 | 1 | 17 | 6 | 0 | 2 | 1 | 0 | 0 | 1 |
| 2. New Filings | | | | | | | | | | | | | |
| a. Charges | 1 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Disposition (Entry of Judgment) | | | | | | | | | | | | | |
| a. Original | 0 | 0 | 0 | 0 | 0 | 1 | 5 | 3 | 0 | 0 | 0 | 0 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | | | |
| a. Active | 4 | 0 | 0 | 0 | 1 | 11 | 17 | 3 | 0 | 0 | 0 | 1 | 1 |
| b. Inactive | 8 | 1 | 0 | 0 | 1 | 17 | 2 | 0 | 2 | 1 | 0 | 0 | 1 |
| 8. Set for Judicial Review | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age of Active Pending Caseload | | | | | | | | | | | | | |
| i. Original. 0-90 days | 2 | 0 | 0 | 0 | 0 | 2 | 12 | 1 | 0 | 0 | 0 | 0 | 0 |
| ii. Original. 91-180 days | 0 | 0 | 0 | 0 | 0 | 5 | 1 | 1 | 0 | 0 | 0 | 1 | 1 |
| iii. Original. 181-365 days | 2 | 0 | 0 | 0 | 1 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| iv. Original. > 365 days | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| v. Reopened. 0-60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened. 61-180 days | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened. > 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | | | |
| a. Original. Mean Number of days | 0 | 0 | 0 | 0 | 0 | 34 | 179 | 603 | 0 | 0 | 0 | 0 | 0 |
| b. Original. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 34 | 70 | 707 | 0 | 0 | 0 | 0 | 0 |
| c. Reopened. Mean Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT

J031102

Date: 1/1/2024 - 1/31/2024

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

| Criminal Caseload (Dictionary p. 10-13) | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - Other | Other Gross Misdemeanors |
|--|---------------------------|----------------------|-------------------------------------|----------------------------|-------------------------------|----------------------------|-------|---------|--------------|--------------------------|-----------------------------|
| | 1. Begin Pending | | | | | | | | | | |
| a. Active | 2 | 0 | 0 | 0 | 1 | 2 | 1 | 1 | 0 | 0 | 1 |
| b. Inactive | 2 | 0 | 0 | 0 | 4 | 6 | 0 | 0 | 0 | 0 | 0 |
| 2. New Filings | | | | | | | | | | | |
| a. Charges | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Disposition (Entry of Judgment) | | | | | | | | | | | |
| a. Original | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | |
| a. Active | 3 | 0 | 1 | 0 | 1 | 2 | 1 | 1 | 0 | 0 | 1 |
| b. Inactive | 2 | 0 | 0 | 0 | 4 | 6 | 0 | 0 | 0 | 0 | 0 |
| 8. Set for Judicial Review | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age of Active Pending Caseload | | | | | | | | | | | |
| i. Original. 0-90 days | 3 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| ii. Original. 91-180 days | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| iii. Original. 181-365 days | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| iv. Original. > 365 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| v. Reopened. 0-60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| vi. Reopened. 61-180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened. > 180 days | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | |
| a. Original. Mean Number of days | 51 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| b. Original. Median Num. of days | 51 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| c. Reopened. Mean Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet
Page 3 of 7

Court: DAYTON JUSTICE COURT

J031102

Date: 1/1/2024 - 1/31/2024

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

Criminal Caseload
(Dictionary p. 10-13)

| | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Other Misdemeanor | Traffic Misdemeanor | Traffic Civil Infraction | Parking | Other Civil Infraction |
|---|------------------------|-------------------|----------------------------------|----------------------------|-------------------------|-------|---------|--------------|---------------------|----------------------------------|-------------------|---------------------|--------------------------|---------|------------------------|
| 1. Begin Pending | | | | | | | | | | | | | | | |
| a. Active | 14 | 24 | 0 | 8 | 36 | 37 | 5 | 11 | 37 | 4 | 31 | 657 | 49 | 0 | 0 |
| b. Inactive | 10 | 13 | 0 | 7 | 21 | 16 | 0 | 8 | 24 | 1 | 9 | 79 | 0 | 0 | 0 |
| 2. New Filings | | | | | | | | | | | | | | | |
| a. Charges | 4 | 8 | 0 | 1 | 8 | 13 | 0 | 1 | 5 | 3 | 7 | 55 | 92 | 0 | 0 |
| 3. Reopened | | | | | | | | | | | | | | | |
| a. Charges | 6 | 8 | 0 | 1 | 9 | 18 | 1 | 1 | 9 | 3 | 11 | 102 | 96 | 0 | 0 |
| 4. Reactivated | | | | | | | | | | | | | | | |
| a. Charges | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Disposition (Entry of Judgment) | | | | | | | | | | | | | | | |
| a. Original | 2 | 2 | 0 | 4 | 2 | 3 | 0 | 0 | 1 | 1 | 1 | 6 | 0 | 0 | 0 |
| b. Reopened | 3 | 8 | 0 | 1 | 7 | 10 | 0 | 4 | 6 | 1 | 6 | 64 | 24 | 0 | 0 |
| 6. Placed on Inactive Status | | | | | | | | | | | | | | | |
| a. Original | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | | | | | |
| a. Active | 0 | 1 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 0 |
| b. Inactive | 17 | 25 | 0 | 12 | 36 | 43 | 5 | 8 | 37 | 6 | 33 | 652 | 117 | 0 | 0 |
| 8. Set for Judicial Review | | | | | | | | | | | | | | | |
| a. Active | 8 | 12 | 0 | 3 | 22 | 13 | 0 | 8 | 23 | 1 | 8 | 75 | 0 | 0 | 0 |
| b. Inactive | 15 | 5 | 0 | 0 | 2 | 2 | 1 | 2 | 21 | 0 | 1 | 0 | 0 | 0 | 0 |
| 9. Age of Active Pending Caseload | | | | | | | | | | | | | | | |
| i. Original. 0-90 days | 5 | 17 | 0 | 2 | 18 | 21 | 1 | 1 | 13 | 4 | 12 | 95 | 117 | 0 | 0 |
| ii. Original. 91-180 days | 1 | 5 | 0 | 2 | 7 | 3 | 1 | 1 | 10 | 0 | 4 | 25 | 0 | 0 | 0 |
| iii. Original. 181-365 days | 2 | 3 | 0 | 4 | 3 | 9 | 1 | 1 | 5 | 1 | 5 | 28 | 0 | 0 | 0 |
| iv. Original. > 365 days | 8 | 0 | 0 | 4 | 8 | 10 | 2 | 5 | 7 | 1 | 12 | 498 | 0 | 0 | 0 |
| v. Reopened. 0-60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened. 61-180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened. > 180 days | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 6 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | | | | | |
| a. Original. Mean Number of days | 268 | 250 | 0 | 23 | 456 | 291 | 0 | 290 | 111 | 108 | 352 | 109 | 29 | 0 | 0 |
| b. Original. Median Num. of days | 83 | 188 | 0 | 23 | 475 | 274 | 0 | 149 | 107 | 108 | 262 | 39 | 28 | 0 | 0 |
| c. Reopened. Mean Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigants | | | | | | | | | | | | | | | |
| a. Original | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Nevada Trial Courts

Criminal Statistics Reporting
Disposition Worksheet

Court: DAYTON JUSTICE COURT

J031102

Page 4 of 7

Date: 1/1/2024 - 1/31/2024

| Criminal Case Dispositions (Dictionary p. 16-19) | Felony Case Types (Dictionary, p.1-5) | | | | | | | | | | | | |
|---|---------------------------------------|-------------------|----------------------------------|-------------------------|----------------------------|-------------------------|-------|---------|--------------|---------------------|----------------------------------|-----------------------|--------------|
| | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Motor Vehicle - Other | Other Felony |
| Non-Trial Disposition | | | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Default Judgement (Civil Infraction Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uncontested Civil Violation (Civil Infrac. Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bail Forfeitures | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Nolle Prosequi (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transferred (before/during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (after diversion) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contested Civil Infraction | | | | | | | | | | | | | |
| FTA Default Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Dismissed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Committed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Preliminary Hearing | | | | | | | | | | | | | |
| Waiver of Preliminary Hearing | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bindover | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Non-Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 1 | 5 | 4 | 0 | 0 | 0 | 0 | 0 |
| Trial Dispositions | | | | | | | | | | | | | |
| Bench Trial | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jury Trials | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL DISPOSITIONS | 0 | 0 | 0 | 0 | 0 | 1 | 5 | 4 | 0 | 0 | 0 | 0 | 0 |

Date: 1/1/2024 - 1/31/2024

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

Date: 1/1/2024 - 1/31/2024

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

| Criminal Case Dispositions (Dictionary p. 16-19) | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s), Abuse | Protection Order Violations | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Other Misdemeanor | Traffic Misdemeanor | Traffic Civil Infractions | Parking | Other Civil Infractions |
|---|------------------------|-------------------|-----------------------------------|-----------------------------|-------------------------|-------|---------|--------------|---------------------|----------------------------------|-------------------|---------------------|---------------------------|---------|-------------------------|
| Non-Trial Disposition | | | | | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Default Judgement (Civil Infraction Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uncontested Civil Violation (Civil Infrac. Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| Bail Forfeitures | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 23 | 0 | 0 |
| Nolle Prosequi (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transferred (before/during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (before trial) | 1 | 5 | 0 | 1 | 5 | 8 | 0 | 3 | 2 | 0 | 0 | 19 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (before trial) | 2 | 3 | 0 | 0 | 2 | 2 | 0 | 1 | 2 | 6 | 1 | 25 | 0 | 0 | 0 |
| Dismissed (after diversion) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 |
| Contested Civil Infraction | | | | | | | | | | | | | | | |
| FTA Default Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Dismissed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Committed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Preliminary Hearing | | | | | | | | | | | | | | | |
| Waiver of Preliminary Hearing | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bindover | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Non-Trial Dispositions | 3 | 8 | 0 | 1 | 7 | 10 | 0 | 4 | 6 | 6 | 1 | 64 | 24 | 0 | 0 |
| Trial Dispositions | | | | | | | | | | | | | | | |
| Bench Trial | | | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jury Trials | | | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| GRAND TOTAL DISPOSITIONS | 3 | 8 | 0 | 1 | 7 | 10 | 0 | 4 | 6 | 6 | 1 | 64 | 24 | 0 | 0 |

Nevada Trial Courts

Court: DAYTON JUSTICE COURT

J031102

Date: 1/1/2024 - 1/31/2024

Additional Criminal Caseload Statistics (p. 5-9)

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

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

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

Mental Competency Statistics (p. 6)

| | |
|---|---|
| Orders for Mental Competency Evaluation | 2 |
| Mental Competency Hearing | 0 |
| Findings of Incompetence | 0 |

Court Interpreter Statistics (p. 6)

| | | |
|-------------------------------|------------------------------|---|
| Cases with Court Interpreters | 2 | |
| Languages Used by Party | Spanish | 2 |
| | Tagalog | 0 |
| | Chinese (Mandarin/Cantonese) | 0 |
| | American Sign Language | 0 |
| | Other Languages | 0 |

Additional Criminal Proceedings (p. 7-9)

| | | | |
|--|----|---|---|
| Extraordinary Writs | | Preliminary Hearing Continuances (p.9) | |
| Search Warrants Requests | 2 | Court Need | 0 |
| Pre-trial Custody Hearings | 0 | Prosecution Request | 0 |
| Probable Cause Findings/Hearings | 50 | Defendant Request (pro per) | 0 |
| Extradition Hearings | 0 | Defense Attorney Request | 0 |
| 72-Hour Hearings | 5 | Other | 0 |
| Arraignment Hearings | 56 | Total Prelim Hearing Continuances | 0 |
| Preliminary Hearings | 0 | | |
| Sentencing Hearings | 48 | Trial Continuances (p.9) | |
| Grand Jury Proceedings | | Court Need | 0 |
| | | Prosecution Request | 0 |
| Post-Adjudication Case Activity | | Defendant Request (pro per) | 0 |
| Remanded Cases | 0 | Defense Attorney Request | 0 |
| Request for Modification of Sentence | 0 | Other | 0 |
| Sentencing Violation | 0 | Total Trial Continuances | 0 |
| Post-Conviction Relief | 0 | | |

Court: DAYTON JUSTICE COURT

Court ID: J031102

Page 1 of 3

Date: 1/1/2024 to 1/31/2024

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

Civil Caseload
(Dictionary p. 32-35)

| | Real Property Case | | | Tort Case | | | | | Contract Case | | | | | Protection Orders | | | | | | | |
|---|--|--|--------------------------|----------------------|-------------------------|-----------------------|--------------------------------|-----------------|--|--------------------------------|--------------------------------|----------------------------------|---------------------|----------------------|--------------------------|---------------------|--------------------|------------------------------------|--|---|-------------------------------|
| | Landlord/Tenant Case (Summary Eviction) | Unlawful Detainer Complaint (Writs of Restitution) | Other Real Property Case | Negligence Case | | | Intentional Misconduct Case | Other Tort Case | Seller Plaintiff (Debt Collection) Case | | | Contract Buyer Plaintiff Case | Other Contract Case | Contested Liens Case | Petition to Seal Records | Other Civil Matters | Small Claims Cases | Request for DV Protection Order | Request for Protection Order (Non-DV) | Request for High Risk Protection Order | |
| | | | | Auto Negligence Case | Premises Liability Case | Other Negligence Case | | | Credit Card Collection Case | Payday Loan Collection Case | Debt Collection Agency Case | | | | | | | | | | Other Debt Collection Case |
| 1. Begin Pending | | | | | | | | | | | | | | | | | | | | | |
| a. Active | 58 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 146 | 1 | 38 | 18 | 4 | 10 | 1 | 0 | 47 | 16 | 6 | 6 | 0 |
| b. Inactive | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2. New Filings | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 3 | 4 | 20 | 0 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Dispositions (Entry of Judgments) | | | | | | | | | | | | | | | | | | | | | |
| a. Original | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 3 | 4 | 21 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | | | | | | | | | | | |
| a. Active | 63 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 151 | 1 | 38 | 19 | 3 | 10 | 1 | 0 | 47 | 16 | 6 | 5 | 0 |
| b. Inactive | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8. Set for Judicial Review | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age Of Active Pending Caseload | | | | | | | | | | | | | | | | | | | | | |
| i. Original, 0 - 90 days | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 53 | 1 | 7 | 1 | 0 | 1 | 1 | 0 | 0 | 3 | 0 | 2 | 0 |
| ii. Original, 91 - 180 days | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | 0 | 3 | 6 | 1 | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 0 |
| iii. Original, 181 - 365 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 13 | 0 | 2 | 0 | 0 | 3 | 0 | 0 | 0 | 2 | 1 | 0 | 0 |
| iv. Original, > 365 days | 47 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 51 | 0 | 25 | 9 | 2 | 5 | 0 | 0 | 46 | 9 | 4 | 2 | 0 |
| v. Reopened, 0 - 60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened, 61 - 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened, > 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | | | | | | | | | | | |
| a. Original, Mean Number of Days | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 167 | 0 | 0 | 0 | 133 | 0 | 0 | 0 | 2 | 150 | 2 | 2 | 0 |
| b. Original, Median Number of Days | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 146 | 0 | 0 | 0 | 133 | 0 | 0 | 0 | 2 | 41 | 1 | 1 | 0 |
| c. Reopened, Mean Number of Days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened, Median Number of Days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Court: DAYTON JUSTICE COURT

Court ID: J031102

Prepared by: ANGELICA M.
Approved by: [Signature]

Date: 1/1/2024 to 1/31/2024

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

| Civil Manner of Disposition (Dictionary p. 37-39) | Real Property Case | | | Tort Case | | | | Contract Case | | | | | Protection Orders | | | | | | | | |
|--|--|---|--------------------------|----------------------|-------------------------|-----------------------|-----------------------------|-----------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|-------------------------------|---------------------|----------------------|--------------------------|---------------------|--------------------|---------------------------------|---------------------------------------|--|
| | Landlord/Tenant Case (Summary Eviction) | Unlawful Detainer Complaint (Writs of Restitution) | Other Real Property Case | Auto Negligence Case | Premises Liability Case | Other Negligence Case | Intentional Misconduct Case | Other Tort Case | Credit Card Collection Case | Payday Loan Collection Case | Debt Collection Agency Case | Other Debt Collection Case | Contract Buyer Plaintiff Case | Other Contract Case | Contested Liens Case | Petition to Seal Records | Other Civil Matters | Small Claims Cases | Request for DV Protection Order | Request for Protection Order (Non-DV) | Request for High Risk Protection Order |
| Non-Trial Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Voluntary Dismissal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 |
| Involuntary Dismissal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Transferred (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Judgment on Arbitration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Stipulated Dismissal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Stipulated Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | | | |
| Default Judgment | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Motion to Dismiss by the Defendant(s) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Summary Judgment | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | | | | |
| Total Non-Trial Dispositions | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 2 | 0 | 3 | 0 | |
| Bench Trial Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Disposed After Trial Start (bench trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Judgment Reached (bench trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | | | |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | |
| Jury Trial Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Disposed After Trial Start (jury trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Verdict Reached | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Protection Orders Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Denied without Hearing | | | | | | | | | | | | | | | | | | | 0 | 5 | 0 |
| Granted without Hearing | | | | | | | | | | | | | | | | | | | 4 | 13 | 0 |
| Denied with Hearing | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 |
| Granted with Hearing | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 |
| Total Protection Order Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 18 | 0 | |
| Grand Total Dispositions | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 3 | 4 | 21 | 0 | |

Nevada Trial Courts

Civil Statistics Reporting
Caseload Statistics Worksheet

Court: DAYTON JUSTICE COURT

Court ID: J031102

Date: 1/1/2024 to 1/31/2024

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

| | |
|---|---|
| Civil Writs (related to an existing case) | 4 |
| Remitted/Remanded Civil Cases | 0 |
| Jury Trials | 0 |
| Non-Jury (Bench) Trials | 3 |
| Satisfaction of Judgment | 3 |
| Inmate Requests/Filings | 0 |
| Contempt and Preliminary Injunctions | 0 |
| Renewal of Judgment | 4 |

Justice Courts Only *(Dictionary p. 31)*

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

Court Interpreter Statistics *(Dictionary p. 31)*

Cases with Court Interpreters 0

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

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

Order to Seal Records 0

Civil High Risk Orders Report

Court: DAYTON JUSTICE COURT Court ID: J031102

For Dates Between: 1/1/2024 And 1/31/2024

Caseload Worksheet

| | |
|--------------|---|
| New Filings: | 0 |
| Reopened: | 0 |

Disposition Worksheet

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

Statistics Worksheet

| | |
|---------------------------------|---|
| Extended High Risk P/O Granted: | 0 |
| Extended High Risk P/O Denied: | 0 |
| Extended High Risk P/O Other: | 0 |
| High Risk P/O Leo: | 0 |
| High Risk P/O Family: | 0 |

Court: DAYTON JUSTICE COURT

J031102

Date: 2/1/2024 - 2/29/2024

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

Criminal Caseload
(Dictionary p. 10-13)

| | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Motor Vehicle - Other | Other Felony |
|---|------------------------|-------------------|----------------------------------|-------------------------|----------------------------|-------------------------|-------|---------|--------------|---------------------|----------------------------------|-----------------------|--------------|
| 1. Begin Pending | | | | | | | | | | | | | |
| a. Active | 5 | 0 | 0 | 0 | 1 | 11 | 16 | 3 | 0 | 1 | 0 | 2 | 1 |
| b. Inactive | 8 | 1 | 0 | 0 | 1 | 17 | 2 | 0 | 2 | 1 | 0 | 0 | 1 |
| 2. New Filings | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 1 |
| a. Charges | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 1 | 0 | 0 | 0 | 0 | 1 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Disposition (Entry of Judgment) | | | | | | | | | | | | | |
| a. Original | 1 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 1 | 1 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | | | |
| a. Active | 4 | 0 | 0 | 0 | 1 | 15 | 13 | 3 | 0 | 1 | 0 | 1 | 1 |
| b. Inactive | 8 | 1 | 0 | 0 | 1 | 17 | 1 | 0 | 2 | 1 | 0 | 0 | 1 |
| 8. Set for Judicial Review | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age of Active Pending Caseload | | | | | | | | | | | | | |
| i. Original. 0-90 days | 2 | 0 | 0 | 0 | 0 | 5 | 7 | 1 | 0 | 0 | 0 | 0 | 1 |
| ii. Original. 91-180 days | 0 | 0 | 0 | 0 | 0 | 3 | 3 | 1 | 0 | 1 | 0 | 1 | 0 |
| iii. Original. 181-365 days | 1 | 0 | 0 | 0 | 1 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| iv. Original. > 365 days | 1 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| v. Reopened. 0-60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened. 61-180 days | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened. > 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | | | |
| a. Original. Mean Number of days | 489 | 0 | 0 | 0 | 0 | 0 | 89 | 0 | 0 | 0 | 0 | 29 | 131 |
| b. Original. Median Num. of days | 489 | 0 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 29 | 131 |
| c. Reopened. Mean Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT

