



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, SEPTEMBER 21, 2023
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447**

Join Zoom Meeting:

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

Meeting ID: 833 6868 6463 / Passcode: 896135

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 for 9:15 AM - For Report Only: Presentation by the Nevada Department of Transportation regarding the future US 50 Dayton project.
- [Presentation](#)

7. Presentation of awards and/or recognition of accomplishments

- 7.a. For Presentation Only: Recognize the Lyon County District Attorney Child Support Division for their efforts during Child Support Awareness Month in August.

8. Commissioners/County Manager reports

9. Elected Official's reports

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: Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes
 - [Assessor Unsecured Factual Corrections](#)
 - [Assessor Secured Factual Corrections](#)
- 12.b. For Possible Action: Approve the September 7th, 2023 Minutes.
 - [September 7, 2023 Minutes](#)
- 12.c. For Possible Action: Review and accept travel claims.
 - [Travel Report 8-16-23 to 8-31-23](#)
- 12.d. For Possible Action: Review and accept claims and financial reports.
 - [Cash Report 8-31-23](#)
 - [Claims Report 8-16-23 to 8-31-23](#)
- 12.e. For Possible Action: Approve to release the Improvement Bond, accept the Certificates of Completion, and accept the Maintenance Bond, for the improvements associated with the POINT LEGADO subdivision, Phase 2, located in Dayton, NV.
 - [Staff Report](#)
- 12.f. For Possible Action: Approve the FY24 independent contract for services with Consumer Direct Services, LLC for \$8,900.00 to provide homemaker services to individuals within the Senior Services Case Management program.
 - [FY24 Consumer Direct Services for Nevada LLC Contract](#)
- 12.g. For Possible Action: Approve the FY24 Independent Contract for services with Gorenflo Consulting Inc. for \$98,304.84 to conduct the Quad County Health District feasibility study.
 - [Contract for services with Gorenflo Consulting](#)

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

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

13. Advisory Board

- 13.a. For Possible Action: Acknowledge the resignation of Sarena Martin from the Mound House Advisory Board.
 - [Resignation Correspondence](#)
- 13.b. For Possible Action: Acknowledge the resignation of Brittany Bennett from the Smith Valley Park and Recreation Board.
 - [Resignation Correspondence](#)

14. Utilities

- 14.a. For Possible Action: Approve Change Order No. 3, for the Lift Station #2A Replacement Project with Peek Brothers Construction, to extend the contract duration by 60 days to allow for additional time to resolve pumping system vibrations. (David Bruketta)
 - [Change Order #3 with Peek Brothers \(Lift Station #2A Replacement Project\)](#)

15. Human Services

- 15.a. For Possible Action: Accept grant award from the U.S. Department of Health and Human Services, Administration for Children and Families for \$119,000 for youth mentorship services to the Fernley area of Lyon County.
- [FY24 Administration for Children and Families Notice of Award](#)
- 15.b. For Possible Action: Approve the services of independent contractor, Ana Tippit in the amount of \$30,420.00 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).
- [FY24 Mobile Outreach Safety Team Contract with Ana Tippit](#)

16. Community Development

- 16.a. For Possible Action: Approve a Memorandum of Understanding between Lyon County, and Mineral County, political subdivisions of the State of Nevada, to allow Lyon County to provide services of a building inspector for FY24 to perform building inspector services for Mineral on an hourly and limited basis.
- [Mineral and Lyon County Interlocal Agreement](#)

17. District Attorney

- 17.a. For Possible Action: Approve the Resolution to: (1) approve the Proposed Final Conditional Stipulation Resolving The Water Right Claims of the Walker River Paiute Tribe And The United States Of America in the Walker River Litigation in the United States District Court, Case No. 3:73-cv-00127-MMD; and (2) authorize Legal Counsel, in consultation with the Lyon County Manager, to: (a) enter into and execute a Final Stipulation on behalf of Lyon County based substantially on the terms of the Proposed Final Conditional Stipulation, which is attached to the Resolution of the District Board; (b) file the Stipulation in the District Court in Case No. 3:73-cv-00127-MMD; and, (c) take all other reasonable actions as may be necessary to implement the Stipulation, including any necessary modifications to the Walker River Decree.
- [Proposed Final Draft Stipulation](#)
- [Walker River Litigation Resolution](#)

18. Clerk/Treasurer

- 18.a. For Possible Action: Approve purchase of Central Ballot Scanning System with shipping in the amount not to exceed \$28,859.00 to be funded from a budget transfer from General Fund contingency.
- [Ballot Scanning](#)

19. County Manager

- 19.a. For Possible Action: Approve the August 28, 2023 Code Enforcement Workshop Minutes.
- [August 28, 2023 Minutes](#)
- 19.b. For Possible Action: Review and adopt a resolution supporting the City of Fernley's litigation related to the Truckee Canal.
- [Resolution Supporting the City of Fernley](#)
- 19.c. For Possible Action: Review and discuss draft lands bill map and provide direction to the County Manager on what should be included in a Lyon County Lands Bill.
- [Lyon County Land Requests Map](#)
- [Fernley TRI 2 Map](#)

20. 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.*

21. Commissioner Comments

22. 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.*

23. 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.*

24. 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: September 21, 2023

Agenda Item Number:

6.a

Subject:

Time Certain for 9:15 AM - For Report Only: Presentation by the Nevada Department of Transportation regarding the future US 50 Dayton project.

Summary:

Will be presented by NDOT Deputy Director Darin Tedford.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Presentation](#)

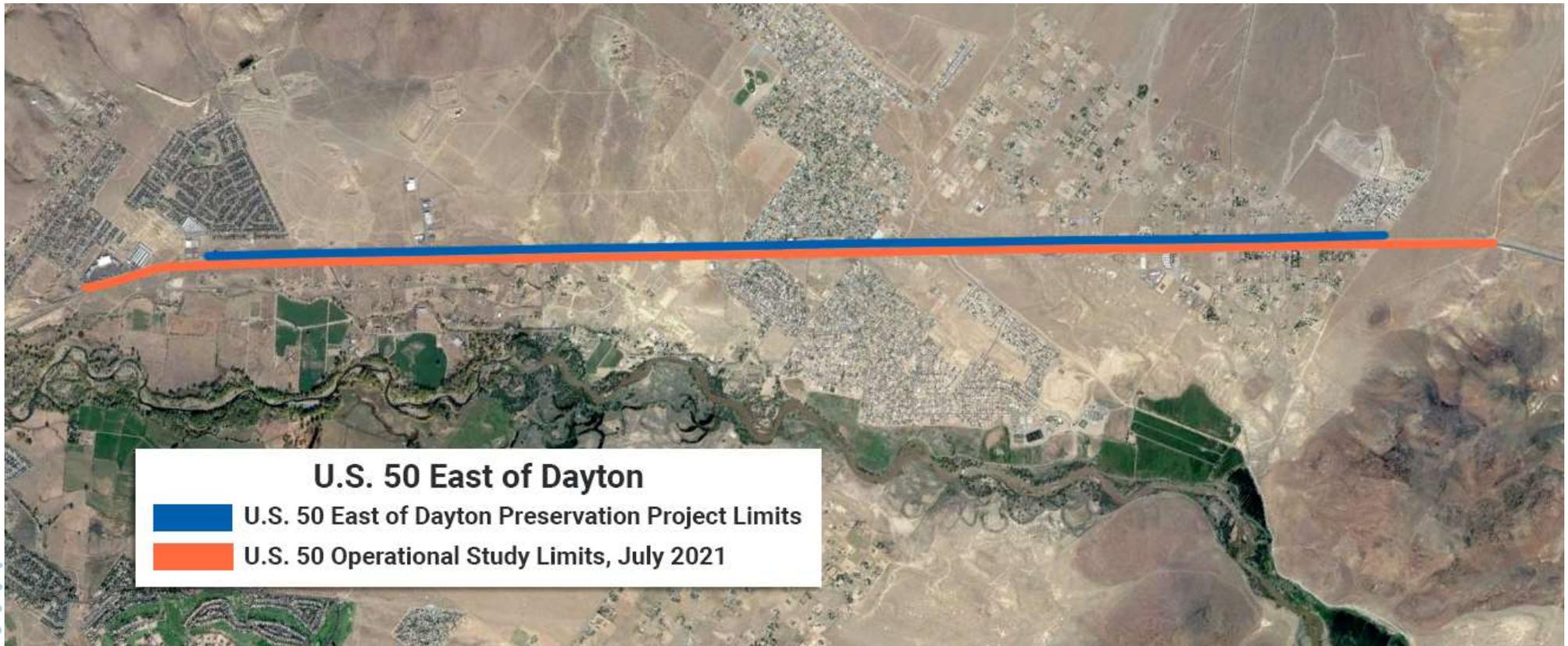


U.S. 50 East of Dayton Preservation Project

Lyon County Commission Meeting

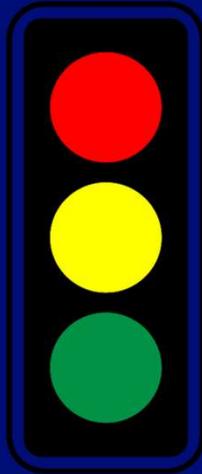
9/21/2023

Study Area Map & Project Limits Map



U.S. 50 East of Dayton Preservation Project Map





Proposed Improvements:

- Pavement preservation
- Maintain two lanes in each direction
- New traffic signals at Cardelli Road and Six Mile Canyon Road
- 11-foot-wide travel lanes and 6-inch-wide roadway striping
- Speed reduction to 45 mph from Fortune Drive to Six Mile Canyon Road
- Median installation for traffic calming and access management





PROJECT BENEFITS

- 1 Roadway rehabilitation
- 2 Improved, safer traffic flows
- 3 Safer, signalized intersections at Cardelli Road and Six Mile Canyon Road
- 4 Speed reduction through signage





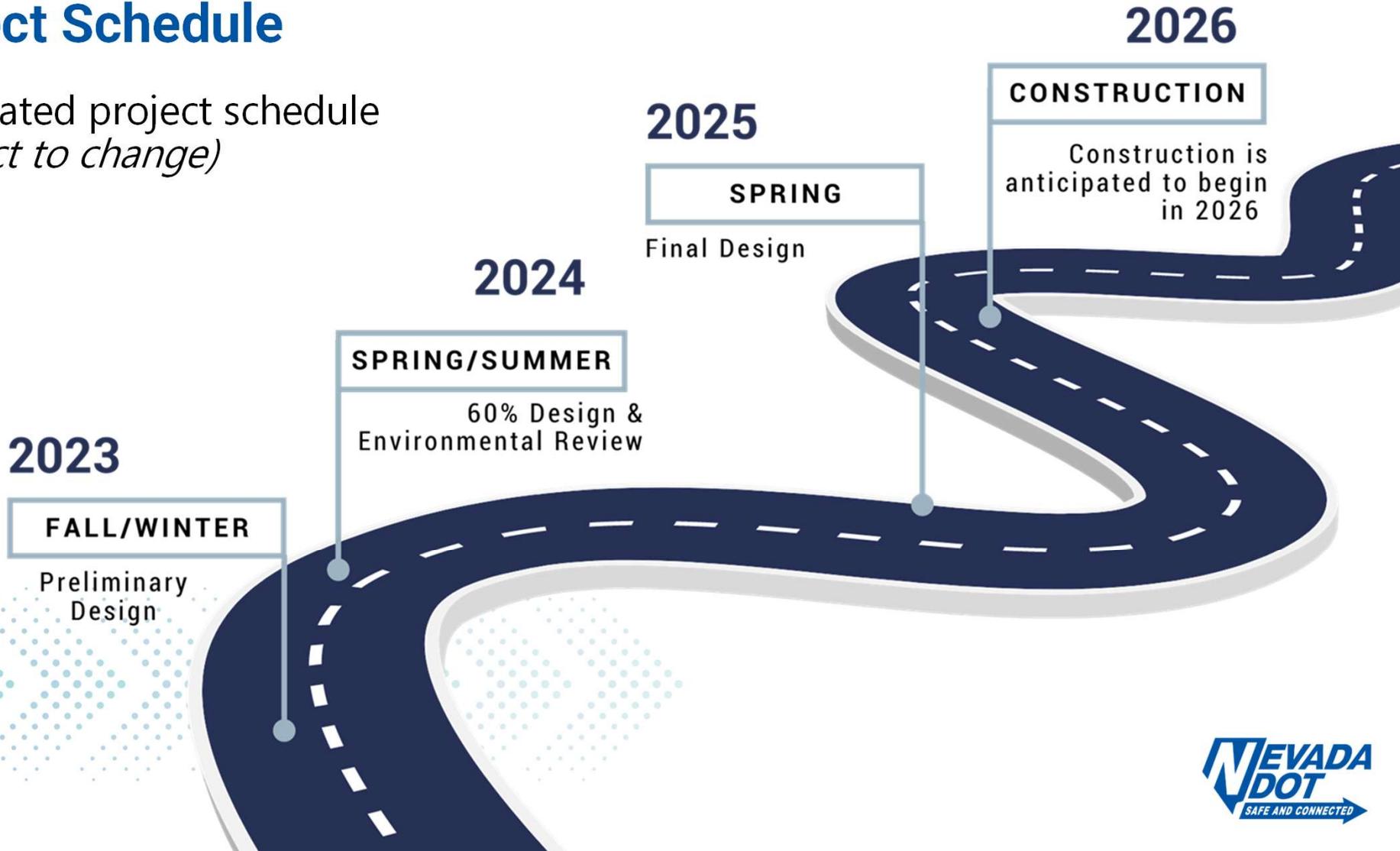
PROJECT BENEFITS

- 5 Speed reduction through pavement markings. New 11-foot-wide travel lanes will be narrower than the existing 12-foot-wide travel lanes and will improve traffic calming.
- 6 Additional speed management countermeasures, including increasing the size of roadway striping, median installation, and speed feedback signs.
- 7 Access management through median installation and controls per U.S. 50 Operational Study recommendations.



Project Schedule

Anticipated project schedule
(Subject to change)



Public Outreach

- Public information meetings will be held for the project. Notices will be sent out prior to those outreach activities.
- Public outreach will also include website updates, virtual outreach, social media updates, e-blasts to stakeholders, mailers, and Spanish-language outreach.

Questions?

NDOT U.S. 50 East of Dayton Preservation Project Lead

Pedro Rodriguez, P.E., CPM

NDOT Assistant Chief Project Management

Office: (775) 888-7320

Email: prodriguez@dot.nv.gov





Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

7.a

Subject:

For Presentation Only: Recognize the Lyon County District Attorney Child Support Division for their efforts during Child Support Awareness Month in August.

Summary:

The Lyon County District Attorney Child Support Division distributed school supplies to parents using the child support program in recognition of Child Support Awareness Month.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.a

Subject:

For Possible Action: Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes

ATTACHMENTS

- [-Assessor Unsecured Factual Corrections](#)
- [-Assessor Secured Factual Corrections](#)



Meeting: 9/21/2023

LYON COUNTY

The Assessor's Office deems the following Secured Property accounts to be factual corrections:

APN	Name/Owner	Reason for Deletion	Tax Year	Tax Dist.	Tax Amount
022-091-10	Richardson, Raphael G	Apply DV exemption	23/24	6.0	\$1,220.80
020-756-01	Breckel, Kristina	Apply DV exemption	23/24	6.1	\$830.16
019-193-13	Frye, Jayson	Apply DV exemption	23/24	8.4	\$1,016.66
022-341-04	Scarberry, Michael	Apply DV exemption	23/24	6.0	\$1,220.80
019-532-40	Jenkins, Arlene	Apply DV exemption	23/24	8.5	\$466.50
029-681-40	Simas, Michael S	Apply DV exemption	23/24	8.8	\$860.60
022-221-01	McKinney, Ronnie	Apply DV exemption	23/24	6.0	\$1,220.80
010-301-16	Roberts, Larry W & Mary A	Remove Ag Equipment	23/24	4.0	\$810.72
012-131-34	Marich, Mariann	Remove Ag Equipment	23/24	2.0	\$841.86
029-682-24	Rose, Anthony	Apply DV exemption	23/24	8.8	\$287.47
029-383-03	Vukelic, Daniel	Apply DV exemption	23/24	8.4	\$1,149.90
020-534-08	Morrison, Evan	Remove DV exemption	23/24	6.0	(\$915.60)
020-092-06	Moller, Michael II	Apply DV exemption	23/24	6.0	\$610.40
029-534-03	Willhite, Curtis	Apply DV exemption	23/24	8.4	\$574.95
029-752-21	Austin, Michael	Apply DV exemption	23/24	8.4	\$928.70
15-371-21	Marrs, Billy	Apply DV exemption	23/24	8.3	\$728.95
					\$11,853.67

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.b

Subject:

For Possible Action: Approve the September 7th, 2023 Minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [September 7, 2023 Minutes](#)

Board of County Commissioners Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, September 07, 2023 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 Robert Jacobson, and Commissioner Tammy Hendrix

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

2. Invocation given by John Poundstone of Joy Church

3. Pledge of Allegiance

4. Public Participation

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

5. For Possible Action: Review and Adoption of Agenda

County Manager Andrew Haskin requested to remove item 16.a from the agenda and to hear item 7.a. sooner.

Comm. Henderson moved to approve the agenda minus item 16.a. and to hear 7.a. sooner, Comm. Jacobson seconded, and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 AM - For Presentation Only: Presentation on Fire Adapted Nevada/Fire Safety from the Nevada Division of Forestry, Kelli Nevills.

Fire Adapted Nevada Partnership Coordinator Kelli Nevills gave a presentation on Fire Adapted Nevada/Fire Safety. She gave an overview of preparedness and prevention, threat versus risk, reasons for extreme fire, common myths, resiliency, and community support.

Comm. Jacobson asked how this can support code enforcement. She answered the WUI code (Wildland Urban Interface) and defensible space does.

6.b. Time Certain at 9:15 AM - For Possible Action: Presentation from the City of Fernley on the U.S. Bureau of Reclamation's Truckee Canal Extraordinary Maintenance project, impacts from the project, and the status of associated litigation. (David H. Rigdon, Esq.)

David Rigdon gave a presentation on the Truckee Canal project and the affects it has on community. He gave an overview of the background, implementation of the project, current status, and litigation. He answered questions that extraordinary maintenance is beyond ordinary maintenance, well drilling and capacity, pressure of water in ditches, costs of litigation, single versus double subject questions on the ballot, takeout structures, and authority of the Bureau.

Commissioners asked if Lyon County has taken action and County Manager Andrew Haskin answered at this time they have not. Commissioners asked what they can do to support this issue. David Rigdon asked for a resolution on a future agenda. District Attorney Steve Rye stated his recommendation is to bring this back with recommendations to the Board.

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

Comm. Jacobson motioned to direct staff to work with David Rigdon and the City of Fernley to draft a resolution in support of the City of Fernley.

Comm. Henderson asked Comm. Jacobson to include in his motion for staff to bring back options along with a resolution.

Comm. Jacobson agreed to amend his motion to include additional options from staff, seconded by Comm. Henderson, and the motion passed 5-0.

6.c. Time Certain at 9:30 AM - For Presentation Only: Presentation by Toni Inserra, Administrator of South Lyon Medical Center, on the Second Phase of Life Event.

Toni Inserra gave a report on the Second Phase of Life Event which is on September 22, 2023 at Pioneer Crossing Convention Center. She gave an overview of the assisted living needs of the elderly. The event includes several entities and speakers to help assist in preparedness for families.

The Commissioners thanked her for the upcoming event and her service.

7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Present Life Saving Awards issued to Deputy Levi Bell and Deputy Ariana Mendoza.

Sheriff Brad Pope recognized Deputy Levi Bell and Deputy Ariana Mendoza and presented them with Life Savings Awards. He gave a review of the welfare check that saved the elderly mans' life.

The Commissioners thanked them for their services to the citizens of Lyon County.

8. Commissioners/County Manager Reports

County Manager Andrew Haskin thanked the Commissioners for attending the workshop and staff is working on the code enforcement ordinance. The Library Board has appointed Wynne Prindle the new Director. The National Association of Counties Conference will have a basket raffle to raise funds and he asked the Commissioners to bring in donations.

Comm. Hendrix commented she attended the Comstock Historical Society, Lyon County School Board and Dayton Regional Advisory Board meeting.

Comm. Henderson stated he participated in a webinar with the National Association of Counties. Dayton Valley days is coming up. There will be a car show where he will be a judge.

Comm. Jacobson attended the City of Fernley meeting they reviewed concerns of code enforcement in their area. He thanked staff for the code enforcement workshop. He attended a Fernley Foundation Fundraiser and thanked Cody Wagner for doing a great job raising money for facilities in Fernley. He toured South Lyon Medical Center and it was very informational. Schools are in session and he advised the public to be careful. He gave his condolences to the families and collogues of Officer Anthony Falcone.

Comm. Keller reported he attended National Association of Counties Public Lands and Natural Resources Committee, Nevada Association of Counties General Board Meeting, Fallon's Farm Bureau, and National Association of Counties Agriculture & Rural Affairs Steering Committee Meeting.

Comm. Hockaday reported he attended the Walker River Irrigation District meeting. He also went to the Smith Valley Advisory Board meeting.

9. Elected Official's Reports

**9.a. For Report Only: Canal Township Justice Court Statistics Report
- JULY 2023 STATISTICS**

**9.b. For Report Only: Dayton Justice Court Statistics Report
- CRIMINAL AND CIVIL STATISTICS JULY 2023**

Sheriff Brad Pope commented they are enforcing the zero tolerance for school violence. He gave a report of current status with their programs, staffing and response times.

10. Appointed Official's Reports

Community Development Director Louis Cariola commented he will bring forward a draft for the code enforcement ordinance as well as others they are working on. He gave an update on a MOU with Mineral County that he is working on for building department staff to provide services. He reported he has signed off on a subdivision map for Sierra Desert View Estates, Phase 8C - 3 lots.

Emergency Communications Manager Taylor Allison reported the Lyon County Office of Emergency Management is seeking community input on the impacts of natural, man-made and technological disasters from the community for the Hazard Mitigation update.

Comptroller Josh Foli commented he has a vacancy in payroll in his office. Consolidated Tax figures are slightly less than projected and he will update the Board as needed. The Sheriff's Office body cameras have costs more than anticipated.

11. Advisory Board Reports

There was none given.

CONSENT AGENDA

Comm. Keller requested to pull 12.f to be heard separately.

County Manager Andrew Haskin noted that late backup was provided for items 12.d and 12.e.

Comm. Henderson moved to approve the consent agenda items #12a. – 12.v minus 12.f to be heard separately, Comm. Hendrix seconded, and the motion passed 5-0.

**12.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 8-15-23
- Claims Report 8-1-23 to 8-15-23**

The cash balance as of August 15, 2023, was \$113,092,536.29. County claims totaled \$1,380,774.92 and payroll totaled \$1,604,706.42.

**12.b. For Possible Action: Review and accept travel claims.
- Travel Report 8-1-23 to 8-15-23**

Travel claims total as of August 15, 2023, was \$8,839.88.

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

Secured Property corrections totaled \$15,526.72 and Unsecured Factual Corrections totaled \$1,624.26.

12.d. For Possible Action: Approve August 3, 2023 Minutes

The August 3, 2023 meeting minutes were approved.

12.e. For Possible Action: Approve the August 17, 2023 Minutes

The August 17, 2023 meeting minutes were approved.

12.f. For Possible Action: Approve the August 28, 2023 Code Enforcement Workshop Minutes

Comm. Keller requested the minutes be edited on page two. He stated that the proper way to document when he left his seat was to include the time he left his seat and at that time, his part in county business ended until he returned back. Whoever he walked over and spoke to isn't part of county business and should not have been included in the minutes. Anybody can get up and, for any reason, can leave. As long as we still have a quorum, the board still continues to operate, which is why he stated he was still in the room, in case anything big happened, he is still listening but if he leaves the podium he is no longer part of this board until he returns and that is the way it should have been stated.

