



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, AUGUST 20, 2026**

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.

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

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

1. Roll Call

2. Invocation - *given by Mitch Forster of New Hope Bible Fellowship*

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be*

limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

5. For Possible Action: Review and adoption of agenda

6. Presentation of awards and/or recognition of accomplishments

- 6.a For Presentation Only: Present Deputy Benjamin Beck from the Lyon County Sheriffs Office and Lt. Kyle Day with Nevada Department of Corrections with the Lyon County Sheriff's Office "Life Saving Award". (Sheriff, Brad Pope)
 - [Beck & Day Life Saving](#)
- 6.b For Presentation Only: Presenting Deputy Nathan Cooper, Deputy Dawson Fetic, and Deputy Jeremy Patchen from the Lyon County Sheriff's Office with the Lyon County Sheriff's Office "Meritorious Award". (Sheriff, Brad Pope)
 - [Cooper, Fetic, Patchen Meritorious Award](#)
- 6.c For Presentation Only: Presenting Dispatcher Kyara Davis and Dispatcher Sarah Walker from the Lyon County Sheriff's Office with the Lyon County Sheriff's Office "Life Saving Award". (Sheriff, Brad Pope)
 - [Davis & Walker Life Saving](#)

7. Commissioners/County Manager reports

8. Elected Official's reports

9. Appointed Official's reports -

- 9.a For Report Only: A report from the Lyon County Community Development Department providing an update on current projects, as well as statistical data related to building permits and planning applications for the month of July. (Community Development Director, Gavin Henderson)
 - [CD Report - July 2026](#)

10. Advisory Board reports

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

- 11.a For Possible Action: Review and accept claims and financial reports.
 - [Claims Report 7-16-26 to 7-31-26](#)
 - [Cash Report 7-31-26](#)
- 11.b For Possible Action: Review and accept travel claims.
 - [Travel Report 7-16-26 to 7-31-26](#)
- 11.c For Possible Action: Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.
 - [Secured Factual Corrections](#)
 - [Unsecured Factual Corrections](#)
- 11.d For Possible Action: Approve the August 3, 2026 Special Meeting minutes.
 - [Minutes](#)
- 11.e For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services,

Division of Child & Family Services for the FY27 Differential Response program, in the amount of \$120,744.

- [FY27 Differential Response Notice of Subaward](#)

11.f For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Independent Living program, in the amount of \$110,373.

- [FY27 Independent Living Notice of Grant Award and Agreement](#)

11.g For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Respite program, in the amount of \$80,271.

- [FY27 Respite Notice of Grant Award and Agreement](#)

11.h For Possible Action: Approve a contract between Lyon County and Healthy Communities Coalition, not to exceed \$18,350, for services funded through the FY27 Family Planning Services grant from the Department of Human Services, Division of Public & Behavioral Health.

- [FY27 Family Planning Services Contract with Healthy Communities Coalition](#)

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

12. Public Hearing on Planning Items

12.a For Possible Action: To approve the request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024, authorizing the construction of three 345-kV transmission lines as part of the Greenlink West Transmission Line Project. The proposed amendment specifically addresses approximately 10 miles of transmission line north of US Highway 50 from Dayton, Stagecoach and Silver Springs to the Storey County Line, crossing portions of fifteen (15) parcels (APNs 015-011-05, -07, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051 (Senior Planner Lisa Nash).

- [Staff Report](#)
- [Backup](#)
- [Stagecoach Letter of Transmittal](#)

13. Community Development

13.a For Possible Action: To propose an ordinance amending Lyon County Development Code Title 15, Chapter 320, Table 4 thereby establishing Post-Secondary, Trade, or Technical Education as a Conditional Use in the Heavy Industrial-Rural and Heavy Industrial-Suburban zoning districts. (Community Development Director, Gavin Henderson)

- [Post Secondary, Trade, Technical Education Ordinance](#)