J031102

Date: 2/1/2024 - 2/29/2024

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

| Criminal Caseload (Dictionary p. 10-13) | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - Other | Other Gross Misdemeanors |
|--|---------------------------|----------------------|-------------------------------------|----------------------------|-------------------------------|----------------------------|-------|---------|--------------|--------------------------|-----------------------------|
| | 1. Begin Pending | | | | | | | | | | |
| a. Active | 3 | 0 | 1 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 1 |
| b. Inactive | 2 | 0 | 0 | 0 | 4 | 6 | 0 | 0 | 0 | 0 | 0 |
| 2. New Filings | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| a. Charges | 2 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Disposition (Entry of Judgment) | | | | | | | | | | | |
| a. Original | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | |
| a. Active | 2 | 0 | 1 | 0 | 1 | 2 | 0 | 1 | 0 | 0 | 1 |
| b. Inactive | 2 | 0 | 0 | 0 | 4 | 6 | 0 | 0 | 0 | 0 | 0 |
| 8. Set for Judicial Review | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age of Active Pending Caseload | | | | | | | | | | | |
| i. Original. 0-90 days | 2 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| ii. Original. 91-180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| iii. Original. 181-365 days | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| iv. Original. > 365 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| v. Reopened. 0-60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened. 61-180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| vii. Reopened. > 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | |
| a. Original. Mean Number of days | 23 | 0 | 0 | 0 | 0 | 0 | 130 | 0 | 0 | 0 | 0 |
| b. Original. Median Num. of days | 23 | 0 | 0 | 0 | 0 | 0 | 130 | 0 | 0 | 0 | 0 |
| c. Reopened. Mean Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Court: DAYTON JUSTICE COURT

J031102

Page 3 of 7

Date: 2/1/2024 - 2/29/2024

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

Criminal Caseload
(Dictionary p. 10-13)

| | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Other Misdemeanor | Traffic Misdemeanor | Traffic Civil Infraction | Parking | Other Civil Infraction |
|---|------------------------|-------------------|----------------------------------|----------------------------|-------------------------|-------|---------|--------------|---------------------|----------------------------------|-------------------|---------------------|--------------------------|---------|------------------------|
| 1. Begin Pending | | | | | | | | | | | | | | | |
| a. Active | 17 | 25 | 0 | 12 | 36 | 44 | 5 | 7 | 36 | 6 | 33 | 650 | 115 | 0 | 0 |
| b. Inactive | 8 | 12 | 0 | 3 | 22 | 13 | 0 | 9 | 23 | 1 | 8 | 74 | 0 | 0 | 0 |
| 2. New Filings | 5 | 3 | 0 | 1 | 2 | 4 | 2 | 3 | 0 | 2 | 2 | 56 | 121 | 1 | 0 |
| a. Charges | 7 | 3 | 0 | 1 | 2 | 5 | 3 | 3 | 2 | 2 | 2 | 87 | 122 | 1 | 0 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 |
| 5. Disposition (Entry of Judgment) | | | | | | | | | | | | | | | |
| a. Original | 9 | 9 | 0 | 4 | 8 | 5 | 1 | 1 | 6 | 3 | 6 | 71 | 58 | 0 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | | | | | |
| a. Active | 13 | 19 | 0 | 9 | 34 | 43 | 6 | 9 | 30 | 5 | 29 | 638 | 179 | 1 | 0 |
| b. Inactive | 8 | 12 | 0 | 3 | 18 | 13 | 0 | 9 | 23 | 1 | 8 | 71 | 0 | 0 | 0 |
| 8. Set for Judicial Review | 10 | 5 | 0 | 0 | 2 | 2 | 2 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age of Active Pending Caseload | | | | | | | | | | | | | | | |
| i. Original. 0-90 days | 5 | 13 | 0 | 3 | 15 | 18 | 2 | 3 | 8 | 3 | 8 | 84 | 178 | 1 | 0 |
| ii. Original. 91-180 days | 1 | 2 | 0 | 1 | 5 | 9 | 2 | 0 | 8 | 0 | 1 | 28 | 1 | 0 | 0 |
| iii. Original. 181-365 days | 0 | 4 | 0 | 1 | 6 | 5 | 0 | 1 | 5 | 1 | 7 | 24 | 0 | 0 | 0 |
| iv. Original. > 365 days | 6 | 0 | 0 | 4 | 8 | 11 | 2 | 5 | 7 | 1 | 13 | 496 | 0 | 0 | 0 |
| v. Reopened. 0-60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened. 61-180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened. > 180 days | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 6 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | | | | | |
| a. Original. Mean Number of days | 266 | 131 | 0 | 322 | 154 | 173 | 240 | 1 | 121 | 26 | 106 | 83 | 36 | 0 | 0 |
| b. Original. Median Num. of days | 14 | 64 | 0 | 322 | 60 | 211 | 240 | 1 | 118 | 27 | 39 | 38 | 27 | 0 | 0 |
| c. Reopened. Mean Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened. Median Num. of days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Court: DAYTON JUSTICE COURT

J031102

Page 4 of 7

Date: 2/1/2024 - 2/29/2024

Criminal Case Dispositions
(Dictionary p. 16-19)

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

| | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Motor Vehicle - Other | Other Felony |
|--|------------------------|-------------------|----------------------------------|-------------------------|----------------------------|-------------------------|----------|----------|--------------|---------------------|----------------------------------|-----------------------|--------------|
| Non-Trial Disposition | | | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Default Judgement (Civil Infraction Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uncontested Civil Violation (Civil Infrac. Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bail Forfeitures | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Nolle Prosequi (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transferred (before/during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (after diversion) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contested Civil Infraction | | | | | | | | | | | | | |
| FTA Default Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Dismissed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Committed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Preliminary Hearing | | | | | | | | | | | | | |
| Waiver of Preliminary Hearing | 1 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 1 | 0 |
| Dismissed (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bindover | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total Non-Trial Dispositions | 1 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 1 | 1 |
| Trial Dispositions | | | | | | | | | | | | | |
| Bench Trial | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jury Trials | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL DISPOSITIONS | 1 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 1 | 1 |

Court: DAYTON JUSTICE COURT

J031102

Date: 2/1/2024 - 2/29/2024

| Criminal Case Dispositions (Dictionary p. 16-19) | Gross Misdemeanor Types (Dictionary, p.1-5) | | | | | | | | | | |
|---|---|-------------------|----------------------------------|-------------------------|----------------------------|-------------------------|-------|---------|--------------|-----------------------|-------------------------|
| | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Child Abuse and Neglect | Protection Order Violation | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - Other | Other Gross Misdemeanor |
| Non-Trial Disposition | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Default Judgment (Civil Infraction Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uncontested Civil Violation (Civil Infrac. Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bail Forfeitures | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Nolle Prosequi (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transferred (before/during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (after diversion) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contested Civil Infraction | | | | | | | | | | | |
| FTA Default Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Dismissed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Committed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Preliminary Hearing | | | | | | | | | | | |
| Waiver of Preliminary Hearing | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bindover | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Non-Trial Dispositions | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Trial Dispositions | | | | | | | | | | | |
| Bench Trial | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jury Trials | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL DISPOSITIONS | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |

Court: DAYTON JUSTICE COURT

J031102

Page 6 of 7

Date: 2/1/2024 - 2/29/2024

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

| Criminal Case Dispositions (Dictionary p. 16-19) | Crimes Against Persons | Domestic Violence | Older/Vulnerable Person(s) Abuse | Protection Order Violations | Crimes Against Property | Drugs | Weapons | Public Order | Motor Vehicle - DUI | Motor Vehicle - Reckless Driving | Other Misdemeanor | Traffic Misdemeanor | Traffic Civil Infractions | Parking | Other Civil Infractions |
|---|------------------------------|-------------------|----------------------------------|-----------------------------|-------------------------|-------|---------|--------------|---------------------|----------------------------------|-------------------|---------------------|---------------------------|---------|-------------------------|
| | Non-Trial Disposition | | | | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Default Judgement (Civil Infraction Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uncontested Civil Violation (Civil Infrac. Only) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 41 | 0 | 0 |
| Bail Forfeitures | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 12 | 0 | 0 |
| Nolle Prosequi (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transferred (before/during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (before trial) | 1 | 6 | 0 | 3 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 17 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (before trial) | 5 | 3 | 0 | 1 | 3 | 4 | 1 | 1 | 6 | 3 | 5 | 33 | 1 | 0 | 0 |
| Dismissed (after diversion) | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 |
| Contested Civil Infraction | | | | | | | | | | | | | | | |
| FTA Default Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Civil Infraction Dismissed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| Civil Infraction Committed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 |
| Preliminary Hearing | | | | | | | | | | | | | | | |
| Waiver of Preliminary Hearing | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dismissed (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Pleas with Sentence (during prelim.) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bindover | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Non-Trial Dispositions | 9 | 9 | 0 | 4 | 8 | 5 | 1 | 1 | 6 | 3 | 6 | 71 | 58 | 0 | 0 |
| Trial Dispositions | | | | | | | | | | | | | | | |
| Bench Trial | | | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jury Trials | | | | | | | | | | | | | | | |
| Dismissed (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Acquittal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Guilty Plea with Sentence (during trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Conviction | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| GRAND TOTAL DISPOSITIONS | 9 | 9 | 0 | 4 | 8 | 5 | 1 | 1 | 6 | 3 | 6 | 71 | 58 | 0 | 0 |

Nevada Trial Courts

Criminal Statistics Reporting
Additional Statistics Worksheet
Page 7 of 7Court: DAYTON JUSTICE COURTJ031102

Date: 2/1/2024 - 2/29/2024

Additional Criminal Caseload Statistics (p. 5-9)

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

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

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

Mental Competency Statistics (p. 6)

| | |
|---|---|
| Orders for Mental Competency Evaluation | 1 |
| Mental Competency Hearing | 0 |
| Findings of Incompetence | 0 |

Court Interpreter Statistics (p. 6)

| | | |
|-------------------------------|------------------------------|---|
| Cases with Court Interpreters | 1 | |
| Languages Used by Party | Spanish | 1 |
| | Tagalog | 0 |
| | Chinese (Mandarin/Cantonese) | 0 |
| | American Sign Language | 0 |
| | Other Languages | 0 |

Additional Criminal Proceedings (p. 7-9)

| | | | |
|--|----|---|----------|
| Extraordinary Writs | | Preliminary Hearing Continuances (p.9) | |
| Search Warrants Requests | 0 | Court Need | 0 |
| Pre-trial Custody Hearings | 0 | Prosecution Request | 0 |
| Probable Cause Findings/Hearings | 16 | Defendant Request (pro per) | 0 |
| Extradition Hearings | 0 | Defense Attorney Request | 1 |
| 72-Hour Hearings | 3 | Other | 0 |
| Arraignment Hearings | 67 | Total Prelim Hearing Continuances | 1 |
| Preliminary Hearings | 1 | | |
| Sentencing Hearings | 67 | Trial Continuances (p.9) | |
| Grand Jury Proceedings | | Court Need | 0 |
| | | Prosecution Request | 0 |
| Post-Adjudication Case Activity | | Defendant Request (pro per) | 0 |
| Remanded Cases | 0 | Defense Attorney Request | 0 |
| Request for Modification of Sentence | 0 | Other | 0 |
| Sentencing Violation | 6 | Total Trial Continuances | 0 |
| Post-Conviction Relief | 0 | | |

Court: DAYTON JUSTICE COURT

Court ID: J031102

Date: 2/1/2024 to 2/29/2024

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

Civil Caseload
 (Dictionary p. 32-35)

| | Real Property Case | | | Tort Case | | | | Contract Case | | | | | Protection Orders | | | | | | | | |
|---|---|--|--------------------------|-----------------------------|-----------------|-----------------------------|-----------------------------|-----------------------------|---|-------------------------------|---------------------|----------------------|--------------------------|---------------------|--------------------|---------------------------------|---------------------------------------|--|---|----|---|
| | Landlord/Tenant Case (Summary Eviction) | Unlawful Detainer Complaint (Writs of Restitution) | Other Real Property Case | Negligence Case | | | | | Seller Plaintiff (Debt Collection) Case | | | | | | | | | | | | |
| | Auto Negligence Case | Premises Liability Case | Other Negligence Case | Intentional Misconduct Case | Other Tort Case | Credit Card Collection Case | Payday Loan Collection Case | Debt Collection Agency Case | Other Debt Collection Case | Contract Buyer Plaintiff Case | Other Contract Case | Contested Liens Case | Petition to Seal Records | Other Civil Matters | Small Claims Cases | Request for DV Protection Order | Request for Protection Order (Non-DV) | Request for High Risk Protection Order | | | |
| 1. Begin Pending | | | | | | | | | | | | | | | | | | | | | |
| a. Active | 63 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 151 | 1 | 38 | 19 | 3 | 10 | 1 | 12 | 35 | 15 | 6 | 4 | 0 |
| b. Inactive | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2. New Filings | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 0 | 4 | 2 | 0 | 1 | 0 | 0 | 0 | 2 | 7 | 12 | 0 |
| 3. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Reactivated | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5. Dispositions (Entry of Judgments) | | | | | | | | | | | | | | | | | | | | | |
| a. Original | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 7 | 13 | 0 |
| b. Reopened | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placed on Inactive Status | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7. End Pending | | | | | | | | | | | | | | | | | | | | | |
| a. Active | 67 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 150 | 1 | 42 | 20 | 3 | 10 | 1 | 12 | 35 | 14 | 6 | 3 | 0 |
| b. Inactive | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8. Set for Judicial Review | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Age Of Active Pending Caseload | | | | | | | | | | | | | | | | | | | | | |
| i. Original, 0 - 90 days | 17 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46 | 0 | 11 | 3 | 0 | 1 | 1 | 0 | 0 | 3 | 0 | 1 | 0 |
| ii. Original, 91 - 180 days | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 34 | 1 | 3 | 5 | 1 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| iii. Original, 181 - 365 days | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 18 | 0 | 2 | 1 | 0 | 2 | 0 | 0 | 0 | 1 | 1 | 0 | 0 |
| iv. Original, > 365 days | 47 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 51 | 0 | 25 | 9 | 2 | 5 | 0 | 12 | 34 | 9 | 4 | 2 | 0 |
| v. Reopened, 0 - 60 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vi. Reopened, 61 - 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| vii. Reopened, > 180 days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 |
| 10. Time to Disposition | | | | | | | | | | | | | | | | | | | | | |
| a. Original, Mean Number of Days | 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 145 | 0 | 0 | 0 | 0 | 255 | 0 | 0 | 0 | 75 | 4 | 2 | 0 |
| b. Original, Median Number of Days | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 149 | 0 | 0 | 0 | 0 | 255 | 0 | 0 | 0 | 46 | 1 | 1 | 0 |
| c. Reopened, Mean Number of Days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| d. Reopened, Median Number of Days | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11. Self-Represented Litigant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Court: DAYTON JUSTICE COURT

Court ID: J031102

Prepared by: ANGELICA M.

Date: 2/1/2024 to 2/29/2024

Approved by: [Signature]

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

| Civil Manner of Disposition <i>(Dictionary p. 37-39)</i> | Real Property Case | | | Tort Case | | | | Contract Case | | | | | Protection Orders | | | | | | | | |
|---|--|---|--------------------------|----------------------|-------------------------|-----------------------|-----------------------------|-----------------|--|-------------------------------|---------------------|----------------------|--------------------------|---------------------|--------------------|---------------------------------|---------------------------------------|--|-----------|----------|---|
| | Landlord/Tenant Case (Summary Eviction) | Unlawful Detainer Complaint (Writs of Restitution) | Other Real Property Case | Auto Negligence Case | Premises Liability Case | Other Negligence Case | Intentional Misconduct Case | Other Tort Case | Seller Plaintiff (Debt Collection) Case | Contract Buyer Plaintiff Case | Other Contract Case | Contested Liens Case | Petition to Seal Records | Other Civil Matters | Small Claims Cases | Request for DV Protection Order | Request for Protection Order (Non-DV) | Request for High Risk Protection Order | | | |
| Non-Trial Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Other Manner of Disposition | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Voluntary Dismissal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Involuntary Dismissal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | | | |
| Transferred (before trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Judgment on Arbitration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Stipulated Dismissal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Stipulated Judgment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | | | |
| Default Judgment | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | | | |
| Motion to Dismiss by the Defendant(s) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Summary Judgment | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Total Non-Trial Dispositions | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 3 | 0 | 0 | 0 | |
| Bench Trial Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Disposed After Trial Start (bench trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Judgment Reached (bench trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Bench Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Jury Trial Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Disposed After Trial Start (jury trial) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Verdict Reached | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Jury Trial Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Protection Orders Dispositions | | | | | | | | | | | | | | | | | | | | | |
| Denied without Hearing | | | | | | | | | | | | | | | | | | | 0 | 5 | 0 |
| Granted without Hearing | | | | | | | | | | | | | | | | | | | 5 | 8 | 0 |
| Denied with Hearing | | | | | | | | | | | | | | | | | | | 2 | 0 | 0 |
| Granted with Hearing | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 |
| Total Protection Order Dispositions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 13 | 0 | |
| Grand Total Dispositions | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 3 | 7 | 13 | 0 | |

Court: DAYTON JUSTICE COURT

Court ID: J031102

Date: 2/1/2024 to 2/29/2024

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

| | |
|---|---|
| Civil Writs (related to an existing case) | 8 |
| Remitted/Remanded Civil Cases | 0 |
| Jury Trials | 0 |
| Non-Jury (Bench) Trials | 3 |
| Satisfaction of Judgment | 1 |
| Inmate Requests/Filings | 0 |
| Contempt and Preliminary Injunctions | 0 |
| Renewal of Judgment | 0 |

Justice Courts Only (Dictionary p. 31)

| | |
|--|---|
| Sexual Assault Protection Order | 0 |
| Extended DV Protection Orders Granted | 0 |
| Extended DV Protection Orders Denied | 0 |
| Extended DV Protection Orders Other | 3 |
| Extended Protection Orders (non-DV) Granted | 5 |
| Extended Protection Orders (non-DV) Denied | 0 |
| Extended Protection Orders (non-DV) Other | 4 |
| Extended High Risk Protection Orders Granted | 0 |
| Extended High Risk Protection Orders Denied | 0 |
| Extended High Risk Protection Orders Other | 0 |
| High Risk Protection Order Filed by LEO | 0 |
| High Risk Protection Order Filed by Family | 0 |

Court Interpreter Statistics (Dictionary p. 31)

| | |
|-------------------------------|---|
| Cases with Court Interpreters | 0 |
|-------------------------------|---|

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

Limited Jurisdiction Courts Only (Dictionary p. 31)

| | |
|-----------------------|---|
| Order to Seal Records | 0 |
|-----------------------|---|

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.a

Subject:

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

Summary:

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept claims and financial reports.