Erin Lopez stated she took these minutes and is not aware that the time stamp can be added to his request at this time. As far as the rest of his requests, she recommended to pull the audio and to ask the District Attorney to advise the information to be included in that section. Then to bring the minutes back for approval.

Comm. Jacobsen moved to approve the Code Enforcement Workshop Minutes for August 28, 2023.

Andrew Haskin recommended this item be tabled until the revisions can be made.

Comm. Jacobsen stated motion fails without second.

Comm. Keller moved to table 12.f, Comm. Hendrix seconded, and the motion passed 5-0.

12.g. For Possible Action: Approve amendment #3 to an easement deed between Lyon County and the State of Nevada for a water main that runs through the Dayton State Park (David Bruketta).

12.h. For Possible Action: Accept a \$5,000.00 "Technology Grant" check from NCIC Inmate Communications.

12.i. For Possible Action: Approve an MOU between the Lyon County Sheriff's Office and the Yerington Paiute Tribe and the Yerington Paiute Tribal Police for emergency law enforcement services.

12.j. For Possible Action: Accept the "Joining Forces Project Agreement" grant in the amount of \$37,000.00 from The State of Nevada Department of Public Safety Office of Traffic Safety, and to authorize the Sheriff to sign.

12.k. For Possible Action: Approve Forensic support services agreement between Washoe County on behalf of the Washoe County Sheriff's Office and Lyon County on behalf of the Lyon County Sheriff's Office in the amount of \$131,264.00.

12.l. For Possible Action: Accept the donation from the North Lyon County Fire Protection District of an ambulance to the Lyon County for Search and Rescue functions.

12.m. For Possible Action: Accept a grant award from the Nevada Department of Business & Industry, Housing Division for FY2024 in the amount of \$80,000.00, for the Account for Affordable Housing Trust Fund, to provide housing services to Lyon County.

12.n. For Possible Action: Accept a grant award revision from the Nevada Department of Health and Human Services, Aging and Disability Services Division, for de-obligation of FY2023 Homemaker Services in the amount of \$3,414.33, for a total grant award of \$96,260.67.

12.o. For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2024 in the amount of \$14,904.00, with a County match of \$2,236.00, for In-Home Support services.

12.p. For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services for SFY2024, in the amount of \$138,032.00, for the Differential Response program.

12.q. For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2024 in the amount of \$99,675.00, with a County match of \$14,951.00, for Homemaker services.

12.r. For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Public & Behavioral Health, Office of Maternal, Child, and Adolescent Health for FY2024, in the amount of \$40,051.00 for Family Planning.

12.s. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2024 in the amount of \$91,596.72, with a County match of \$13,740.00, for Nevada Care Connection/Aging and Disability Resource Center services.

12.t. For Possible Action: Approve the FY2024 Notice of Subcontract Award from Nye County Communities Coalition to supplement Opioid Misuse services through training and supplies in the amount of \$5,000.00 with no match.

12.u. For Possible Action: Approve Opioid Settlement Agreement with Teva Pharmaceutical in accordance with the Nevada One Agreement with payments in various annual installments over a twenty (20) year period beginning July 1, 2024, and authorize Chairman or County Manager to execute related documents.

12.v. For Possible Action: Approve Settlement Agreement with Walgreens in the Opioid Litigation with equal installments paid over fifteen (15) years allocated in accordance with the Nevada One Agreement, and authorize Chairman or County Manager to execute required documents.

****END OF CONSENT AGENDA**
PUBLIC HEARING ON PLANNING ITEMS**

13. PUBLIC HEARING ON PLANNING ITEMS

13.a. For Possible Action: Approve the request for a Zoning Map Amendment from Aspen Creek 2022, LLC, to reconfigure the zoning boundaries of a dual-zoned, 612.85-acre parcel with RR-20 (Fifth Rural Residential - 20 Acre Minimum) and SR-12,000 (Suburban Residential - 12,000 Sq. Ft. Minimum) districts located approximately 2.6 miles to the east of the intersection of U.S. Highway 50 and Fort Churchill Road at 1455 Fort Churchill Road in Dayton (APN 016-023-02) PLZ-2023-041.

Comm. Hockaday read item 13.a. into the record.

Comm. Keller stated Comm. Jacobson left at 11:20am and returned at 11:21am.

Comm. Hockaday read item 13.b. into the record.

Planner Bill Roth presented the applicants request for a Zoning Map Amendment to reconfigure the zoning boundaries of a dual-zoned, 612.85- acre parcel with RR-20 (Rural Residential - 20 Acre Minimum) and SR-12,000 (Suburban Residential - 12,000 Sq. Ft. Minimum) districts. The existing zoning is based on a Tentative Map configuration that was approved in 2006 and followed the Federal Emergency Management Agency (FEMA) flood zone boundaries at that time (PLZ-06-0130). The FEMA flood zone boundaries have since changed, which has led the Applicant to propose a reconfiguration of the zoning boundaries and Tentative Subdivision Map. The proposed Tentative Subdivision Map is analyzed in a separate report (PLZ-2023-042). At the August 8, 2023 the Planning Commission voted unanimously to approve the application.

The Commissioners questioned if the developers will help with the bridge.

Bill Roth answered this particular project with the traffic study didn't determine that a bridge would be necessary.

County Manager Andrew Haskin stated that the intersection is in the jurisdiction of Nevada Department of Transportation.

Applicant Representative, Chris Baker, with Manhard Consulting, gave a presentation to the Board.

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

Comm. Henderson moved to approve the request for a Zoning Map Amendment from Aspen Creek 2022, LLC, to reconfigure the zoning boundaries of a dual-zoned, 612.85-acre parcel with RR-20 (Fifth Rural Residential - 20 Acre Minimum) and SR-12,000 (Suburban Residential - 12,000 Sq. Ft. Minimum) districts located approximately 2.6 miles to the east of the intersection of U.S. Highway 50 and Fort Churchill Road at 1455 Fort Churchill Road in Dayton (APN 016-023-02) PLZ-2023-041, based on the findings;

- A. The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;
- B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title; and
- C. The proposed amendment is compatible with the actual or master planned adjacent uses.

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

13.b. For Possible Action: Approve the request for a Tentative Subdivision Map from Aspen Creek 2022, LLC to create a 499-lot single-family residential subdivision on a 612.85-acre parcel located approximately 2.6 miles to the east of the intersection of U.S. Highway 50 and Fort Churchill Road at 1455 Fort Churchill Road in Dayton (APN 016-023-02) PLZ-2023-042.

Planner Bill Roth presented the applicants request for a Tentative Subdivision Map from Aspen Creek 2022, LLC to create a 499-lot single-family residential subdivision on a 612.85-acre parcel located approximately 2.6 miles to the east of the intersection of U.S. Highway 50 and Fort Churchill Road at 1455 Fort Churchill Road in Dayton. 1342 Page 2 of 20 Board of County Commissioners – September 7, 2023 PLZ-2023-042 – Aspen Creek Tentative Subdivision Map Planning-BR Preceding the proposed Tentative Subdivision Map request is a request for a Zoning Map Amendment to reconfigure the zoning boundaries of the dual-zoned, 612.85-acre parcel with RR-20 (Rural Residential - 20 Acre Minimum) and SR-12,000 (Suburban Residential - 12,000 Sq. Ft. Minimum) districts. The existing zoning is based on a Tentative Map configuration that was approved in 2006 and followed the Federal Emergency Management Agency (FEMA) flood zone boundaries at that time (PLZ-06-0130). The FEMA flood zone boundaries have since changed, which has led the Applicant to propose a reconfiguration of the zoning boundaries and a new Tentative Subdivision Map. The proposed Zoning Map Amendment is analyzed in a separate report (PLZ-2023-041). At the August 8, 2023 the Planning Commission voted unanimously to approve the application.

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

Comm. Henderson moved to approve the request for a Tentative Subdivision Map from Aspen Creek 2022, LLC to create a 499-lot single-family residential subdivision on a 612.85-acre parcel located approximately 2.6 miles to the east of the

intersection of U.S. Highway 50 and Fort Churchill Road at 1455 Fort Churchill Road in Dayton (APN 016-023-02) PLZ-2023-042, based on the findings and conditions of approval;

1. Approval of the tentative map shall not constitute acceptance of the final map. Approval of the tentative map shall lapse unless a final map based thereon is presented to the Board of Commissioners within four (4) years from the date of such approval, unless a provision for an extension of time has been granted. The Board of County Commissioners, with the recommendation of the Community Development Department, may grant to the developer a single extension of not more than two (2) years within which to record a final map after receiving approval of the tentative map.
2. The applicant shall comply with all Federal, State, County and special purpose district regulations.
3. The developer shall provide the proposed Covenants, Conditions and Restrictions (“CC&Rs”), landscape maintenance association/homeowners association agreements, easements and/or other legal instruments containing sufficient detail to constitute enforceable provisions necessary for operation and maintenance by the developer and his successors, and assignees as well as the individual subdivision lot property owners as the project is subdivided and the individual lots sold for all common areas and storm drainage facilities (easements, channels and basins) as well as any other provisions necessary for the subdivision as approved, for review by the Community Development Director, the Utilities Director, the County Engineer and District Attorney’s Office. The approved legal instrument shall be signed and recorded prior to approval of a final map or first in a series of final maps for the project.
4. Prior to issuance of any Final Map, the applicant shall submit for the County’s approval a landscape/treatment development plan for all common areas on the site, for that phase, including the maintenance access road for overhead utilities.
5. The applicant shall submit and receive approval of a street-naming application prior to submittal of an application for a final map or first in a series of final maps. Should any requested street name(s) be denied, the Community Development Director is authorized to administratively process a request for a replacement street name(s), obtain review and comment from the fire district with jurisdiction, Road Department and any other appropriate agency, and approve a revised street name(s) without the requirement of a public hearing before the Planning Commission.
6. Before requesting a Will-Serve Letter for the final subdivision map, the developer must submit an LCUD application for water and sewer service and meet the requirements outlined in County Code, Title 9. The applicant shall provide written evidence (i.e. ‘will-serve’ letters) demonstrating that the proposed parcels are able to be served by municipal water and sewer systems prior to recordation of a final subdivision map or first in a series of final maps for this project.
7. The proposed realignment of Fort Churchill Road will necessitate the relocation of a sewer effluent main and associated utility easements at the expense of the developer, for the affected phases. The relocated sewer effluent connection must be maintained and functional throughout the project duration. A maintenance road paved with an all-weather surface will also be required to run concurrently with the sewer effluent line throughout the project duration if Fort Churchill Road is not providing the required access. The realignments of the sewer effluent line, associated easements, and either a maintenance road or Fort Churchill Road, must be approved by the Utilities Director, the Roads Department Director, and the Community Development Director prior to recordation of the Final Map for all phases of the development.
8. The proposed project shows two new lift stations. The developer is required to meet the requirements of NAC445A.285 and WTS-21. Odor control mitigation for a lift station is required when there are any homes within 1000’ of a lift station.
9. All property taxes must be paid in full through the end of the fiscal year (June 30) and any applicable agricultural deferred taxes shall be paid in full prior to recordation of any final map.
10. The applicant shall comply with the final subdivision map requirements as prescribed by NRS 278 and Title 15 of the Lyon County Code.
11. Required recording fees to be paid at time of recording map.
12. No lot shall be offered for sale or sold until the final subdivision map has been approved and recorded.
13. No building permits shall be accepted for processing until a final subdivision map has been approved and recorded.
14. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Community Development Director prior to submitting the final subdivision map for recordation.
15. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Community Development Department prior to final subdivision map recordation.
16. The applicant shall provide the final subdivision map to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) pursuant to 15.607.08(B) of the Lyon County

Code. The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.

17. The applicant shall comply with County requirements, in accordance with Chapter 15.234 of the Lyon County Code, mandating that a site improvement permit(s) be obtained for any disturbance occurring on the subject site. The site improvement permit applications shall also include documentation of approval of a Stormwater Pollution Prevention Plan (“SWPPP”) permit and a Surface Area Disturbance (“SAD”) permit with the Nevada Department of Environmental Protection (NDEP).
18. The site improvements required by the terms of Title 15 of the Lyon County Code shall be inspected by the County as the work progresses. Such improvements shall not be started until the inspection fee, required as a prerequisite to the filing of the final map, has been paid.
19. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.
20. The applicant shall comply with Lyon County requirements as set forth in the adoption of Title 15 and as set forth in Title 15 of the Lyon County Code including, but not limited to:
 - a. The developer shall obtain all necessary encroachment permits and approvals as well as coordinate and comply with the requirements of the Roads Department;
 - b. The developer shall design the street alignments in compliance with AASHTO standards to the approval of the Road Superintendent;
 - c. The developer shall install all required signage, striping and traffic control improvements in compliance with Nevada Department of Transportation and Lyon County requirements;
 - d. The developer shall attain a Floodplain Development Permit from the County before construction or development begins within any area of special flood hazard established in subsection 15.800.07A of Lyon County Code. The permit shall be for all structures, including manufactured homes and accessory structures whether a building permit is required or not required as defined herein or in chapter 1200 of Lyon County Code, appendix A, and for all development, including fill and other activities, including river bank and stream bank erosion repair activities, as defined in chapter 1200 of Lyon County Code, appendix A.
 - e. The developer shall install street lighting in compliance with the requirements of the Roads Department;
 - f. The developer shall submit a detailed geotechnical report with the final map(s) for the project that includes roadway structural sections and the structural section calculations demonstrating that the proposed structural section is adequate to support the weight of the anticipated traffic;
 - g. The developer shall provide a slurry seal onto the streets and roadways in compliance with the current County standards every five (5) years from the date of installation of asphalt concrete paving of the subdivision’s streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the rights-of-way for all streets and roadways within the subdivision; and
 - h. The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County rejects the offer of dedication at this time and will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.
21. Unless a traffic signal is already installed by NDOT, prior to recordation of the Final Map, the applicant shall demonstrate to the County documentation of agreed pro-rata contribution to the US Highway 50 and Fort Churchill Road traffic signal improvement project. If a traffic signal is not installed prior to recording a Final Map, an updated traffic study will be required to determine if a traffic signal is warranted.
22. The applicant shall comply with Lyon County’s Dayton Valley Drainage Master Plan. The applicant shall demonstrate that the proposed drainage facilities will comply with the Lyon County Drainage Guidelines to the satisfaction of the County Engineer and Utilities Department Director prior to recordation of the final subdivision map. Major drainage facilities shall be constructed in the first phase of development and each phase of building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases of development.
 - a. The developer shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.

- b. The applicant shall provide documentation that easements have been recorded to permit discharge of project-generated stormwater to all off-site properties receiving stormwater discharges prior to recordation of a final subdivision map or first in a series of final maps for this project.
 - c. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the County Utilities Department Director, and the Community Development Director that facilities necessary to protect source water from potential stormwater contamination have been designed and will be installed prior to approval of a final subdivision map or first in a series of final maps for this project.
 - d. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the County Utilities Department Director, and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge have been designed and installed prior to approval of a final subdivision map or the first in a series of final maps for this project.
 - e. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.
 - f. Debris grates are required at the pipe inlets of the retention/detention basins.
23. The applicant shall complete any and all required development improvements and facilities to the satisfaction of the Community Development Director, County Engineer, the County Road Superintendent, Utilities Director, Building Official, Central Lyon County Fire Protection District or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to recordation of a final subdivision map or first in a series of final maps for this project. There may be temporary restrictions to obtaining building permits even with an acceptable security instrument depending on the County’s approval of the various systems. All facility construction shall be completed/installed to satisfaction of the Community Development Director, the Building Official, the County Engineer, the County Road Superintendent, the Utilities Department Director, the Facilities Department Director, Central Lyon County Fire Protection District, their respective designees or other authorized County personnel, as applicable prior to the issuance of a Certificate of Occupancy will be allowed in a single family residence for this project or if done in phases, that portion of the project.
24. The applicant shall comply with all applicable building and fire code requirements.
25. The water system must meet the requirements of the Lyon County Utilities Department and Central Lyon County Fire Protection District and be constructed in accordance with the following:
- a. The location of fire hydrants shall be determined by the Central Lyon County Fire Protection District.
 - b. A minimum required fire flow is required for each fire hydrant as directed by the Central Lyon County Fire Protection District.
 - c. Prior to any combustible materials being brought on site, all required fire hydrants are to be installed and fully operating.
26. Distinct and legible “temporary” addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
27. The applicant will maintain the property until the development is complete. This maintenance will include the semi-annual mowing of all weeds within the development boundaries and the removal of noxious weeds when they are identified.
28. The applicant shall post and maintain a rules and regulations sign at the entryways to the property until it is fully developed. The signs shall be intended for the subcontractors performing work and shall include:
- a. No loud music;
 - b. No alcohol or drugs;
 - c. Dispose of personal trash and site debris;
 - d. Clean up any mud and or dirt that is deposited from the construction parcels onto the streets; and
 - e. No burning of construction or other debris on the property.
29. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Community Development Department.

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

****END OF PLANNING APPLICATIONS****
REGULAR AGENDA

14. Advisory Board

14.a. For Possible Action: Appoint a member to the Planning Commission with a term expiring December 31, 2024.

- Betty Retzer, Application
- Wendy Loomis, Application
- Jimmie Alan Richards, Application
- Kathryn Baker, Application
- Shannon Lee Cresola, Application

Comm. Hockaday gave a review of the application and appointment process. Each applicant has three minutes to speak. Andrew Haskin had the applicants in chambers to draw numbers for the speaking order. Betty Ritzer was on Zoom and he drew #2 for her.

Jimmie Alan Richards, Betty Retzer, Kathryn Baker and Shannon Lee Cresola gave their comments on their experience.

The Commissioners thanked the applicants for applying and their willingness to serve the community.

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

Comm. Hockaday motioned to appoint Shannon Lee Cresola to the Planning Commission with a term expiring December 31, 2024. Comm. Henderson seconded, and the motion passed 3-2, Comm. Keller and Comm. Hendrix opposed.

14.b. For Possible Action: Appoint up to two members to the Smith Valley Park and Recreation Board with one term expiring December 31, 2023, and the other term expiring December 31, 2024.

- M. Kameron Hawkins, Application
- Celeste A. Thornhill, Application

Comm. Keller questioned if Kameron Hawkins is running for public office, if that is the case to give him the term ending in 2023. He cannot hold an elected position and serve on an advisory board at the same time. Kameron Hawkins was not in attendance to answer.

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

Comm. Henderson motioned to appoint M. Kameron Hawkins to the Smith Valley Park and Recreation Board with a term expiring December 31, 2023, and Celeste A. Thornhill with a term expiring December 31, 2024, Comm. Hendrix seconded, and the motion passed 5-0.

14.c. For Possible Action: Acknowledge the resignation of Charlotte F. Guthrie from the Lyon County Fair Board.

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

Comm. Henderson motioned to acknowledge the resignation of Charlotte F. Guthrie from the Lyon County Fair Board, Comm. Jacobson seconded, and the motion passed 5-0.

15. Utilities

15.a. For Possible Action: Approve a payment of \$30,950.00 for a storm drain easement across APNs 016-341-08, 016-341-34 and 016-341-35.

Utilities Director David Bruketta gave a report that this easement will allow the County to design storm drain improvements to convey storm water from the Traditions Subdivision area in Dayton across the Cardelli Ditch to the Carson River. This site along the Cardelli Ditch was identified for improvement in the Dayton Valley Area Drainage Master Plan. The

compensation cost was determined by an appraisal from Johnson, Perkins and Griffin completed on June 21, 2023. This will be paid from the Dayton Water Fund from the source water protection fee.

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

Comm. Keller motioned to approve a payment of \$30,950.00 for a storm drain easement across APNs 016-341-08, 016-341-34 and 016-341-35, Comm. Henderson seconded, and the motion passed 5-0.

16. Clerk/Treasurer

16.a. For Possible Action: Approve purchase of Central Ballot Scanning System with shipping in the amount not to exceed \$28,859.00 to be funded from a budget transfer from General Fund contingency.

This item was removed from the agenda.

17. Comptroller

**17.a. For Possible Action: Approve a five-year masterplan for the telephone surcharge.
- 911 Surcharge Masterplan 2023-24**

Comptroller Josh Foli gave a report of the requirement for a five-year masterplan to be developed and adopted. The telephone surcharge advisory committee met and approved a five-year masterplan to be recommended to the Board of Commissioners. The masterplan identifies and prioritizes recommended expenditures to spend the telephone surcharge.

The priorities for this funding are:

- Hosted 911 phone system and phone lines
- Mobile computers and communication devices
- Aircard fees for the mobile computers
- Recording system equipment to record telephone calls
- Radios for emergency responder communication with dispatch
- eDispatch paging service for dispatch to communicate with emergency responders
- Annual maintenance and support on the dispatch radio consoles used to communicate with emergency responders
- Pagers

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

Comm. Jacobson motioned to approve a five-year masterplan for the telephone surcharge, Comm. Hendrix seconded, and the motion passed 5-0.

18. Road

18.a. For Possible Action: Approve Improvement Agreement between Lyon County and Copper Canyon 2016, LLC, for Copper Canyon 2016, LLC to make certain improvements in the NDOT right of way and to authorize the county to make application, with the landowner responsible for all the costs and construction and maintenance until the improvements are accepted by Lyon County or NDOT for maintenance, and to authorize the County Manager to sign.

Road Department Director Dustin Homan gave a report that Nevada Department of Transportation requires Lyon County to submit the application for certain improvements. This agreement clarifies that the landowner is responsible for the improvements and maintenance until the improvements are accepted for maintenance by Lyon County or Nevada Department of Transportation.

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

Comm. Henderson motioned to approve Improvement Agreement between Lyon County and Copper Canyon 2016, LLC, for Copper Canyon 2016, LLC to make certain improvements in the Nevada Department of Transportation right of way and to authorize the county to make application, with the landowner responsible for all the costs and construction and

maintenance until the improvements are accepted by Lyon County or Nevada Department of Transportation for maintenance, and to authorize the County Manager to sign.

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

19. County Manager

19.a. For Possible Action: Approve notice of award to the lowest responsive bidder, American Road Maintenance, in the amount of \$302,525.50 for the Silver Springs Airport to rehabilitate Runway 06/24 and Taxiway A.

County Manager Andrew Haskin gave a report that the grant agreement was approved with the Federal Aviation Administration (FAA) in the amount of \$353,911 for the Silver Springs Airport to rehabilitate Runway 06/24 and Taxiway A at the August 17th Board Meeting.

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

Comm. Jacobson motioned to approve notice of award to the lowest responsive bidder, American Road Maintenance, in the amount of \$302,525.50 for the Silver Springs Airport to rehabilitate Runway 06/24 and Taxiway A.

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

RECESS TO CONVENE AS WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

20. Public Participation

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

21. Other

21.a. For Possible Action: Approve a Resolution authorizing the sale of real property described as Lyon County APN 003-082-04, an approximate 2,500 square foot landlocked parcel, owned by the Willowcreek General Improvement District for THREE HUNDRED AND FIFTY DOLLARS (\$350.00) to the adjoining property owners because the property is not needed by the District.

Comptroller Josh Foli gave a report that The Willowcreek General Improvement District owns a 2,500 square foot parcel which is landlocked by the adjoining parcel. The parcel is too small for any viable use by the District and it is also inaccessible and not served by utilities. The adjoining property owner has requested to acquire the property.