14. Government Affairs

14.a For Possible Action: Review and approve a resolution requesting a Bill Draft for the 84th Nevada Legislature establishing a statutory funding formula for county assessments for child protective services that incorporates both county population and actual utilization of child welfare services, better aligns county financial responsibility with service demand, and provides incentives for counties to implement successful prevention programs that reduce utilization of child protective services. (Emergency Management and Government Affairs Director, Taylor Allison)

- [BDR Resolution CPS Assessments 2026](#)

15. Utilities

15.a For Presentation Only - Utilities Project Update (Utilities Engineer, Kishora Panda)

- [2026 08 20 BOCC Project Update](#)
- [Appendix -Aug 2026 Update](#)

- 15.b For Possible Action: Approve Amendment No. 3 to Task Order 116, Rolling 'A' Wastewater Treatment Facility (WWTF) Phase 4 Expansion Project - Construction Administration, with DOWL (previously Farr West Engineering) in an amount to not exceed \$100,000 to extend additional construction administration and engineering services required to complete the project. The cost will be funded from the Dayton Sewer Fund. (Utilities Director, Sean Sinclair)

- [2353 TO116 Amend03 RollingA CA PE](#)

16. County Manager

- 16.a For Possible Action: Accept the donation of a large, framed map from Bill Miles. (County Manager, Andrew Haskin)

17. 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.*

18. Commissioner Comments

19. 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.*

20. 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.*

21. 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, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

Lyon County is an equal opportunity provider.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

6.a

Subject:

For Presentation Only: Present Deputy Benjamin Beck from the Lyon County Sheriffs Office and Lt. Kyle Day with Nevada Department of Corrections with the Lyon County Sheriff's Office "Life Saving Award". (Sheriff, Brad Pope)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Beck & Day Life Saving](#)



"To Protect and Serve"

July 29, 2026

To Whom It May Concern:

I'd like to nominate Deputy B. Beck for the Lyon County Sheriff's Office Life Saving Award for his quick actions, professionalism, and direct role in saving the life of [REDACTED] on July 26, 2026. I'd also like to nominate Dayton resident Kyle Day for his outstanding actions that night. Mr. Day is also a Lieutenant with the Nevada Department of Corrections.

On July 26, 2026 at approximately 2342 hours, Mr. Day realized his neighbor was having a serious medical emergency and had collapsed. He immediately called Lyon County Dispatch, clearly explained what was happening, and began CPR after [REDACTED] became unconscious and stopped breathing. He continued performing chest compressions until Deputy Beck arrived.

At approximately 2348 hours, Deputy Beck arrived, quickly assessed the situation, and took over chest compressions while deploying his AED. He and Mr. Day worked together helping to prepare and apply the AED pads. Their teamwork kept CPR going without interruption and gave the patient the best possible chance of survival.

Both Deputy Beck and Mr. Day stayed calm, focused, and worked together until Central Lyon County Paramedics took over. As EMS prepared the patient for transport, [REDACTED] regained consciousness and was able to speak. Two days later, his family reported that he was alert, breathing on his own, and expected to be discharged from the hospital.

Deputy Beck and Kyle Day demonstrated exceptional teamwork, courage, and commitment to helping someone in need. Their quick thinking, courage, effective use of lifesaving equipment, and commitment directly contributed to saving a life.

For these reasons, I recommend Deputy B. Beck and Kyle Day for the Lyon County Sheriff's Office Life Saving Award. They represent the professionalism, compassion, and commitment to service that this award is meant to recognize.

Respectfully,

Sgt J Redmond #5920

Brad Pope #5920

LYON COUNTY SHERIFF



Brad Pope
Sheriff

"To protect and
Serve"

To: Sergeant Redmond and Sergeant Lee
From: Deputy B. Beck #0159
Subject: Lyon County Sheriff's Office Life Saving Award Nomination

It is with the utmost respect and appreciation that I formally nominate Kyle Day, a Lieutenant with the Nevada Department of Corrections and a citizen of Lyon County, for the Lyon County Sheriff's Office Life Saving Award in recognition of his extraordinary actions that directly contributed to saving the life of another.