ATTACHMENTS

- [Claims Report March 1, 2024 to March 15, 2024](#)
- [Cash Report March 15, 2024](#)

CLAIMS REPORT
MARCH 1 THROUGH MARCH 15, 2024

| <u>LYON COUNTY</u> | <u>BILLS</u> | <u>PAYROLL</u> | <u>TRUST AND AGENCY</u> | <u>BILLS</u> | <u>PAYROLL</u> |
|---|---------------------|---------------------|--|---------------------|---------------------|
| Governmental Funds | | | | | |
| General | 1,302,543.25 | 1,316,269.59 | DNA Testing | 1,362.00 | |
| Employee Benefits | | | Western Regional Youth Facility | 18,580.19 | 83,497.72 |
| Park Construction Tax | 52,119.72 | | Mason Valley Swimming Pool District | 1,561.51 | |
| Co-Op Extension | 560.40 | | Silver Springs/Stagecoach Hospital | 4,045.45 | 3,641.98 |
| Unemployment | | | Fernley Swimming Pool | 17,460.71 | 23,806.40 |
| Room Tax | 4,795.53 | | City of Fernley | 436,145.43 | |
| Aid to Domestic Violence | 290.00 | | Mason Valley Fire Protection District | 25,191.72 | 46,020.62 |
| Vehicle Acquisition | 15,546.70 | | North Lyon County Fire Protection District | 171,366.14 | |
| Fair and Rodeo | 1,846.81 | | Smith Valley Fire Protection District | 20,611.47 | 7,961.96 |
| Capital Improvements | 67,711.94 | | Stagecoach General Improvement District | | |
| Justice Court Special Assessment | 1,080.00 | | South Lyon Hospital District | 145,371.92 | |
| District Court Restricted Fees | 1,769.74 | | State of Nevada | 189,585.55 | |
| Juvenile Probation Special Assessment | | 1,253.36 | City of Yerington | 11,209.58 | |
| County Library Gift | | | Fish and Game | | |
| 911 Surcharge | 21,476.41 | | Walker River Irrigation District | 102,517.88 | |
| Mining Claim Map | | | Range Improvement | | |
| Road | 23,952.96 | 66,641.53 | Lyon County Bond | | |
| R T C | | | Coroner Estate Proceeds | | |
| Road Improvement | 5,314.93 | | County Trust Property | | |
| Opioid Settlement | | 8,860.98 | Social Security Payee Program | 13,466.62 | |
| General Indigent | 55,611.25 | 84,394.28 | Central Lyon County Fire Protection District | 421,555.16 | |
| Medical Indigent | 30,853.19 | 8,396.26 | Carson Water Sub-Conservancy District | | |
| Senior Services | 29,689.93 | 67,244.00 | Dayton Valley Ground Water | | |
| Senior Services Donations | 756.55 | | Smith Valley Artesia | | |
| Animal Control Donations | | | Mason Valley Artesia | | |
| Enterprise Funds | | | Churchill Valley Ground Water | | |
| Dayton Water Utility | 53,057.67 | 71,741.95 | Truckee Carson Irrigation District | 16,552.75 | |
| Dayton Sewer Utility | 2,980,545.92 | 58,096.33 | Fernley Ground Water | | |
| Component Unit Funds | | | Brady Hot Springs Ground Water | | |
| Mason Valley Mosquito Control District | 234.77 | 5,053.38 | Lyon County School District | 1,536,788.41 | |
| Central Lyon Vector Control District | 41,790.00 | | Subtotal | 3,133,372.49 | 164,928.68 |
| Walker River Weed Control District | 47.45 | | SUMMARY | | |
| Silver Springs General Improvement District | 21,168.85 | | Lyon County | 4,720,802.03 | 1,687,951.66 |
| Willowcreek General Improvement District | 8,038.06 | | Trust & Agency | 3,133,372.49 | 164,928.68 |
| Subtotal | 4,720,802.03 | 1,687,951.66 | TOTAL | 7,854,174.52 | 1,852,880.34 |

CASH REPORT

March 15, 2024

| <u>LYON COUNTY</u> | <u>BALANCE</u> | <u>CUSTODIAL FUNDS</u> | <u>BALANCE</u> |
|---|-----------------------|---|----------------------|
| Governmental Funds | | | |
| General | 16,180,115.68 | DNA Testing | 1,191.00 |
| Park Construction Tax | 1,051,936.80 | Western Nevada Regional Youth Center | 1,141,592.93 |
| Cooperative Extension | 552,382.12 | Mason Valley Swimming Pool District | 3,255,615.67 |
| Unemployment | 423,110.21 | Silver Springs/Stagecoach Hospital | 2,035,597.11 |
| Room Tax | 70,732.01 | Fernley Swimming Pool District | 3,704,372.34 |
| County Stabilization | 3,450,000.00 | City of Fernley | 1,287,038.79 |
| Aid to Domestic Violence | 135.00 | <u>Mason Valley Fire Protection District</u> | |
| Vehicle Acquisition | 524,310.33 | General Fund | 254,371.23 |
| Fair and Rodeo | 242,726.00 | Ambulance Fund | 1,503,306.99 |
| Justice Court Special Assessment | 1,046,027.91 | Acquisition Fund | 261,420.38 |
| District Court Restricted Fees | 759,422.27 | Emergency Fund | 16,561.65 |
| Juvenile Probation Special Assessment | 222,845.22 | North Lyon County Fire Protection District | 386,326.54 |
| Library Gift | 10,747.06 | <u>Smith Valley Fire Protection District</u> | |
| Mining Claim Map | 20,259.07 | General Fund | 433,836.15 |
| 911 Surcharge | 819,280.55 | Emergency Fund | 388,256.69 |
| Animal Control Donations | 114,116.83 | Acquisition Fund | 1,208,243.77 |
| Road | 789,454.95 | Stagecoach General Improvement District | 28,084.62 |
| R T C | 14,867,396.94 | South Lyon Hospital District | 1,536,799.78 |
| Road Improvement | 1,389,366.77 | State of Nevada | 1,136,087.30 |
| Opioid Settlement | 509,419.95 | City of Yerington | 48,156.11 |
| General Indigent | 656,074.48 | Fish and Game | 4,559.52 |
| Medical Indigent | 5,870,120.98 | Walker River Irrigation District | 175,021.05 |
| Senior Services | 804,350.15 | Range Improvement | 408.07 |
| Senior Services Donations | 185,217.48 | Lyon County Bond | 640,680.96 |
| Capital Improvements | 24,906,378.87 | Coroner Estate Proceeds | 3,886.96 |
| Subtotal Governmental Funds | 75,465,927.63 | County Trust Property & Inmate Trust | 521,957.31 |
| Enterprise Funds | | | |
| Dayton Water Utility | 13,330,238.83 | Social Security Payees/Public Guardianships | 356,012.38 |
| Dayton Sewer Utility | 22,112,215.38 | <u>Central Lyon County Fire Protection District</u> | |
| Subtotal Enterprise Funds | 35,442,454.21 | General Fund | 969,493.89 |
| Component Unit Funds | | | |
| Mason Valley Mosquito Control District | 869,458.81 | Ambulance Fund | 71,730.29 |
| Central Lyon County Vector Control District | 489,989.80 | Carson Water Sub-Conservancy District | 74,427.80 |
| Walker River Weed Control District | 267,577.63 | Dayton Valley Ground Water | 5,441.53 |
| Silver Springs General Improvement District | 4,437,484.47 | Smith Valley Artesia | 23,213.25 |
| Willowcreek General Improvement District | 841,493.59 | Mason Valley Artesia | 25,963.43 |
| Subtotal Component Unit Funds | 6,906,004.30 | Churchill Valley Ground Water | 2,002.92 |
| | | Truckee Carson Irrigation District | 58,944.75 |
| | | Brady Hot Springs Ground Water | - |
| | | Fernley Ground Water | 6,099.37 |
| | | <u>Lyon County School District</u> | |
| | | General Fund | 1,868,499.08 |
| | | Debt Service Fund | 1,458,122.59 |
| Total Lyon County | 117,814,386.14 | Total Custodial Funds | 24,893,324.20 |

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

| <u>SUMMARY</u> | | <u>BANK ACCOUNTS AND PETTY CASH</u> | |
|-------------------------------|-----------------------|-------------------------------------|-----------------------|
| Lyon County | 117,814,386.14 | Wells Fargo Bank Checking | 28,441,283.30 |
| Custodial Funds | 24,893,324.20 | US Bank Investment | 77,204,175.06 |
| Unallocated Cash | | Local Government Investment Pool | 38,105,990.00 |
| Unapportioned Secured Taxes | - | Inmate Trust | 9,340.22 |
| Unapportioned Unsecured Taxes | - | Fernley Swimming Pool Imprest | 300.00 |
| Unapportioned Purchase Cards | (34,272.01) | Dayton Utilities Imprest | 500.00 |
| Unapportioned Interest | 1,096,038.25 | Silver Springs GID Imprest | 500.00 |
| | | Petty Cash | 7,388.00 |
| TOTAL | 143,769,476.58 | TOTAL | 143,769,476.58 |

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.b

Subject:

For Possible Action: Review and accept travel claims.

Summary:

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept travel claims.

ATTACHMENTS

- [Travel Report March 1, 2024 to March 15, 2024](#)

LYON COUNTY TRAVEL REPORT
March 1-15, 2024

| Department / Name | Description | Amount |
|---------------------------|--|-----------|
| Sheriff | | |
| Travis Bennett | Defensive Tactics Instructor Sparks, NV 02/27-03/01/2024 - Registration | 800.00 |
| Sean Bristow | Defensive Tactics Instructor Sparks, NV 02/27-03/01/2024 - Registration | 800.00 |
| Cori Norman | Defensive Tactics Instructor Sparks, NV 02/27-03/01/2024 - Registration | 800.00 |
| Brian Kharrl | SWAT Team Leader Carson City, NV 07/08-07/12/2024 - Registration | 779.00 |
| Shane Joyner | SWAT Team Leader Carson City, NV 07/08-07/12/2024 - Registration | 779.00 |
| Caleb Mullen | Interview and Interrogation Placerville, CA 02/25-02/28/2024 - Registration | 595.00 |
| Ariana Mendoza | Interview and Interrogation Placerville, CA 02/25-02/28/2024 - Registration | 595.00 |
| Colleen Straub | Spillman Conference Grapewine, TX 04/28-05/02/2024 - Airfare, Registration | 1,661.20 |
| Nicole Cisneros | Spillman Conference Grapewine, TX 04/28-05/02/2024 - Airfare, Registration | 1,661.20 |
| Ted Ziegenfuss | SRO Conference Phoenix, AZ 07/13-07/20/2024 - Registration, airfare | 997.96 |
| Brad Pope | Western States Sheriffs Association Reno, NV 03/03-03/08/2024 - Registration | 225.00 |
| Mitch Brantingham | Western States Sheriffs Association Reno, NV 03/03-03/08/2024 - Registration | 225.00 |
| Matthew Galvin | Pick up New K-9 Banning, CA 02/21-02/22/2024 - Lodging | 136.96 |
| Michael McCullough | Pick up New K-9 Banning, CA 02/21-02/22/2024 - Lodging | 136.96 |
| Peter Whitten | Jail Liability and Legal Issues Las Vegas, NV 03/03-03/06/2024 - Per Diem | 240.00 |
| Assessor | | |
| Lea Sencion | Commercial & Residential Course Fallon, NV 05/20-05/23/2024 - Registration | 200.00 |
| Valerie Garcia | Commercial & Residential Course Fallon, NV 05/20-05/23/2024 - Registration | |
| District Court | | |
| Sara Glover | Dayton Juvenile Court 02/07 & 02/21/2024 - Mileage | 139.36 |
| Sara Glover | Fernley Juvenile Court 02/08, 02/22 & 02/29/2024 - Mileage | 188.94 |
| Parks | | |
| Judge Smith | NLA Trade Show & Conference Reno, NV 02/28-02/29/2024 - Registration | 313.14 |
| Scott Feckenstain | NLA Trade Show & Conference Reno, NV 02/28-02/29/2024 - Registration | 313.14 |
| Cameron Smart | NLA Trade Show & Conference Reno, NV 02/28-02/29/2024 - Registration | 313.14 |
| Tyler Hinkey | NLA Trade Show & Conference Reno, NV 02/28-02/29/2024 - Registration | 313.14 |
| Jerry Wirthlin | NLA Trade Show & Conference Reno, NV 02/28-02/29/2024 - Registration | 313.14 |
| Commissioners | | |
| Scott Keller | NACO Conference Washington, DC 02/09-02/14/2024 - Per Diem, Uber | 431.26 |
| Planning | | |
| Audrey Allan | Planning Commission Meeting 03/12/2024 - Mileage | 63.92 |
| Michael Carlson | Planning Commission Meeting 03/12/2024 - Mileage | 62.98 |
| Loretta Sell | Planning Commission Meeting 03/12/2024 - Mileage | 44.22 |
| Mark Jones | Planning Commission Meeting 03/12/2024 - Mileage | 38.99 |
| Ralph Ewing | Planning Commission Meeting 03/12/2024 - Mileage | 62.98 |
| Human Services | | |
| Jenna Dykes | Childrens Advocacy Alliance Las Vegas, NV 02/29/2024 - Airfare | 346.96 |
| Carly Thom | Childrens Advocacy Alliance Las Vegas, NV 02/29/2024 - Airfare | 346.96 |
| Library | | |
| Jimmie Richards | Delivering Books Silver Springs & Fernley 02/01/2024 - Mileage | 97.55 |
| Juvenile Probation | | |
| Paula Fryling | Transport Minor Las Vegas, NV 02/28/2024 - Per Diem | 64.00 |
| Ron Crain | Transport Minor Las Vegas, NV 02/28/2024 - Per Diem | 64.00 |
| Victoria Kubis | Training New Admin Fernley, NV 03/06 & 03/11/2024 - Mileage | 40.20 |
| Matt Clapham | Transport Minor Las Vegas, NV 03/08/2024 - Per Diem | 64.00 |
| Ron Crain | Transport Minor Las Vegas, NV 03/08/2024 - Per Diem | 64.00 |
| | | 14,318.30 |

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.c

Subject:

For Possible Action: Approve March 21, 2024 Minutes

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [BOCC March 21, 2024 Minutes](#)

Board of County Commissioners Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, March 21, 2024 at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Chair David Hockaday, Vice-Chair Wes Henderson, Commissioner Scott Keller, Commissioner Tammy Hendrix and Commissioner Robert Jacobson

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli and Deputy District Attorney Illyssa Fogel

2. Invocation given by Andrew Montgomery of the Faith Baptist

3. Pledge of Allegiance

4. Public Participation

Comm. Hockaday asked for public comment.

Mason Valley Fire Chief Scott Draper reported there has been no accidents since the recent changes made on Miller Lane and Aiazzi Lane.

5. For Possible Action: Review and Adoption of Agenda

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to approve the agenda, Comm. Keller seconded, and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 AM: For Presentation Only: Presentation from the University of Nevada, Reno's University Center for Economic Development on the economic impact of Boys & Girls Clubs of Mason Valley's Night in the Country music festival.

- Economic Impact Assessment of the 2023 NIC Event

Frederick Steinmann, Director of the University Center for Economic Development, College of Business at the University of Nevada, Reno, gave a presentation discussing the economic impact of the 2023 Night in the Country music festival.

Comm. Henderson asked what a sub county is, in which Frederick Steinmann clarified that it is sub entities within the county, i.e., Stagecoach General Improvement District, City of Yerington, City of Fernley, Fire Districts, etc.

Comm. Jacobson asked where this info is shared and recommended this be shared with Lyon County students and residents and he appreciated today's presentation. Frederick Steinmann stated it is filed with the Library of Congress and is posted online at bgcmasonvalley.com.

7. Presentation of awards and/or recognition of accomplishments

There were none at this time.

8. Commissioners/County Manager Reports

Comm. Hendrix recently attended the Dayton Valley Conservation District meeting, the Nevada Association of Counties Public Lands and Natural Resources and the Carson Water Subconservancy District.

Comm. Henderson had nothing to report at this time.

Comm. Keller recently attended the Nevada Association of Counties Public Lands and Natural Resources as well as the Carson Water Subconservancy District.

Comm. Jacobsen attended the Fernley City Council meeting as well as a meeting NextEra Energy. He thanked the County groups and local businesses that will be attending the upcoming College Career Fair at the Fernley High School. He reminded everyone that April 27, 2024 is an event for the Fernley Boys and Girls Club.

Comm. Hockaday attended the Smith Valley Park Board meeting, a renewable energy meeting with NV Energy and the Bureau of Land Management, and the Local Emergency Planning Committee meeting.

County Manager Andrew Haskin updated the board regarding recent project and contract updates and stated he will be returning to the board with further information. He stated he will be bringing an item to the board regarding Community Development fees. He also updated the board that a new Community Development Director will be starting on April 8th, 2024.

9. Elected Official's Reports

- 9.a. For Report Only: Canal Township Justice Court Statistics
 - February 2024 Statistics

Sheriff Brad Pope gave an update to the board that the Sheriff's Office will be policing this year's Night in the Country event. Commissioner Keller asked for more traffic control to be enforced on major roadways during this event.

10. Appointed Official's Reports

There were none at this time.

11. Advisory Board Reports

There were none at this time.

12. CONSENT AGENDA

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson would like to pull item 12.e. to be heard separately.

Comm. Henderson would like to pull items 12.j, 12.k, and 12.l. to be heard separately.

Comm. Jacobson moved to approve the Consent Agenda Items 12.a. through 12.l, pulling 12.e., 12.j.-12.l to be heard separately, Comm. Henderson seconded, and the motion passed 5-0.

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

Secured Property corrections totaled \$2,400.00 and Unsecured Factual Corrections totaled \$6,531.61.

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

The cash balance as of February 29th, 2024 was \$142,242,412.24. County claims totaled \$668,137.35 and payroll totaled \$1,258,363.79.

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

Travel claims total as of February 29th, 2024 was \$8,319.04.

12.d. For Possible Action: Approve March 7, 2024 Minutes.

12.e. For Possible Action: Approve a Memorandum of Understanding with the Lyon County School District for the Sheriff's Office to provide School Resource Officers and the School District to provide \$360,000 in funding for fiscal year 2025.

- LC School Resource Officer Program Memorandum of Understanding

Sheriff Brad Pope and the Commissioners discussed the addition of a School Resources Officer.

Comm. Jacobson moved to approve item 12.e. as presented, Comm. Keller seconded and the motion passed 5-0.

12.f. For Possible Action: Approve the use of Park Construction Tax funds to improve the Dressler Park Rodeo Arena by adding an additional layer of proper soil for the safety of the livestock and riders at a cost not to exceed \$10,000.

12.g. For Possible Action: Review and approve the Smith Valley Friends of the Library proposal to sponsor a student worker beginning in June of 2024 at the Smith Valley Branch.

- SV Library Aide Proposal 2024-2025

12.h. For Possible Action: Approve State Engineer's budget for the supervision of Lyon County's Groundwater Basins for the Fiscal Year July 1, 2024, to June 30, 2025.

- Groundwater Basin Assessments FY24-25

12.i. For Possible Action: Approve amendment #4 to an agreement with the State of Nevada, acting through the Division of State Lands and the State Land Registrar, for a water and sewer easement adjacent to APN 016-022-37 above the water lines within the Carson River.

- Water and Sewer Easement with State Lands

12.j. For Possible: Approve a renewal of Right-of-Way between Lyon County and Bureau of Land Management for the Rawe Peak Communication Site with a termination date of December 31, 2054.

• Rawe Peak Communication Site Right-of-Way Renewal

Comm. Hockaday read items 12.j, 12.k and 12.l into record together.

Comm. Henderson asked if these items are included in the Lyon County Lands Bill.

County Manager Andrew Haskin replied yes.

Comm. Henderson moved to approve a renewal of Right-of-Way between Lyon County and Bureau of Land Management for the Rawe Peak Communication Site with a termination date of December 31, 2054, Comm. Hendrix seconded, and the motion passed 5-0.

12.k. For Possible: Approve a renewal of Right-of-Way between Lyon County and Bureau of Land Management for the Eagle Ridge Communication Site with a termination date of December 31, 2054.

• Eagle Ridge Communication Site Right-of-Way Renewal

Comm. Henderson moved to approve a renewal of Right-of-Way between Lyon County and Bureau of Land Management for the Eagle Ridge Communication Site with a termination date of December 31, 2054, Comm. Hendrix seconded, and the motion passed 5-0.