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

Comm. Henderson motioned to approve a Resolution authorizing the sale of real property described as Lyon County APN 003-082-04, an approximate 2,500 square foot landlocked parcel, owned by the Willowcreek General Improvement District for THREE HUNDRED AND FIFTY DOLLARS (\$350.00) to the adjoining property owners because the property is not needed by the District.

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

22. Public Participation

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

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

24. Agenda Requests

Comm. Jacobson asked to invite Bureau of Reclamation to speak on the Truckee Canal.

25. Commissioner Comments

Comm. Jacobson stated there is a 9/11 ceremony on September 11th, 2023 at 9am at 195 East Main Street in Fernley.

Comm. Keller commented his grandson graduated from boot camp.

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

There was a closed session.

27. Public Participation

Russ Wright gave his comments to the 9/11 events and asked the Commissioners to reach out to first responders.

34. Adjourn

Meeting was adjourned at 2:20 p.m.

LYON COUNTY BOARD OF COMMISSIONERS

DAVE HOCKADAY, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.c

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 8-16-23 to 8-31-23](#)

LYON COUNTY TRAVEL REPORT

August 16-31, 2023

Department / Name	Description	Amount
Sheriff		
Shaun Lee	Advanced Leadership Sacramento, CA 09/06-09/08/2023 - Per Diem	113.00
Nathan Cooper	Advanced Leadership Sacramento, CA 09/06-09/08/2023 - Per Diem, Registration	392.00
Brad Pope	Sheriffs and Chiefs Conference Las Vegas, NV 10/22-10/26/2023 - Registration, Lodging	801.40
Abel Ortiz	Sheriffs and Chiefs Conference Las Vegas, NV 10/22-10/26/2023 - Registration, Lodging	801.40
Mitch Brantingham	Sheriffs and Chiefs Conference Las Vegas, NV 10/22-10/26/2023 - Registration, Lodging	801.40
Edward Conley	Ballistic Shield Instructor Reno, NV 07/17-07/19/2023 - Registration	675.00
Shane Joyner	Ballistic Shield Instructor Reno, NV 07/17-07/19/2023 - Registration	675.00
Michael McCullough	Advanced Peer Support Las Vegas, NV 07/16-07/19/2023 - Lodging	537.88
Tyrell Joyner	22LY01068 Investigations Elko, NV 8/25-8/26/2023 - Per Diem	67.00
Tiffany Lange	Staff Meeting Yerington, NV 08/22/2023 - Mileage	61.57
Tiffany Lange	Staff Meeting Silver Springs, NV 08/30/2023 - Mileage	20.30
Peter Whitten	School Safety Las Vegas, NV 09/13-09/15/2023 - Per Diem	145.00
Jennifer Moore	Staff Meeting Silver Springs, NV 08/30/2023 - Mileage	41.92
Savannah Sousa	Staff Meeting Yerington, NV 08/22/2023 - Mileage	41.92
Haley Loving	Staa Meeting Silver Springs, NV 08/30/2023 - Mileage	24.89
Commissioners		
Wes Henderson	NACO Annual Conference Austin, TX 07/20-07/25/2023 - Lodging, Mileage, Per Diem, Taxi	1,355.94
J Scott Keller	NACO Annual Conference Austin, TX 07/20-07/25/2023 - Lodging, Per Diem, Taxi, Luggage Fee	1,976.23
Tammy Hendrix	NACO Annual Conference Austin, TX 07/20-07/25/2023 - Lodging, Per Diem, Airport Parking, Luggage fee	1,961.14
Walker Rive Justice Court		
Michelle Castillo	NACCA Conference Reno, NV 09/21-09/22/2023 - Registration	75.00
Rebecca Otto	NACCA Conference Reno, NV 09/22/2023 - Registration	75.00
Leslie Dew-Hedrick	NACCA Conference Reno, NV 09/21-09/22/2023 - Registration	75.00
District Court		
Sara Glover	Dayton Juvenile Court 07/06 & 07/20/2023 - Mileage	136.24
Sara Glover	Dayton Juvenile Court 08/03 & 08/17/2023 - Mileage	136.24
Sara Glover	Fernley Juvenile Court 07/13 & 07/27/2023 -Mileage	123.14
Sara Glover	Fernley Juvenile Court 08/10 & 08/24/2023 -Mileage	123.14
Bayley Baptist	Fernley Juvenile Court 07/13/2023 -Mileage	61.57
Bayley Baptist	Dayton Juvenile Court 08/03/2023 - Mileage	73.36
Bayley Baptist	Fernley Juvenile Court 08/24/2023 -Mileage	61.57
Andrea Andersen	NACCA Training Reno, NV 09/21-09/22/2023 - Registration	75.00
Victoria Tovar	NACCA Training Reno, NV 09/21-09/22/2023 - Registration	75.00
Utilities		
Stephanie Kapfenstein	WEF Conference Kansas City, MO 06/26-06/30/2023 - Lodging	850.76
Ben Donnels	Tri-State Seminar Las Vegas, NV 08/06-08/10/2023 - Lodging	344.15
Kishora Panda	WEF Conference Chicago, IL 09/30-10/4/2023 - Registration	815.00
Assessor		
Troy Villines	Nevada Assessors Association Tonopah, NV 09/12-09/15/2023 - Registration, Per diem	282.00
Human Services		
Todd Cospewicz	CIT Conference Detroit, MI 08/13-08/16/2023 - Per Diem	261.00
Carly Thom	Kidz in Motion Oklahoma City, OK 08/25/2023 - Lyft	14.84
Gladys Cortez	Child Welfare Academy Reno, NV 08/02/2023 - Mileage	54.10
Library		
Alexandra Johnson	Strategic Planning Meeting Silver Springs, NV 08/26/2023 - Mileage	34.06
Alexandra Johnson	Fair Booth Yerington, NV 08/19/2023 - Mileage	70.74
Jennifer Stockwell	Cover Branch in Silver Springs, NV 08/19 & 08/26/2023 - Mileage	69.70
Charles Love	Cover Branch in Fernley, NV 08/18/2023 - Mileage	61.58
Charles Love	Meeting Silver Springs Senior Center 08/26/2023 - Mileage	47.16
Charles Love	Cover Branch in Silver Springs, NV 08/29/2023 - Mileage	41.92
Jake Frye	Fair Booth Yerington, NV 08/18/2023 - Mileage	70.74
Jake Frye	Strategic Planning Meeting Silver Springs, NV 08/26/2023 - Mileage	34.06
Juvenile Probation		
Victoria Kubis	Office Support/Court Coverage Fernley, NV 08/22/2023 & 08/24/2023 - Mileage	30.46
Animal Services		
Megan Williams	Essential Animal Services Training 09/11-09/16/2023 - Per Diem, Registration	903.00
		<u>15,568.52</u>

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.d

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

- - [Cash Report 8-31-23](#)
- - [Claims Report 8-16-23 to 8-31-23](#)

CASH REPORT

August 31, 2023

<u>LYON COUNTY</u>	<u>BALANCE</u>	<u>CUSTODIAL FUNDS</u>	<u>BALANCE</u>
Governmental Funds			
General	22,702,859.56	DNA Testing	1,329.00
Park Construction Tax	1,051,939.80	Western Nevada Regional Youth Center	1,406,925.74
Cooperative Extension	489,720.06	Mason Valley Swimming Pool District	2,926,790.50
Unemployment	425,107.17	Silver Springs/Stagecoach Hospital	1,922,572.06
Room Tax	74,397.90	Fernley Swimming Pool District	3,092,661.27
County Stabilization	3,450,000.00	City of Fernley	2,318,418.99
Aid to Domestic Violence	455.00	<u>Mason Valley Fire Protection District</u>	.
Vehicle Acquisition	587,496.95	General Fund	303,269.44
Fair and Rodeo	250,488.63	Ambulance Fund	1,218,803.28
Justice Court Special Assessment	1,025,780.37	Acquisition Fund	303,493.32
District Court Restricted Fees	726,870.05	Emergency Fund	16,117.05
Juvenile Probation Special Assessment	33,920.20	North Lyon County Fire Protection District	696,025.87
Library Gift	13,347.06	<u>Smith Valley Fire Protection District</u>	.
Mining Claim Map	19,854.07	General Fund	712,781.88
911 Surcharge	636,208.39	Emergency Fund	377,833.79
Animal Control Donations	115,255.93	Acquisition Fund	670,879.77
Road	307,660.78	Stagecoach General Improvement District	30,061.88
R T C	15,497,188.63	South Lyon Hospital District	1,630,476.15
Road Improvement	1,612,595.53	State of Nevada	1,701,375.19
Opioid Settlement	332,558.83	City of Yerington	94,060.07
General Indigent	632,442.44	Fish and Game	5,494.09
Medical Indigent	4,894,231.43	Walker River Irrigation District	519,529.19
Senior Services	707,950.50	Range Improvement	2,269.68
Senior Services Donations	170,244.98	Lyon County Bond	677,325.96
Capital Improvements	25,130,492.02	Coroner Estate Proceeds	3,886.96
Subtotal Governmental Funds	80,889,066.28	County Trust Property & Inmate Trust	536,917.17
Enterprise Funds			
Dayton Water Utility	13,290,150.78	Social Security Payees/Public Guardianships	274,651.15
Dayton Sewer Utility	19,625,568.45	<u>Central Lyon County Fire Protection District</u>	.
Subtotal Enterprise Funds	32,915,719.23	General Fund	2,116,978.72
Component Unit Funds			
Mason Valley Mosquito Control District	742,721.58	Ambulance Fund	155,083.02
Central Lyon County Vector Control District	380,958.03	Carson Water Sub-Conservancy District	73,502.49
Walker River Weed Control District	233,950.61	Dayton Valley Ground Water	8,042.62
Silver Springs General Improvement District	4,177,334.79	Smith Valley Artesia	25,018.05
Willowcreek General Improvement District	769,600.84	Mason Valley Artesia	59,124.46
Subtotal Component Unit Funds	6,304,565.85	Churchill Valley Ground Water	6,017.21
		Truckee Carson Irrigation District	154,057.28
		Brady Hot Springs Ground Water	-
		Fernley Ground Water	6,864.25
		<u>Lyon County School District</u>	.
		General Fund	3,742,108.59
		Debt Service Fund	2,921,799.88
Total Lyon County	120,109,351.36	Total Custodial Funds	30,712,546.02

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

<u>SUMMARY</u>		<u>BANK ACCOUNTS AND PETTY CASH</u>	
Lyon County	120,109,351.36	Wells Fargo Bank Checking	48,295,947.08
Custodial Funds	30,712,546.02	US Bank Investment	85,670,247.34
Unallocated Cash		Local Government Investment Pool	17,423,296.61
Unapportioned Secured Taxes	-	Inmate Trust	24,300.08
Unapportioned Unsecured Taxes	-	Fernley Swimming Pool Imprest	300.00
Unapportioned Purchase Cards	-	Dayton Utilities Imprest	500.00
Unapportioned Interest	599,731.73	Silver Springs GID Imprest	500.00
		Petty Cash	6,538.00
TOTAL	151,421,629.11	TOTAL	151,421,629.11

**CLAIMS REPORT
AUGUST 16 THROUGH AUGUST 31, 2023**

<u>LYON COUNTY</u>	<u>BILLS</u>	<u>PAYROLL</u>	<u>TRUST AND AGENCY</u>	<u>BILLS</u>	<u>PAYROLL</u>
Governmental Funds					
General	681,086.60	944,137.03	DNA Testing		
Employee Benefits			Western Regional Youth Facility	3,758.41	51,565.13
Park Construction Tax			Mason Valley Swimming Pool District	8,920.62	12,901.89
Co-Op Extension	465.79		Silver Springs/Stagecoach Hospital	54,146.23	2,660.08
Unemployment			Fernley Swimming Pool	8,516.98	25,814.71
Room Tax	3,471.33		City of Fernley	307,482.96	
Aid to Domestic Violence	630.00		Mason Valley Fire Protection District	13,469.72	32,462.26
Vehicle Acquisition			North Lyon County Fire Protection District		
Fair and Rodeo	125,219.51		Smith Valley Fire Protection District	58,880.96	6,621.31
Capital Improvements	38,865.00		Stagecoach General Improvement District		
Justice Court Special Assessment			South Lyon Hospital District	16,259.76	
District Court Restricted Fees	820.80		State of Nevada	285,386.46	
Juvenile Probation Special Assessment		1,179.05	City of Yerington		
County Library Gift			Fish and Game		
911 Surcharge	15,218.20		Walker River Irrigation District		
Mining Claim Map			Range Improvement		
Road	28,981.43	48,167.35	Lyon County Bond		
R T C	681,071.01		Coroner Estate Proceeds		
Road Improvement	25,115.73		County Trust Property		
Opioid Settlement	261.00	8,447.30	Social Security Payee Program	5,885.87	
General Indigent	9,449.17	57,894.73	Central Lyon County Fire Protection District		
Medical Indigent	27,950.00	6,671.04	Carson Water Sub-Conservancy District		
Senior Services	23,681.78	44,717.90	Dayton Valley Ground Water		
Senior Services Donations	450.03		Smith Valley Artesia		
Animal Control Donations			Mason Valley Artesia		
Enterprise Funds			Churchill Valley Ground Water		
Dayton Water Utility	356,004.40	51,836.21	Truckee Carson Irrigation District		
Dayton Sewer Utility	321,994.24	43,091.34	Fernley Ground Water		
Component Unit Funds			Brady Hot Springs Ground Water		
Mason Valley Mosquito Control District	290.18	4,978.94	Lyon County School District	386,162.45	
Central Lyon Vector Control District	46,695.00		Subtotal	1,148,870.42	132,025.38
Walker River Weed Control District	250.49	1,183.67	SUMMARY		
Silver Springs General Improvement District	19,076.77		Lyon County	2,409,312.22	1,212,304.56
Willowcreek General Improvement District	2,263.76		Trust & Agency	1,148,870.42	132,025.38
Subtotal	2,409,312.22	1,212,304.56	TOTAL	3,558,182.64	1,344,329.94

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.e

Subject:

For Possible Action: Approve to release the Improvement Bond, accept the Certificates of Completion, and accept the Maintenance Bond, for the improvements associated with the POINT LEGADO subdivision, Phase 2, located in Dayton, NV.

Summary:

The applicant is requesting the release of the Improvement Bond for the improvements associated with the POINT LEGADO subdivision, Phase 2.

A Performance Improvement Bond was provided at the time of recording the subdivision map to ensure that the improvements were constructed and completed in a timely manner.

The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director.

A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the improvements associated with the POINT LEGADO subdivision, Phase 2:

- A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. Will not be detrimental to the public health, safety, convenience and welfare; and
- C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for the improvements associated with the POINT LEGADO subdivision, Phase 2.

ATTACHMENTS

- - Staff Report



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING * DEVELOPMENT ENGINEERING * PLANNING
 CODE ENFORCEMENT * ECONOMIC DEVELOPMENT

27 SOUTH MAIN STREET, YERINGTON, NV 89447

PHONE: 775-463-6592 FAX: 775-463-5305

MEETING DATE: **SEPTEMBER 17, 2023** **ITEM #** _____

TITLE:

Approval to release the Improvement Bond, accept the Certificates of Completion, and accept the Maintenance Bond for the improvements associated with the POINT LEGADO subdivision, Phase 2, located in Dayton, NV

SUMMARY:

The applicant is requesting the release of the Improvement Bond for the improvements associated with the POINT LEGADO subdivision, Phase 2.

A Performance Improvement Bond was provided at the time of recording the subdivision map to ensure that the improvements were constructed and completed in a timely manner.

The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director.

A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year.

RECOMMENDED ACTION:

The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the improvements associated with the POINT LEGADO subdivision, Phase 2:

- A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. Will not be detrimental to the public health, safety, convenience and welfare; and
- C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for the improvements associated with the POINT LEGADO subdivision, Phase 2.

For Information:

Louis Cariola, Community Development Director
 Kerry Page, Planning Technician

List of Attachments:

Certificates of Completion
 Copy of Maintenance Bond
 Copy of Engineer's Cost Estimate



Lyon County Utilities Department

34 Lakes Blvd. Suite 103

P.O. Box 1699

Dayton, Nevada 89403

Phone: (775) 246-6220 Fax: (775) 246-6223

www.lyon-county.org

December 28, 2020

Manhard Consulting
241 Ridge Street, Suite 400
Reno, NV 89501

Re: Completion of the Water and Sewer for Point Legado Phase 2-B
Permit UTL-18-0014

Dear Mr. Birchfield:

This letter is to confirm that all phases of water and sewer line construction for Point Legado Phase 2-B, Permit UTL-18-0014 have been constructed as per engineering plans, and having passed all the necessary tests, is hereby considered completed by Lyon County Utilities Department.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sean Sinclair', is written over a light blue horizontal line.

Sean Sinclair
Lyon County Utilities Field Services Superintendent



Lyon County Utilities Department

34 Lakes Blvd. Suite 103

P.O. Box 1699

Dayton, Nevada 89403

Phone: (775) 246-6220 Fax: (775) 246-6223

www.lyon-county.org

June 16, 2020

Manhard Consulting
241 Ridge Street, Suite 400
Reno, NV 89501

Re: Completion of the Water and Sewer for Point Legado Phase 2-A
Permit UTL-18-0014

Dear Mr. Birchfield:

This letter is to confirm that all phases of water and sewer line construction for Point Legado Phase 2-A, Permit UTL-18-0014 have been constructed as per engineering plans, and having passed all the necessary tests, is hereby considered completed by Lyon County Utilities Department.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean Sinclair', is written over a white background.

Sean Sinclair
Lyon County Utilities Field Services Superintendent



**LYON COUNTY COMMUNITY DEVELOPMENT
PLANNING DIVISION**

**27 South Main Street
Yerington, NV 89447
Phone: (775) 463-6592 Fax: (775) 463-5305**

CERTIFICATE OF COMPLETION

I, Charles Reno, Lyon County Engineer, do hereby certify that the construction of the improvements within the Point Legado Phase 2 subdivision located in Dayton, Nevada, which are further identified as curb, gutter, sidewalk, asphalt paving, underground utilities, drainage facilities, and related appurtenances, have been completed in accordance with the standards of Lyon County and do hereby recommend acceptance of the improvements by the Lyon County Board of Commissioners.

Dated this 28th day of December, 2020.

A handwritten signature in blue ink, appearing to read "Charles Reno", written over a horizontal line.

Charles Reno,
Lyon County Engineer

Recording requested by:

**Lyon County Comm. Development
Planning Division
27 South Main Street
Yerington, NV 89447**



MAINTENANCE BOND

BOND NO. 070209801

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Silverado Dayton Valley, Inc.
_____ and The Ohio Casualty Insurance Company
_____, a corporation organized and doing business and under and by virtue of the laws of the State of
New Hampshire and duly licensed to conduct surety business in the State of
_____, as Surety, are held and firmly bound unto Lyon County

as Oblige, in the sum of One Hundred Thirty-nine Thousand Four Hundred Thirty Dollars And Zero
Cents (\$139,430.00),
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:
Install Public Improvements - Point Legado Phase 2

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements
as described therein for a period of Twelve (12) months following final acceptance of said
improvements.

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may
sustain by reason of any defective materials or workmanship which become apparent during the period
of Twelve (12) months from and after acceptance of the said improvements by Oblige,
then this obligation shall be void, otherwise to remain in full force and effect. Any proceeding, legal, or
equitable, under this bond may be instituted in any court of competent jurisdiction in the location in
which the work, or part of the work, is located and shall be instituted within one year from the expiration
of this maintenance obligation.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact,
this 20 day of July, 2023.
Year

Silverado Dayton Valley, Inc.

Principal
BY: [Signature]



The Ohio Casualty Insurance Company

BY: [Signature]
Sandra R. Black Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 7/20/2023 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
Liberty Mutual Insurance Company/The Ohio Casualty Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202539-395006

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra R. Black, Sokha K. Evans

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of July, 2023



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

Bond No. 070209801
\$11,154.00 premium is for
a term of One (1) year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Silverado Dayton Valley, Inc., as Principal, and
The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws
of the State of New Hampshire and duly licensed to conduct a general surety business and in the state of
California as Surety, are held and firmly bound unto Lyon County
as Obligee, in the sum of
One Million Three Hundred Ninety-four Thousand Three Hundred Dollars And Zero Cents
(\$1,394,300.00) Dollars for which payment, well and truly to be made, we bind
ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of the filing of the final subdivision map of
Point Legado Phase 2, entered into as agreement or agreements with said Obligee to complete
the improvements specified in said agreement or agreements.

NOW THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said
agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee
with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of
the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Sacramento,
California, this 3rd day of December, 2019.
Year

"PRINCIPAL"

"SURETY"

Silverado Dayton Valley, Inc.