12.l. For Possible: Approve a renewal of Right-of-Way between Lyon County and Bureau of Land Management for the Singatse Peak Communication Site with a termination date of December 31, 2054.

• Singatse Peak Communication Site Right-of-Way Renewal

Comm. Henderson moved to approve a renewal of Right-of-Way between Lyon County and Bureau of Land Management for the Singatse Peak Communication Site with a termination date of December 31, 2054, Comm. Hendrix seconded, and the motion passed 5-0.

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

13. Human Services

13.a. For Possible Action: Accept grant award from the Nevada Department of Health and Human Services, for FY2024 in the amount of \$88,442, with no county match required, for the newly developed Lyon County Resilient Families (LCRF) Program and create a new Senior Case Management position reporting to the Behavioral Health Coordinator.

• FY24 Lyon County Resilient Families Notice of Subaward

Comm. Jacobson and Human Services Director Shayla Holmes discussed the staffing structure for the proposed position.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to accept grant award from the Nevada Department of Health and Human Services, for FY2024 in the amount of \$88,442, with no county match required, for the newly developed Lyon County Resilient Families (LCRF) Program and create a new Senior Case Management position reporting to the Behavioral Health Coordinator, Comm. Henderson seconded and the motion passed 5-0.

14. Emergency Services

14.a. For Possible Action: Accept a Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708 award from the Nevada Office of the Military, Division of Emergency Management for project number 723959 emergency protective measures costs that occurred between March 8-19, 2023 in the amount of \$85,302.85, with a County match of \$21,325.71, and to authorize the Emergency Manager to sign the grant award.

- **Staff Report**
- **FEMA Public Assistance, Disaster 4708 Subaward**

Emergency Manager Taylor Allison gave a presentation reviewing the a Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708 award from the Nevada Office of the Military, Division of Emergency Management.

Commissioners shared their concerns with costs matched by the state.

Hockaday asked if travel costs were included in the presentation.

Comm. Hockaday asked for public comment and there was none.

Comm. Hendrix moved to accept a Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708 award from the Nevada Office of the Military, Division of Emergency Management for project number 723959 emergency protective measures costs that occurred between March 8-19, 2023 in the amount of \$85,302.85, with a County match of \$21,325.71, and to authorize the Emergency Manager to sign the grant award, Comm. Keller seconded and the motion passed 5-0.

15. County Manager

15.a. For Possible Action: Report and update on the Mound House Community Center and to provide direction to staff.

- **Staff Report**

County Manager Andrew Haskin gave an update to the board regarding the Mound House Community Center as well as discussed proposed updated and funding options with the Commissioners.

Comm. Henderson stated his concerns with the delay in the building of the Mound House Community Center. He also requested for data to be presented to the board regarding what other funding could be utilized towards the building of the Mound House Community Center.

Comm. Keller stated that he would like this to be brought back to the board so that he can make an informed decision.

Comm. Hockaday asked for public comment.

Mound House Advisory Board Chair Melinda Cash stated her concerns regarding building safety as well as the amount of people that the building can hold.

Wellington resident Judith Harker stated her concerns with amenities that she would like to be included in the building and provided her funding recommendation to the board.

Facilities Director Doug Homestead stated that a kitchen like area has already been implemented into this community center. He also updated the board on recent improvements.

Comm. Henderson moved to direct County staff to provide the board with more information on whether we need the Board of County Commissioner action to do anything other than have a Community Center in that building. Also, financing options, how much would a bond cost us? I would use a million dollar because by the time we get this done it's going to be a million dollars. I would like some looking into creation of a 501c3 to manage the building and who we can lease it to, fundraising options and the possibility of transferring into brothel tax. Comm. Hockaday seconded and the motion failed 2-3. Comm. Hendrix, Comm. Keller and Comm. Jacobson voted Nay.

Comm. Hendrix stated while she would like to see Moundhouse get a Community Center, she voted nay because based off the response the Commissioners got after presenting this in Washington DC, and with patience, this community center can be funded without the County having to pay for it.

Comm. Jacobson stated he voted nay because he doesn't know if he could prioritize this over some of the other projects in the county with the current budget. He also stated he doesn't want to make a promise he can't keep right. He explained further that the motion or direction he would like to see is a set dollar amount so that when the county requests funding, it's not just a blanket amount.

Comm. Keller stated this was presented in Washington DC. He also stated that if things are being prioritized, the board will constantly be putting something over. He stated he believes this item needs more time and thought about financing options.

Comm. Henderson clarified to the board that the motion was for County staff to provide the board with more information. He also stated he believes it would be in the County's best interest to look at other options, rather than wait for federal government funding.

Comm. Hockaday agreed with Comm. Henderson that the motion was to request for information in writing. He recommended a new estimate for the second Dayton Bridge be done as the price has more than likely increased since the last one was done 15 years ago, which at this time is a priority as that area needs a second entry/exit.

Comm. Jacobson asked for clarification if staff is in a position that they can form an actual bid or is it just estimates in which Comm. Hockaday replied that like Comm. Keller stated, this is new to him and he would like to be able to sit down and look at the figures and planning.

15.b. For Possible Action: Authorize and select County Commissioners and County Manager to attend the 2024 NACo (National Association of Counties) Annual Conference and Exposition in Hillsborough County, Florida July 12-15, 2024, for an approximate cost of \$4,000.00/person. (Requested by Commissioner Keller)

County Manager Andrew Haskin and the Commissioners discussed who will be attending the 2024 National Association of Counties Annual Conference and Exposition in Hillsborough County, Florida July 12-15, 2024.

Comm. Hockaday asked for public comment and there was none.

Comm. Keller moved to send the three Commissioners who asked to go being Comm. Hendrix, Comm. Keller, and Comm. Hockaday as well as County Manager Andrew Haskin. If they opt out before next year, then they

can. Comm. Henderson seconded, and the motion passed 3-2. Comm. Hockaday and Comm. Jacobson voted Nay.

16. Advisory Board

16.a. For Possible Action: Appoint up to one member to the Mound House Advisory Board with a term expiring December 31, 2024.

- Heidi Marty, Application
- Crystal Wedderburn, Application

Comm. Hockaday asked for public comment and there was none.

Comm. Henderson moved to appoint Heidi Marty to the Mound House Advisory Board with a term expiring December 31, 2024, Comm. Jacobson seconded, and the motion passed 5-0.

16.b. For Possible Action: Appoint up to one member to the Silver City Advisory Board with a term expiring December 31, 2025.

- Melissa Friend, Application

Comm. Hockaday asked for public comment and there was none.

Comm. Henderson moved to appoint Melissa Friend to the Silver City Advisory Board with a term expiring December 31, 2025, Comm. Hendrix seconded, and the motion passed 5-0.

17. Agenda Requests

Comm. Hendrix would like a resolution showing that Lyon County does not support moving the Reno mail distribution center out of state to Sacramento.

Comm. Henderson would like an agenda item to consider sending a Commissioner or two to the Western Interstate Region Conference in May.

18. Commissioners Comments

Comm. Henderson apologized to the members of the Moundhouse Advisory Board.

19. Public Participation

Comm. Hockaday asked for public comment.

Local Resident George Robinson stated his concerns with the recent updates made to Miller Lane and Aiazzi Lane.

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

There was a closed session at 11:21am.

21. Adjourn

Meeting was adjourned at 11:07am.

LYON COUNTY BOARD OF COMMISSIONERS

DAVE HOCKADAY, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.d

Subject:

For Possible Action: Approve the purchase and terms and conditions of sale from Thermo Scientific Portable Analytical Instruments Inc. in the amount of \$60,065.94 for handheld drug analyzers, utilizing \$59,504 received from the State of Nevada Department of Public Safety Office of Criminal Justice Assistance Grant with the remaining balance using Lyon County Sheriff's Office budget, and authorize the County Manager to sign.

Summary:

The Lyon County Sheriff's Office was awarded a Grant Award from the State of Nevada Department of Public Safety Office of Criminal Justice Assistance in the amount of \$59,504 for the purchase of hand held drug analyzers. This payment will allow for the purchase of the hand held drug analyzers in which the grant was awarded for.

Financial Department Comments:

This is primarily funded from a federal grant. The price is from a GSA contract amount, so it has already been competitively bid.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the purchase and terms and conditions of sale from Thermo Scientific Portable Analytical Instruments Inc. in the amount of \$60,065.94 for handheld drug analyzers, utilizing \$59,5504 received from the State of Nevada Department of Public Safety Office of Criminal Justice Assistance Grant with the remaining balance using Lyon County Sheriff's Office budget, and authorize the County Manager to sign.

ATTACHMENTS

- [Thermo Scientific Portable Analytical Instruments Quote](#)

Sales Quotation

| Quote Number | Created Date | Exp. Delivery Terms | Page |
|-----------------------------|----------------|---------------------|------------|
| 00413169 | 03/15/2024 | ARO | 1 / 8 |
| Contact: | Phone | Payment Term | Valid To |
| Geno Ferrera | (951) 326-0405 | Net 30 | 04/26/2024 |
| Inco Terms | | Shipping Method | |
| FOB Origin - Tewksbury, Ma. | | Fed Ex | |

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Mitch Brantingham
Lyon County Sheriff's Office
911 Harvey Way
Yerington, Nevada 89447
United States

Phone: 775-463-6600

Email: mbrantingham@lyon-county.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Geno Ferrera
Phone: (951) 326-0405
Fax:
Email:
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025

SIN 334519

SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the 1122 Program as follows:

"This order is placed under GSA contract number GS-07F-6099R pursuant to the 1122 Program, in support of counter-drug, homeland security, or emergency response activities, under the authority of [insert the SPOC Name], the State Point of Contact (SPOC) for the State of [insert the state]."

| Pos. | Product Code | Product Name | List Price | Discount | Disc % | Sales Price | Quantity | Total Price |
|------|--------------|---|---------------|--------------|--------|---------------|----------|---------------|
| 1.00 | 810-01462-01 | TruNarc Solution Kit (Type H) - 100, English | USD 704.00 | USD 0.00 | 0.00% | USD 704.00 | 2.00 | USD 1,408.00 |
| | | TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment. | | | | | | |
| | | Open Market Item | | | | | | |
| 2.00 | 800-01012-01 | TruNarc, Unlimited, Warranty - 2 Yrs | USD 31,300.00 | USD 3,942.06 | 6.30% | USD 29,328.97 | 2.00 | USD 58,657.94 |
| | | TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited | | | | | | |

GSA Item

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

| | |
|------------------|---------------------|
| Subtotal: | USD |
| | 64,008.00 |
| Discount: | USD 3,942.06 |
| Total: | USD |
| | 60,065.94 |

Additional Comments: No Shipping Charges with Order.
Shipping in included in the total price.

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately.

Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.e

Subject:

For Possible Action: Approve the purchase of a replacement ice machine for the Fairgrounds in the amount of \$8,000 to come out of contingency funds.

Summary:

Approve the purchase of a new ice machine for the Fairgrounds in the amount of \$8,000 to come out of contingency funds. The current ice machine came from the jail back in 2012 and is constantly breaking down. This ice machine is essential to the Fair Board for their ice cube needs during the Annual Fair and Rodeo.

Financial Department Comments:

Over time this machine will pay for itself in ice sales.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the purchase of a new ice machine for the Fairgrounds in the amount of \$8,000 to come out of contingency funds.

ATTACHMENTS

- [Estimate](#)

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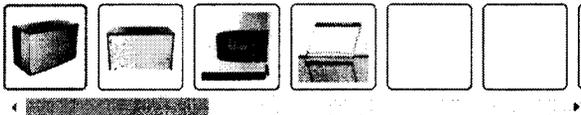
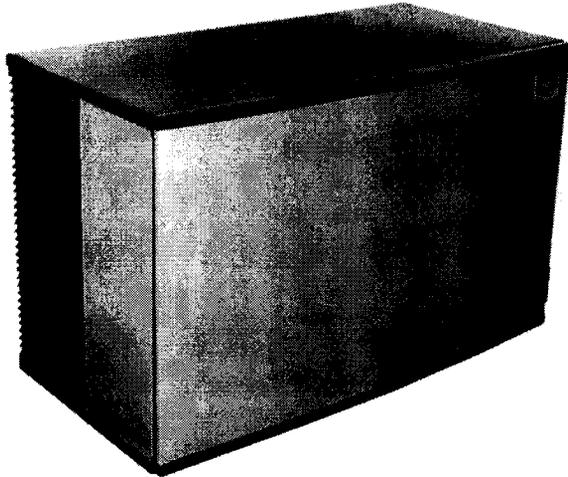
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Rapid Reorder

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Full Dice

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Usually Ships in **6-8 Weeks** from manufacturer

Lead times vary based on manufacturer stock

Product Overview

- ✓ Makes up to 1590 lb. of ice per day; 208-230V, 1 Phase
- ✓ Minimizes energy and water consumption while boosting production for greatest efficiency
- ✓ easyTouch display makes operation as simple as possible
- ✓ Features DuraTech technology for superior corrosion resistance
- ✓ 2019 Kitchen Innovations Award recipient for progressively boosting efficiency and productivity

UPC Code:

400012847943

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.f

Subject:

For Possible Action: Approve the use of Park Construction Tax funds to install a walking trail at Mark Twain Park and include the purchase and installation of benches and additional signage not to exceed \$45,000.

Summary:

This was approved by the Central Lyon County Park and Recreation Board at their March 13, 2024 meeting by a 5-0 vote.

Financial Department Comments:

There is sufficient budget and funding available.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the use of Park Construction Tax funds to install a walking trail at Mark Twain Park and include the purchase and installation of benches and additional signage not to exceed \$45,000.

ATTACHMENTS

- [CLCPRB Letter of Transmittal](#)



Citizen Advisory Board
Letter of Transmittal

Meeting Date: March 13, 2024

Advisory Board: Central Lyon County Parks and Recreation Board

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

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

Agenda Item:

#9. Discussion and possible action: Recommend installation of walking trail at Mark Twain Park

Recommended Motion and/or Report:

Motion made by Richard Mitrotz - "I make a motion that we recommend to BOCC to spend Park Tax Funds to install a walking trail at Mark Twain Park which includes three benches and additional signage not to exceed \$45,000"
2nd from Brittnee Somers, Approved 5-0

Advisory Board or Public Concerns:

Submitted By: Richard Mitrotz - Board Chair

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.g

Subject:

For Possible Action: Approve food service agreement between Summit Food Service and Lyon County Sheriff's Office for an estimated total of \$350,719.74. This includes three meals a day at \$3.444 per meal for an average inmate population of 93.

Summary:

This Food Services Agreement will comment on July 1st, 2024. The Lyon County Sheriff's Office has notified Trinity Food Services, current provider, that their services will no longer be needed after June 30, 2024.

Financial Department Comments:

This will need to be budgeted in the upcoming year. It is an increase of approximately 2% over the current contract price.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve food service agreement between Summit Food Service and Lyon County Sheriff's Office for an estimated total of \$350,719.74. This includes three meals a day at \$3.444 per meal for an average inmate population of 93.

ATTACHMENTS

- [Summit Food Service Agreement](#)

FOOD SERVICE AGREEMENT

This Food Service Agreement is made and entered into by and between Lyon County a Nevada Government Entity, ("Client"), and Summit Food Service, a New Mexico Limited Liability Company, ("Company") (collectively "the Parties").

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to Client, employees, guests and other persons at the Premises such Food Service and Products.
- 1.2 This Agreement shall commence on July 1, 2024 (the "Commencement Date") or sooner if mutually agreed upon in writing by both Parties. The Agreement will remain in effect through June 30, 2027. The Agreement shall renew for two (2) additional one-year periods by mutual agreement of the Parties, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. Accounting Period. Company's accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Food Service Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.
- 2.3. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.5. Food Service Facilities. Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.
- 2.6. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.8. PCI Standards. All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.9. Premises. The Client's food service facility located at 911 Harvey Way, #1, Yerington, NV 89447.
- 2.10. Products. Food, beverages, goods, merchandise, and supplies.

- 2.11. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.12. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.13. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.14. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.15. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

3. FOOD SERVICES

- 3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's employees, staff and guests.
- 3.2 Program Specifications.
- A. Menu. Company shall provide a menu cycle, based on a 2,800 calorie per day requirement, as it deems necessary for operations.
 - B. Meal Service. Company shall provide meal service every day of the week. Meal service shall include a cold breakfast, hot lunch, and hot dinner.
 - C. Inmate Labor. Client shall provide two to three (2-3) inmate workers per meal period. Client shall be solely responsible for inmate wages.
 - D. Staff Meals. Company shall provide Staff Meals upon request.
 - E. Bag Lunches. Company shall provide Bag Lunches upon request.
 - F. Medical Meals. Company shall provide Medical Meals upon request.
 - G. Religious Meals. Company shall provide Religious Meals upon request.
 - H. Holiday Meals. Company shall provide Holiday Meals upon request.
 - I. Outside Inside. Summit shall host an e-commerce website to permit third parties to purchase hot and cold meals and Products for offenders. Summit shall prepare and deliver e-commerce purchases up to twice a week to offenders. Client will provide daily inmate roster on an agreed upon schedule but no less than once per day. Client agrees that Offender shall have one (1) hour from time of receipt to consume the meal or the meal will be confiscated as contraband.

- J. Inside Eats. Company shall provide specialty meals in addition to regular meal service that inmates will be able to purchase using their personal funds.
 - K. Officer Dining (Micro Market). Company shall provide the Client with Good to Go Dining, a self-serve kiosk program, for Staff.
 - L. Special Functions/Catering. Company shall provide Food Service for special occasions, including Client's conferences, dinners, meetings, parties and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.
 - M. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.
 - N. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.
- 3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 Inventory. Company will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Company's option, (i) Company may remove and retain any remaining Product inventory or (ii) Client will purchase from Company, at Company's invoice cost, any remaining Product inventory.
- 3.5 Cleaning. Company and Client shall be jointly responsible for housekeeping and sanitation in the food preparation, storage and service areas of Premises. Company shall perform routine cleaning and housekeeping in the food preparation and service areas. Client shall provide cleaning supplies necessary for food service operations. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. Client shall be responsible for setting up and cleaning the Premises for functions not managed by Company, in addition to any related charges. Client shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

4. EMPLOYEES

- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.

- 4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.
- 4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. Background Checks. Client shall conduct necessary background checks as required by law. Client shall be responsible for all costs associated with said background checks.
- 4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

- 5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises. Client shall be responsible for safe ingress and egress of Premises.

- 5.2 Equipment. Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory Client's current Equipment within thirty (30) days after the Commencement Date. Company shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. If Client fails to make necessary repairs or replacement to equipment within a reasonable amount of time, Company shall have the right to effect equipment repairs or replacements at Client's expense. Company shall retain title to equipment hereunder and shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section provided that once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.
- 5.3 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.4 Servicewares. Client shall provide Servicewares as defined in section 2.12 above.
- 5.5 Smallwares. At its own expense, Client shall furnish Company with the appliances, wares and equipment reasonably requested by Company including all Cooking Equipment and Smallwares as defined in section 2.13 above.
- 5.6 Computer Equipment.
- A. Internet Access. If Company is to implement a point-of-sale system, Client shall either allow Company to use Client's point-of-sale system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Company to install and maintain its own POS System. To the extent Company installs and maintains its own POS System, Client shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the time-clocks, the foodservice office and Company's router. Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed, and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Company's network.
- B. Software. Company will license products, software and maintenance for use in providing services in accordance with this Agreement. Company has procured a license to access and use Company's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for Client's Premises. Client agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Company. Client's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.