Corey Ritzmaier *MANAGER*

The Ohio Casualty Insurance Company
BY:
Sandra R. Black Attorney-in-Fact



Project: Point Legado Phase 2 Subdivision
Developer: Silverado Homes NV, Inc
Engineer: Manhard Consulting Ltd
Prepared By: HED
Date: 10/4/2019
Number of Lots or Units: 43 **Area (Acres):** 15.34

STREETS

Description	Quantity	Unit	Unit Price	Total
3" Asphalt Concrete Pavement	38363		\$2.55	\$97,825.65
4" Asphalt Concrete Pavement		SF	\$3.05	\$0.00
5" Asphalt Concrete Pavement		SF	\$3.55	\$0.00
7" Asphalt Concrete Pavement		SF	\$4.55	\$0.00
8.5" Asphalt Concrete Pavement		SF	\$5.30	\$0.00
6" Aggregate Base Material	38363	SF	\$1.00	\$38,363.00
7" Aggregate Base Material		SF	\$1.08	\$0.00
10" Aggregate Base Material		SF	\$1.30	\$0.00
10.5" Aggregate Base Material		SF	\$1.35	\$0.00
14" Aggregate Base Material		SF	\$1.60	\$0.00
Fog Seal		SF	\$0.05	\$0.00

Subtotal: \$136,188.65

GRADING

Description	Quantity	Unit	Unit Price	Total
On-Site (Mass Grading)	4400.00	CY	\$3.10	\$13,640.00
On-Site (Retention Pond)	10000.00	CY	\$3.10	\$31,000.00

Subtotal: \$44,640.00

CONCRETE

Description	Quantity	Unit	Unit Price	Total
Curb & Gutter with Base (Type I)		LF	\$20.00	\$0.00
Curb & Gutter with Base (Type II)	3275	LF	\$20.00	\$65,500.00
Median Curb with Base		LF	\$22.50	\$0.00
Sidewalk 4' with Base	4262	LF	\$16.00	\$68,192.00
Sidewalk 5' with Base		LF	\$20.00	\$0.00
Spandral	616	SF	\$24.00	\$14,784.00
24' Private Access 4" concrete w/ base	1,990	SF	\$20.00	\$39,800.00
Valley Gutter	202	SF	\$18.35	\$3,706.70
Longitudinal Valley Gutter		LF	\$15.00	\$0.00
Drainage Swale		LF	\$10.00	\$0.00

Subtotal: \$191,982.70

Project:

Point Legado Phase 2 Subdivision

Date:

10/04/19

Prepared By:

HED

Subtotal from Page 1:

\$372,811.35

SANITARY SEWER

Description	Quantity	Unit	Unit Price	Total
Manhole 48" Diameter	9	EA	\$5,200.00	\$46,800.00
Manhole Cover/Rim 48" Diameter		EA	\$2,000.00	\$0.00
Manhole 60" Diameter		EA	\$5,500.00	\$0.00
Drop Manhole 48" Diameter		EA	\$2,000.00	\$0.00
Drop Manhole 60" Diameter		EA	\$2,250.00	\$0.00
Service Laterals 4" Diameter	42	EA	\$500.00	\$21,000.00
Manhole Type 5		EA	\$5,000.00	\$0.00
Sewer Main 8" Diameter	800	LF	\$50.00	\$40,000.00
Sewer Main 10" Diameter	636	LF	\$55.00	\$34,980.00
Sewer Main 12" Diameter		LF	\$60.00	\$0.00
Sewer Main 15" Diameter		LF	\$65.00	\$0.00

Subtotal: \$142,780.00

STORM DRAIN

Description	Quantity	Unit	Unit Price	Total
Manhole 48" Diameter	3	EA	\$5,200.00	\$15,600.00
Manhole 60" Diameter	5	EA	\$5,500.00	\$27,500.00
Manhole Cover/Rim 60" Diameter		EA	\$2,000.00	\$0.00
Manhole Type V		EA	\$5,000.00	\$0.00
Catch Basin Type IV		EA	\$2,500.00	\$0.00
Catch Basin Type IV (Grate Only)		EA	\$900.00	\$0.00
Catch Basin Type IV (Dual)	3	EA	\$3,800.00	\$11,400.00
Catch Basin Type IV High Cap.		EA	\$2,500.00	\$0.00
Sidewalk Drain		EA	\$750.00	\$0.00
Flared End Section 36" CMP	1	EA	\$1,500.00	\$1,500.00
Class 150 Rock Rip Rap	4,080	SF	\$4.50	\$18,360.00
Storm Drain Main 15" Diameter	41	LF	\$75.00	\$3,075.00
Storm Drain Main 18" Diameter	31	LF	\$90.00	\$2,790.00
Storm Drain Main 30" Diameter	98	LF	\$120.00	\$11,760.00
Storm Drain Main 36" Diameter	340	LF	\$140.00	\$47,600.00

Subtotal: \$139,585.00

Project:

Point Legado Phase 2 Subdivision

Date:

10/04/19

Prepared By:

HED

Subtotal from Page 1: \$372,811.35

Subtotal from Page 2: \$282,365.00

WATER

Description	Quantity	Unit	Unit Price	Total
Air Release Valve	2	EA	\$500.00	\$1,000.00
6" Water		LF	\$45.00	\$0.00
8" Water	1,971	LF	\$52.00	\$102,492.00
12" Water		LF	\$67.00	\$0.00
Gate Valve	3	EA	\$1,800.00	\$5,400.00
Single Water Meter	17	EA	\$1,050.00	\$17,850.00
Double Water Meter	13	EA	\$1,550.00	\$20,150.00
Flush Valve	3	EA	\$4,200.00	\$12,600.00
Fire Hydrants & Markers	3	EA	\$1,500.00	\$4,500.00

Subtotal: \$163,992.00

MISCELLANEOUS

Description	Quantity	Unit	Unit Price	Total
Landscaping		LS	\$0.00	\$0.00
Erosion Control		LS	\$10,000.00	\$0.00
Street Lights	3	EA	\$1,200.00	\$3,600.00
Street Signs	3	EA	\$800.00	\$2,400.00
Traffic Control Signs	5	EA	\$400.00	\$2,000.00
Survey Monuments	6	EA	\$500.00	\$3,000.00
Dry Utility Trench	2,568	EA	\$10.00	\$25,680.00
Electrical	2,568	LF	\$9.00	\$23,112.00
CATV	2,568	LF	\$6.00	\$15,408.00
Telephone	2,568	EA	\$7.00	\$17,976.00
Lot Monuments	95	EA	\$75.00	\$7,125.00
Pavement Markings	1	LS	\$10,000.00	\$10,000.00

Subtotal: \$110,301.00

Subtotal of Page 3: \$274,293.00

Total of Pages 1, 2 & 3: \$929,469.35

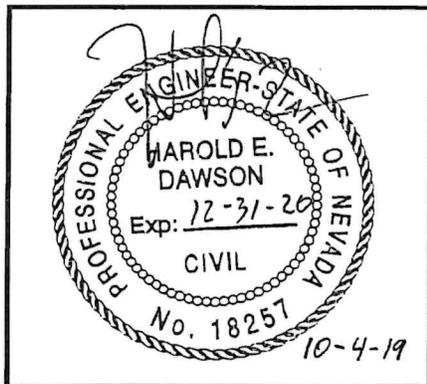
50% Contingencies: \$464,734.68

Total: \$1,394,204.03

Amount of Security: \$1,394,300.00

Street/Concrete/Storm Drain Subtotal: \$467,756.35

Water/Sewer Subtotal: \$306,772.00



Engineer's Seal & Signature

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SERRANO DAYTON VALLEY, INC., A NEVADA CORPORATION IS THE OWNER OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND THAT THE SAME IS BEING SUBMITTED TO THE PUBLIC FOR RECORDATION IN THE PUBLIC RECORDS OF THE STATE OF NEVADA IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 278 AND LYON COUNTY CODE, TITLE 11.

1. THE UNDERSIGNED HEREBY GRANTS AS FURNISHMENT TO THE STATE OF NEVADA THE RIGHTS AND INTERESTS IN THE LANDS SHOWN ON THIS PLAT AND IN THE PUBLIC RECORDS OF THE STATE OF NEVADA FOR THE PURPOSES OF THE PROVISIONS OF CHAPTER 278 AND LYON COUNTY CODE, TITLE 11.

2. THE UNDERSIGNED HEREBY GRANTS AS FURNISHMENT TO THE STATE OF NEVADA THE RIGHTS AND INTERESTS IN THE LANDS SHOWN ON THIS PLAT AND IN THE PUBLIC RECORDS OF THE STATE OF NEVADA FOR THE PURPOSES OF THE PROVISIONS OF CHAPTER 278 AND LYON COUNTY CODE, TITLE 11.

THE OWNER OF THIS SUBDIVISION MAP AND THEIR HEIRS ASSIGNS AND SUCCESSORS, AGREE TO FURNISH NOTICE OF THE PROVISIONS OF CHAPTER 401.10 AND CHAPTER 15.20 OF THE LYON COUNTY CODE TO ANY AND ALL SUBSEQUENT PURCHASERS OF THE LANDS SHOWN ON THIS PLAT AND IN THE PUBLIC RECORDS OF THE STATE OF NEVADA FOR THE PURPOSES STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED THEIR NAMES.

SERRANO DAYTON VALLEY, INC., A NEVADA CORPORATION, ITS MANAGER

BY: Greg Pothmeier DATE 12/14/2019
 CHAIRMAN & VICE-PRESIDENT

COUNTY OF Nevada } SS

ON THIS 14th DAY OF December, 2019, PERSONALLY APPEARED BEFORE ME, Greg Pothmeier, MANAGER OF SERRANO DAYTON VALLEY, INC., A NEVADA CORPORATION, ITS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL



NOTARY PUBLIC

*SEE SHEET 2 FOR ADDITIONAL OWNER CERTIFICATE Y

RIGHT TO FARM

THE LANDS SHOWN HEREON ARE SUBJECT TO THE PROVISIONS OF NEVADA REVISED STATUTES CHAPTER 213.010 AND 213.015 AND THE HIGHEST AND BEST USE FOR AGRICULTURAL LAND IS TO DEVELOP OR PRESERVE SAID LANDS FOR THE PURPOSES OF AGRICULTURAL OPERATIONS. THE UNDERSIGNED HEREBY CERTIFIES THAT THE OPERATIONS AND OPERATIONS ARE LEGAL CONSISTENT WITH ACCEPTED CUSTOMS AND STANDARDS AND OPERATED IN A NON-NEGLECT MANNER.

COMMUNITY DEVELOPMENT DEPARTMENT AND PLANNING COMMISSION CERTIFICATE

THIS FINAL MAP WAS REVIEWED BY THE PLANNING DEPARTMENT ON THE 3rd DAY OF DECEMBER 2018. THE PLAT HAS BEEN EXAMINED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON OCTOBER 2008, AND ALL CONDITIONS IMPOSED UPON ITS APPROVAL HAVE BEEN SATISFIED.

IN ADDITION, ALL OFFERS OF DEDICATION FOR ALL PUBLIC ROADWAYS AND OTHER PUBLIC USES WERE RECEIVED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE.

BY: Greg Pothmeier DATE 12-14-19
 COMMUNITY DEVELOPMENT DIRECTOR

LYON COUNTY REVEY

THE UNDERSIGNED LYON COUNTY DEPARTMENT HEADS AND LOCAL FIRE DISTRICT HEREBY CERTIFY THAT THE FINAL SUBDIVISION MAP HAS BEEN REVIEWED BY EACH DEPARTMENT OR LOCAL FIRE DISTRICT FOR ALL IMPROVEMENTS THEREON.

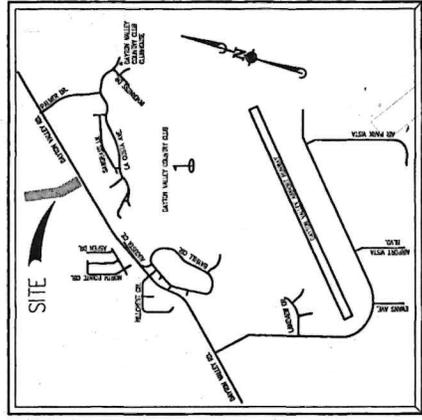
BY: Greg Pothmeier DATE 12/14/2019
 LYON COUNTY DEPARTMENT HEAD

DIVISION OF WATER RESOURCES CERTIFICATE

THIS FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

BY: Greg Pothmeier DATE 12/14/2019
 DIVISION OF WATER RESOURCES

FINAL MAP OF POINT LEGADO PHASE 2



VICINITY MAP

THE FINAL MAP IS APPROVED BY THE NEVADA BUREAU OF SAFE DRINKING WATER. THE NEVADA BUREAU OF SAFE DRINKING WATER HAS REVIEWED THE FINAL MAP FOR THE PURPOSES OF CONSERVATION AND NATURAL RESOURCES CONCERNING DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES IN WATER SUPPLY AND COMMUNITY SEWER DISPOSAL.

BY: Greg Pothmeier DATE 12/14/2019
 BUREAU OF SAFE DRINKING WATER

COUNTY ENGINEER'S CERTIFICATE

I, Greg Pothmeier, COUNTY ENGINEER, HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL MAP OF POINT LEGADO PHASE 2 AND THAT THE SAME IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON OCTOBER 2008, AND ALL CONDITIONS IMPOSED UPON ITS APPROVAL HAVE BEEN SATISFIED.

BY: Greg Pothmeier DATE 12/14/2019
 COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED AND ACCEPTED BY THE LYON COUNTY BOARD OF COMMISSIONERS AT THEIR MEETING HELD ON THE 14th DAY OF DECEMBER, 2019.

BY: Greg Pothmeier DATE 12/14/2019
 BOARD OF COUNTY COMMISSIONERS

COUNTY CLERK/TREASURER CERTIFICATE

I, Greg Pothmeier, COUNTY CLERK/TREASURER HEREBY CERTIFY THAT THERE ARE NO LIENS OR OTHER ENCUMBRANCES ON THE SUBJECT OF THIS MAP.

BY: Greg Pothmeier DATE 12/14/2019
 COUNTY CLERK/TREASURER

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT SERRANO DAYTON VALLEY, INC., A NEVADA CORPORATION OWNS OF RECORD AN INTEREST IN THE LANDS SHOWN ON THIS PLAT AND THAT THE SAME IS SUBJECT TO THE PROVISIONS OF CHAPTER 278 AND LYON COUNTY CODE, TITLE 11.

BY: Greg Pothmeier DATE 12/14/2019
 TITLE COMPANY

SURVEYOR'S CERTIFICATE

1. GERALD D. JUNEZ, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFIES THAT:
 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF SERRANO DAYTON VALLEY, INC., A NEVADA CORPORATION, AND THAT THE SAME IS IN SUBSTANTIAL CONFORMANCE WITH THE PROVISIONS OF CHAPTER 278 AND LYON COUNTY CODE, TITLE 11.
 2) THE LANDS SHOWN WITHIN THE NE 1/4 SECTION 18, T10N, R22E, M.D.B. 8M LYON COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON FEBRUARY 17, 2018.
 3) THIS PLAT COMPLES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES.
 4) THE ADJUSTMENTS SPECIFIED ON THE PLAT WILL BE OF THE CHARACTER SHOWN, AND WILL OCCUPY THE POSITIONS INDICATED.



GERALD D. JUNEZ, P.L.S. NEVADA CERTIFICATE NO. 12140

UTILITY COMPANIES CERTIFICATE

UTILITY COMPANIES SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED. THIS APPROVAL DOES NOT GUARANTEE ACCESSIBILITY FOR SERVICE.

BY: Greg Pothmeier DATE 12/14/2019
 LYON COUNTY UTILITIES

BY: Greg Pothmeier DATE 12-2-19
 NEVADA BELL TELEPHONE COMPANY

BY: Greg Pothmeier DATE 11-5-19
 CHARTER COMMUNICATIONS

ANY ENERGY CERTIFICATE

A PUBLIC UTILITY FACILITY IS HEREBY GRANTED TO ANY ENERGY COMPANY TO INSTALL AND MAINTAIN UTILITY SERVICE FACILITIES TO THAT PARCEL. THE OWNER OF SAID PARCEL SHALL BE RESPONSIBLE FOR THE COST OF INSTALLATION AND THE UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE COST OF MAINTENANCE AND REPAIRS.

BY: Greg Pothmeier DATE 11-11-19
 SERRANO DAYTON VALLEY, INC.

SOUTHWEST GAS CERTIFICATE

SOUTHWEST GAS COMPANY IS HEREBY GRANTED TO INSTALL AND MAINTAIN UTILITY SERVICE FACILITIES TO THAT PARCEL. THE OWNER OF SAID PARCEL SHALL BE RESPONSIBLE FOR THE COST OF INSTALLATION AND THE UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE COST OF MAINTENANCE AND REPAIRS.

BY: Greg Pothmeier DATE 11-11-19
 SOUTHWEST GAS COMPANY

RECORDERS CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF SERRANO DAYTON VALLEY, INC. ON THIS 14th DAY OF DECEMBER, 2019, AT THE OFFICE OF THE COUNTY CLERK/TREASURER, LYON COUNTY, NEVADA.

RECORDING FEE: \$95.00
 FILE NO. 1610641
 BY: Greg Pothmeier

DIGITAL COPY NOTE

A DIGITAL COPY OF THIS PLAT HAS BEEN SENT TO THE GIS DEPARTMENT.

BY: Greg Pothmeier DATE 12/14/2019
 KERRY PAGE, PLANNING ASSISTANT

POINT LEGADO - PHASE 2

RESUBDIVISION OF PARCEL 1 & 2 OF ROSBILA MAP FILE NO. 58820 SITUATE WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 22 EAST, MDB8M LYON COUNTY NEVADA



DRAWN BY: Manhard Consulting LTD
 DATE: 12/18/19
 SHEET: 1 OF 3

1610641 1893
 2/12/2020

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.f

Subject:

For Possible Action: Approve the FY24 independent contract for services with Consumer Direct Services, LLC for \$8,900.00 to provide homemaker services to individuals within the Senior Services Case Management program.

Summary:

The funding for this contract is paid through a grant from Nevada's Aging and Disability Services Division (ADSD) and matching funds allocated in the FY24 Lyon County budget.

The homemaker program is a person-centered homemaker and chore assistance service provided to individuals, age 60 and older, who are unable to perform some or all of their necessary homemaker services, due to identified functional deficiencies, and because they are in need of a support system to provide essential homemaker services. Services include general cleaning and on-site mail pick up. Consumer Direct Services, LLC is a licensed and bonded agency that provides these services.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the FY24 independent contract for services with Consumer Direct Services, LLC for \$8,900.00 to provide homemaker services to individuals within the Senior Services Case Management program.

ATTACHMENTS

- - [FY24 Consumer Direct Services for Nevada LLC Contract](#)

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

Consumer Direct Services for Nevada, LLC

Phone: (520) 398-8409

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 July 1, 2023, subject to approval by the Lyon County Board of County Commission and expire on June 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 default, or without cause 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 \$25.00/hr, not to exceed \$8,900.00. 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. 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.

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: **\$1,000,000.00** Each Occurrence for bodily injury and property damage.
 - ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
 - iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- e. **Professional Liability Insurance**
 - i. Minimum Limit required: \$ **0.00** 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: \$ **0.00** Loss for Employee Dishonesty.
 - ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.
- h. **Performance Security**
 - i. Amount required: \$ **0.00**
 - 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: \$ **0.00**
 - 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 State agency:

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

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

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

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

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 State 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 State, 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 State.

21. STATE 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 State and all such materials shall be delivered into State 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 State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State 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 State 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 State for honoring such a designation. The failure to so label any document that is released by the State 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 State. 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 State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

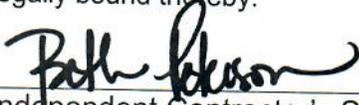
27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the

State Board of Examiners 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.

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



Independent Contractor's Signature

6/7/23

Date

Chief Operating Officer

Independent Contractor's Title

Shayla Holmes, Director
Lyon County Huma Services

Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Dave Hockaday
Board of County Commissioners
Lyon County

Date

REVIEWED AS TO FORM ONLY

Stephen B. Rye, District Attorney

Date

Legal Counsel for Independent Contractor

Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Josh Foli, Lyon County Risk Manager

Date

ATTACHMENT A SCOPE OF WORK

1. PURPOSE

To provide homemaker service to frail individuals, age 60 and older, who are unable to perform some or all of the necessary homemaker activities based on an assessment of their functional abilities. Homemaker services are designed to, in a dignified manner, sustain older individuals in their communities and homes.

2. UNDERSTANDINGS

Lyon County Human Services (LCHS) does not promise or guarantee the number of homemaker clients referred or the number of homemaker service units authorized.

3. LYON COUNTY HUMAN SERVICES (LCHS) WILL

- 3.1. Be responsible for scheduling assessments, reassessments, and eligibility determinations.
- 3.2. Approve homemaker service plans. Service plans function as prior authorization for homemaker services.
- 3.3. Conduct quality reviews with clients at the 1 month, 3 month, and 9 month of service marks. Provide **Consumer Direct Services for Nevada, LLC** written summaries, to include findings, of reviews. Work with **Consumer Direct Services for Nevada, LLC** to address and resolve discrepancies through the predetermined communications process outlined below.
- 3.4. Reimburse **Consumer Direct Services for Nevada, LLC** for services provided in accordance with service plans. Holiday pay, over-time, or other instances of time and a half pay will not be reimbursed by **LCHS**.
- 3.5. Provide **Consumer Direct Services for Nevada, LLC** a copy of LCHS's homemaker services policy and procedure, and Aging and Disability Services Division (ADSD) Service Specifications.

CONTRACTOR WILL

- 3.6. Provide homemaker services in accordance with LCHS services plans.
- 3.7. Schedule directly with the clients based on staff and client availability. Placing courtesy reminder calls to clients prior to the appointment.

- 3.8. Provide the additional documentation required per the ADSD Homemaker service specifications.
 - 3.8.1. **Homemaker Activity Record:** A homemaker activity record and timecard is required to be completed after each service visit and must contain the following documentation:
 - 3.8.1.1. Name of client and date of service;
 - 3.8.1.2. Housekeeping and chore tasks provided to the client, including any services provided in addition to those specified in the service plan.
 - 3.8.1.3. Homemaker's time of arrival and departure.
 - 3.8.1.4. Signatures of client (or client's representative) and homemaker.
 - 3.8.1.5. A list of authorized services from the service plan not provided to the client and a brief explanation why they were not provided.
- 3.9. **Client signatures:** Client signatures are to be obtained only after services have been provided.
- 3.10. Within 30 days of notice, create corrective action plans to address and resolve program discrepancies identified by **LCHS**. Work with **LCHS** to resolve discrepancies.
- 3.11. Maintain supervisory coverage during the hours of which homemaker services are provided.
 - 3.11.1. Conduct and document background checks from a valid fingerprint-based entity for all employees who provide homemaker services to **LCHS** clients. Professionals are exempt from this requirement if they are licensed and bonded. License and bond must be provided annually to **LCHS**.
 - 3.11.2. Signed ADSD Self-Declarations must be provided annually to **LCHS** for all employees providing Homemaker services.
 - 3.11.3. If the background check returns a record of criminal history and the employee indicates that record is incorrect, 30 days are allowed to correct the record however, these individuals must be directly supervised during the 30-day period of review.

- 3.11.4. Conviction of the crimes found in NRS 449.174, 1(a) (1-15), will disqualify persons from working for programs funded by the Aging and Disability Services Division (ADSD) and therefore will not be permitted to work with **LCHS** clients.
- 3.11.5. Individuals for whom the background check results are pending may not have unsupervised access to clients until satisfactory results are received.
- 3.12. Take full responsibility and liability for property and/or physical injury involving **LCHS** homemaker clients.
- 3.13. Abuse, Neglect, Exploitation, Isolation, or abandonment Older Persons and Vulnerable Persons: Comply with mandatory reporting requirements set forth in NRS Chapters 200 (Crimes against the Person) and 427A (Services to Aging Persons and Persons with Disabilities).
- 3.14. Older Americans Act (OAA): Comply with applicable OAA laws and regulations.
- 3.15. HIPAA: Comply with Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.

4. SPECIFICATIONS

- 4.1. **Unit of Measure:** One unit equals one hour.
- 4.2. **Required Services**
 - 4.2.1. General Cleaning: General cleaning to include vacuuming, mopping, sweeping, cleaning bathroom(s), cleaning kitchen, emptying trash, dusting, changing linens and/or washing laundry based on the client's desires determined through person centered planning.
 - 4.2.2. Mail: Pick-up on-site mail.

5. COMPLAINT AND COMMUNICATION PROCESS

For all consumer complaints reported to either party, an incident report will be completed and subsequent actions will be followed in accordance with **Consumer Direct Services for Nevada, LLC Valley** policies and procedures.

- 5.1. **LCHS** will be responsible for resolving:
 - 5.1.1. "No shows" **LCHS** will place services on hold until client is contacted.
 - 5.1.2. Early dismissals **LCHS** will contact client and provide a written summary of solution to **Consumer Direct Services for Nevada, LLC**.

- 5.1.3. Environments that are out of the scope of **Consumer Direct Services for Nevada, LLC** abilities and will provide a written summary of the solution to the **Consumer Direct Services for Nevada, LLC**.
 - 5.2. **Contractor** will be responsible for:
 - 5.2.1. Notify **LCHS** of any **Consumer Direct Services for Nevada, LLC** or client requested scheduling changes that will impact service completion. This includes “no shows” and early dismissals.
 - 5.2.2. Notifying **LCHS** of any elder protective service reports made regarding **LCHS** clients in accordance with Eden Home Care’s policies and procedures.
 - 5.2.3. Notifying **LCHS** of any environmental or life changes that have been noted or disclosed to **Consumer Direct Services for Nevada, LLC**. **LCHS** will provide additional services, information, and referrals to address the needs of the client.
 - 5.2.4. Resolving any complaints regarding **Consumer Direct Services for Nevada, LLC** staff and services and provide subsequent actions in accordance with **Advanced Home Health Care and All Valley’s** policies and procedures.
 - 5.3. Appeal Process
 - 5.3.1. In the event that a solution is not acceptable by **Consumer Direct Services for Nevada, LLC** or **LCHS** a written request to appeal will be submitted to **LCHS** Director.
 - 5.3.2. Within 30 days of the receipt of the appeal the **LCHS** Director will schedule a conference with **Consumer Direct Services for Nevada, LLC** and Director where a final outcome will be identified.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

12.g

Subject:

For Possible Action: Approve the FY24 Independent Contract for services with Gorenflo Consulting Inc. for \$98,304.84 to conduct the Quad County Health District feasibility study.