- C. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise and services in the Food Service operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses computers, software, network equipment ("Systems") or other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Company for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

A. Inmate Meal Rate.

- a. Scaled Rate. Client shall pay Company the rate per meal prepared:

| MEAL PRICE MATRIX | | |
|-------------------|------|----------------|
| Inmate Population | | Price per Meal |
| < | 25 | TBN |
| 25 | - 29 | \$10.764 |
| 30 | - 34 | \$9.013 |
| 35 | - 39 | \$7.792 |
| 40 | - 44 | \$6.893 |
| 45 | - 49 | \$6.203 |
| 50 | - 54 | \$5.656 |
| 55 | - 59 | \$5.213 |
| 60 | - 64 | \$4.846 |

| | | | |
|-----|---|-----|---------|
| 65 | - | 69 | \$4.537 |
| 70 | - | 74 | \$4.274 |
| 75 | - | 79 | \$4.047 |
| 80 | - | 84 | \$3.866 |
| 85 | - | 89 | \$3.708 |
| 90 | - | 94 | \$3.568 |
| 95 | - | 99 | \$3.444 |
| 100 | - | 104 | \$3.334 |
| 105 | - | 109 | \$3.234 |
| 110 | - | 114 | \$3.145 |
| 115 | - | 119 | \$3.064 |
| 120 | - | 124 | \$2.990 |
| 125 | + | | \$2.923 |

The rate shall not include charges for medical meals, religious meals, supplements, cleaning supplies, equipment purchases or repairs.

- b. Medical Meals. Common Fare (cooked onsite) Medical Meals shall be provided and billed at the rate of any inmate meal.
 - c. Religious Meals. Religious Meals shall be provided and billed at \$6.092 per meal prepared.
- C. Opening Charges. Opening Charges include, but are not limited to, manager's relocation expenses, travel costs associated with the initial opening, and the charges associated with the initial training, development and preparation for opening. Opening Charges shall be due in lump sum upon receipt of invoice. In the event this Agreement is terminated prior to full payment of Company's Opening Charges, then the Client agrees to pay Company immediately the amount of any outstanding balance due pursuant to this Section.
- D. Inside Eats. Commission will be paid to the Client at twenty percent (20%) commission of Net Sales on Inside Eats orders. Net Sales shall be defined as Gross Sales minus applicable sales tax.
- E. Outside Inside and Gift Bags. Commission will be paid at twenty percent (20%) on gift bag/online orders and the Outside Inside Program.
- F. Special Functions/Catering. Special functions/catering will be charged at a rate of costs, plus fifteen percent (15%).
- G. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on the following assumptions:
1. Population: At time of proposal.
 2. Purchasing: Company will make purchases on behalf of the Client at a level similar to that in place at the Commencement of this Agreement.
 3. Inmate Labor: Client agrees to provide 2-3 inmate per day/shift throughout the duration of the contract. Client agrees any amounts due to be paid to the inmates are Client's sole responsibility.
- To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under this Agreement, the Company's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

- 7.2 Rebates. Company is entitled to receive and retain all rebates from vendors, suppliers, or distributor companies under Company's purchasing arrangements.
- 7.3 Advance Payment. Prior to the commencement of operation hereunder, Company shall submit to the Client a proposed budget for the year. After the budget is approved and agreed to by the Client, it shall advance to Company one-twelfth (1/12) of the budget within seven (7) days of the date of Company's invoice. The amount of this advance will be retained by Company as a deposit and will be used to off-set the amounts due by Client upon termination of the Agreement. The advance will be adjusted at the beginning of each fiscal year based upon the agreed budget.
- 7.4 Payments Due Dates, Method and Late Payment Penalty. Company shall issue an invoice at the end of each week (which shall run Saturday through Friday) showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Payment Method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.
- 7.5 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.
- 7.6 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. In the case that Client provides inmate

labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits or other remuneration (if any) payable to the inmate.

- 7.7 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
- 7.8 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.
- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Food Preparation Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding

amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. Client Insurance. Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. Company Insurance. Company shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.
- 9.2 Indemnification. To the fullest extent allowable under applicable law, each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be

required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.

- B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

10. GENERAL AGREEMENT TERMS

- 10.1 Confidentiality. Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.
- 10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.
- 10.3 HIPAA Compliance. The parties agree to abide by applicable HIPAA requirements.
- 10.4 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.
- 10.5 Notice. Any notices or changes required under this Agreement shall be considered sufficient when: delivered by hand, or when received by certified or registered mail, return receipt requested, or, by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties at the following addresses:

Client

Lyon County Sheriff's Office
911 Harvey Way, #1

Company

Summit Food Service, LLC
500 East 52nd Street

Yerington, NV 89447

Sioux Falls, SD 57104

- 10.6 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God, pandemic, epidemic, or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.7 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.8 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.9 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Nevada law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Nevada. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.
- 10.11 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

10.13 Authority. Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

CLIENT: Lyon County

COMPANY: Summit Food Service, LLC

Signature:

Signature

:

Name:

Name:

Title:

Board Chairman

Title:

Brittany Mayer-Schuler

President

Date:

Date:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.h

Subject:

For Possible Action: Approve an agreement with the Walker River Irrigation District to lease 29.9459- acre feet of Lyon County Fairgrounds Stored Water Rights, until October 31, 2024, for \$147 per each acre-foot.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Lyon County Fairgrounds Stored Water Rights Application and Agreement](#)



Walker River Irrigation District

Established in 1919

March 4, 2024

Dear Stored Water User:

The Walker River Irrigation District (the “District”) and National Fish and Wildlife Foundation (“NFWF”) entered into a Grant Agreement dated April 28, 2011, as subsequently amended (the “Grant Agreement”). Among other things, the Grant Agreement provides for a water leasing demonstration program to increase Walker Lake inflows and for use in obtaining other information. The water leasing demonstration program which has been established is a one-year “Stored Water Program.”

In order to implement the Stored Water Program, the District has received the necessary approvals to release up to a combined total of 25,000-acre feet of stored water from Bridgeport and Topaz Reservoirs to flow to Walker Lake. The Stored Water Program is a voluntary program. Through it, individual farmers within the District may, for an agreed upon payment, voluntarily dedicate a portion of their allocated stored water supply to the Stored Water Program for one year.

Subject to available water supply, the District plans to implement the Stored Water Program during the 2024 irrigation season. As part of that planning, the District is notifying all owners of land with apportioned stored water benefits within the District about the Stored Water Program, and providing an application form for those who, at least preliminarily, intend to participate.

Preliminary Interest in Participating

This letter and the enclosed Application are intended to obtain information on the interest of those landowners in participating in the Stored Water Program. Those landowners will not be required to make a final decision on their participation and the extent of that participation in the Stored water Program until May 31, 2024.

In the event there is a re-allocation of storage water in May, a second application period will be opened and all landowners will be able to apply their re-allocation to the Storage Water Leasing Program. Any unused storage water can be applied at that time. A Re-allocation Application will be mailed out following a re-allocation which must be submitted to our office by June 1, 2024.

Payments to participating farmers will be made for each acre foot of Stored Program Water enrolled in the Program and released from storage based on the results of a qualified third-party appraisal, which NFWF requires. That appraisal has been made, and the proposed payment for 2024 is \$147.00 per acre foot.

In the event the above Stored Water Program price does not result in sufficient participation in the Program, the District, at its discretion, may then utilize a reverse auction or any other means of

procurement so long as any price offered to participants in excess of the final appraised value has been approved in advance by NFWF consistent with Reclamation Guidelines. If that should occur, all participating landowners will have the right to receive the higher price for each acre foot the landowner enrolled into the Stored Water Program.

Minimum Participation and Other Requirements

Stored water enrolled in the Stored Water Program in 2024 will be considered as water used for purposes of determining quantities of any water to which you may be entitled to under permits or certificates issued by the Nevada State Engineer which limit the quantity to 4.0-acre feet per acre from all sources. In other words, if a participant holds a supplemental groundwater right which is subject to a duty limit of 4.0-acre feet from all sources, the State Engineer will treat the stored water as having been used to irrigate even though the stored water is enrolled in the Stored Water Program.

For example, assume a participant has 10 acres of land which includes appurtenant stored water of 20-acre feet and also a supplemental groundwater right with a limit of no more than 4.0-acre feet per acre from all sources, or 40-acre feet. If the participant enrolls the 20-acre feet of stored water in the Stored Water Program, the State Engineer will limit pumping of the supplemental groundwater right to 20-acre feet (40-acre feet less the 20-acre feet enrolled in the Stored Water Program).

In order to assist the Nevada State Engineer in enforcing that requirement, the District will be filing a temporary change application for each reservoir, which will require the District to identify by District User Number all participants in the Program and the extent of their participation.

Application

If you are interested in participating in the Stored Water Program during the 2024 irrigation season, you need to complete the enclosed Application and return it to the District office by May 15, 2024. You will be required to make a final decision on participation by May 31, 2024, at which time you will be required to execute and deliver to the District a Stored Water Program Participant Agreement. The form of the Stored Water Program Participant Agreement is also enclosed.

Please do not hesitate to call the District office at (775) 463-3523 if you have any questions concerning the Stored Water Program.

Sincerely,



Robert C. Bryan, General Manager

Enclosures

**WALKER RIVER IRRIGATION DISTRICT
2024 STORED WATER PROGRAM APPLICATION**

*Completed Application required in the District office
no later than **3:30 p.m. PDT May 15, 2024***

| Applicant Contact Information | | | |
|--|------------------|--------------|-----------------|
| Applicant: | | | |
| Lyon County Fair Grounds, Inc | | | |
| <i>(If applicant is not the owner, must provide authorization to represent owner.)</i> | | | |
| Mailing Address: | | | |
| 27 S. Main Street, Yerington, NV 89447 | | | |
| <i>Street/P.O. Box</i> | <i>Town/City</i> | <i>State</i> | <i>Zip Code</i> |
| Phone: | Home 463-6531 | Cell | |
| Legal Owner of Property / Contact Information | | | |
| Owner (if other than Applicant): | | | |
| | | | |
| Mailing Address: | | | |
| | | | |
| <i>Street/P.O. Box</i> | <i>Town/City</i> | <i>State</i> | <i>Zip Code</i> |
| Phone: | Home | Cell | |

ENROLLMENT IN STORED WATER PROGRAM

Applicant's Walker River Irrigation District User Number is: 1968

Applicant enrolls 29.9459 acre feet of stored water with respect to the above User Number in the Stored Water Program. **Applicant understands that the enrollment may be withdrawn by written notice to Walker River Irrigation District no later than May 31, 2024.**

SUPPLEMENTAL GROUNDWATER INFORMATION

Are there any supplemental groundwater rights appurtenant to the property to which the stored water is appurtenant?

(Circle one): YES or NO

If there are supplemental groundwater rights appurtenant to the property, the Nevada State Engineer Permit Number for the right(s) is/are _____.

By completing and submitting an Application, the Applicant is deemed to represent and warrant to the District that the information included on the Application is complete and correct, and that this preliminary enrollment will become final if not withdrawn or modified in writing by May 31, 2024, and upon execution of a Stored Water Participant Agreement with the District.

Applicant signature: _____

Date: _____, 2024

STORED WATER PROGRAM PARTICIPANT AGREEMENT

This Stored Water Program Participant Agreement (“Agreement”) is entered into on this ____ day of _____, 2024 by and between the Walker River Irrigation District (the “District”) and the Owner (“Participant”) whose name, address and signature appear below.

RECITALS

1. The District is an irrigation district organized and existing under Chapter 539 of the Nevada Revised Statutes.

2. Pursuant to Section 208(a)(1) and Section 208(b)(2)(A), the District has entered into a Grant Agreement with the National Fish and Wildlife Foundation (“NFWF”) for the design, administration and management of a Stored Water Program to increase Walker Lake inflows and for use in obtaining information related thereto.

3. Landowners within the District boundaries with apportioned benefits from storage water rights held by the District in Bridgeport and Topaz Reservoirs are eligible to voluntarily participate in the Stored Water Program.

4. Participant’s District Water User Number is 1968.

5. On _____, 2024, Participant applied to enroll 29.9459 acre feet of Participant’s Stored Water under Participant’s Water User No. 1968 in the Stored Water Program.

6. On March 7, 2024, the District Board established the stored water allocation for the 2024 Irrigation Season at 70%.

7. Participant desires to participate in the Stored Water Program during the 2024 Irrigation Season to the extent provided herein.

NOW, THEREFORE, based upon the foregoing, the District and Participant agree as follows:

ARTICLE I

Term

This Agreement shall be effective on the date of execution hereof, and shall remain in effect through October 31, 2024 unless sooner terminated as provided herein.

ARTICLE II

Enrollment in Stored Water Program

Participant enrolls 29.9459 acre feet of the stored water under Water User No. 1968 in the District's Stored Water Program for the 2024 Irrigation Season. Participant agrees and understands that such stored water will be released by the District from Bridgeport and/or Topaz Reservoir(s), and will be allowed to flow from the outlet of said reservoir(s) to and including Walker Lake as part of the District's Stored Water Program. If the total of all participant enrollments in the Stored Water Program exceeds 25,000 acre feet, the participation of each enrollee will be reduced by a fraction, the denominator of which is the total acre feet enrolled in the Program by all participants, and the numerator of which is the total acre feet originally enrolled in the Program by the Participant.

ARTICLE III

Limitations Related to Water Use Under State Engineer Permits or Certificates

Participant understands and agrees that the Stored Water enrolled in the Stored Water Program pursuant to this Agreement will be considered by the Nevada State Engineer as water used to irrigate, and will be deducted from the quantity of water which may be used during the 2024 irrigation season under any State Engineer issued permit or certificate which limits water use to 4.0 acre feet from all sources. Participant further understands and agrees that as a result of

enrolling stored water in the Stored Water Program, Participant will not be eligible to apply for, and hereby waives any right to apply for, underground water from the District well during the 2024 Irrigation Season.

ARTICLE IV

Availability of Other Surface Water

Subject to Article III and except with respect to the stored water enrolled in the Stored Water Program, Participant may use any other surface water lawfully available to Participant for irrigation during the 2024 Irrigation Season.

ARTICLE V

Changes to Water Rights

In order to implement the Stored Water Program, the District will file two temporary change applications with the Nevada State Engineer, one for Bridgeport Reservoir and one for Topaz Reservoir (the “Temporary Change Applications”). Among other things, pursuant to the Temporary Change Applications, the District will identify by District User Number and District Water Card Number all participants in the Program and the extent of their participation, including with respect to Participant. Participant authorizes the District to file the Temporary Change Applications for purposes of implementing this Agreement and with respect to Participant. If the State Engineer does not approve the Temporary Change Applications by June 18, 2023, then both Participant and the District are released from their respective obligations hereunder, and Participant may utilize the Stored Water enrolled in the Stored Water program for irrigation purposes.

ARTICLE VI

Payment to Participant

Participant will be paid \$147.00 for each acre foot of Participant's stored water enrolled in the Stored Water Program and released from storage. In the event that the \$147.00 per acre foot price does not result in sufficient participation in the Program, and the District receives approval for a higher price per acre foot as provided in the Grant Agreement, Participant will be paid the higher price per acre foot. The payment will be made by the District to Participant within 30 days after the District receives payment in full under the Grant Agreement from NFWF. Participant understands and agrees that the Stored Water Program is funded solely by a grant from NFWF. The expenditure or advance of any money for the performance of any obligation of the District under this Agreement shall be contingent upon its receipt of such funds. No liability shall accrue to the District in the event NFWF fails to provide said funds. If the District determines that it does not have and will not receive from NFWF adequate funding to make the payment described above, it shall endeavor to promptly notify Participant of all others participating in the Stored Water Program. Said notice may be delivered orally, directly to Participant, or by written notice delivered to Participant as set forth herein, and the obligations of the parties under this Agreement shall immediately terminate.

ARTICLE VII

District Assessments

Participant understands and agrees that Participant remains responsible to pay all assessments associated with the stored water enrolled in the Stored Water Program pursuant to this Agreement during the term of this Agreement.

ARTICLE VIII

Participant Representations

Participant represents and warrants to the District:

(a) that all information provided to the District in the Application is complete and correct;

(b) that he/she is the legal owner of the land to which the stored water is appurtenant, or if a lessee, has written authorization from the landowner; and

(c) that Participant is not subject to back-up withholding and has completed and provided to the District a W-9 Taxpayer Identification Number and Certification form.

ARTICLE IX

Additional Terms

(a) Nothing in this Agreement or its implementation affects, diminishes or shall be construed to affect or diminish in any way the validity of any water rights held by any party;

(b) The implementation of this Agreement is subject to the rules, regulations and determinations of all regulatory agencies having jurisdiction of the water and water rights utilized in carrying out the terms of this Agreement; and

(c) There are no intended third-party beneficiaries of this Agreement. This Agreement does not create any right in the public or in any person or entity other than the two parties hereto, and does not authorize any person or other entity other than the parties hereto to maintain an action at law or equity pursuant to this Agreement.

ARTICLE X

Liability

Participant shall indemnify and hold harmless the District from any loss or damage and from any liability on account of personal injury, property damage or claims for personal injury or death, or property damage of any nature caused by Participant or any person, firm or corporation acting on Participant's behalf related to or arising out of this Agreement.

ARTICLE XI

Assignment – Successors and Assigns Obligated

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of the parties hereto. Participant shall not make any assignment or transfer of this Agreement or any right or interest therein until approved in writing by the District, and such approval shall not be unreasonably withheld. This Agreement may be amended by either party only if both parties agree in writing to any such amendment.

ARTIVLE XII

Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XIII

Notices

Notices and other communications required under this Agreement shall be first done via a telephone call to the number listed below, personal delivery to the address listed below, or by mail, and shall be deemed to have been duly given on the date of service, if served personally on the person to whom notice is to be given, or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

- To the District: Walker River Irrigation District
Attn: General Manager
410 N. Main Street
P.O. Box 820
Yerington, Nevada 89447
Telephone: (775) 463-3523
- To Participant: Lyon County Fairgrounds
County Manager Andrew Haskin
27 South Main St., Yerington, NV 89447
775-463-6531

ARTICLE XIV

Miscellaneous

(a) This Agreement shall be governed by, and construed under, the laws of the State of Nevada.

(b) This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties, or representations, oral or written, express or implied, between them other than as set forth herein.

(c) Whenever the approval or consent of the District or Participant is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

WALKER RIVER IRRIGATION DISTRICT

PARTICIPANT:

By: _____
General Manager

By: _____
Title: Dave Hockaday, Chair
Board of County Commissioners

Division No: 3

Walker River Irrigation District
 410 N. Main St.
 Yerington, Nevada 89447
 Date: 3/14/2024

Index No: 271A
 Lyon County No: 14-521-27
 Claim No: _____
 User No: 1968
 Ditch: Spragg

Card No: 30400

Reserved Water Rights Owner:

Name: Lyon County Fair Grounds, Inc.
 27 S. Main St.
 Yerington, NV 89447

O. & M. Local No: 3

Court Decree:

| Priority | C.F.S. | Acres | Factor | Days Storage | Acre Feet Required | | Acre Feet Apportioned | Topaz Res. Acre Feet | Bridgeport Res. Acre Feet | Claim No. | TOTAL ACRES: | 58.6500 |
|--------------|--------|---------|--------|--------------|--------------------|---------|-----------------------|----------------------|---------------------------|-----------|------------------|---------|
| | | | | | Per Acre | Total | | | | | Water Rt. Acres: | 19.3900 |
| NEWL | 0.0000 | 19.3900 | 3.2076 | 65 | 1.5144 | 29.9459 | | | | | | |
| Total | 0.0000 | 19.3900 | | | | 29.9459 | 29.9459 | 19.9619 | 9.9840 | | | |
| | | | | | | | | | | | Non Wtr Rt. | 39.2600 |
| | | | | | | | | | | | Acre Ft Storage: | 29.9459 |

Legal Description:

Frac. in the S 1/2 of SW 1/4, Sec. 12;
 T 13 N, R 25 E.

Comments:

06/18/03 - Changed APN

Document History:

| Document No | Date | Description |
|-------------|------------|---|
| #50-81 | 02/15/1967 | John A. & Nora Connolly to Lyon County Fairgrounds, Inc., 1966-67 Roll. |
| #294460 | 04/15/2003 | Record of Survey for Boundary Line Adjustment for Lyon County, Circle Bar N Ranch, Huss, Scarpello & Santos |
| #294464 | 04/15/2003 | Circle Bar N Ranch, a Nevada general partnership and Lyon County, a Political subdivision of the State of Nevada to Lyon County, a political subdivision of the State of Nevada (no water rights) |

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.i

Subject:

For Possible Action: Approve an amended agreement with Capitol Reporters, Inc. for court reporter services in the amount of \$141,478, annually, with a term from August 1, 2024 through June 30, 2025.