Summary:

The funding for this contract is paid through a grant from the State of Nevada, Division of Public and Behavioral Health, Office of Public Health Infrastructure and Improvement. The grant scope is to develop a feasibility study regarding the creation of a health district for the quad-county region of Nevada, comprising Carson City, Douglas County, Lyon County, and Storey County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the FY24 Independent Contract for services with Gorenflo Consulting Inc. for \$98,304.84 to conduct the Quad County Health District feasibility study.

ATTACHMENTS

- - [Contract for services with Gorenflo Consulting](#)

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

Gorenflo Consulting Inc.
309 W Prospect Ave, State College, PA 16801
814.470.3300
45-3567741

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 9/21/2023 subject to approval by the Lyon County Board of County Commission (anticipated to be 9/21/2023) and expire on 11/30/2024 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 not to exceed \$98,304.84. 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: \$ 1,000,000 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: \$ _____ 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.

Grace Gorenflo
Independent Contractor's Signature

11 September 2023
Date

Grace Gorenflo
Independent Contractor's Title

Shayla Holmes
Lyon County Human Services, Director

9/7/23
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

Scope of Work

Feasibility Study for a Quad-County Health District

Gorenflo Consulting, Inc.

Purpose:

To conduct a feasibility study regarding the creation of a health district for the quad-county region of Nevada, comprising Carson City, Douglas County, Lyon County, and Storey County.

Development of the feasibility study is guided by the following goals:

1. Understand the context for a quad county health district.
2. Establish and staff a Steering Committee that will provide oversight for the study.
3. Develop and implement a communications plan for the effort.
4. Develop and implement a change management plan for the effort.
5. Develop a conceptual feasibility report.
6. Produce and share a comprehensive feasibility study.

Goals and Activities

Goal 1: Understand the context for a Quad County Health District

Establish a comprehensive understanding of governmental public health in Nevada. This work will entail researching information from the four counties, other existing and emerging health districts, Nevada Division of Public and Behavioral Health (DPBH), and the state's transformation efforts. Specific activities include the following:

1. Hold key informant interviews with relevant individuals in each of the four counties, e.g., county manager, health and human service agency leaders, and elected officials. The interviews will be conducted in person and will elicit information and perspectives on:
 - a. Goals and expectations for a health district.
 - b. Services and resources currently offered.
 - c. Partners and stakeholders engaged in promoting and protecting health.
 - d. Context and history relevant to a new agency, including current and previous resource sharing arrangements as well as previous partnerships and relationships with the other counties.
2. Review the recently published Quad County Regional Community Health Needs Assessment.
3. Review the County Health Rankings for each of the four counties.
4. Hold key informant interviews with Washoe Health District, Southern Nevada Health District, and University of Nevada, Reno staff establishing the new Central Nevada Health District to understand their organizational structure and functions; challenges and facilitators to providing services across different jurisdictions; and advice for the creation of a new health district.
5. Hold key informant interview with the NV DPBH deputy administrator for community health services to understand the relationship between the state and health districts; how a new health

district aligns with the agency's goals and objectives; how best to keep the state apprised of progress with the feasibility study; and advice for the creation of a new health district.

6. Review NRS: Chapter 439 and keep abreast of the legislative activities when it is opened during the 2023 legislative session.
7. Research the state's activities shared with the 21st Century Learning Community (21C) and any other relevant efforts to transform and improve the state's governmental public health structure and function.

Estimated level of effort: 60 hours

Goal 2: Establish and staff a steering committee

Gorenflo Consulting, Inc., will establish a steering committee to provide oversight for the feasibility study. The steering committee ideally would comprise the health lead from each county, and the dual purposes of the committee are to ensure that: 1. the study includes the information needed to decide whether to pursue a health district and 2. the models presented are consistent with conceptual and operational considerations that are agreeable to each jurisdiction. In addition to approving the plan to develop the study, the committee also will participate in critical discussions that will help describe conceptual feasibility and define agreeable logistical and operational aspects of a health district (detailed below). The steering committee would be convened monthly from April through November. The consultant will facilitate in-person meetings in April, late summer, and November; she will facilitate all other meetings virtually.

Specific activities include the following:

1. Determine the steering committee composition at the direction of the client.
2. Draft a committee charter.
3. (Initial interviews with committee members are captured under the previous goal.)
4. Develop meeting agendas and background materials; facilitate meetings; and generate meeting summaries. Topics will include (but are not limited to):
 - a. Additional key informant interviewees (e.g., healthcare organizations, emergency management staff, academic institutions, etc.) and structure of interviews (e.g., basic public health responsibilities followed by asking about potential areas of partnerships, recommendations for additional interviewees, advice for moving forward, etc.).
 - b. Internal communications and external communication plan (see below).
 - c. Change management and a change management plan (see below).
 - d. Operational issues, including governance, human resources, administrative functions, facilities, data sharing and information technology, financing, facilities, and legal considerations.
 - e. Performance measures for a new health district.
8. Hold 1:1 meetings with steering committee members as needed to follow up on specific issues, solicit additional information, etc.

Estimated level of effort: 75 hours

Goal 3: Develop and implement a communication plan

Communicating with key stakeholders and the public about the possibility of a new health district is important for several reasons, including obtaining buy-in from key partners, adhering to the principle of

transparency in government, and rumor control (just to name a few). Therefore, Gorenflo Consulting, Inc., will develop and implement a communication plan for the duration of the feasibility study.

Activities will include the following:

1. Identify target audiences, key messages, messengers, and communication venues.
2. Draft text for communications.
3. Work with steering committee members to disseminate messages.

Estimated level of effort: 45 hours

Goal 4: Develop and implement a change management plan

Change management refers to the people side of change. Staff in the quad county government health and human service agencies and emergency management agencies are likely to have many questions and concerns the implications for them of a new health district. Gorenflo Consulting, Inc., will develop and implement a change management plan for these staff (and any others identified by the steering committee). Activities will include the following:

1. Coach steering committee members on change management.
2. Identify everyone who should be included in a change management effort.
3. Hold at least one in-person meeting with potentially affected staff (at the outset of the study).
4. Establish routine communications with relevant updates and ensure that all staff receive identical information at the same time..

Estimated level of effort: 45 hours

Goal 5: Develop a conceptual feasibility report

A conceptual feasibility report will be shared with the steering committee early in the process. This report will summarize the information from the first round of key informant interviews and will serve to highlight any issues to address and strategies to implement for the purposes of the operational feasibility study.

Estimated level of effort: 20 hours

Goal 6: Produce and share a comprehensive feasibility study

The final product of this work is to produce and share a comprehensive feasibility study. Based on research and steering committee deliberations, the study will include the following sections:

1. Background on governmental public health in Nevada, including statutory requirements and transformation efforts.
2. Public health issues of concern in the quad counties (including those identified in the Quad County Health Assessment and the County Health Rankings).
3. At least two different models that include:
 - a. Services and functions.
 - b. Administrative duties and responsibilities.
 - c. Organizational chart and job descriptions.
 - d. Facility sizes, locations, and staffing patterns.
 - e. Benefits and drawbacks.
4. Budgets associated with each model that include:

- a. Anticipated costs.
- b. Anticipated revenues.
- c. Options for cost allocation among the quad counties.

Specific activities will include:

1. Hold routine meetings with the client (recommend monthly) to discuss progress, get any needed clarifications, etc.
2. Provide routine updates to the NV DPBH to provide updates, ask questions, receive any relevant information, etc.
3. Draft the study.
4. Present the study to the Steering Committee and make any revisions as requested.
5. Present and/or support a presentation of the study in a public meeting in each of the quad counties.

Estimated level of effort: 200 hours

Gorenflo Consulting agrees to conduct the above activities by the end of the grant award period ending November 30, 2024 and will submit invoices monthly to Lyon County Human Services via email to Jthomas@lyon-county.org and sholmes@lyon-county.org.

Lyon County Human Services agrees to:

Process invoices and payments in a timely manner.

Stay in communication with the contractor monthly to ensure deliverables are on track to the proposal timeline and provide assistance as applicable such as local contacts and grant guidance.

General Understanding:

This project is grant funded by the State of Nevada Office of Public Health Infrastructure and Improvement, any changes to the grant award may alter the completion of this scope of work and all work is contingent upon this grant award staying active.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

13.a

Subject:

For Possible Action: Acknowledge the resignation of Sarena Martin from the Mound House Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Resignation Correspondence](#)



Erin Lopez <elopez@lyon-county.org>

Fwd: Resignation

1 message

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

Thu, Aug 31, 2023 at 12:11 PM

----- Forwarded message -----

From: **John Sarena Martin** <themartinfam@yahoo.com>

Date: Thu, Aug 31, 2023 at 12:05 PM

Subject: Resignation

To: Mound House <mhcab@lyon-county.org>

Good afternoon ,

I need to resign from my position with the MHAB effective immediately . I no longer work or reside in mound house .

Thank you ,
Sarena Martin

Sent from my iPhone

Sent from my iPhone

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

13.b

Subject:

For Possible Action: Acknowledge the resignation of Brittany Bennett from the Smith Valley Park and Recreation Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Resignation Correspondence](#)



Erin Lopez <elopez@lyon-county.org>

Resignation

1 message

Brittany Bennett <brittanybennett9100@yahoo.com>
To: Erin Lopez <elopez@lyon-county.org>

Thu, Sep 14, 2023 at 3:35 PM

I am resigning from the SV Parks and Recreation Board.

My apologies for this taking longer than told, I wrote it down as a reminder and lost my reminder My apologies, I hope you have a great rest of your day.

Thank you

Sent from my iPhone

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

14.a

Subject:

For Possible Action: Approve Change Order No. 3, for the Lift Station #2A Replacement Project with Peek Brothers Construction, to extend the contract duration by 60 days to allow for additional time to resolve pumping system vibrations. (David Bruketta)

Summary:

This Change Order request is for an extension of time only. Associated costs with this work will be paid from the project contingency account. The Board of County Commissioners awarded the Lift Station #2A Replacement Project to Peek Brothers Construction on November 4, 2021 for \$3,616,559.79. The Notice to Proceed was issued on April 18, 2022, with a substantial completion date of October 15, 2022. On October 6, 2022, The Board of County Commissioners approved Change Order #1 to extend the substantial completion date to June 1, 2023 (229 days) due to equipment delays. On May 18, 2023, the Board of County Commissioners approved Change Order No. 2 to extend the substantial completion to August 24, 2023 (84 days) due to additional equipment delays. The project is nearing completion, but the contractor requests 60 days to work with DOWL to resolve pumping system vibration issues. This extension of time request would set a final completion date of November 22, 2023.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Move to approve Change Order No. 3, for the Lift Station #2A Replacement Project with Peek Brothers Construction, to extend the contract duration by 60 days to allow for additional time to resolve pumping system vibrations.

ATTACHMENTS

- - [Change Order #3 with Peek Brothers \(Lift Station #2A Replacement Project\)](#)

Date of Issuance: 09/21/2023	Effective Date: 09/21/2023
Owner: Lyon County Utilities	Owner's Contract No.: PWP-LY-2021-070
Contractor: Peek Brothers Construction	Contractor's Project No.: 211191
Engineer: DOWL Engineering	Engineer's Project No.: 2206
Project: Lift Station #2A Replacement Project	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Description: *This Change Order is to change the project Contract Times only per the following:*

- *Additional field testing and adjustments to the pumping system to reduce vibrations and other system unknowns. NOTE: Substantial Completion has occurred by the contract time of August 24th, 2023 and the new facility is operational. DOWL is proposing that the following tests be completed.*

1. Combo Valve Adjustments

- a. Flush system per ARI D-020 Installation, Operation & Maintenance manual and check that all floats and levers are operating properly and with ease.*
- b. Open ball valve on lower discharge port of air release valve body – run the pump 3 cycles to determine if valve is releasing fluid or sucking/discharging air. Contractor shall provide a bucket at the discharge to catch any liquid that may be released.*
- c. Temporarily install D26NS combo valve at high point. There is a D26NS on the secondary SSFM line to South Plant that we can borrow for this test because the secondary SSFM line is currently not in use.*

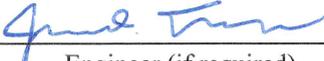
2. Long Run Time Test

- a. Work with Lyon County to open 3 additional hydrants upstream of LS #2A to supplement sewer flows and perform a 5-minute run time test.*
- *The Contractor is requesting 60 additional days after final completion in order to complete all testing and adjustments to the pumping system. The cost of the above troubleshooting work will be paid from the Bid Item 37 – Force Account*

Attachments: *Peek Brothers Construction Change Order Request 3.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,616,559.79</u>	Original Contract Times: Substantial Completion: <u>180</u> days Ready for Final Payment: <u>210</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>313</u> days Ready for Final Payment: <u>313</u> days

Contract Price prior to this Change Order: \$ <u>3,616,559.79</u>	Contract Times prior to this Change Order: Substantial Completion: <u>493 days (August 24, 2023)</u> Ready for Final Payment: <u>523 days (September 23, 2023)</u>
[Increase] [Decrease] of this Change Order: \$ <u>0</u>	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>60 days</u>
Contract Price incorporating this Change Order: \$ <u>3,616,559.79</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>493 days (August 24, 2023)</u> Ready for Final Payment: <u>583 days (November 22, 2023)</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u>Michael Schorn V.P.</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>PROJECT ENGINEER</u>	Title _____	Title <u>Vice President</u>
Date: <u>9/8/23</u>	Date _____	Date <u>7 Sept 2023</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



September 7, 2023

TO: Lyon County Utilities

Subject: Time Extension Request

To whom this may concern:

Peek Brothers has achieved substantial completion of the Lyon County Lift Station 2A, PWP-LY-2021-070. Peek Brothers has been asked to provide additional testing and adjustments to reduce vibrations and other system unknowns.

Peek Brothers requests 60 additional days after final completion in order to complete all testing and adjustments to the pumping system.

Thank you,

Michael Borden

Estimator / Project Manager

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

15.a

Subject:

For Possible Action: Accept grant award from the U.S. Department of Health and Human Services, Administration for Children and Families for \$119,000 for youth mentorship services to the Fernley area of Lyon County.

Summary:

The U.S. Department of Health and Human Services, Administration for Children and Families Congressionally Directed Community Projects grant is for mentoring and other community services for at-risk youth.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept grant award from the U.S. Department of Health and Human Services, Administration for Children and Families for \$119,000 for youth mentorship services to the Fernley area of Lyon County.

ATTACHMENTS

- - [FY24 Administration for Children and Families Notice of Award](#)



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90XP0629-01-00

FAIN# 90XP0629

Federal Award Date: 08/30/2023

Recipient Information**1. Recipient Name**

COUNTY OF LYON
27 S Main St
Yerington, NV 89447-2571
(775) 577 5009

2. Congressional District of Recipient

02

3. Payment System Identifier (ID)

1886000097A1

4. Employer Identification Number (EIN)

886000097

5. Data Universal Numbering System (DUNS)

071540355

6. Recipient's Unique Entity Identifier (UEI)

UT4JJ9N6L69

7. Project Director or Principal Investigator

Ms. Jennifer Thomas
jthomas@lyon-county.org
7755775009

8. Authorized Official

Ms. Shayla Holmes
sholmes@lyon-county.org
775-577-5009

Federal Agency Information

ACF/OPRE Office of Discretionary Grant - Child Care
Research

9. Awarding Agency Contact Information

Mr. Girma Araya
Grants Management Specialist
girma.araya@acf.hhs.gov
202-205-8643

10. Program Official Contact Information

Wendy DeCoursey
Social Science Research Analyst
WDeCoursey@Acf.Hhs.Gov
202-260-2039

Federal Award Information**11. Award Number**

90XP0629-01-00

12. Unique Federal Award Identification Number (FAIN)

90XP0629

13. Statutory Authority

Public Law No: 117-328

14. Federal Award Project Title

Community Based Mentoring in Lyon County

15. Assistance Listing Number

93.493

16. Assistance Listing Program Title

Consolidated Appropriations Act

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	08/31/2023	- End Date	08/30/2024
20. Total Amount of Federal Funds Obligated by this Action			\$119,000.00
20a. Direct Cost Amount			\$119,000.00
20b. Indirect Cost Amount			\$0.00
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$0.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$119,000.00
26. Period of Performance Start Date	08/31/2023	- End Date	08/30/2024
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$119,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Manolo Salgueiro
Supervisory Grants Management Specialist

30. Remarks

See Remarks (continuation)



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90XP0629-01-00

FAIN# 90XP0629

Federal Award Date: 08/30/2023

Recipient Information**Recipient Name**

COUNTY OF LYON
27 S Main St
Yerington, NV 89447-2571
(775) 577 5009

Congressional District of Recipient

02

Payment Account Number and Type

1886000097A1

Employer Identification Number (EIN) Data

886000097

Universal Numbering System (DUNS)

071540355

Recipient's Unique Entity Identifier (UEI)

UT4JJJ9N6L69

31. Assistance Type

Discretionary Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$119,000.00
j. TOTAL DIRECT COSTS	\$119,000.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$119,000.00
m. Federal Share	\$119,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-G998035	90XP062901	ACFOPRE	41.45	93.493	\$119,000.00	75-23-1536



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90XP0629-01-00

FAIN# 90XP0629

Federal Award Date: 08/30/2023

Remarks (Continuation)

This action is issued to award a first-year funding in the amount of \$119,000 to Lyon County.

These Community Project Funding awards are funded through both Social Services Research and Demonstration (CFDA 93.647) and Congressional Directives (CFDA 93.493).

The effective period of performance under this award is 8/31/2023 – 8/30-2024.

Program activities, objectives, and scope must be aligned with the purpose identified and approved by Congress.

At the end of period of performance, equipment purchased with ACF funding under this program may be retained by the awardee organization, with no further obligation to the Federal government. Grantees that choose to retain equipment must submit a SF-428 and SF-428B at the end of the project period. Grantees that choose to dispose equipment purchased under this program will be provided disposition instructions 90 days before the end of the project period.



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90XP0629-01-00

FAIN# 90XP0629

Federal Award Date: 08/30/2023

35. Terms And Conditions

STANDARD TERMS

1. STANDARD TERMS AND CONDITIONS

This award is based on the application submitted to, and as approved by, ACF on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

The grant program legislation and program regulation cited in this Notice of Award (NoA).

Conditions on activities and expenditures of funds in other statutory requirements, such as those included in appropriations acts and the Funding Opportunity Announcement under which this application was submitted.

This grant is subject to the requirements as set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 CFR Part 75) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

This grant is subject to the requirements as set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This grant is subject to the requirements as set forth in 45 CFR Part 46 – Protection of Human Subjects.

This grant is subject to the requirements as set forth in Administrative and National Policy Requirements - An application funded with the release of federal funds through a grant award does not constitute, or imply, compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

This award is subject to the requirements as set forth in HHS Department of Health and Human Services (HHS) Grants Policy Statement (GPS) that are applicable to you based on your recipient type and the purpose of this award. This includes requirements in Parts I and II (available at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements (e.g. 45 CFR Part 75) directly apply to this award apart from any coverage in the HHS GPS.

For grantees that have awards that involve property, the following terms and conditions must be adhered to:

Award Terms and Conditions Involving Property

- Tangible Property Report (SF-428)
- Real Property Status Report (SF-429)

Reporting - Unless otherwise approved by the Office of Management and Budget (OMB), grantees are to complete the following:

- Programmatic Reporting Requirements SF-PPR ACF Performance Progress Report. PPRs are due 30 days after the end of the reporting period. Final program performance reports are due 90 days after the close of the project period.



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90XP0629-01-00

FAIN# 90XP0629

Federal Award Date: 08/30/2023

- Federal Financial Reports – FFRs SF-425. FFRs are due 30 days after the end of the reporting period. Final FFRs are due 90 days after the close of the project period. Post-Award Reporting forms can be found at https://www.grants.gov/web/grants/forms/post-award-reporting_forms.html. FFRs (SF-425) must be submitted online to [HHS PMS](#).

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA) Subaward and Executive Compensation Reporting Requirement of 2006 and the FFATA's 2008 amendment. More information about the FFATA is located at <https://www.grants.gov/learn-grants/grant-policies/ffata-act-2006.html>.

Internal Controls – Recipients of federal awards are required to follow one of the two approved internal control frameworks:

- Government Accountability Office (GAO) Standards for Internal Control in the Federal Government (“Green Book”) OR
- Community of Sponsoring Organizations (COSO) Internal Control – Integrated Framework

Award Term and Condition for Recipient Integrity and Performance Matters (Commonly referred to as FAPIIS)

This award is subject to requirements as set forth in the System Award Management (formerly Central Contractor Registration) and Unique Entity Identifier (formerly DUNS) Requirements. Award Term for System Award Management and Unique Entity Identifier - Additional information about registration procedures may be found at the SAM website. If you are authorized to make subawards under this award, you may not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you.

This award will be paid through the Department of Health and Human Services, Payment Management System (PMS). Please visit their website for more information and review the Award Attachments for further Instructions for Requesting Payment of Federal Awards.

This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <https://www.acf.hhs.gov/discretionary-post-award-requirements>

This award is subject to the requirements as set forth in 45 CFR Part 87 – Equal Treatment for Faith-Based Organizations.

Consistent with 45 CFR 75.113 – Mandatory disclosures - Applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

*The Administration for Children and Families
U.S. Department of Health and Human Services Office of Grants Management
ATTN: Grants Management Specialist 330 C Street, SW.,
Switzer Building Corridor 3200 Washington, DC 20201*



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 90XP0629-01-00

FAIN# 90XP0629

Federal Award Date: 08/30/2023

AND

*U.S. Department of Health and Human Services Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen
Building
Room 5527
Washington, DC 20201*

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371
Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31
U.S.C. 3321).

To find the most up-to-date Department of Health and Human Resources [Grants Policies and Regulations](https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html)
and Administration for Children and Families (ACF) [Discretionary Post-Award Requirements](https://www.acf.hhs.gov/discretionary-post-award-requirements) please visit
their websites at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html> and
<https://www.acf.hhs.gov/discretionary-post-award-requirements>.

Initial expenditure of funds by the grantee constitutes acceptance of this award and its associated terms
and conditions.

Award Specifics

1. These Community Project Funding awards are funded through both Social Services Research and
Demonstration (CFDA 93.647) and Congressional Directives (CFDA 93.493).

The effective period of performance under this award is 8/31/2023 – 8/30-2024.

Program activities, objectives, and scope must be aligned with the purpose identified and approved by
Congress.

At the end of period of performance, equipment purchased with ACF funding under this program may be
retained by the awardee organization, with no further obligation to the Federal government. Grantees that
choose to retain equipment must submit a SF-428 and SF-428B at the end of the project period. Grantees
that choose to dispose equipment purchased under this program will be provided disposition instructions
90 days before the end of the project period.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

15.b

Subject:

For Possible Action: Approve the services of independent contractor, Ana Tippit in the amount of \$30,420.00 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 Ana Tippit, LCSW will be up to 12 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, Ana Tippit in the amount of \$30,420.00 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team.

ATTACHMENTS

- - [FY24 Mobile Outreach Safety Team Contract with Ana Tippit](#)

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

Ana Tippit, LCSW
1955 Gustafson Fernley NV 89408
Phone: (775) 745-5687

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 9/21/2023 subject to approval by the Lyon County Board of County Commission (anticipated to be 9/21/2023) and expire on 6/30/2024 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 \$30,420. 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.

Ana Tippit
Independent Contractor's Signature

9/8/23
Date

Ana Tippit, LCSW
Independent Contractor's Title

Shayla Holmes
Shayla Holmes
Lyon County Human Services, Director

9/13/23
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 Ana Tippit, 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 12 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.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

16.a

Subject:

For Possible Action: Approve a Memorandum of Understanding between Lyon County, and Mineral County, political subdivisions of the State of Nevada, to allow Lyon County to provide services of a building inspector for FY24 to perform building inspector services for Mineral on an hourly and limited basis.

Summary:

Mineral County has requested the occasional use of Lyon County Building Inspection staff and services for select commercial developments. Lyon County will require 72-hour notice of inspection dates and will always prioritize Lyon County inspections and work before permitting. The term is FY24, with Mineral County paying the cost of the employee, to include wages and benefits (\$70.00) plus the IRS-standard mileage rate (currently \$0.655).

Financial Department Comments:

The agreement, as proposed, should cover Lyon County's cost to provide the services.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve an MOU interlocal agreement between Lyon County and Mineral County to authorize the limited use of Lyon County Building Department staff for Mineral County commercial development projects over FY24.

ATTACHMENTS

- - [Mineral and Lyon County Interlocal Agreement](#)

**INTERLOCAL AGREEMENT BETWEEN
LYON COUNTY, NEVADA, AND MINERAL COUNTY, NEVADA**

This interlocal agreement (“Agreement”) is made and entered into by and between Lyon County, a political subdivision of the State of Nevada (“Lyon”) and Mineral County, a political subdivision of the State of Nevada (“Mineral”) (together, the “Parties”).

RECITALS

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

WHEREAS, Lyon and Mineral are political subdivisions of the State of Nevada governed by NRS Chapter 244;

WHEREAS, Mineral desires to contract with Lyon for the services of a building inspector for FY2024 to perform building inspector services for Mineral on an hourly basis; and

WHEREAS, Lyon has the person available who can assist Mineral with their routine building inspection services.

WITNESSETH NOW, in consideration of the foregoing recitals, Mineral and Lyon hereby enter into this Agreement on the following terms and conditions:

1. **RECITALS INCORPORATED.** The recitals set forth above are adopted and incorporated into this Agreement by reference hereto.
2. **PARTIES.** This Agreement is made and entered into by and between Lyon and Mineral Counties.
3. **PURPOSE.** The purpose of this Agreement is for the Mineral to contract with Lyon for building inspection services. A list of common services to be provided is attached as Exhibit 1 and incorporated by this reference.
4. **TERM.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of each of the parties. It will remain in full force and effect until June 20, 2024, unless extended as provided herein.
5. **RIGHTS AND OBLIGATIONS OF LYON.**
 - a. LYON will provide a building inspector to MINERAL on an as needed basis, not to exceed 24 hours per month, unless additional hours are approved by written authorization from the LYON Community Development Director.
 - b. Mineral will only be provided a building inspector by Lyon when such inspector may be available in Lyon County.

- c. LYON will provide a monthly statement to MINERAL which includes the hours worked and the mileage reimbursement.

6. RIGHTS AND OBLIGATIONS OF MINERAL.

- a. MINERAL will request the services of LYON Building Inspector with at least 72 hours advance notice to LYON.
- b. MINERAL will provide LYON with access to files and other information necessary to conduct the inspections.
- c. MINERAL will work with LYON to schedule inspections and other work pursuant to this Contract to make sure the LYON building inspector is available.

7. PAYMENT TO LYON. MINERAL will timely pay LYON for services upon invoice from LYON. Payment shall be made within twenty (20) days of the date of invoice.

8. COMPENSATION. For the services provided herein, MINERAL shall pay LYON SEVENTY DOLLARS PER HOUR (\$70) for building inspection services. MINERAL further agrees to pay mileage at the IRS rate of \$0.655 per mile. MINERAL further agrees to pay the additional out-of-pocket expenses incurred by LYON in providing these services. It is agreed that the additional expenses may not exceed \$500 per month without written approval from MINERAL.

9. LAWS AND REGULATIONS. LYON agrees to conduct inspections as required by Nevada law, including applicable uniform building codes adopted in effect at the time of the agreement or thereafter.

10. INDEMNIFICATION. MINERAL will defend, indemnify, and hold LYON harmless from any claims relating to the negligent actions of the building inspector while engaging in services under the Agreement. Both parties intend to assert liability limitations available under Nevada law.

11. ASSIGNMENT. LYON shall not assign its duties or obligations without prior consent of MINERAL, which consent shall not be unreasonably withheld.

12. DISPUTE RESOLUTION. Disputes between LYON and MINERAL shall be resolved by mediation, if possible. In the event that the dispute cannot be resolved by mediation, the parties agree to file any such action in a court of competent jurisdiction in Nevada.

14. PREVAILING PARTY ATTORNEY'S FEES & COSTS. In the event of any legal action between LYON and MINERAL regarding this Agreement, the non-prevailing party shall pay the prevailing party its reasonable attorney's fees and costs. For purposes of this Agreement, a prevailing party must secure against the other party a judgment or a monetary recovery as a condition precedent to its entitlement to attorney's fees and costs.

15. **TERMINATION.** This Agreement will be terminated upon the occurrence of any of the following events:

- a. Upon mutual agreement of both parties. Each party agrees to perform their respective duties hereunder until the date of termination.
- b. Upon breach of agreement if breach is not cured within 90 days of occurrence.

Termination of this Agreement does not relieve either party of their financial responsibilities and duties herein incurred through the date of termination. In the event of a breach of this Agreement, the non-breaching party shall have the right to seek damages and all other available legal and equitable relief against the breaching party.

16. **AMENDMENTS.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement will be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

17. **APPLICABLE LAW.** The construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of Nevada. The courts of Nevada will have jurisdiction over any action arising out of this Agreement and over the parties.

18. **SEVERABILITY.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement will continue in full force and effect, and either party may renegotiate the terms affected by the severance.

19. **THIRD PARTY BENEFICIARY RIGHTS.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties and obligations contained in this Agreement will operate only between the parties and will inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

20. **NOTICES.** Notices and demands will be served by postage prepaid to:

Mineral County
Attn: T. Jaren Stanton, District Attorney
P.O. Box 1210
Hawthorne, NV 89415

Lyon County
Attn: Louis Cariola, Community Development Director
27 S. Main Street
Yerington, NV 89447

Subject to the right of either party to designate by notice in writing to any new address to which notices, demands and installments of rental may be sent. Notice will be deemed received three days after posting.

The parties agree that scheduling and other ancillary matters related to this Agreement may be conducted via email.

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

MINERAL COUNTY:

Catherine "Cassie" Hall, Chair, Mineral County Board of County Commissioners

Attest:

Mineral County Clerk

LYON COUNTY:

Dated this ____ day of September, 2023.

David Hockaday, Chair, Lyon County Board of County Commissioners

Attest:

Lyon County Clerk

APPROVED AS TO FORM AND CONTENT:

T. Jaren Stanton, Esq.
Mineral County District Attorney

DATED: _____

Stephen B. Rye, Esq.
Lyon County District Attorney

DATED: _____

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LYON COUNTY, NEVADA, AND MINERAL COUNTY, NEVADA**

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4. **TERM.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of each of the parties. It will remain in full force and effect until June 20, 2024, unless extended as provided herein.
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- c. LYON will provide a monthly statement to MINERAL which includes the hours worked and the mileage reimbursement.

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11. ASSIGNMENT. LYON shall not assign its duties or obligations without prior consent of MINERAL, which consent shall not be unreasonably withheld.

12. DISPUTE RESOLUTION. Disputes between LYON and MINERAL shall be resolved by mediation, if possible. In the event that the dispute cannot be resolved by mediation, the parties agree to file any such action in a court of competent jurisdiction in Nevada.

14. PREVAILING PARTY ATTORNEY'S FEES & COSTS. In the event of any legal action between LYON and MINERAL regarding this Agreement, the non-prevailing party shall pay the prevailing party its reasonable attorney's fees and costs. For purposes of this Agreement, a prevailing party must secure against the other party a judgment or a monetary recovery as a condition precedent to its entitlement to attorney's fees and costs.

15. **TERMINATION.** This Agreement will be terminated upon the occurrence of any of the following events:

- a. Upon mutual agreement of both parties. Each party agrees to perform their respective duties hereunder until the date of termination.
- b. Upon breach of agreement if breach is not cured within 90 days of occurrence.

Termination of this Agreement does not relieve either party of their financial responsibilities and duties herein incurred through the date of termination. In the event of a breach of this Agreement, the non-breaching party shall have the right to seek damages and all other available legal and equitable relief against the breaching party.

16. **AMENDMENTS.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement will be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

17. **APPLICABLE LAW.** The construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of Nevada. The courts of Nevada will have jurisdiction over any action arising out of this Agreement and over the parties.

18. **SEVERABILITY.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement will continue in full force and effect, and either party may renegotiate the terms affected by the severance.

19. **THIRD PARTY BENEFICIARY RIGHTS.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties and obligations contained in this Agreement will operate only between the parties and will inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

20. **NOTICES.** Notices and demands will be served by postage prepaid to:

Mineral County
Attn: T. Jaren Stanton, District Attorney
P.O. Box 1210
Hawthorne, NV 89415

Lyon County
Attn: Louis Cariola, Community Development Director
27 S. Main Street
Yerington, NV 89447

Subject to the right of either party to designate by notice in writing to any new address to which notices, demands and installments of rental may be sent. Notice will be deemed received three days after posting.

The parties agree that scheduling and other ancillary matters related to this Agreement may be conducted via email.

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

MINERAL COUNTY:

Catherine "Cassie" Hall, Chair, Mineral County Board of County Commissioners

Attest:

Mineral County Clerk

LYON COUNTY:

Dated this ____ day of September, 2023.

David Hockaday, Chair, Lyon County Board of County Commissioners

Attest:

Lyon County Clerk

APPROVED AS TO FORM AND CONTENT:

T. Jaren Stanton, Esq.
Mineral County District Attorney

DATED: _____

Stephen B. Rye, Esq.
Lyon County District Attorney

DATED: _____

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

17.a

Subject:

For Possible Action: Approve the Resolution to: (1) approve the Proposed Final Conditional Stipulation Resolving The Water Right Claims of the Walker River Paiute Tribe And The United States Of America in the Walker River Litigation in the United States District Court, Case No. 3:73-cv-00127-MMD; and (2) authorize Legal Counsel, in consultation with the Lyon County Manager, to: (a) enter into and execute a Final Stipulation on behalf of Lyon County based substantially on the terms of the Proposed Final Conditional Stipulation, which is attached to the Resolution of the District Board; (b) file the Stipulation in the District Court in Case No. 3:73-cv-00127-MMD; and, (c) take all other reasonable actions as may be necessary to implement the Stipulation, including any necessary modifications to the Walker River Decree.

Summary:

Lyon County has been a defendant in the Walker River litigation since 1992. The litigation involves claims by the United States and the Walker River Paiute Tribe for additional water rights for the Walker River Tribe and the United States. Attorneys for the Walker River Irrigation District and the Tribe, the United States, and others have reached a stipulation to resolve the Tribe and United States' claims in the case. The Walker River Irrigation District and other parties have approved the Stipulation. The Stipulation resolves many years of litigation and will result in conclusion of the matter as it relates to these primary claims for water rights.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Resolution and authorize legal counsel and/or the County Manager to sign and take necessary action to approve and implement the Stipulation.

ATTACHMENTS

- - [Proposed Final Draft Stipulation](#)
- - [Walker River Litigation Resolution](#)

PROPOSED FINAL STIPULATION

07/13/23

**CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

1		
2		
3	UNITED STATES OF AMERICA,) 3:73-cv-00127-MMD-(xxx)
4)
5	Plaintiff,) PLAINTIFFS' AND PRINCIPAL
6	WALKER RIVER PAIUTE TRIBE) DEFENDANTS' CONDITIONAL
7) STIPULATION RESOLVING THE
8	Plaintiff-Intervenor,) WALKER RIVER PAIUTE TRIBE AND
9) THE UNITED STATES OF AMERICA
10	v.)
11	WALKER RIVER IRRIGATION DISTRICT,)
12	a corporation, et al.,	
13		
14	Defendants.	

14 Plaintiffs, the Walker River Paiute Tribe (the "Tribe") and the United States of America
15 acting as Trustee for the Tribe (the "United States"), and Principal Defendants, (LIST – xxx)
16 (collectively, the "Parties") agree to resolve the water right claims made for and on behalf of the
17 Tribe and that were first asserted as counterclaims in 1992 by the Tribe and the United States
18 pursuant to this Conditional Stipulation.

RECITALS

20 1. On April 15, 1936, the Court entered its final decree adjudicating the water rights
21 to the surface water flows of the Walker River asserted by the United States for the Tribe's benefit
22 and asserted by numerous other parties throughout the Walker River Basin of Nevada and
23 California. Following appeal and decision, *United States v. Walker River Irr. Dist.*, 104 F.2d 334
24 (9th Cir. 1939), the Court's final decree was amended on April 24, 1940 to conform to the
25 mandate of the Ninth Circuit Court of Appeals and to clarify certain other provisions of the
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PROPOSED FINAL STIPULATION**07/13/23****CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 Decree. The Decree, as amended on April 24, 1940, is referred to in this Conditional Stipulation
2 as the “Walker River Decree.”

3 2. Through the Walker River Decree, the Court decreed to the United States in trust
4 for the Tribe the right to 26.25 cfs of surface water from the Walker River with a priority date of
5 November 29, 1859 to irrigate 2,100 acres on the Walker River Paiute Reservation (Reservation).
6 That right is referred to in this Conditional Stipulation as the “Tribe’s senior surface water right.”

7 3. This Conditional Stipulation does not affect, alter, or amend any water right
8 adjudicated in the Walker River Decree, including but not limited to, the Tribe’s senior surface
9 water right, or the ability of any water right owner, including but not limited to, the Tribe or the
10 United States, to seek administration of the Walker River Decree to enforce any water right to the
11 surface water of the Walker River, including but not limited to, the Tribe’s senior surface water
12 right.

13
14 4. On March 18, 1992, the Tribe filed its *Answer to the First Amended Petition, and*
15 *Counterclaim and Cross-Claim of the Walker River Paiute Tribe* asserting water rights in addition
16 to those recognized in the Walker River Decree. On December 15, 1992, the United States filed
17 its *Counterclaim of the United States of America* asserting water rights similar to those asserted
18 by the Tribe.

19 5. Since 1992, the Tribe and the United States have amended their water right claims
20 for and on behalf of the Tribe several times. Ultimately, the water rights asserted and pursued for
21 and on behalf of the Tribe were last asserted on May 3, 2019, in *The United States’ Detailed*
22 *Statement of Water Right Claims on Behalf of the Walker River Paiute Indian Tribe* (ECF No.
23 2476).¹

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27 ¹ That same day, the Tribe joined the United States’ Detailed Statement. *The Walker River Paiute*
28 *Tribe’s Joinder in the United States’ Detailed Statement of Water Right Claims* (ECF No. 2480).

PROPOSED FINAL STIPULATION**07/13/23****CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 6. Through their Second Amended Counterclaims, the United States and Tribe are
2 seeking water rights, reserved under federal law, for lands which were added to the Reservation
3 in 1918, 1924/1928, 1936 and 1972. With respect to lands added in 1918, 1924/1928, and 1972
4 the United States and Tribe seek rights to springs and groundwater to water livestock with priority
5 dates corresponding to the dates the lands were added to the Reservation.

6 7. The United States' and Tribe's claims to groundwater rights, reserved under
7 federal law, seek a priority date of September 25, 1936, for lands added to the Reservation in
8 1936, to water livestock and also to irrigate 1,500 acres of those lands.

9 8. The United States and Tribe also seek a water right, reserved under federal law, to
10 surface water from the Walker River for conservation storage in Weber Reservoir to irrigate 2,100
11 acres presently recognized by the Tribe's senior surface water right, and to irrigate another 3,856
12 acres of land within the Reservation. The United States seeks a priority date of April 15, 1936,
13 and the Tribe seeks a priority date of June 16, 1933 for the Weber Reservoir Conservation Storage
14 Right.
15

16 9. The United States and Tribe also seek a water right to groundwater, reserved under
17 federal law, for domestic, commercial, municipal and industrial purposes with a priority date of
18 November 29, 1859.

19 10. The United States and Tribe also seek a water right to groundwater, reserved under
20 federal law, to irrigate another 1,238 acres of land within the Reservation with a priority of
21 November 29, 1859.

22 11. Since 1936, the United States and the Tribe have operated and maintained Weber
23 Reservoir to store water decreed under the Tribe's senior surface water right, as well as additional
24 surface water from the Walker River whenever that water is available at Weber Reservoir.

25 12. Water from Weber Reservoir, which includes water regulated by it from the
26 Tribe's senior surface water right and additional available surface water that has been stored in
27
28

PROPOSED FINAL STIPULATION**07/13/23****CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 Weber Reservoir, has been used to irrigate the 2,100 acres of land recognized in the Walker River
2 Decree; plus 2,800 acres of pasture land with water delivered through the Walker River Indian
3 Irrigation Project facilities and 1,056 acres of pasture land with water delivered through a separate
4 diversion.

5 13. To the extent technology has made groundwater available, the Tribe and the
6 United States have used groundwater underlying the Reservation as it presently exists² for
7 irrigation, for domestic, commercial, municipal and industrial purposes and to water livestock.

8 14. The United States and the Tribe have historically used groundwater to irrigate
9 approximately 1,238 acres of land on the Reservation, which land is also a portion of the 2,800
10 acres of pasture land and the 1,056 acres of pasture land irrigated from Weber Reservoir as
11 referenced in Paragraph 12, above.

12 15. From the time lands were added to the Reservation beginning in 1918 and perhaps
13 before, the United States and Tribe have used springs on the Reservation to water livestock.

14 16. The historic operation of Weber Reservoir, use of groundwater underlying the
15 Reservation, and use of water from springs on the Reservation have not interfered with water use
16 outside of the boundaries of the Reservation.

17 17. The Parties consider this historic use of water on the Reservation described in
18 Recitals 11 through 15 above to be the status quo among them that serves as the foundation on
19 which to resolve the water right claims of the Tribe and the United States asserted in 1992, which
20 are the subject of this proceeding, and are described above.

21 18. The Parties have engaged in negotiations to resolve the foregoing water right
22 claims and have agreed to resolve them as set forth in this Conditional Stipulation.
23
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27 ² The Reservation as it presently exists is shown on Exhibit A attached hereto and made a part
28 hereof.

PROPOSED FINAL STIPULATION**07/13/23****CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING****STIPULATION**

1
2 NOW, THEREFORE, the Parties hereto, acting either individually or by and through
3 their respective counsel, stipulate and agree as follows:

RECOGNIZED WATER RIGHTS AND OBLIGATIONS

4
5 **1. Weber Reservoir Conservation Storage Water Right.** The Court may enter an
6 order and judgment amending the Walker River Decree to provide that the United States, as
7 Trustee for the Tribe, is adjudged and decreed to be the owner of the right to surface water from
8 the Walker River for storage in Weber Reservoir to its capacity whenever surface water available
9 at Weber Reservoir exceeds that required to meet the Tribe's senior surface water right and any
10 water right that has been changed to provide instream flow to Walker Lake. The United States
11 and Tribe may operate Weber Reservoir for purposes of regulating the Tribe's senior surface
12 water right and regulating and storing other available surface water as defined herein under this
13 Weber Reservoir Conservation Storage Water Right. The Reservoir's maximum storage capacity
14 is 13,000 acre feet of water. The priority date for this right is April 15, 1936. The water stored in
15 Weber Reservoir may be used for any purpose on the Reservation, including but not limited to
16 domestic, municipal, commercial, industrial, livestock, and irrigation purposes.

17
18 The Weber Reservoir Conservation Storage Water Right will be subject to administration
19 as provided in paragraph 4.A below. The Weber Reservoir Conservation Storage Water Right is
20 recognized as a federal reserved right, implied and created under federal law, which is not subject
21 to abandonment or loss, and which is held by the United States in trust for the Tribe.

22 **2. Groundwater Rights Underlying the Reservation.** The Court may enter an order
23 and judgment amending the Walker River Decree determining the scope, extent and priority of
24 groundwater rights held by the United States as Trustee for the Tribe as follows: (i) a primary
25 groundwater right of up to 641 acre feet annually for domestic, commercial, municipal and
26 industrial purposes and up to 36.3 acre feet annually for watering livestock, all with a priority
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PROPOSED FINAL STIPULATION

07/13/23

**CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 date of November 29, 1859; (ii) a secondary or supplemental groundwater right of up to 5,649
2 acre-feet annually to irrigate 939 acres of land shown on Exhibit B to this Stipulation when surface
3 water from the Weber Reservoir Conservation Storage Right is not sufficient for that purpose and
4 a primary groundwater right of up to 1,799 acre feet annually to irrigate 299 acres of land also
5 shown on Exhibit B to this Stipulation, all with a priority date of November 29, 1859; and (iii) a
6 primary groundwater right of up to 5,953 acre feet annually to irrigate 1,500 acres of land added
7 to the Reservation in 1936 with a priority date of September 15, 1936. The Groundwater Rights
8 decreed in this paragraph are recognized as federal reserved rights, implied and created under
9 federal law, which are not subject to abandonment or loss, and which are held by the United States
10 in trust for the Tribe. These groundwater rights will be subject to administration as provided in
11 paragraphs 4.B and 6 below.

12
13 **3. Water for Livestock Water Rights.** The Court may enter an order and judgment
14 amending the Walker River Decree determining the scope, extent and priority of groundwater and
15 spring rights held by the United States, as Trustee for the Tribe, as the right to use annually 13.0
16 acre feet of groundwater and/or spring water for watering livestock on the Reservation. The
17 priority dates for this right shall be based on the date the land on which the water source is located
18 was added to the Reservation in 1918, 1928, 1936, and 1972. These rights are federal reserved
19 rights, implied and created under federal law, which are not subject to abandonment or loss, and
20 which are held in trust by the United States for the Tribe. These rights will be subject to
21 administration as provided in paragraph 5 below.

ADMINISTRATION

4. Limited Priority Administration.

A. Weber Reservoir Conservation Storage Right.

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26 The Weber Reservoir Conservation Storage Right may not be enforced by priority in any
27 forum against any surface water right with a point of diversion or point of non-diversion upstream
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PROPOSED FINAL STIPULATION

07/13/23

**CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 of the Wabuska Gage and which is recognized in the Walker River Decree, or is recognized by a
2 permit issued by the Nevada State Engineer, or the California State Water Resources Control
3 Board and with a priority date prior to the date of this Stipulation. The Weber Reservoir
4 Conservation Storage Right may not be enforced by priority administration in any forum against
5 any groundwater right with a point diversion upstream of the Reservation and which is the subject
6 of a permit issued by the Nevada State Engineer and with a priority date prior to the date of this
7 Stipulation, or which was established under California law prior to the date of this Stipulation.
8 Provided, however, that this enforcement limitation by priority with respect to such surface water
9 rights and such groundwater rights shall not limit the ability of the United States and Tribe to
10 protect the Weber Conservation Storage Right from being adversely affected from non-
11 compliance with any other parameter of such surface and groundwater rights, including their point
12 of diversion, place of use, manner of use, season of use, flow rate and water duty.
13

14 B. Groundwater Rights Underlying Reservation.

15 The Groundwater Rights underlying the Reservation which have been determined in
16 paragraph 2 above may not be enforced by priority administration in any forum against any
17 surface or groundwater right. Provided, however, that this enforcement limitation by priority with
18 respect to surface water rights and groundwater rights shall not limit the ability of the United
19 States and Tribe to protect those groundwater rights from being adversely affected from non-
20 compliance with any other parameter of such surface and groundwater rights, including their point
21 of diversion, place of use, manner of use, season of use, flow rate and water duty.
22

23 **5. Water for Livestock Rights.** The water rights for watering livestock which have
24 been determined in paragraph 3 above, may be enforced by the Tribe or the United States in an
25 appropriate forum by priority administration against water rights within the hydrologic basin in
26 which the Reservation is located, Nevada Hydrologic Basin 110 (A) and 110 (B).
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PROPOSED FINAL STIPULATION**07/13/23****CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 **6. Administration of Groundwater Rights.** Neither the action resulting in the
2 Walker River Decree, nor this proceeding has involved a comprehensive adjudication of rights to
3 groundwater in the Walker River Basin. If in the future such an adjudication is undertaken in a
4 forum with jurisdiction over the United States and Tribe, the rights to groundwater recognized
5 and determined in paragraphs 2 and 3 of this Stipulation, shall be recognized and established as
6 provided therein for all purposes and may be administered by the forum which undertakes the
7 adjudication, subject to the enforcement limitations set forth in paragraph 4 of this Stipulation.
8 Until such a comprehensive adjudication takes place and is final, the administration of those
9 groundwater rights, if any, shall be by the Walker River Court directly and not by the Court's
10 appointed Watermaster.