Summary:

This contract will consolidate three contracts for court reporting services into one. The total increase in the contract price is 2.5%.

Financial Department Comments:

This is included in the District Court budget request for the upcoming fiscal year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve an amended agreement with Capitol Reports, Inc. for court reporter services in the amount of \$141,478, annually, with a term from August 1, 2024 through June 30, 2025.

ATTACHMENTS

- [Contract for Court Reporter](#)

**AMENDED AGREEMENT FOR COURT
REPORTERS SERVICES**

This agreement is made by and between Lyon County, Nevada, a political subdivision of the State of Nevada, through its Board of County Commissioners, hereinafter, "County," the Third Judicial District Court, hereafter "Court", and Capitol Reporters, Inc. (Capitol). It will become effective as of August 1, 2024.

BACKGROUND

On or about June 15, 2023, the Board of County Commissioners of Lyon County entered into an agreement with Capitol Reporters (Capitol) and Suzanne Rowe to provide court reporting services to Department I of the Third Judicial District Court. The County entered into a similar contract with Katherine Terhune, to provide court reporting services to Department II of the Third Judicial District Court. The contracts were for one year, subject to two one year renewals. Recently, it has been determined that Ms. Terhune and Ms. Rowe will not be renewing their contracts with Lyon County. Capitol is agreeable to providing court reporting services to both departments of the Court subject to changes in the provisions of the existing contract as set forth following.

RECITALS

- A. County is a political subdivision of the State of Nevada and is responsible for the budget of Lyon County.
- B. Court is a part of the judicial branch of the state government of the State of Nevada and is responsible for administering justice in Lyon County, Nevada. As part of that responsibility, it must provide for an accurate and timely record of the proceedings occurring in the Court.
- C. Capitol Reporters is a Nevada certified court reporter firm (Firm No. 006F) which is itself duly licensed to conduct the business of court reporting in the State of Nevada. Michel Loomis (Loomis) is the President of Capitol and is the person assigned by Capitol to provide court reporting services to County and Court. She is a duly licensed court reporter in the State of Nevada (CCR No. 228). Reporters associated with Capitol are Kathy Jackson (CCR No. 402), Nicole Hansen (CCR No. 446) and Christy Hamrey-Joyce (CCR No. 629). Capitol is referred to herein as Contractor.
- D. The services of certified court reporters is deemed to be of paramount importance to the citizens of Lyon County, Nevada; and
- E. The parties hereto desire by Agreement to establish the terms by which Contractor will

provide reporting and transcription services.

NOW THEREFORE in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

ARTICLE I

COURT REPORTER SERVICES

1.0. Services. Contractor agrees to provide Nevada-licensed court reporting services to the Court. The services Contractor will provide include, without limitation, faithfully reporting all matters required in the Third Judicial District Court and providing transcripts of any matters heard by a department of the Court upon a request for transcription or as set forth herein.

Contractors shall, without limitation:

- A. Report and transcribe all criminal, and juvenile matters:
 - B. Report other proceedings as requested by the Court; and,
 - C. Report all civil matters in the Court for which a court reporter has been requested by civil litigants either by direct request to the Contractor or by request made through the Court, without additional cost to the County. Contractor may charge civil litigants as allowed by statute including, without limitation, per diem charges, mileage and transcription charges. The provision of court reporting services to civil litigants, however, is dependent upon the availability of a court reporter associated with Contractor.
 - D. Contractor is authorized to report most court proceedings through the Zoom communication platform or similar method. Jury trials and significant evidentiary hearings will require the physical presence of a court reporter at the courthouse. Significant evidentiary hearings are those which are expected to exceed four hours such as motions to suppress evidence, habeas corpus and post-conviction proceedings or those specifically requested by the District Judge.
 - E. There may be times when both Departments of the Court may be holding simultaneous proceedings at which court reporting either by zoom or in person is expected. Capitol may not always be able to provide simultaneous coverage of these proceedings. When Capitol cannot provide such coverage it will inform the court as soon as possible prior to the proceeding. Capitol agrees to exhaust all reasonable possibilities for covering the proceeding prior to cancellation. In the event of an irreconcilable conflict, the onus will be on the Court to adjust schedules or to otherwise resolve the conflict.
- In the event a conflict does exist, Capitol agrees to transcribe the JAVS recording if unable to provide live or remote coverage of the proceeding.

1.1. Nature of Contractual Relationship between Contractors and County/Court.

The relationship had by Contractor with the County and the Court is that of an independent contractor; that no provision of this Agreement is intended to create the relationship by the County or the Court with Contractor as a county employee. Contractor shall be designated as an official reporter, pro tem of the Third

Judicial District Court. The parties specifically agree that Contractor shall be responsible for the payment of their own state or federal taxes, insurance policies, and associated premiums, retirement benefits, vacation and sick leave related benefits, or any other payment or cost required of a person engaged in the business of providing professional services, including, without limitation, licensure fees.

Neither the County or the Court will provide Contractor the withholding of any state or federal taxes, including, without limitation, federal income tax, workers' compensation coverage, group insurance available to employees of the County, contributions to the Public Employees Retirement System, accumulations of vacation leave or sick leave, or contributions for unemployment compensation.

Contractor shall be solely responsible for (1) the maintenance and repair of their own equipment or software, (2) for the cost of any service or support contracts for the use of their equipment or software and (3) for the cost of replacement of their equipment and software. Contractor shall use its best judgment as to the means and equipment and supplies best suited by which to provide reporting and transcription services. Contractor will be free from supervision of the County or the Court, within the constraints of the Court's obligation to administer justice, to the maximum extent possible.

1.2. Licensure. For purposes of this Agreement, Contractor represents that it meets all licensing requirements within the State of Nevada. Contractor shall maintain such certifications, endorsements, or licensures as is or may be required by the State of Nevada throughout the term of this agreement.

1.3. Other Duties. Contractors agree to perform such other reporting duties as may be required of them by the Court.

1.4. Place of Assignment. The place of performance of duties under this agreement when in-person reporting is required is Lyon County, Nevada. Remote reporting and transcription of recorded proceedings may be provided at any location convenient to Contractor.

1.5. Best Efforts. Contractor agrees that it will at all times faithfully, industriously, and to the best of their knowledge, experience, and talent, perform all of the duties that may be required of it under the terms of this Agreement.

1.6. Personnel -Appointment and Qualifications. Contractor may designate other court reporters, employees and persons as it considers necessary to carry out its responsibilities pursuant to this agreement. If Contractor, on occasion, designates another court reporter associated with Capitol to carry out reporting and transcription duties, Contractor will ensure that such court reporter is duly licensed by the Certified Court Reporters Board of the State of Nevada to engage in reporting services. No such court reporter, employee or such other person shall be deemed an employee of the County or of the Court. The Contractor designating another court reporter shall be responsible for the payment of the per diem fee the alternate reporter would be entitled to per statute, except as set forth following. When Contractor is unavailable to provide court reporting services due to previous vacation plans or illness, Contractor will provide for the appearance of an alternate court reporter whose compensation will include the per diem allowed by statute and mileage to be paid by the County. This provision of an alternate court reporter whose compensation will be paid by the County is not to exceed four times per year. To the extent that transcripts are provided to the Court or other parties with the assistance of reporters hired/designated by Contractor, the

fees for providing such transcripts shall be paid for by the County or other persons as required by statute.

1.7. Provision of Office Space, Equipment, and Supplies. Contractors shall be responsible for the provision of office space, furniture, equipment, and supplies relating to performance of services under this Agreement.

ARTICLE II

Terms of Agreement

20 Commencement of Term. This agreement shall commence effective the 1st day of August 2024, and shall terminate on the 30th day of June, 2025, unless earlier terminated as provided for in section 22 below.

21. Renewal. Unless otherwise modified or terminated, this Agreement may be renewed for two additional one-year terms, on the same terms and conditions set forth herein. Unless cancelled in writing by the Court or Contractor by January 31 of any succeeding year, the Agreement shall be deemed to be automatically renewed. This Agreement and all renewals shall not exceed a total term of three (3) years in duration.

22 Early Termination. Notwithstanding any other provisions of this Agreement, the parties acknowledge and agree that Contractor serves at the pleasure of the Court. Court may terminate the services of Contractor at any time and for any reason and even for no reason. Alternatively, Contractor may decline to provide court reporting or transcription services pursuant to this agreement at any time and for any reason or even for no reason. The effective date of any such termination by Contractor shall be sixty (60) days after Contractor provides written notice of termination of this agreement to the Court.

ARTICLE III

COMPENSATION

3.0 Compensation. Compensation under this Agreement shall be a salary in the amount of One Hundred Forty-One Thousand Four Hundred and Seventy-Eight Dollars (\$141,478.00), annually. Compensation hereunder shall be paid in semi-monthly installments payable to Capitol with such installment being made following each regular meeting of the Board of Lyon County Commissioners. Such semi-monthly payments shall thereafter be placed in the United States mail for delivery to Capitol at 628 East John Street, No. #3, Carson City NV or to such other locations as Contractor shall direct in writing delivered to County.

3.1 Compensation for Additional Terms of Service. In the event that renewal of this Agreement is made, compensation for each additional term of service shall include an increase by the amount of 4% per year in the amount of annual compensation noted in Section 3.0 hereof.

ARTICLE IV

PAYMENT OF OTHER COSTS

4.0. Transcript Fees. County will be responsible for the payment of costs associated with the preparation and delivery of court transcripts ordered by the Court. County agrees to the payment of fees at the rate of \$4.80 per page for an original and two copies of the transcript as authorized by NRS 3.370(c). All transcripts filed in criminal and juvenile matters shall be paid by the County at this rate.

4.1. Compensation from Civil Litigants. Contractors shall be entitled to charge civil litigants the fees allowed for availability to report civil cases and for transcripts and mileage as allowed by NRS 3.370.

ARTICLE V

OTHER APPLICABLE CONTRACTUAL PROVISIONS

5.0. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the construction of this Agreement.

5.1. Modification. Any modification to this Agreement must be made in writing, signed by all Parties hereto.

5.2. Assignability. The provisions of this Agreement are not assignable without the consent of the Court.

5.3. Severability. Each provision of this Agreement is severable from the whole. If any portion of this Agreement is deemed to be invalid, that invalidity shall not impair the remaining provisions of this Agreement.

5.4. Confidentiality. This Agreement contemplates that Contractor or other designated court reporters will have information made known to them which is not known to the general public, nor is any such disclosure intended to be made known to the general public. Contractor and their associated reporters are under a duty to retain confidential information disclosed by client subject only to disclosure as is or may be authorized by a client or by Court order, Court rule, or State law.

5.5. Indemnity. Each Contractor agrees to indemnify and hold harmless the County, the Court, their agents and employees, from any and all claims, causes of action, or liability arising out of a particular Contractor's performance of reporting duties and the provision of transcripts as contemplated by this agreement. Neither Contractor is required to indemnify and hold harmless County, Court their agents and employees from all claims, causes of action, or liability arising out of the other Contractor's performance of its duties under this Agreement.

5.6. Entire Agreement. This agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all other previous communications, representations, or agreements, either verbal or written, between the Parties.

5.7. Notices. Any notices, statements, or correspondence to be made hereunder shall be addressed to parties as follows:

1. Court:
Third Judicial District Court of Nevada
911 Harvey Way
Yerington, Nevada 89447

2. County:
County Manager's Office
27 S. Main Street
Yerington, Nevada 89447

3. Capitol:
C/O Michel Loomis
628 E. John Street No. #3
Carson City NV 89706

C
5.8. C
a
C
/

IN WITNESS OF THE ABOVE, each party to this Agreement has caused it to be executed on the date shown below:

DATED this ____ day of _____ 2024.

THIRD JUDICIAL DISTRICT COURT DEPARTMENT II

By LA
Honorable Leon Aberasturi

DATED this 11th day of March, 2024.

THIRD JUDICIAL DISTRICT COURT DEPARTMENT I

By: JS
Honorable John Schlegelmilch

DATED this _____ day of _____ 2024.

LYON COUNTY

By: _____
Chairman of Board of County Commissioners

DATED this 8th day of March, 2024.

CAPITOL REPORTERS


MICHEL LOOMIS, President

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

12.j

Subject:

For Possible Action: Acknowledge resignation of Angela DeFord from the Stagecoach Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Angela DeFord, Resignation](#)



Erin Lopez <elopez@lyon-county.org>

Regrets

1 message

Angela DeFord <angelwildz98@gmail.com>

Thu, Mar 21, 2024 at 11:25 AM

To: Erin Lopez <ELOPEZ@lyon-county.org>, Cassandra Aveiro <jcaveiro@ymail.com>, Charlie Shirley <weldmee@gmail.com>, Mandy Brinnand <sunstream3@yahoo.com>

Good morning all!

I'm writing today, to regretfully inform you that April 3rd 2024 will be my last meeting of attendance. My family and I will be relocating out of state, mid April. I appreciate serving the community for the time that I've lived in Stagecoach. I appreciate everything and everyone that I've come in contact with during my service.

Thank you all so much!

Angela DeFord

[5970 Warpath Dr](#)[Stagecoach, Nevada 89429](#)

(937) 624-8311

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

13.a

Subject:

For Possible Action: Approve the services of independent contractor, Isabella Macabales, in an amount not to exceed \$16,900 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).

Summary:

The MOST program is a fully grant funded, jail and hospital diversion program where public safety personnel, behavioral health clinicians, and case managers work in collaboration to address behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system. The MOST program is designed to divert individuals with serious mental health illnesses away from criminal justice systems and emergency rooms, and into appropriate community based services and supports.

The services of Isabella Macabales, LCSW will be up to 16 hours weekly to provide the behavioral health clinician role for the MOST team as covered in the State of Nevada, Health and Human Services, Division of Public and Behavioral Health MOST grant award.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the services of independent contractor, Isabella Macabales, in an amount not to exceed \$16,900 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).

ATTACHMENTS

- [FY24 Mobile Outreach Safety Team Contract with Isabella Macabales](#)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

And

Isabella Macabales, LCSW
3730 Lakeshore Dr
Carson City NV 89704

Phone: (775) • Fax: (775)

(NAME, ADDRESS, PHONE, FACSIMILE NUMBER FEDERAL I.D. NUMBER OF INDEPENDENT CONTRACTOR)

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

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

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

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

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

3. **CONTRACT TERM.** This Contract shall be effective from 04/01/2024, subject to approval by the Lyon County Board of County Commission (anticipated to be 04/01/2024), and expire on 06/30/2024, unless sooner terminated by either party as specified in paragraph (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of termination upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

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

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

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$_65/hr_, not to exceed \$_16,900_. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its

departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

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

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

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

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

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

- i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- ii. Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.
- iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. **Commercial General Liability Insurance**

- i. Minimum Limits required:

| | |
|------------------------------|---|
| <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: \$ _____ 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: \$ **1,000,000.00** Each Claim.
 - ii. Retroactive date: Prior to commencement of the performance of the contract.
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- f. **Umbrella or Excess Liability Insurance**
- i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to state it is “As Broad as Primary Policy”
- g. **Commercial Crime Insurance**
- i. Minimum Limit required: \$ _____ Loss for Employee Dishonesty.
 - ii. This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Contractor regardless of position or category.
- h. **Performance Security**
- i. Amount required: \$ _____
 - ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to “Lyon County” only.
 - iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
 - iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.
- i. **General Requirements**
- i. Amount required: \$ _____
 - ii. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
 - iii. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iv. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be 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 mailed to the address shown below.
 - vii. **Approved Insurer:** Each insurance policy shall be:
 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 2. Currently rated by A.M. Best as “A-VII” or better.

j. **Evidence of Insurance**

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

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

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

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

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

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

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

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

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

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

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

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

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

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

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

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

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

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

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

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

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

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

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless

otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

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

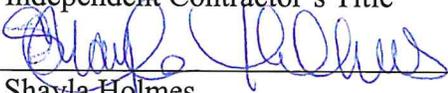


Independent Contractor's Signature

3/13/24

Date

Isabella Macabales, LCSW

Independent Contractor's Title


Shayla Holmes
Lyon County Human Services Director

3/14/24

Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman
Board of County Commissioners
Lyon County

Date

REVIEWED AS TO FORM ONLY

District Attorney

Date

Legal Counsel for Independent Contractor

Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager

Date

Amendment 1
Exhibit B

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Isabella Macabales, LCSW. It is developed to identify the Requirements, Roles and Responsibilities for the Mobile Outreach Safety Team (MOST).

The MOST program is a jail and hospital diversion program where public safety personnel, behavioral health clinician, and case managers work in collaboration to address the behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system. The MOST program is designed to divert individuals with serious mental illnesses away from criminal justice systems and emergency rooms, and into appropriate community based services and supports.

The Behavioral Health Clinician will provide Lyon County MOST services up to 16 hours per week conducting activities as follows:

- Implement MOST operational procedures developed by Lyon County.
- Partner with Lyon County Sheriff law enforcement officer for MOST referrals or calls.
- Provide behavioral health crisis intervention, diversion, and referral services in compliance with state and federal law.
- Conduct behavioral health and suicide risk assessments for individuals within the MOST program.
- Conduct Mental Health Holds, apply for necessary mental health emergency admissions, and provide consultations on requirements or procedures for mental health emergency admissions in accordance with NRS 433A.
- Collect, record, and report timely data identified as necessary by the grantors and Lyon County Human Services Department.
- Provide behavioral health recommendations to develop, implement and monitor of MOST Service Plans.
- Coordinate and collaborate with MOST team members and local community agencies to connect individuals to identified services.
- Submit an invoice for reimbursement to Lyon County Human Services, Behavioral Health Coordinator for payment submission on a monthly basis, no later than the 10th of each month for the prior month.
- Provide program information and marketing material at specified community events and to appropriate community partners, as available.
- Represent the Lyon County MOST program with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Considerations:

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

AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 and NRS 617.210

I, Isabella Macabales, LCSW , do solemnly swear and attest to the following, pursuant to NRS. 616B.624 and NRS 617.210:

1. I am sole proprietor who will not use the services of any employees in the performance of this Contract with Lyon County.
2. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
3. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
4. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
5. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
6. I acknowledge that Lyon County will not be considered my and is not liable as a principal contractor to me if any: for any compensation or other damages as a result of any compensation or other damages as a result of any industrial injury or occupational disease incurred in the performance of this Contract.

I do hereby voluntarily affirm under penalty of perjury that the assertions of this affidavit are true and correct.



Signed :

Isabella Macabales, LCSW

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

13.b

Subject:

For Possible Action: Accept the Notice of Subaward from the State of Nevada, Department of Health and Human Services, Division of Aging and Disability Services, in the amount of \$150,000, to provide Homemaker Services to individuals deemed eligible per the ADSD Service Specifications.

Summary:

This is a new grant from the State of Nevada, Aging and Disability Services Division which is being provided through the American Rescue Plan Act. This grant funding will allow for expansion of the current Homemaker program which provides general housecleaning to individuals, 60 years of age and older, who are unable to perform these tasks.

The expanded services provided with this additional funding will include specialized deep cleaning services to address substandard living conditions as a result of hoarder and neglected home situations.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept the Notice of Subaward from the State of Nevada, Department of Health and Human Services, Division of Aging and Disability Services, in the amount of \$150,000, to provide Homemaker Services to individuals deemed eligible per the ADSD Service Specifications.

ATTACHMENTS

- [FY24 American Rescue Plan Act Homemaker Notice of Subaward](#)



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

Agency Ref. #: **11-001-02-FRFX-24**
 Budget Account: 3278
 Category: 62
 GL: 8580
21027A21
 Job Number: (Func 2305)

NOTICE OF SUBAWARD

| | |
|--|---|
| Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Shawna Eggleston, Shawna@adsd.nv.gov | Subrecipient's Name: Lyon County Contact Name: Dave Hockaday, County Commission Board Chair / dhockaday@lyon-county.org |
| Address: 3208 Goni Road, #I-181 Carson City, NV 89706 | Address: 27 South Main Street Yerington, NV 89447-2571 |
| Subaward Period: 02/01/2024 – 06/30/2024 Subaward Type: Categorical | Subrecipient's: EIN: <u>88-6000097</u> Vendor #: <u>T40156600</u> UEI: <u>UT4JJ9N6L69</u> |

Purpose of Award: Fiscal Year 2024 funding (GFO ARPA) to provide In-Home Services - Homemaker Services to individuals deemed eligible per the ADSD Service Specifications.