11 **7. Finality.** The Parties agree that, with the Weber Reservoir Conservation Storage
12 Water Right and the Groundwater Rights underlying the Reservation recognized here, along with
13 the Tribe's senior surface water right, the Tribe holds no additional claims to water for the
14 Reservation as it presently exists that might be asserted under the jurisdiction reserved by the
15 Walker River Decree, and further that the United States and Tribe have had the opportunity to
16 assert and have asserted all claims to water for the Reservation under federal law as the
17 Reservation presently exists. The determination of the Water for Livestock Water Rights shall
18 not prevent the United States and Tribe from seeking additional rights to water livestock pursuant
19 to applicable state law, or pursuant to federal law for lands added to the Reservation after the date
20 this Stipulation is executed by the Parties. For purposes of the Stipulation, the Reservation as it
21 presently exists is shown in Exhibit A attached hereto and made a part of hereof. This Stipulation,
22 including this Paragraph 7, does not affect potential claims to water rights by the United States or
23 Tribe for any land authorized to be added to the Reservation by Section 2988 of the National
24 Defense Authorization Act for Fiscal Year 2023, Pub.L. No. 117-263, 136 Stat. 2395 which land
25 may or may not have been added to the Reservation at the time this Stipulation is executed by the
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PROPOSED FINAL STIPULATION

07/13/23

**CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 Parties. Nothing in this Paragraph 7 shall be construed as an agreement that claims for additional
2 water not barred by it will be or will not be within the reserved jurisdiction of Paragraph XIV of
3 the Walker River Decree.

4 **8. Cooperation Regarding Water Reserves.** Subject to the provisions of the
5 Walker River Decree as amended by this Conditional Stipulation, the Parties acknowledge and
6 agree that the State of Nevada, through its Nevada Division of Water Resources (NDWR), the
7 Tribe, and the United States as Trustee, each have an individual and joint responsibility for the
8 management of the water resources that extend through and between their respective sovereign
9 lands so as to not impair the interests of the other. The parties agree that the management and
10 administration of the shared water resources of the Walker River and all underground waters
11 require communication and cooperation, and the exercise of authority to manage the shared water
12 resources in a manner that seeks to maintain the resource, and to initially address any assertion of
13 impairment through consultation.

14
15 **9. Tribe Reports Concerning Groundwater.** The Parties agree that in connection
16 with the Groundwater Rights recognized in paragraph 2 of this Stipulation, the Tribe shall submit
17 to the Court a report on its known uses of its Groundwater Rights from the previous year. The
18 Tribe shall also submit a report of its known uses of its Groundwater Rights for the upcoming
19 calendar year, to the extent the Tribe anticipates such uses will exceed or represent a change in
20 place or manner of use from the prior calendar year. The Tribe’s report may include, to the extent
21 known, any anticipated groundwater development amount, consumptive use amount, points of
22 diversion, purposes and places of use of such anticipated groundwater use, and any other
23 information deemed by the Tribe to be significant. The Tribe’s report shall be made to the Court
24 prior to the annual hearing held to consider and approve the annual plan of distribution and budget
25 for administering the Walker River Decree.
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PROPOSED FINAL STIPULATION**07/13/23****CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

1 **10. Water Resource Meetings.** At any time, any one or more of the Governmental
2 Parties to this Stipulation, (the United States, Tribe, Nevada Department of Wildlife, Walker
3 River Irrigation District [Mono County, Lyon County and California State Agencies]) may
4 request a meeting to consider water resource issues of the Walker River Basin which are related
5 to the Walker River Decree, as amended by the Court's approval of this Stipulation. Upon receipt
6 of such a request, the Governmental Parties shall meet and confer within ___ days of notice of
7 the request, which notice shall specify the reasons for the request and a time and place for the
8 meeting. At the meeting, the Governmental Parties shall meet and confer in good faith regarding
9 the disposition of the request, including but not limited to seeking funding to wholly or partially
10 mitigate any such resource issue.

11 **11. Severability.** The provisions of this Stipulation are not severable, and in the event
12 that this Stipulation is not approved by the Court without changes, it shall be deemed withdrawn
13 without prejudice to any claims or contentions which may have been made or may be made in
14 this proceeding by any Party, and it shall not be admissible as evidence or in any way described
15 or discussed in any proceeding subsequent to any non-approval as described in this paragraph.

16 **12. Support By All Parties.** The Parties to this Stipulation shall support approval of
17 its terms by the Court.

18 **13. Nonbinding If Failure.** If the Court does not approve this Stipulation as provided
19 in Paragraph 11 above, no Party to this Stipulation shall be determined to be bound by any
20 provisions or agreements reached and described herein.

21 **14. Construction And Precedent.** The Stipulation represents a compromise of the
22 Parties. Except as expressly set for herein, the provisions of this Stipulation shall not be construed
23 as or deemed to be precedent by any Party or the Court with respect to any issue, principle, or
24 interpretation, or application of law and regulations for any purpose, or in connection with any
25 proceeding before a court of law, or any state or federal government regulatory body.
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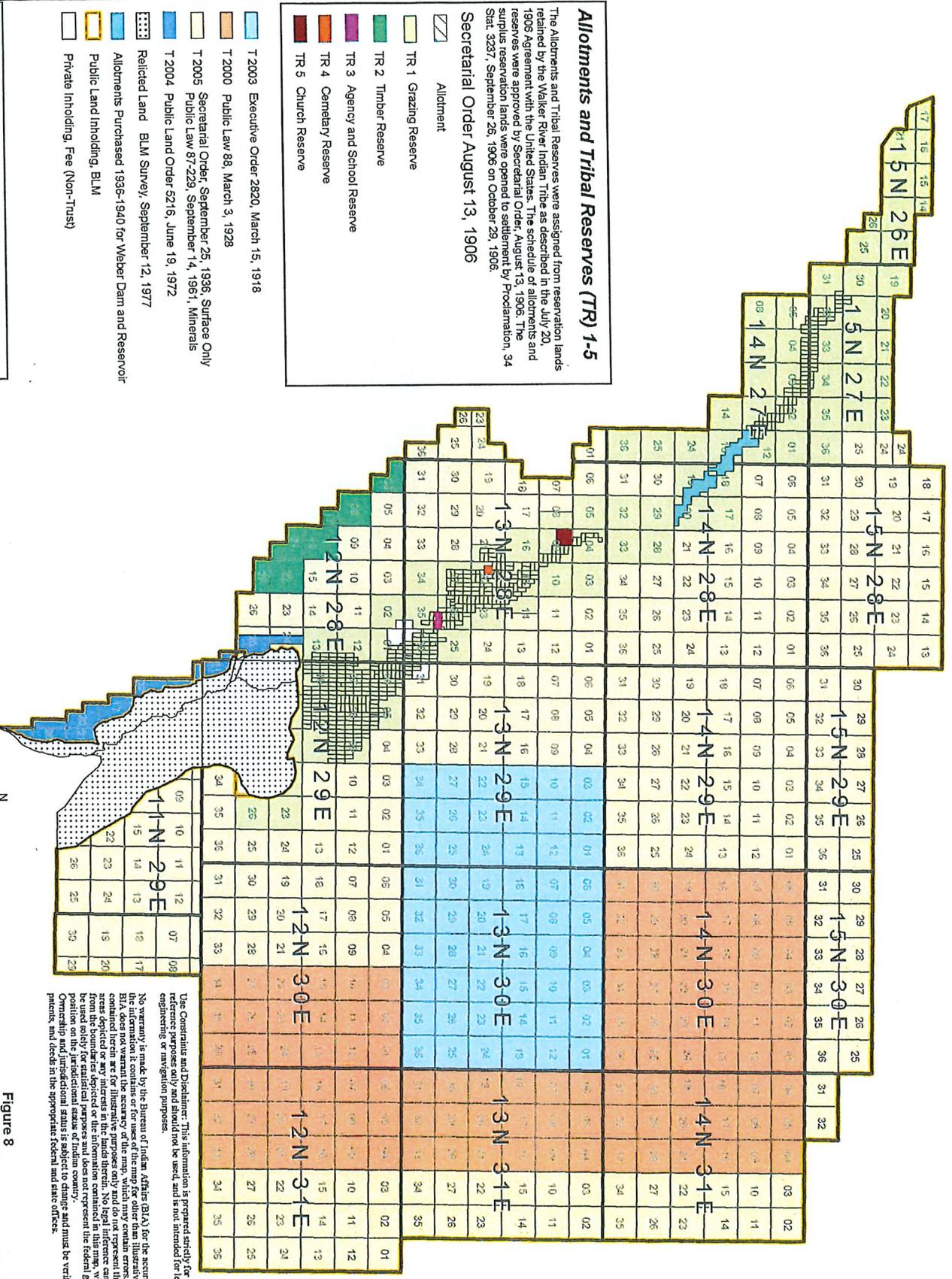
PROPOSED FINAL STIPULATION

07/13/23

**CONFIDENTIAL SETTLEMENT COMMUNICATION
INADMISSABLE IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING**

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15. **Counterpart Execution.** This Stipulation may be executed in counterparts or via
facsimile or electronic scanning.



Sources: BIA, BLM, PLSS, CadNSD, ESRI, USGS
 Map Projection: UTM NAD 83 Zone 11
 Map Compiled by Bureau of Indian Affairs, Western Region, June 2020

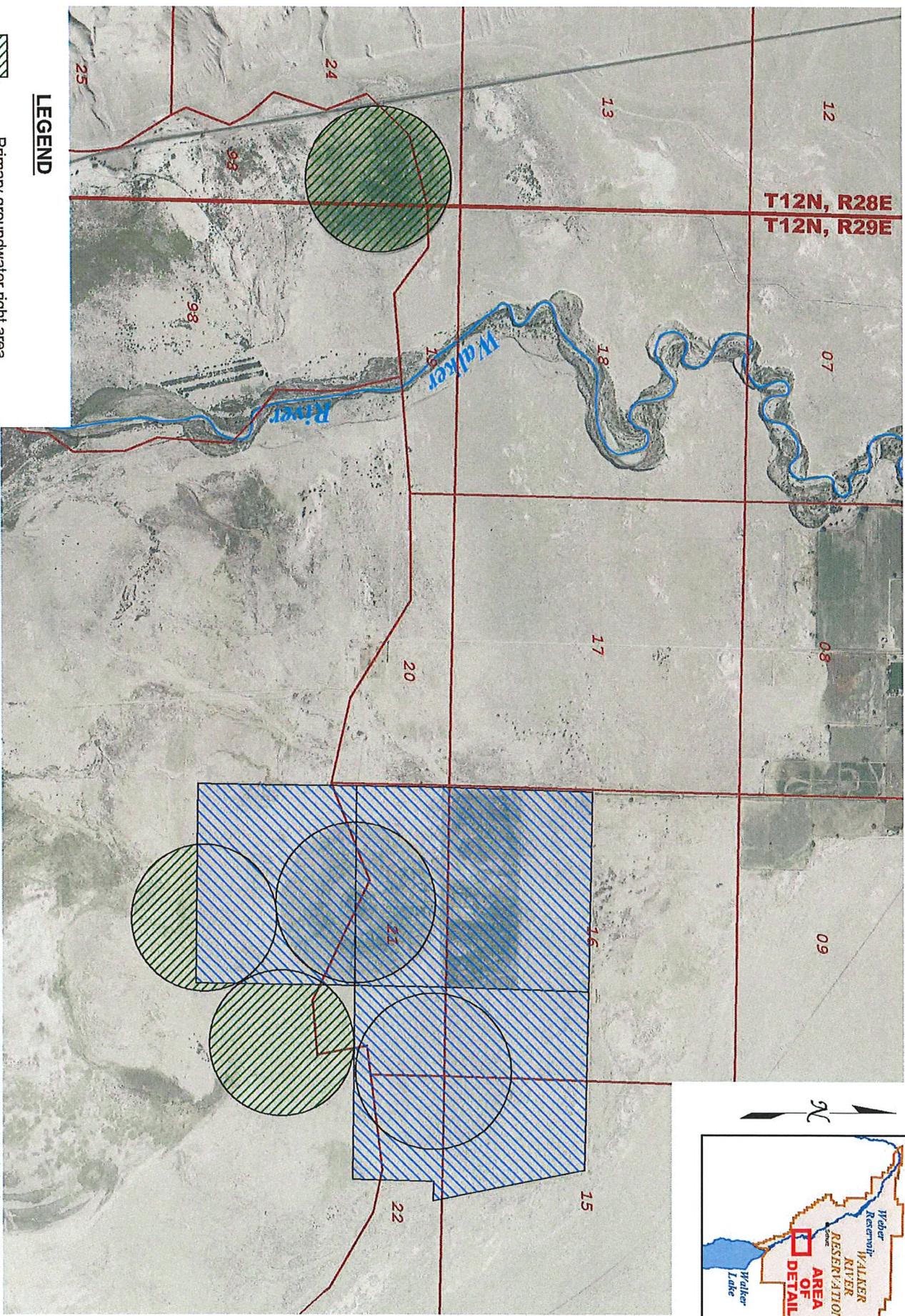


Figure 8
 Current Walker River Indian Reservation
 Land Status Map - 6/18/2020

The Contractor and Disclaimers: This information is prepared strictly for illustrative and reference purposes only and should not be used, and is not intended for legal, survey, engineering or navigation purposes.

No warranty is made by the Bureau of Indian Affairs (BIA) for the accuracy of this map and the information it contains or for any of the uses to which it may be put. The information contained herein is for illustrative purposes only and do not represent the legal status of the acres depicted or any interests in the lands therein. No legal inference can or should be made from the boundaries depicted or the information contained in this map, which is intended to be used solely for statistical purposes and does not represent the Indian governments position on the jurisdictional status of the lands. The information is subject to change and must be verified with plat books, previous and deeds in the appropriate federal and state offices.

EXHIBIT B



T12N, R28E
T12N, R29E

LEGEND

-  Primary groundwater right area (299 ac)
-  Secondary or supplemental groundwater right area (939 ac)

Aerial Photo Source: National Agriculture Imagery Program (NAIP), Farm Service Agency (FSA), United States Department of Agriculture (USDA), taken 2006



June 2023



RESOLUTION

OF THE LYON COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVING THE CONDITIONAL STIPULATION in the United States of America and Walker River Paiute Tribe v Walker River Irrigation District, Case No. 3:73-cv-00127-MMD, in the United States District Court for the District of Nevada, approving the Plaintiffs' and Principal Defendants' Conditional Stipulation Resolving The Water Right Claims of the Walker River Paiute Tribe And The United States Of America in the litigation captioned the *United States of America and Walker River Paiute Tribe v Walker River Irrigation District*, Case No. 3:73-cv-00127-MMD, in the United States District Court for the District of Nevada (the "Tribal Water Rights Litigation")

Recitals:

WHEREAS, on April 15, 1936, the United States District Court of Nevada entered its final decree adjudicating the water rights to the surface water flows of the Walker River, including those asserted by the United States for the Tribe's benefit on the Walker River Indian Reservation (the "Reservation"). Following appeal and decision, *United States v. Walker River Irr. Dist.*, 104 F.2d 334 (9111 Cir. 1939), the Court's final decree was amended on April 24, 1940 to conform to the mandate of the Ninth Circuit Court of Appeals (the "Walker River Decree").

WHEREAS, through the Walker River Decree, the Court decreed to the United States in trust for the Tribe, the right to 26.25 cfs of surface water from the Walker River with a priority date of November 29, 1859 to irrigate 2,100 acres during a 180-day irrigation season on the Reservation.

WHEREAS, on March 18, 1992, the Tribe asserted rights to the waters of the Walker River in the Tribal Water Rights Litigation, in addition to those recognized in the Walker River Decree, as well as rights to groundwater underlying the Reservation. On December 15, 1992, the United States filed claims in the Tribal Water Rights Litigation asserting water rights similar to those asserted by the Tribe.

WHEREAS, since 1992, the Tribe and the United States have amended their water right claims for and on behalf of the Tribe several times.

WHEREAS, on May 3, 2019, the United States' Detailed Statement of Water Right Claims on Behalf of the Walker River Paiute Tribe was filed in the Tribal Water Rights Litigation and was joined in by the Tribe.

WHEREAS, counsel for the Walker River Irrigation District, the Nevada Department of Wildlife, the United States and the Tribe have reached an agreement to resolve and settle the claims of the United States and Tribe being asserted in the Tribal Water Rights Litigation for the benefit of the Tribe and its Reservation through the implementation of a proposed Conditional Stipulation Resolving The Water Right Claims of the Walker River Paiute Tribe And The United States Of America (the "Stipulation").

WHEREAS, a true and correct copy of the proposed Stipulation is attached to this Resolution as Exhibit A.

WHEREAS, the Walker River provides significant economic benefit to Lyon County and is critical to the agricultural interests and all of the residents and communities in Lyon County.

WHEREAS, Lyon County has been involved in the Tribal Water Rights Litigation since its inception and Lyon County will benefit if this Litigation is resolved in a manner that protects Lyon County's interests and the agricultural interests.

NOW, THEREFORE, BASED ON THE FOREGOING, IT IS HEREBY RESOLVED by the Lyon County Board of County Commissioners, that:

A. The proposed Stipulation in the Tribal Water Rights Litigation attached to this Resolution is hereby approved by Lyon County;

B. Legal Counsel for Lyon County, in consultation with the County Manager, is hereby authorized to enter into and execute and file or submit for filing a final version of the Stipulation on behalf of Lyon County, based substantially on the terms of the proposed Stipulation attached hereto as Exhibit 1;

C. Legal Counsel for Lyon County, in consultation with the County Manager, is hereby authorized to take all other reasonable actions on behalf of Lyon County as may be necessary to implement the Stipulation resolving the claims of the United States and Walker River Paiute Tribe for the Walker River Indian Reservation as provided by the Stipulation, including any necessary modifications to the Walker River Decree.

PASSED, ADOPTED and APPROVED this 21st day of September, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Attest:

Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

18.a

Subject:

For Possible Action: Approve purchase of Central Ballot Scanning System with shipping in the amount not to exceed \$28,859.00 to be funded from a budget transfer from General Fund contingency.

Summary:

Purchase of a ballot scanner which tabulates paper ballots to increase the number of ballots scanned and adjudicated on election day. We currently have two of the ballot scanners purchased in 2017, at which time was a minimum purchase of equipment to process paper ballots during COVID. Since that time the use of paper ballots have increased along with our county population to show the need for additional processing equipment. Both units are heavily relied upon for paper ballot processing and we have no back up in the event one was to experience mechanical issues, so a backup is needed. State has funds to reimburse the cost of this unit under unused funds allocated by the Interim Finance Committee.

Financial Department Comments:

This should be reimbursed from a State grant. Unfortunately the State does this one retroactively, so we should authorize contingency as the funds aren't guaranteed.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve purchase of Central Ballot Scanning System with shipping in the amount not to exceed \$28,859.00 to be funded from a budget transfer from General Fund contingency.

ATTACHMENTS

- - [Ballot Scanning](#)

Here are links to some materials that may be helpful.

Note: Dell computer and Canon scanner are off the shelf products. These are not considered “election” equipment until the certified D Suite firmware is installed.

- Canon 2140 (scanner) User Manual: <https://www.dropbox.com/scl/fo/em5tsqxly1k7uyppf8squn/h?rlkey=9jfvyksbkz6kgf9zf8pj8rode&dl=0>
- Dell Optiplex 5270 All In One (computer) specifications: <https://www.dropbox.com/scl/fo/em5tsqxly1k7uyppf8squn/h?rlkey=9jfvyksbkz6kgf9zf8pj8rode&dl=0>
- Federal Certification for D Suite 5.17 system: <https://www.eac.gov/voting-equipment/democracy-suite-517>
 - DVS D Suite 5.17 Test plan : https://www.eac.gov/sites/default/files/voting_system/files/Dominion%20Voting%20Systems%20D-Suite%205.17%20Test%20Plan-Rev.%2001.pdf
 - Beginning on Page 9 (of 55), discusses ICC software and hardware. The lines below are relevant to the ICC in the quote.



August 24, 2023

Lyon County, NV

Q00010330

Prepared by:
Christy Kurowski
christy.kurowski@dominionvoting.com

Budgetary Quote

Product/Service	Description	Qty	Unit Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware				
	ImageCast Central Kit - G2140	1	\$27,500.00	\$27,500.00
			Sub-Total	\$27,500.00
Consumables/Parts				
	Ink Cartridge - ICC Black Imprinter	1	\$42.90	\$42.90
	Imprinter Mechanism - DR-G2140	1	\$616.00	\$616.00
			Sub-Total	\$658.90
Estimated Shipping				
	Shipping (estimated)	1	\$700.00	\$700.00
			Sub-Total	\$700.00

Total Purchase Sub-Total **\$28,858.90**

Year 1 Purchase Total **\$28,858.90**

Annual Licenses				
	ImageCast Central Annual Firmware License - G2140	1	\$2,575.00	\$2,575.00
			Sub-Total	\$2,575.00

Annual Warranties				
	ImageCast Central Annual Hardware Warranty - G2140	1	\$1,500.00	\$1,500.00
			Sub-Total	\$1,500.00

Annual Fees **\$4,075.00**

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.
Annual warranties are optional. Consumable items are available for return 30 days from delivery.

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

19.a

Subject:

For Possible Action: Approve the August 28, 2023 Code Enforcement Workshop Minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [August 28, 2023 Minutes](#)

Board of County Commissioners

Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, August 28, 2023 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, Commissioner Scott Keller, Commissioner Robert Jacobson, and Commissioner Tammy Hendrix

Via Zoom: Vice-Chair Wes Henderson

Staff Present: County Manager Andrew Haskin, District Attorney Steve Rye and Deputy District Attorney Ilyssa Fogel, Community Development Director Louis Cariola, Code Enforcement Officer Michael Johnson

2. Pledge of Allegiance

3. Public Participation

Jim Denning expressed the questions he had with red tag, transients, speeding vehicles and, access to farm roads. He questioned who is in charge of the golf course and maintenance.

Jimmy Richards expressed his concern of health and welfare of the area in which he lives. It could be a fire hazard and requested Code Enforcement review the area.

4. For Possible Action: Review and Adoption of Agenda

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

5. Workshop

5. a. A Workshop of the Lyon County Board of Commissioners to review and discuss current Code Enforcement regulations and processes and potential amendments to both. No action will be taken.