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

| Approved Budget Categories: | |
|------------------------------------|---------------------|
| 1. Personnel | \$0.00 |
| 2. Travel | \$0.00 |
| 3. Operating | \$0.00 |
| 4. Equipment | \$0.00 |
| 5. Contractual/Consultant | \$150,000.00 |
| 6. Other | \$0.00 |
| TOTAL DIRECT COSTS | \$150,000.00 |
| 7. Indirect Costs | \$0.00 |
| TOTAL APPROVED BUDGET | \$150,000.00 |

| AWARD COMPUTATION: | |
|---|-------------------------|
| Total Obligated by this Action: | \$ 150,000.00 |
| Cumulative Prior Awards this Budget Period: | \$ 0.00 |
| Total Federal Funds Awarded to Date: | \$ 150,000.00 |
| Total State Funds Awarded to Date: | \$ 0.00 |
| Total Funds Awarded: | \$ 150,000.00 |
| Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | |
| Amount Required this Action: | \$ 0.00 |
| Amount Required Prior Awards: | \$ 0.00 |
| Total Match Amount Required: | \$ 0.00 |
| Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | |
| Federal Budget Period: | 03/03/2021 – 12/31/2024 |
| Federal Project Period: | 03/03/2021 – 12/31/2024 |

| Source of Funds: | % Funds: | CFDA: | FAIN: | Federal Grant #: | Federal Grant Award Date by Federal Agency: |
|---|-----------------|--------------|--------------|-------------------------|--|
| (Governor's Office) American Rescue Plan Act of 2021, US Treasury – Coronavirus State Fiscal Recovery Funds (Allocation #23HCAPD01) | 100% | 21.027 | SLFRP2634 | SLFRP2634 | 06/04/2021 |

Agency Approved Indirect Rate: N/A **Subrecipient Approved Indirect Rate:** 0%; Not Requested.

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

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

| | |
|--|--|
| Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement; | Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Confidentiality Addendum; and Section H: ARPA FRF Special Terms and Conditions |
|--|--|

| Authorized Subrecipient Official's Name, Title: | Signature | Date |
|---|-----------|------------|
| David Hockaday, County Commission Board Chair - OR- Authorized Signer (Print Name and Title): _____ | | |
| Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator | | 03/13/2024 |

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

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. Compliance with the Consolidated Appropriations Act, 2023, PL 117-328.

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

11. Compliance with the Trafficking Victims Protection Act of 2000, Section 106 (g), as amended (22 U.S.C. 7104(g)).
12. No funding associated with this grant will be used for lobbying.
13. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
14. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
15. Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.
16. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
17. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

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

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

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Lyon County

Indicate the staff responsible for each of the following:

| Compliance Item | Due Date | Indicate Subrecipient Staff Responsible (Name and Title) |
|--|---|---|
| Reporting Schedule | Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/ | Rebecca Williams Senior Services Division Manager |
| SAMS and/or Service-Specific Report | 10 th calendar day following the month of service | Rebecca Williams Senior Services Division Manager |
| Request for Reimbursement | 15 th calendar day following the month or quarter of service | Jennifer Thomas Administrative Services Division Manager |
| Request for Reimbursement – Advance | 15 th calendar day before the month of service | Jennifer Thomas Administrative Services Division Manager |
| Quarterly Report | 15 th calendar day following the quarter of service | Rebecca Williams Senior Services Division Manager |
| General Service Specifications | Ongoing throughout subaward period – General guidelines for service provision | Rebecca Williams Senior Services Division Manager |
| In Home Services – Homemaker Service Specifications | Ongoing throughout subaward period – Service-specific guidelines for service provision | Rebecca Williams Senior Services Division Manager |
| NV DHHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs) | Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://dhhs.nv.gov/uploadedFiles/dhhsnv.gov/content/Programs/Grants/GrantInstructionsandRequirementsRevisedOctober2020.pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf | Rebecca Williams Senior Services Division Manager |
| Quality Improvement and Efficiency | Ongoing throughout subaward period | Rebecca Williams Senior Services Division Manager |
| Provision of service as described in the approved subaward application | Ongoing throughout subaward period | Rebecca Williams Senior Services Division Manager |

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

Work Plan

Goal 1 (Outreach): Work with community partners and Senior Services staff to identify seniors in need of HomeRefresh.

| Objective(s) | Activities/Strategies | Timeline | Evaluation Tool |
|---|---|---|--|
| 1.1 Identify and engage with seniors in the community in need of deep cleaning. | Conduct community outreach events to raise awareness about HomeRefresh program. Utilize social media and local publications for outreach | Ongoing during subaward period | Track number of participants at events |
| 1.2 | | | |
| 1.3 | | | |
| Projected Output | | Expected Outcomes | |
| Number of Events: 12 | | Awareness of new program to address substandard living conditions | |
| Number of People Reached: 100 | | | |
| | | | |
| | | | |

Goal 2 (Service Delivery): Provide HomeRefresh services to homes identified as having substandard living conditions.

| Objective(s) | Activities/Strategies | Timeline | Evaluation Tool |
|--|--|--|--|
| 1.1 <i>Identify homes that may qualify for HomeRefresh program</i> | During NVCC/Case Management intake, screen consumers for referral to HomeRefresh | Ongoing during subaward period | Homemaker Assessment Tool HomeRefresh Assessment Tool |
| 1.2 | | | |
| 1.3 | | | |
| Projected Output | | Expected Outcomes | |
| Number of Unduplicated Clients: 30 | | HomeRefresh program assists 30 unduplicated households | |
| Number of Units: 30 | | | |
| % Underserved Populations: 100 | | | |
| | | | |

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

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

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 11-001-02-FRFX-24 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-02-FRFX-24 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

***ADSD Subaward Application*
PROPOSED BUDGET NARRATIVE**

| | |
|--|----------------------------|
| Contractual | Total: \$150,000.00 |
| <p>Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a <u>written agreement or contract</u>. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.</p> | |
| <p>Enter Name of Contractor, Subrecipient here: Nobility Trauma Cleanup LLC</p> <p>Method of Selection: Company services all of Lyon County, licensed, bonded and BBB rating</p> <p>Period of Performance: January 1, 2024- December 31, 2024</p> | \$75,000.00 |
| <p>Scope of Work: Trained biohazard remediation professionals to assist in hoarder cleanup</p> <p>Sole Source Justification: Only one contractor may be available to provide services to parts of Lyon County.</p> <p>Method of Accountability: Case Managers will conduct quality check upon stated completion of services; Jessica Hill, LCHS Program Supervisor and Rebecca Williams, LCHS Division Manager will provide oversight to outcomes and invoicing.</p> <p>Other Justification: Multiple contractors will be obtained in order to service all of Lyon County.</p> <p>Cost Calculation: ~\$5,000 Hoarding Cleanup x 15 homes = \$75,000</p> | |
| <p>Enter Name of Contractor, Subrecipient here: Bio-One</p> <p>Method of Selection: Company services all of Lyon County, licensed, bonded and BBB rating</p> <p>Period of Performance: January 1, 2024- December 31, 2024</p> | \$75,000.00 |
| <p>Scope of Work: Trained biohazard remediation professionals to assist in hoarder cleanup</p> <p>Sole Source Justification: Only one contractor may be available to provide services to parts of Lyon County.</p> <p>Method of Accountability: Case Managers will conduct quality check upon stated completion of services; Jessica Hill, LCHS Program Supervisor and Rebecca Williams, LCHS Division Manager will provide oversight to outcomes and invoicing.</p> <p>Other Justification: Multiple contractors will be obtained in order to service all of Lyon County.</p> <p>Cost Calculation: ~\$5,000 Hoarding Cleanup x 15 homes = \$75,000</p> <p style="background-color: #e0e0e0;">*If more Contractor/Consultant sections are needed, copy section above and insert here.</p> | |
| TOTAL DIRECT PROJECT COSTS | \$150,000.00 |
| Administrative Expenses or Federal Indirect Cost Rate (FICR) | |
| Total: \$0.00 | |
| <p>Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first \$25,000 in that category, as applicable. Reference the Grant Instructions and Requirements GIR-20-12.</p> | |
| <p>Choose ONE type of rate according to funding source and provide calculation or explanations:</p> | |
| <p>1. Independent Living Grant (ILG)/FHN State Funds: 8%</p> | RATE: |
| <p>2. Federal/Other State Funding: 10% de minimis (Modified Total Direct Costs - MTDC)</p> | RATE: |
| <p>3. Federal Indirect Cost Rate (FICR): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.</p> | RATE: |
| <p>FICR Calculation:</p> | |
| <p>Other Explanations:</p> | |
| TOTAL BUDGET REQUEST | \$150,000.00 |

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

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

Enter Info in Orange Cells

| A. FUNDING SOURCES | ADSD Funds | MATCH | [Enter name of Other Funding, if applicable] | TOTAL |
|----------------------------|-------------------|--------------|--|--|--|--|--|--------------|
| PENDING OR SECURED | Pending | | | | | | | |
| ENTER TOTAL FUNDING | \$150,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$150,000.00 |

EXPENSE CATEGORY

| | | | | | | | | |
|------------------------|--------------|--|--|--|--|--|--|--------------|
| Personnel | \$0.00 | | | | | | | \$0.00 |
| Travel | \$0.00 | | | | | | | \$0.00 |
| Operating | \$0.00 | | | | | | | \$0.00 |
| Equipment | \$0.00 | | | | | | | \$0.00 |
| Contractual/Consultant | \$150,000.00 | | | | | | | \$150,000.00 |
| Other Expenses | \$0.00 | | | | | | | \$0.00 |
| Indirect | \$0.00 | | | | | | | \$0.00 |

| | | | | | | | | |
|----------------------|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| TOTAL EXPENSE | \$150,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$150,000.00 |
|----------------------|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|

| | | | | | | | | |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| These boxes should equal zero | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|

| | | | | | | | | |
|----------------------|--------|--|--|--|--|--|--------------------------------|--------------|
| Total Indirect Cost | \$0.00 | | | | | | Total Program Budget | \$150,000.00 |
| Indirect % of Budget | 0.00% | | | | | | ADSD Percent of Program Budget | 100% |

B. Comments regarding budget summary, if applicable.
N/A

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

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

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

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$150,000.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

**SECTION D
Request for Reimbursement (RFR)**

| | | | | | | |
|---|-----------------------------------|--|---|--|-----------------------------|--------------------------------|
| Department of Health and Human Services Aging and Disability Services (ADSD) | | | Agency Ref # _____ Budget Account: _____ GL: _____ Draw #: _____ CFDA # _____ | | | |
| Financial Status Report and Request for Reimbursement | | | | | | |
| Program Name: ADSD PAC Unit, Grants Management | | | Subrecipient Name: | | | |
| Program Address: 3208 Goni Road, #1-181, Carson City, NV 89706 | | | Subrecipient Address: | | | |
| Subaward Period: {Enter Subaward Period} {Enter Service} {Enter type of subaward - Categorical or Fixed-Fee} | | | Subrecipient's: EIN: _____ Vendor #: _____ | | | |
| FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT | | | | | | |
| (must be accompanied by expenditure report/back-up) | | | | | | |
| Month(s): _____ Calendar Year: _____ | | <input type="checkbox"/> NEW REQUEST <input type="checkbox"/> PAID RFR BACK-UP REVISION | | <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> ADVANCE ONLY <input type="checkbox"/> ADVANCE & RECONCILIATION <input type="checkbox"/> RECONCILIATION ONLY | | |
| Approved Budget Category | A Approved Budget | B Total Prior Requests | C Current Request | D Year to Date Total | E Budget Balance | F Percent Requested |
| 1 Personnel | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 2 Travel | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 3 Operating | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 4 Equipment | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 5 Contract/Consultant | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 6 Training | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 7 Other | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 8 Indirect Costs/ Admin Expenses | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| Additional Financial Reporting - All Award Types | | | | | | |
| Budget Item | Required Amount | Total Prior Months | Current Amount | Year to Date Total | Budget Balance | Percent Provided |
| 1 Match | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | - |
| 2 Program Income | N/A | \$0.00 | | \$0.00 | N/A | N/A |
| Additional Financial Reporting - Fixed-Fee Awards Only | | | | | | |
| Fixed-Fee Rate(s): | Number of Units of Service | Funding Earned | | Balance to be Earned | Percent Earned | |
| | Previous Periods | This Period | This Period | Total/All | | |
| 1 | 0.00 | | - | | | - |
| 2 | 0.00 | | N/A | | | - |
| <input type="checkbox"/> N/A | | | | | | |
| Advance Payment Reconciliation | | | | | | |
| Budget Categories or Specific Components (Expand rows as needed) | Month: | Total Funds to Date | | | | |
| | Received | Expended | Funds Advanced | Expended | Balance | Percent Expended |
| | | | \$0.00 | \$0.00 | \$0.00 | - |
| | | | \$0.00 | \$0.00 | \$0.00 | - |
| I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward; and that the amount of this request is not in excess of current needs or, cumulatively for the award term, in excess of the total approved subaward. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached are correct. | | | | | | |
| Authorized Signature | | Title | | | Date | |
| OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY | | | Payment Breakdown: | | | |
| Program contact? Yes: ___ No: ___; Contact: _____ | | | BA.CAT / JOB# | | Amount | |
| Reason for contact: _____ | | | | | \$ | |
| Notes: _____ | | | | | \$ | |
| APPROVALS: | | | N/A | | \$ | |
| Scope of Work - | | | N/A | | \$ | |
| Date: _____ Signed: _____ | | | N/A | | \$ | |
| PAC Fiscal - | | | N/A | | \$ | |
| Date: _____ Signed: _____ | | | TOTAL | | \$ - | |

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

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? June
4. What is the official name of your organization? Lyon County Human Services
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2023
7. What time-period did your last audit cover? July 1, 2022 - June 30, 2022
8. Which accounting firm conducted your last audit? Sciarani & Co.

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

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

SECTION F

Notification of Utilization of Current or Former State Employee

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

NO

Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

| Name | Services |
|-------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Lyon County

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. **DEFINITIONS**

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

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

II. **TERM**

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

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

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

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT**

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

V. **USE OR DISCLOSURE OF INFORMATION**

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

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

VI. **OBLIGATIONS OF SUBRECIPIENT**

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

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

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

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

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

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

SECTION H

Governor's Finance Office allocation of Coronavirus State Fiscal Recovery Fund (FRF) American Rescue Plan Act (ARPA) Funding

Special Terms and Conditions

In accepting these grant funds, it is understood that:

- This is a one-time funding allocation. Reasonable efforts must be made to support sustainability after funding is no longer available.
- Expenditures must be consistent with the approved project narrative, goals and objectives, and budget.
- Funds provided under this allocation to cover both direct and indirect costs must be in accordance with the approved budget on file with ADSD. Changing line items or moving funds between budget categories requires prior approval from ADSD fiscal and program staff, and approval must be documented in writing.
- Expenditures under this funding must be kept separate from expenditures incurred through other funding sources.
- Pre-allocation costs may not be paid with funding from this allocation.
- Extensions to approved budget period(s) may only be considered in extenuating circumstances.
 - Requests for extension must be sent in writing to ADSDgrants@adsd.nv.gov. The ADSD Program Coordinator should be copied on the request.
 - ADSD must pre-approve extension requests in writing BEFORE purchases are made or costs are incurred.
- Monthly expenditure and data reports (including statistics of number of clients served, number unserved, challenges to provision of services, outreach and education efforts, and progress towards project goals) are required. Monthly expenditure and data reports must be submitted timely (no later than the 10th day of each month) to ADSDgrants@adsd.nv.gov. The ADSD Program Coordinator should be copied on the email.
- **ALL** reimbursement requests require receipts, invoices, and backup documents for every expense.
- All construction projects must meet the requirements for Capital Improvement Projects established by the Governor's Finance Office. A document containing the Requirements for Capital Improvement Projects was provided as part of your Notice of Subaward email, if required.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

14.a

Subject:

For Possible Action: Authorize and select County Commissioners to attend the National Association of Counties, Western Interstate Region Conference in Mariposa County, California May 8-10, 2024, for an approximate cost of \$4,000.00/person. (Requested by Commissioner Henderson)

Summary:

The Commissioner's travel budget has a balance of \$15,426.72 remaining for this fiscal year. The approximate mileage amount not submitted for reimbursement is \$2,400, leaving approximately \$13,026 available.

Event Details: <https://www.naco.org/event/2024-western-interstate-region-conference>

The NACo Western Interstate Region (WIR) Conference brings together county officials from across the nation to focus on pressing issues facing Western counties and our residents. Each year the conference is hosted by a county within the fifteen Western states – Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming – and provides attendees with the opportunity to interact with federal, state and regional policymakers, participate in educational sessions and take home tools to address challenges.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

14.b

Subject:

For Possible Action: Review Letter to Postmaster General Louis DeJoy expressing opposition to proposed changes to the United States Postal Service's Reno Processing and Distribution Center and authorize the Board Chair to sign.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Authorize the Board Chair to sign a letter expressing Lyon County's opposition to proposed changes to the United States Postal Service's Reno Processing and Distribution Center.

ATTACHMENTS

- [Letter](#)



BOARD OF COUNTY COMMISSIONERS
LYON COUNTY NEVADA
27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6531 Fax: (775)463-6533

Wes Henderson, District 1
Scott Keller, District 2
Tammy Hendrix, District 3
Robert Jacobson, District 4
Dave Hockaday, District 5

Andrew Haskin
County Manager

April 4, 2024

Mr. Louis DeJoy
Postmaster General
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

Dear Postmaster General DeJoy:

On Behalf of the Lyon County Board of County Commissioners, I am writing this letter to express our concern and opposition to the United States Postal Service's (USPS) proposed changes to Nevada's Reno Processing and Distribution Center (P&DC) on Vassar Street. The potential move of processing operations from the Reno Processing & Distribution Center (PD&C) to the Sacramento PD&C would have significant negative impacts to Lyon County and its citizens.

The proposed changes would create major delays in the delivery of mail in Northern Nevada. Currently, the USPS standard for local mail delivery in Northern Nevada is two days. This is a standard that is already often times stretched, especially in rural counties such as Lyon. County staff will mail Commissioners board packets and documents that can take in excess of three days to reach their destination. Sending Lyon County mail to Sacramento will only increase that timeframe, especially in the winter months. October through April, the weather in Northern Nevada and over Interstate 80/Donner pass can be unpredictable. It is not uncommon for I-80 to close for periods of 24 hours or more as crews work to remove snow and make the highway safe for travel. These difficult road conditions between Northern Nevada and Sacramento will create additional delays which would not be an issue if mail processing was left in Reno.

Additionally, the proposed changes would have a significant impact on elections and election security in Lyon County. The state of Nevada mandates that mail in ballots must be sent to every registered voter. By sending these ballots to California before they are then sent back to Nevada, Lyon County may not be able to meet the required timeframes in the Nevada Revised Statutes (NRS) for receiving and processing these ballots. NRS requires a ballot to be postmarked on or before Election Day and received no later than the fourth day after the election for it to be counted (NRS 293.269921). If mail is delayed due to travel or inclement weather it would do irreparable harm to the public's trust in our election system.

We respectfully ask that you reconsider moving Northern Nevada's Processing & Distribution Center from Reno to Sacramento. The risks posed by these changes are too great and simply unacceptable.

Respectfully

Dave Hockaday
Chair, Lyon County Board of Commissioners

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

14.c

Subject:

For Possible Action: To discuss and provide direction to the County Manager in regards to developing a Bill Draft Resolution (BDR) for the 2025 Legislature, which may include: discussion on possible topics for a BDR; direction to staff to research and come back with information related to a possible BDR; and input from the public on possible topics for a BDR. The Board may direct staff to prepare a resolution and bring back to the Board for further consideration.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

15.a

Subject:

For Possible Action: Appoint up to two members to the Library Board of Trustees with terms expiring June 30, 2024 and June 30, 2025.

Summary:

The Library Board of Trustees approved applications to be forwarded for approval by the Board of County Commissioners.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Deanne Davis, Application](#)
- [Jan Schardt, Application](#)



Lyon County Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

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

Contact Information:

Name: Deanne Davis

Address: 3 Harbor Rd., Dayton, NV 89403

Phone: 714-732-9347 Email: atozdeanne@yahoo.com

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

How many board or commission meetings have you attended in the last year? 1

List boards or commissions you presently serve on or have served on in the past including dates of service:

I have not served on any yet, but have watched Lyon County Commission meetings on zoom, attended Lyon County School Board meetings, and attended a Republican Central Committee meeting. Less formally, I served for 8 years on the board of our square dance club.

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

I recently retired after teaching for 30 years in public schools. As a teacher I used the library regularly with my students. I worked alongside the school librarians teaching students to use the library for research projects, and to develop a love of reading. I helped the librarian choose and acquire appropriate books for my main subject area which was history, as well as the Accelerated Reader program and high-interest books for remedial readers. I attended and helped with book-fairs, club meetings and other events in the school library. I brought my own children to the public library since they were toddlers, and participated in summer reading programs with them every year. I frequented Friends of the Library book sales, donating items and purchasing items to stock my classroom and home library.

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

I have always loved libraries! I want to help make sure our public libraries are a place that provide wholesome, family-friendly materials that encourage children to love reading. I want to help make libraries a place where people of all ages can find information and resources they need, and enjoy a warm sense of community with activities and events that bring people together.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Deanne Davis Digitally signed by Deanne Davis
Date: 2024.02.01 13:16:53 -0800

Date: 02/01/2024

Notice:

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

Signature: Deanne Davis Digitally signed by Deanne Davis
Date: 2024.02.01 13:17:31 -0800

Date: 02/01/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org



Lyon County Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

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

Contact Information:

Name: Janet (Jan) Caulfield Schardt

Address: 5 Pleasant View Drive, Wellington, Nevada 89444

Phone: 707-337-3057 Email: jan.schardt@gmail.com

How long have you been a resident of Lyon County? 5 1/2 years

How many board or commission meetings have you attended in the last year? 10

List boards or commissions you presently serve on or have served on in the past including dates

of service:

- Lyon County Library Foundation 2022 - Current
- Mason Valley Friends of the Library 2019 - Current
- Smith Valley Friends of the Library 2021 - Current
- California Community College Council for Staff Development 1983 - 2019
- SEIU Local 1021 Executive Board 1982 - 2018
- Boy Scout Commission 1987 - 1995
- PTA 1985 - 1988
- DARE 1985 - 1990
- Napa Senior Games Board 1994 - 1998
- Napa Valley College Council of Presidents 1991 - 2013

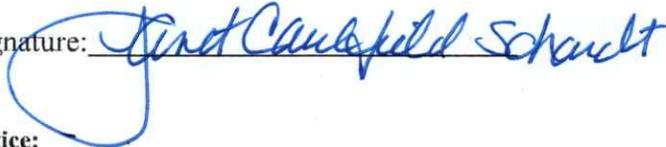
Education and/or training relevant to the position you are applying for:

The two degrees I hold are Bachelors in Business Administration and Masters in Organizational Management. Experience that is relevant to this position is that I was employed at Napa Valley College for 39 1/2 years as a Library and Disability Services Specialist. In this role I assisted the Dean of the Library, Learning Resources and Disability Services in day-to-day operations of both departments. I was responsible for budget planning, expenditures, tracking funds and making recommendations for major purchases such as library application systems. For library duties I was the cataloger, managed all technical services, supervised staff and student workers. I supervised the circulation desk by training staff and I also supported the reference desk by assisting students with reference questions. The library served both the college and the public. In the role of Disability Services Specialist I was the compliance specialist to make sure students received the proper accommodations.

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

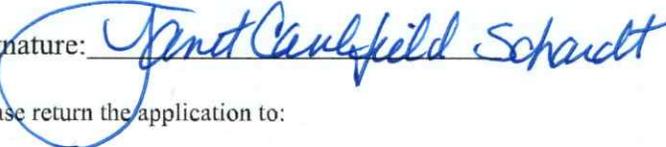
Libraries are the lifeblood of the community by being a central resource for information, books and other materials. Libraries are the custodians of the past and the entry into our future. The helpfulness of librarians and library staff provide resources to be found in all libraries, even the small community ones which I find valuable in our community. I would be a great asset as a Library Trustee based on my experience and knowledge of library operations and programs. I would like to be appointed to the Library Trustees to help maintain Lyon County library resources, the services provided and to help give guidance as necessary.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature:  Date: 03/12/2024

Notice:

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

Signature:  Date: 03/12/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

15.b

Subject:

For Possible Action: Appoint up to one member to the Dayton Valley Advisory Board with a term expiring December 31, 2024.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Tanya Steele, Application](#)

Citizen Advisory Boards

Citizen Advisory Boards are established by the Lyon County Commission to represent residents of Lyon County in designated geographical areas. Citizen Advisory Boards provide information and recommendations to the Lyon County Commission and to other appointed Lyon County boards and commissions. Within their respective geographic area of responsibility, Citizen Advisory Boards:

- Provide advice on land use, services, budget, taxes and other matters;
- Represent the views and concerns of citizens in a fair and equitable manner;
- Serve as a liaison between the citizens of Lyon County and the County Commissioners;
- Disseminate information to the citizens on issues of concern;
- Create agendas and minutes;
- Maintain compliance with records retention; and
- Attend scheduled trainings

For further information please contact the Citizen Advisory Board Liaison:

Erin Lopez
(775) 463-6531 ext. 1412
Email: elopez@lyon-county.org



Lyon County Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

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

Contact Information:

Name: Tanya Steele

Address: 1  Riverpark Parkway, Dayton, NV, 89403

Phone: (530) 913-2985 Email: Tanyas@mobilerdh.com

How long have you been a resident of Lyon County? 15 years

How many board or commission meetings have you attended in the last year? 3

List boards or commissions you presently serve on or have served on in the past including dates of service:

N/A

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

N/A

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

To be a voice for my community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: 

Date: 3/22/2024

Notice:

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

Signature: 

Date: 3/22/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 4, 2024

Agenda Item Number:

17.a

Subject:

For Possible Action: Approve an agreement with the Walker River Irrigation District to lease 30.89- acre feet of Penrose General Improvement District Stored Water Rights, until October 31, 2024, for \$147 per each acre-foot.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Penrose General Improvement District Stored Water Rights Application and Agreement](#)



Walker River Irrigation District

Established in 1919

March 4, 2024

Dear Stored Water User:

The Walker River Irrigation District (the “District”) and National Fish and Wildlife Foundation (“NFWF”) entered into a Grant Agreement dated April 28, 2011, as subsequently amended (the “Grant Agreement”). Among other things, the Grant Agreement provides for a water leasing demonstration program to increase Walker Lake inflows and for use in obtaining other information. The water leasing demonstration program which has been established is a one-year “Stored Water Program.”

In order to implement the Stored Water Program, the District has received the necessary approvals to release up to a combined total of 25,000-acre feet of stored water from Bridgeport and Topaz Reservoirs to flow to Walker Lake. The Stored Water Program is a voluntary program. Through it, individual farmers within the District may, for an agreed upon payment, voluntarily dedicate a portion of their allocated stored water supply to the Stored Water Program for one year.

Subject to available water supply, the District plans to implement the Stored Water Program during the 2024 irrigation season. As part of that planning, the District is notifying all owners of land with apportioned stored water benefits within the District about the Stored Water Program, and providing an application form for those who, at least preliminarily, intend to participate.

Preliminary Interest in Participating

This letter and the enclosed Application are intended to obtain information on the interest of those landowners in participating in the Stored Water Program. Those landowners will not be required to make a final decision on their participation and the extent of that participation in the Stored water Program until May 31, 2024.

In the event there is a re-allocation of storage water in May, a second application period will be opened and all landowners will be able to apply their re-allocation to the Storage Water Leasing Program. Any unused storage water can be applied at that time. A Re-allocation Application will be mailed out following a re-allocation which must be submitted to our office by June 1, 2024.

Payments to participating farmers will be made for each acre foot of Stored Program Water enrolled in the Program and released from storage based on the results of a qualified third-party appraisal, which NFWF requires. That appraisal has been made, and the proposed payment for 2024 is \$147.00 per acre foot.

In the event the above Stored Water Program price does not result in sufficient participation in the Program, the District, at its discretion, may then utilize a reverse auction or any other means of

procurement so long as any price offered to participants in excess of the final appraised value has been approved in advance by NFWF consistent with Reclamation Guidelines. If that should occur, all participating landowners will have the right to receive the higher price for each acre foot the landowner enrolled into the Stored Water Program.

Minimum Participation and Other Requirements

Stored water enrolled in the Stored Water Program in 2024 will be considered as water used for purposes of determining quantities of any water to which you may be entitled to under permits or certificates issued by the Nevada State Engineer which limit the quantity to 4.0-acre feet per acre from all sources. In other words, if a participant holds a supplemental groundwater right which is subject to a duty limit of 4.0-acre feet from all sources, the State Engineer will treat the stored water as having been used to irrigate even though the stored water is enrolled in the Stored Water Program.

For example, assume a participant has 10 acres of land which includes appurtenant stored water of 20-acre feet and also a supplemental groundwater right with a limit of no more than 4.0-acre feet per acre from all sources, or 40-acre feet. If the participant enrolls the 20-acre feet of stored water in the Stored Water Program, the State Engineer will limit pumping of the supplemental groundwater right to 20-acre feet (40-acre feet less the 20-acre feet enrolled in the Stored Water Program).

In order to assist the Nevada State Engineer in enforcing that requirement, the District will be filing a temporary change application for each reservoir, which will require the District to identify by District User Number all participants in the Program and the extent of their participation.

Application

If you are interested in participating in the Stored Water Program during the 2024 irrigation season, you need to complete the enclosed Application and return it to the District office by May 15, 2024. You will be required to make a final decision on participation by May 31, 2024, at which time you will be required to execute and deliver to the District a Stored Water Program Participant Agreement. The form of the Stored Water Program Participant Agreement is also enclosed.

Please do not hesitate to call the District office at (775) 463-3523 if you have any questions concerning the Stored Water Program.

Sincerely,



Robert C. Bryan, General Manager

Enclosures

SUPPLEMENTAL GROUNDWATER INFORMATION

Are there any supplemental groundwater rights appurtenant to the property to which the stored water is appurtenant?

(Circle one): YES or NO

If there are supplemental groundwater rights appurtenant to the property, the Nevada State Engineer Permit Number for the right(s) is/are _____.

By completing and submitting an Application, the Applicant is deemed to represent and warrant to the District that the information included on the Application is complete and correct, and that this preliminary enrollment will become final if not withdrawn or modified in writing by May 31, 2024, and upon execution of a Stored Water Participant Agreement with the District.

Applicant signature: _____

Date: _____, 2024

STORED WATER PROGRAM PARTICIPANT AGREEMENT

This Stored Water Program Participant Agreement (“Agreement”) is entered into on this ____ day of _____, 2024 by and between the Walker River Irrigation District (the “District”) and the Owner (“Participant”) whose name, address and signature appear below.

RECITALS

1. The District is an irrigation district organized and existing under Chapter 539 of the Nevada Revised Statutes.

2. Pursuant to Section 208(a)(1) and Section 208(b)(2)(A), the District has entered into a Grant Agreement with the National Fish and Wildlife Foundation (“NFWF”) for the design, administration and management of a Stored Water Program to increase Walker Lake inflows and for use in obtaining information related thereto.

3. Landowners within the District boundaries with apportioned benefits from storage water rights held by the District in Bridgeport and Topaz Reservoirs are eligible to voluntarily participate in the Stored Water Program.

4. Participant’s District Water User Number is 2215.

5. On _____, 2024, Participant applied to enroll 30.8900 acre feet of Participant’s Stored Water under Participant’s Water User No. 2215 in the Stored Water Program.

6. On March 7, 2024, the District Board established the stored water allocation for the 2024 Irrigation Season at 70%.

7. Participant desires to participate in the Stored Water Program during the 2024 Irrigation Season to the extent provided herein.

NOW, THEREFORE, based upon the foregoing, the District and Participant agree as follows:

ARTICLE I

Term

This Agreement shall be effective on the date of execution hereof, and shall remain in effect through October 31, 2024 unless sooner terminated as provided herein.

ARTICLE II

Enrollment in Stored Water Program

Participant enrolls 30.8900 acre feet of the stored water under Water User No. 2215 in the District's Stored Water Program for the 2024 Irrigation Season. Participant agrees and understands that such stored water will be released by the District from Bridgeport and/or Topaz Reservoir(s), and will be allowed to flow from the outlet of said reservoir(s) to and including Walker Lake as part of the District's Stored Water Program. If the total of all participant enrollments in the Stored Water Program exceeds 25,000 acre feet, the participation of each enrollee will be reduced by a fraction, the denominator of which is the total acre feet enrolled in the Program by all participants, and the numerator of which is the total acre feet originally enrolled in the Program by the Participant.

ARTICLE III

Limitations Related to Water Use Under State Engineer Permits or Certificates

Participant understands and agrees that the Stored Water enrolled in the Stored Water Program pursuant to this Agreement will be considered by the Nevada State Engineer as water used to irrigate, and will be deducted from the quantity of water which may be used during the 2024 irrigation season under any State Engineer issued permit or certificate which limits water use to 4.0 acre feet from all sources. Participant further understands and agrees that as a result of

enrolling stored water in the Stored Water Program, Participant will not be eligible to apply for, and hereby waives any right to apply for, underground water from the District well during the 2024 Irrigation Season.

ARTICLE IV

Availability of Other Surface Water

Subject to Article III and except with respect to the stored water enrolled in the Stored Water Program, Participant may use any other surface water lawfully available to Participant for irrigation during the 2024 Irrigation Season.

ARTICLE V

Changes to Water Rights

In order to implement the Stored Water Program, the District will file two temporary change applications with the Nevada State Engineer, one for Bridgeport Reservoir and one for Topaz Reservoir (the “Temporary Change Applications”). Among other things, pursuant to the Temporary Change Applications, the District will identify by District User Number and District Water Card Number all participants in the Program and the extent of their participation, including with respect to Participant. Participant authorizes the District to file the Temporary Change Applications for purposes of implementing this Agreement and with respect to Participant. If the State Engineer does not approve the Temporary Change Applications by June 18, 2023, then both Participant and the District are released from their respective obligations hereunder, and Participant may utilize the Stored Water enrolled in the Stored Water program for irrigation purposes.

ARTICLE VI

Payment to Participant

Participant will be paid \$147.00 for each acre foot of Participant's stored water enrolled in the Stored Water Program and released from storage. In the event that the \$147.00 per acre foot price does not result in sufficient participation in the Program, and the District receives approval for a higher price per acre foot as provided in the Grant Agreement, Participant will be paid the higher price per acre foot. The payment will be made by the District to Participant within 30 days after the District receives payment in full under the Grant Agreement from NFWF. Participant understands and agrees that the Stored Water Program is funded solely by a grant from NFWF. The expenditure or advance of any money for the performance of any obligation of the District under this Agreement shall be contingent upon its receipt of such funds. No liability shall accrue to the District in the event NFWF fails to provide said funds. If the District determines that it does not have and will not receive from NFWF adequate funding to make the payment described above, it shall endeavor to promptly notify Participant of all others participating in the Stored Water Program. Said notice may be delivered orally, directly to Participant, or by written notice delivered to Participant as set forth herein, and the obligations of the parties under this Agreement shall immediately terminate.

ARTICLE VII

District Assessments

Participant understands and agrees that Participant remains responsible to pay all assessments associated with the stored water enrolled in the Stored Water Program pursuant to this Agreement during the term of this Agreement.

ARTICLE VIII

Participant Representations

Participant represents and warrants to the District:

(a) that all information provided to the District in the Application is complete and correct;

(b) that he/she is the legal owner of the land to which the stored water is appurtenant, or if a lessee, has written authorization from the landowner; and

(c) that Participant is not subject to back-up withholding and has completed and provided to the District a W-9 Taxpayer Identification Number and Certification form.

ARTICLE IX

Additional Terms

(a) Nothing in this Agreement or its implementation affects, diminishes or shall be construed to affect or diminish in any way the validity of any water rights held by any party;

(b) The implementation of this Agreement is subject to the rules, regulations and determinations of all regulatory agencies having jurisdiction of the water and water rights utilized in carrying out the terms of this Agreement; and

(c) There are no intended third-party beneficiaries of this Agreement. This Agreement does not create any right in the public or in any person or entity other than the two parties hereto, and does not authorize any person or other entity other than the parties hereto to maintain an action at law or equity pursuant to this Agreement.

ARTICLE X

Liability

Participant shall indemnify and hold harmless the District from any loss or damage and from any liability on account of personal injury, property damage or claims for personal injury or death, or property damage of any nature caused by Participant or any person, firm or corporation acting on Participant's behalf related to or arising out of this Agreement.

ARTICLE XI

Assignment – Successors and Assigns Obligated

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of the parties hereto. Participant shall not make any assignment or transfer of this Agreement or any right or interest therein until approved in writing by the District, and such approval shall not be unreasonably withheld. This Agreement may be amended by either party only if both parties agree in writing to any such amendment.

ARTIVLE XII

Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE XIII

Notices

Notices and other communications required under this Agreement shall be first done via a telephone call to the number listed below, personal delivery to the address listed below, or by mail, and shall be deemed to have been duly given on the date of service, if served personally on the person to whom notice is to be given, or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To the District: Walker River Irrigation District
Attn: General Manager
410 N. Main Street
P.O. Box 820
Yerington, Nevada 89447
Telephone: (775) 463-3523

To Participant: Penrose General Improvement District
County Manager Andrew Haskin
27 S. Main St., Yerington, NV 89447
775-463-6531

ARTICLE XIV

Miscellaneous

(a) This Agreement shall be governed by, and construed under, the laws of the State of Nevada.

(b) This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties, or representations, oral or written, express or implied, between them other than as set forth herein.

(c) Whenever the approval or consent of the District or Participant is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

WALKER RIVER IRRIGATION DISTRICT

PARTICIPANT:

By: _____
General Manager

By: _____
Title: Dave ockaday, Chair
Board of County Commissioners

Division No: 1

Walker River Irrigation District

410 N. Main St.
Yerington, Nevada 89447
Date: 3/14/2024

Index No: _____

Card No: 39500

Lyon County No: 14-241-13

Claim No: _____

Name: Penrose General Improvement District
Lyon County
27 S. Main St.
Yerington, NV 89447

Reserved Water Rights Owner:
Penrose General Improvement District
Lyon County
27 S. Main St.
Yerington, NV 89447

User No: 2215

Ditch: Campbell

O. & M. Local No: 2

Court Decree:

| Priority | C.F.S. | Acres | Factor | Days Storage | Acre Feet Required | | Acre Feet Apportioned | Topaz Res. Acre Feet | Bridgeport Res. Acre Feet | Claim No. | TOTAL ACRES: | 20.0600 |
|--------------|--------|---------|--------|--------------|--------------------|---------|-----------------------|----------------------|---------------------------|-----------|------------------|---------|
| | | | | | Per Acre | Total | | | | | | |
| NEWL | 0.0000 | 20.0000 | 3.2076 | 65 | 1.5444 | 30.8880 | | | | | Water Rt. Acres: | 20.0000 |
| Total | 0.0000 | 20.0000 | | | | 30.8880 | 30.8880 | 21.1900 | 9.7000 | | Non Wtr Rt. | .0600 |
| | | | | | | | | | | | Acre Ft Storage: | 30.8900 |

Legal Description:

Fr. SE 1/4 of SW 1/4, Sec. 28;
Fr. SE 1/4 of NE 1/4, Sec. 33;
T 14 N, R 25 E.

Comments:

02/25/2019 - Added APN

Document History:

| Document No | Date | Description |
|-------------|------------|---|
| #49-162 | 02/09/1966 | Herbert Penrose to Penrose Genral Improvement District. |
| #49-161 | 04/18/1966 | Marie Heffern to Penrose General Improvement District. |