Community Development Director Louis Cariola gave a presentation of code enforcement. He gave an overview of code enforcement issues, compliance with code, prioritizing and expectations of cases, pictometry aerial imaging, challenges with code, process and associated challenges, process recommendations, proposed penalty and compliance structure, and administrative goals.

The Commissioners shared with staff their questions and concerns if reporting is confidential, jurisdiction, mental health awareness and Human Services support, assessment and process, criminal prosecution and confidentiality, nonuse of drones, citation authority, compliance letters, possible fines, appeal process, waving of fees, lien on properties, and the hearing and appeal process.

Comm. Hockaday asked for public participation.

Public Participation:

Patsy Soukup asked if there are multiple offenses is it per property.

Louis Cariola answered it could be by offenses and to focus on the worse offences and exercise discretion in identifying which offenses are serious.

Jimmy Richards has a concern with property maintenance code and the empty lots with large weeds and the fires that could be started.

Jim Denning wants to know who is responsible for the golf course and keeping it maintained. He gave his recommendation for process. He asked if Code Enforcement takes the entire property into consideration when assessing or if they are only looking at the front yards. He also asked if Code Enforcement is allowed to go in if its red tagged to make assessments.

Louis Cariola said he's not aware of any provision that Code Enforcement would only be concerned with the front yards. The Code Enforcement does not walk through red tagged homes due to safety.

Andrew Haskin stated a warrant would be needed to go through a residence that has been red tagged.

Jim Denning said there are people living in travel trailers and motor homes. Transient people in the community are a nuisance and concern.

Melinda Cash voiced concern with anonymous calls and she is directed to a form that asks for her name and phone number and asked if staff is aware it is anonymous.

Andrew Haskin stated they are asked to fill out a form and although keeping it anonymous can create some challenges, it is necessary for the court process but it is not shared with the resident.

Michael Johnson stated it is probably the neighbor who is assumed to have made the complaint because of the interactions or conversation on the street.

District Attorney Steve Rye reviewed the anonymous process and that Lyon County can be the reporting party to keep the anonymous status.

Betty Retzer asked if RV complaints within a HOA go to the HOA or Lyon County Code Enforcement. She is concerned with safety and a rodeo in her neighborhood.

Louis Cariola stated the County Code Enforcement would apply and also contact the HOA.

Michael Hawkins recommended for Lyon County to have more forums for the public awareness.

Melinda Cash reported of an incident that it was revealed a woman made the complaint and recommended it be refreshed with staff.

Louis Cariola stated public comment engagement would be best at the time of the ordinance adoption and also at the Planning Commission meeting.

Comm. Hockaday asked for the Advisory Boards to also be made part of the process.

Jim Richards stated that VIP program with the sheriff's office could be a helpful resource.

~~Comm. Keller got up from his chair and walked to the District Attorney Steve Rye and asked a question.~~

~~Comm. Hockaday stated his concern that the meeting is in session and the statements should be made part of the record.~~

~~Comm. Keller then stated he is still in the room.~~

~~Comm. Hockaday commented that private conversations cannot take place during a public workshop.~~

~~Comm. Keller came back to his seat and stated his comment was to the District Attorney and who could be included to review the code.~~

~~District Attorney Steve Rye stated for the record Comm. Keller asked him if he is able to ask about a task force. He answered there are several entities or agencies that deal with them such as fire Districts, DA, State and local agencies for a task force.~~

Comm. Keller got up from the dais and walked to the District Attorney Steve Rye to ask a question.

Comm. Hockaday expressed concern that because the meeting is in session, the statements between Comm. Keller and DA Rye should be public and made part of the record.

Comm. Keller came back to his seat and stated his question was related to whether he could publicly discuss the task force that was discussed prior to COVID and whether it would be appropriate to bring it up in the workshop.

District Attorney Steve Rye stated for the record Comm. Keller asked him if he was able to ask about a task force. DA Rye stated that the task force is something that staff has discussed. At one time, there were meetings that involved several entities or agencies that deal with code enforcement agencies. DA Rye said that involving other entities, agencies and private groups would continue and is beneficial to the code enforcement process.

Comm. Hockaday agreed the task force could be beneficial.

Comm. Henderson does not want a process in an anonymous tip because it should be open. Letters should be sent out by staff that made the observations.

Louis Cariola reviewed the letter process and it is passive language but staff can further implement the suggestions. The draft of the proposed ordinance changes will begin. He will begin a review process to go to the Advisory Board, Planning Commission and then the Board of Commissioners.

Comm. Keller asked for clarification on who pays for the fines, the current property owner or the buyer.

Comm. Hockaday wanted as many boards or entities to be included in the review process as possible.

6. Commissioner Comments

Commissioners thanked staff for the workshop.

7. Public Participation

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

8. Adjourn

Meeting was adjourned at 11:21 a.m.

LYON COUNTY BOARD OF COMMISSIONERS

DAVE HOCKADAY, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

19.b

Subject:

For Possible Action: Review and adopt a resolution supporting the City of Fernley's litigation related to the Truckee Canal.

Summary:

This is a resolution supporting the City of Fernley in its litigation related to the Truckee Canal. This resolution affirmatively declares that:

1. The City of Fernley and its residents have properly established a right to continued recharge from the Truckee Canal under Nevada law;
2. The EIS prepared by Reclamation is deficient in numerous respects and does not comply with the language or intent of the National Environmental Policy Act and the regulations implementing said Act;
3. The repayment contract between Reclamation and TCID should be declared invalid as requested by the City of Fernley; and
4. Because the City of Fernley and its residents have been irreparably harmed by the construction of the Phase 1 project, they should not be required to pay any assessments to TCID to reimburse Reclamation for the cost of the project.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Adopt a resolution supporting the City of Fernley's litigation related to the Truckee Canal.

ATTACHMENTS

- [- Resolution Supporting the City of Fernley](#)

**A RESOLUTION SUPPORTING THE CITY OF
FERNLEY’S LITIGATION RELATED TO THE TRUCKEE CANAL**

WHEREAS, the Truckee Canal is a vital component of the Newlands Project that is owned by the United States Bureau of Reclamation (“Reclamation”) and operated by the Truckee Carson Irrigation District (“TCID”);

WHEREAS, construction of the Truckee Canal was completed in 1905;

WHEREAS, the purpose of the Newlands Project was to encourage the creation and settlement of towns and cities within the project area;

WHEREAS, in keeping with this purpose, the Town of Fernley was established adjacent to the Truckee Canal in 1905 and was later incorporated as the City of Fernley in 2001;

WHEREAS, the Truckee Canal was constructed as an open, unlined ditch which allowed water to seep into and recharge the Fernley aquifer;

WHEREAS, pursuant to the Orr Ditch Decree, the Truckee Canal was intended to be a permanent facility for supplying water “to the inhabitants of cities and towns on the project and for domestic and other purposes;”

WHEREAS, the recharge from the Truckee Canal supplies the vast majority of the water in the Fernley aquifer;

WHEREAS, the Nevada State Engineer recognized that recharge from the Truckee Canal was “water available for appropriation” under Nevada’s water law when he issued permanent municipal groundwater permits to the City of Fernley and authorized domestic wells to be drilled in reliance upon the recharge water;

WHEREAS, on January 6, 2008, due to a lack of regular maintenance, the Truckee Canal suffered a catastrophic breach flooding approximately 590 homes in the City of Fernley;

WHEREAS, the City of Fernley spent years working with Reclamation to ascertain the best long-term solution to fix the Canal;

WHEREAS, several cost-effective and reliable alternatives were identified which would prevent future levee breaks while still allowing the recharge of the groundwater aquifer to continue;

WHEREAS, in 2015, Reclamation began the process to develop an Environmental Impact Statement (“EIS”) to evaluate project alternatives;

WHEREAS, the City of Fernley was invited by Reclamation to participate in the EIS process as a cooperating agency;

WHEREAS, in 2017, without explanation, Reclamation stopped holding meetings with the City of Fernley to discuss and review project alternatives;

WHEREAS, during the EIS process Reclamation refused the City of Fernley's numerous requests to use the Desert Research Institute's ("DRI") Fernley Groundwater Model to evaluate the impacts that various project alternatives might have on the Fernley groundwater aquifer; and

WHEREAS, in December of 2018, Reclamation provided Fernley with an "administrative draft" of the EIS which only included and evaluated project alternatives that would line the Truckee Canal with an impermeable barrier thereby cutting off the historic groundwater recharge;

WHEREAS, because Reclamation refused to do so, Fernley commissioned a report using the DRI groundwater model which showed that lining the Truckee Canal will result in significant groundwater declines impacting both the City's municipal water wells and individual domestic wells and could cause as many as 71% of domestic wells in the area to fail;

WHEREAS, in October 2020, Reclamation, over Fernley's objection, issued its final EIS which, like the draft EIS, (1) did not include or evaluate any of the more cost-effective non-lining alternatives, (2) failed to use the DRI groundwater model to study the impacts of each alternative on the groundwater aquifer, (3) did not include a discussion on potential mitigation actions Reclamation could take to lessen impacts to the aquifer; and (4) failed to discuss other environmental impacts from lowered groundwater levels like land subsidence, lowered of water quality, and the loss of phreatophyte vegetation;

WHEREAS, in December 2020, Reclamation issued its Record of Decision ("ROD") adopting the final EIS and implementing the preferred alternative of lining the Truckee Canal through the entire 12.7-mile stretch where it passes through Fernley;

WHEREAS, Reclamation is moving forward with Phase 1 of the project which includes lining 3.5 miles of the canal immediately adjacent to the City of Fernley;

WHEREAS, to pay for the \$35 million cost of the Phase 1 project Reclamation entered into a repayment contract with TCID that obligates the City of Fernley and other Newlands Project water users to pay for the project via assessments on their Newlands Project water rights;

WHEREAS, TCID has imposed the requisite assessments on the City of Fernley and its residents without apportioning the assessments relative to benefits received as required by Nevada law;

WHEREAS, the TCID Board of Directors made the decision to construct the Phase 1 project by shutting down the entire Truckee Canal for a 1-year period rather than constructing the project only during the non-irrigation season over a 3-year timeframe which would have continued water deliveries to water users in Fernley and allowed the aquifer to recharge during the irrigation season;

WHEREAS, TCID’s decision to shut down the Truckee Canal for an entire year has resulted in major groundwater level declines which would otherwise not have occurred;

WHEREAS, TCID’s decision to shut down the Truckee Canal for an entire year had caused the City of Fernley and its residents irreparable harm by requiring the fallowing of previously irrigated pastures, causing numerous well failures, and allowing the concentration of harmful minerals and other constituents with the aquifer; and

WHEREAS, since February of 2021, the City of Fernley has initiated and been involved in litigation challenging: (1) the sufficiency of Reclamation’s EIS, (2) the validity of their payment contract, and (3) the assessments imposed by TCID on the City of Fernley and its residents; now, therefore, be it

RESOLVED, that the Lyon County Board of County Commissioners supports the City of Fernley in its litigation related to the Truckee Canal and affirmatively declares that:

1. The City of Fernley and its residents have properly established a right to continued recharge from the Truckee Canal under Nevada law;
2. The EIS prepared by Reclamation is deficient in numerous respects and does not comply with the language or intent of the National Environmental Policy Act and the regulations implementing said Act;
3. The repayment contract between Reclamation and TCID should be declared invalid as requested by the City of Fernley; and
4. Because the City of Fernley and its residents have been irreparably harmed by the construction of the Phase 1 project, they should not be required to pay any assessments to TCID to reimburse Reclamation for the cost of the project.

Adopted this ____ day of _____, 2023

Ayes: _____

Nays: _____

Abstentions: _____

Absent: _____

Board of Commissioners of Lyon County

By: Chairman

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 21, 2023

Agenda Item Number:

19.c

Subject:

For Possible Action: Review and discuss draft lands bill map and provide direction to the County Manager on what should be included in a Lyon County Lands Bill.

Summary:

Financial Department Comments:

Lyon County is estimated to have a reduction of approximately \$2.87 per acre in PILT funding for every acre transferred out of federal ownership. There is a potential for increases in property tax revenue dependent upon private development.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Provide direction to the County Manager on what parcels of land should be included in a Lyon County Lands Bill.

ATTACHMENTS

- - [Lyon County Land Requests Map](#)
- - [Fernley TRI 2 Map](#)

Legend

- Fairground
- Repeater
- Water Tank
- US Highway
- State Highway
- River
- Lyon County Parcels
- Fernley City Limits
- State Lands²
- County Boundary

Land Ownership and Management¹

- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Reclamation
- Forest Service
- Nevada State
- Private

Carson River Mercury Superfund Site³

- Site Boundary - OUI
- Site Boundary - OUII

Proposed Municipal Conveyances⁴ (6,050 total acres)

- Lyon County Proposed Conveyances (2,632 acres)
- Lyon County Possible Future Conveyances (3,418 acres)

Carson City BLM's Draft Resource Management Plan Alternative A

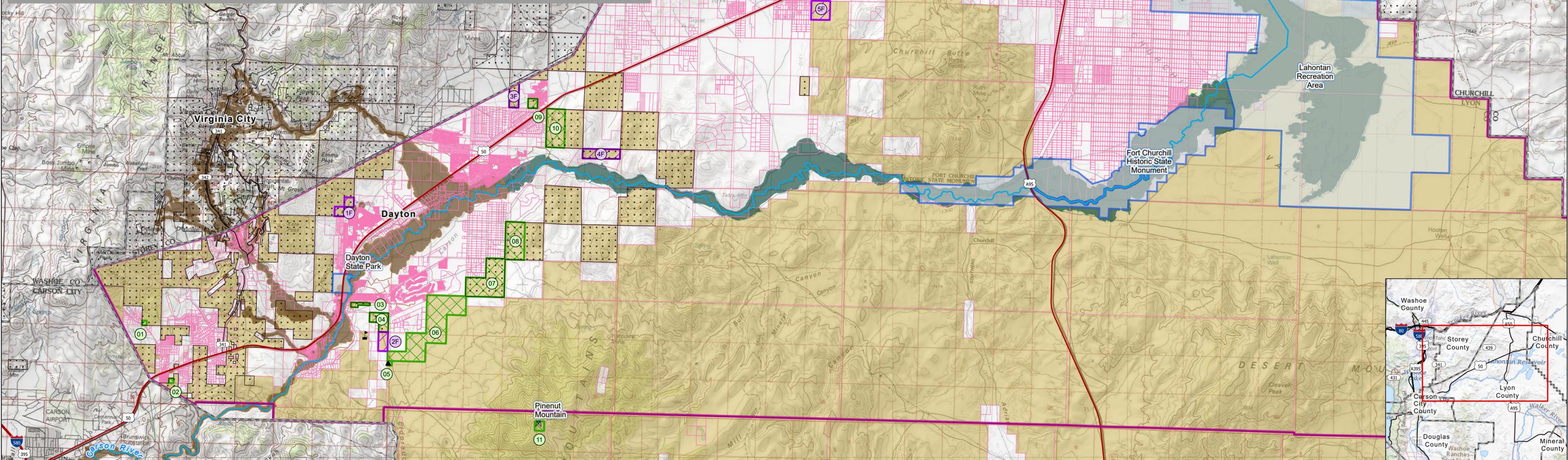
- BLM Lands Currently Identified as Suitable for Disposal

Fire Districts

- Central Lyon County Fire Protection District
- Mason Valley Fire Protection District
- North Lyon County Fire Protection District
- Smith Valley Fire Protection District

Index Number	APN Number	Total Parcel Acreage	Total Requested Acreage	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	921	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	7	No	Repeater Tower	Proposed Conveyance
12	018-342-03	28	28	Yes	Infrastructure - Park or Other	Proposed Conveyance
13	021-431-01	5,135	1	No	Repeater Tower	Proposed Conveyance
14	021-441-91	5,610	325	Yes	Fernley Landfill	Proposed Conveyance
Total:			2,632			

Index Number	APN Number	Total Parcel Acreage	Total Requested Acreage	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
Total:			3,418			



Notes:

- BLM Surface Management Agency, published 2021
- Nevada State Lands, published 2020
- EPA, ESRI Services
- Boundaries follow BLM 2021 PLS boundaries. Repeater sites match existing BLM lease area. Quarter Quarter containing the lease has been drawn for visualization purposes.

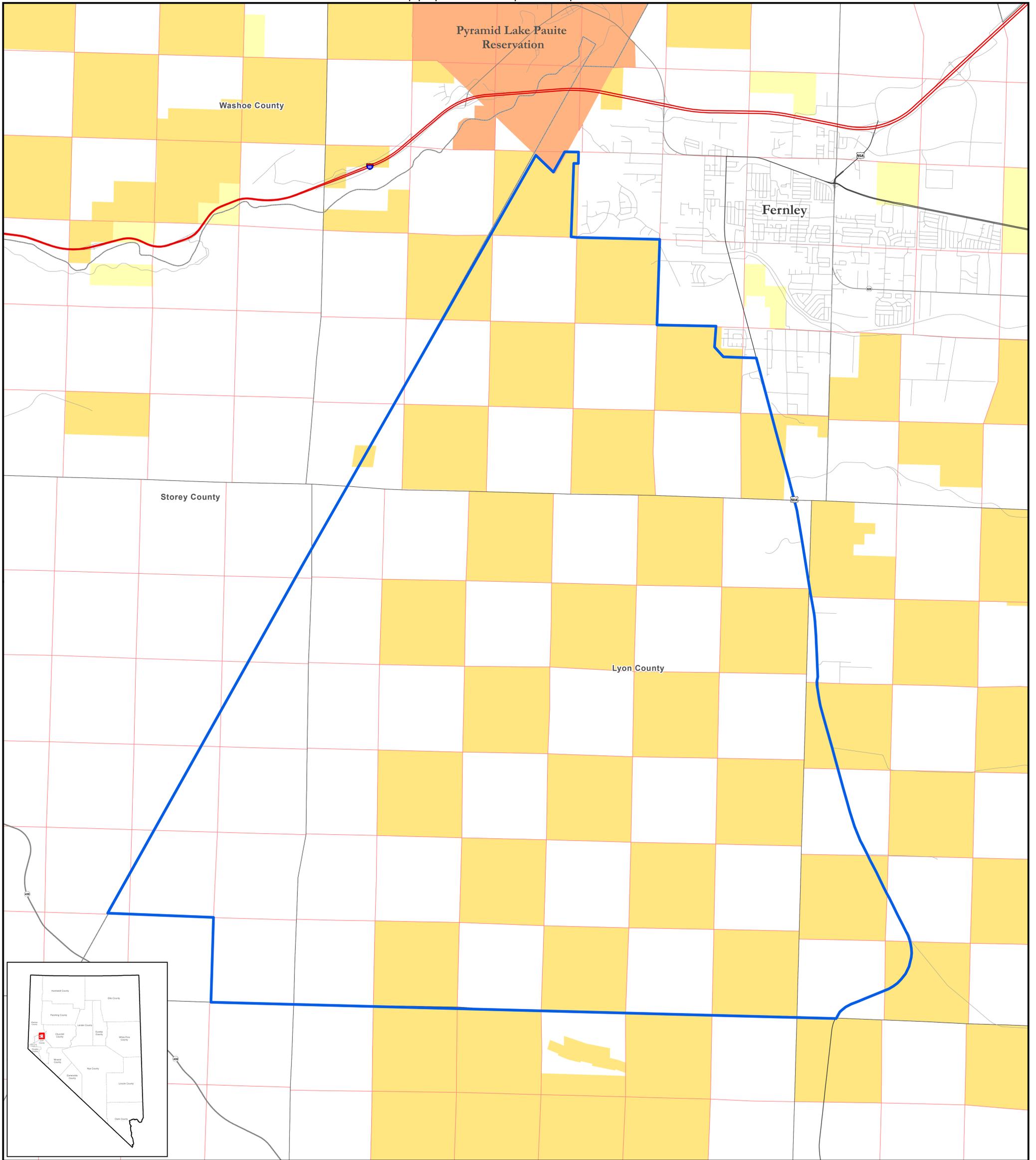
Working Map - Preliminary Land Transfer Requests
 Conceptual Lyon County Lands Bill
 As of September 13, 2023

Scale: 0 1.2 2.4
 1 Inch = 1.2 Miles

Fernley Economic Development Map

October 6, 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

Fernley Land Conveyance 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



Erin Lopez <elopez@lyon-county.org>

Re BOCC Agenda Item 19c

1 message

James Kinninger <jameskinninger6@gmail.com>
To: County Clerks <countyclerks@lyon-county.org>
Cc: Andrew Haskin <ahaskin@lyon-county.org>

Tue, Sep 19, 2023 at 7:33 PM

Please include this for Thursday's BoCC meeting.

Dear County Commissioners,
Regarding Item 19c, Lyon County Lands Bill, on this coming Thursday's agenda, I encourage you to support the County Manager's proposal to split the County Lands Bill. Go ahead with the North County & Fernley.
Of course, the below vetting criteria will need to be address by RCI before any proposal can get any traction.
Thank you,
Jim Kinninger
87 Pinon Dr
Wellington, NV 89444

 cid:E5C91982-2B20-4251-BCD6-CF2D0CAA2D44.pdf
39K

Vetting Criteria for New Lands Bill Proposals and Existing Proposals Not Introduced in the Senate in Previous Congresses

It is important for members of the Congressional Delegation to thoroughly vet and consider proposed legislation in order to have an appropriate local coalition supporting the proposal, as well as the support within their caucus to ensure the legislation can pass. Bipartisan support, when possible, is preferred.

- Proposals should be derived at the County level. Lands bills proposed by individual municipalities or private entities are unlikely to include all regional interests and may have difficulty finding support within the caucus.
- Proposals should demonstrate and include robust stakeholder input, including municipal, conservation, tribal, and other relevant local stakeholders (such as local federal or state agency officials), as appropriate. Proposal proponents should also demonstrate how they have performed robust stakeholder and community engagement.
- Proposals that include, or are built around land conveyances for economic development, should be based on economic necessity supported by an appropriate economic analysis that expresses local need and economic growth expectations.
- Parcels proposed for conveyance for economic development should be assessed for economic value and support from the affected community.
- Proposed actions concerning public lands should be evaluated in advance for its existing use, claims, or permits, along with any change that an action may have on existing natural resources and impacts to wildlife and the environment.
- Proposals should include an assessment of actions that would impact or modify existing public law or public policy, or any impacts affecting existing state engagement and interest on federal public lands.
- Proposal proponents shall accompany their proposal with a summary and section-by-section describing the rationale for including all provisions and which impacted stakeholders are requesting each provision or proposed action.

PRESS RELEASE

For Immediate Release

September 19, 2023

For More Information Contact:

Don Henderson

Resource Concepts, Inc.

don@rci-nv.com

(775) 781-2059

Participate in the Community Wildfire Protection Plan

The two-hour public workshops are scheduled to occur at the following locations and times.

Smith Valley Fire Protection District. From 6:00 to 8:00 pm on Tuesday, October 10 located at 1 Hardie Lane, Smith, NV.

Mason Valley Fire Protection District. From 6:00 to 8:00 pm on Wednesday, October 11 located at 118 South Main Street, Yerington, NV.

North Valley Fire Protection District. From 6:00 to 8:00 pm on Monday, October 23 located at 195 East Main Street, Fernley, NV.

Central Lyon Fire Protection District. From 6:00 to 8:00 pm on Wednesday, October 25 located at 246 Dayton Valley Road, Suite 105, Dayton, NV. *Wildfire hazards in the communities of Mound House, Dayton, Dayton Valley, Mark Twain, Stagecoach, Silver City, and Silver Springs will be discussed at this workshop.*

The Draft CWPP and project updates are also available at XX(i.e., web address)XX.

The deadline to submit comments on the Draft CWPP is November 16, 2023. The CWPP will be completed by the end of 2023.

Thank Taylor Allison