On July 26, 2026, at approximately 2342 hours, Lieutenant Day, while off duty, recognized his neighbor [REDACTED] was experiencing a life-threatening medical emergency. Without hesitation, Lieutenant Day immediately contacted Lyon County Dispatch and reported that a 53-year-old male was conscious but having severe difficulty breathing, gasping for air, and turning purple. Approximately two minutes later, Lieutenant Day advised Dispatch that CPR had begun. While responding to the scene, updates from Dispatch indicated the patient had briefly resumed breathing before CPR was again restarted as his condition deteriorated.

At approximately 2348 hours, I arrived on scene and was directed to the master bedroom, where I immediately observed Lieutenant Day performing high-quality chest compressions on [REDACTED]. After placing my AED on the floor, I assumed compressions while Lieutenant Day seamlessly transitioned into an assisting role. He quickly opened the AED, prepared the equipment, and handed me the pads for immediate application, allowing lifesaving efforts to continue without interruption.

Lieutenant Day remained calm, composed, and actively involved throughout the incident. He provided responding paramedics with critical information regarding the patient's condition and the care that had already been administered, enabling a smooth transition of medical treatment.

Lieutenant Day's quick recognition of a medical emergency, immediate activation of emergency services, decisive initiation of CPR, and continued assistance throughout the response gave [REDACTED] the greatest possible chance of survival. His actions exemplify the highest standards of courage, selflessness, and commitment to preserving human life. As emergency personnel prepared [REDACTED] for transport, he regained consciousness and was able to speak while being loaded onto the gurney.

On July 28, 2026, [REDACTED] family provided an update advising that he was conscious, breathing independently, alert, and expected to be discharged from the hospital in the coming days.

Lieutenant Day's actions on the night of July 26 were nothing short of exceptional. Although he was off duty, he demonstrated professionalism, composure under pressure, and an unwavering commitment to serving others. His training, decisive judgement, and willingness to continue assisting until advanced medical personnel assumed care, unquestionably contributed to the successful outcome of this incident.

For these reasons, I respectfully and enthusiastically recommend Lieutenant Kyle Day of the Department of Corrections for the Lyon County Sheriff's Office Life Saving Award. His actions reflect the finest traditions of public service and embody the courage, compassion, and dedication that this award is intended to recognize.

Respectfully,

[Signature] 0159
Deputy B. Beck #0159

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

6.b

Subject:

For Presentation Only: Presenting Deputy Nathan Cooper, Deputy Dawson Fetic, and Deputy Jeremy Patchen from the Lyon County Sheriff's Office with the Lyon County Sheriff's Office "Meritorious Award". (Sheriff, Brad Pope)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Cooper, Fetic, Patchen Meritorious Award](#)



"To Protect and Serve"

Meritorious Service Medal - Deputy Nathan Cooper

On July 31, 2026, Deputy Nathan Cooper distinguished himself through exceptional courage and devotion to duty while responding to a rapidly spreading residential structure fire in the 500 block of Yellowjacket Road in Dayton, Nevada.

Upon arriving at the scene, Deputy Cooper observed a fully involved fire that had spread from one residence to a neighboring occupied home. After learning that residents remained inside the threatened structure, Deputy Cooper forced access to the property under hazardous conditions, as the primary entrance was inaccessible due to intense heat and flames. He immediately located and evacuated the elderly occupants from the residence.

During the evacuation, one occupant re-entered the actively burning residence in an attempt to rescue a family pet. Without hesitation and with full knowledge of the dangers posed by the advancing fire, Deputy Cooper re-entered the residence and successfully removed the occupant, ensuring both escaped safely before conditions further deteriorated.

Deputy Cooper's selfless actions, extraordinary courage, and unwavering commitment to preserving human life, despite significant personal risk, reflect the highest traditions of the Lyon County Sheriff's Office. His conduct is in keeping with the highest standards of law enforcement service and is deserving of the Meritorious Service Medal.

Sheriff Brad Pope
Lyon County Sheriff's Office



"To Protect and Serve"

Meritorious Service Medal - Deputy Dawson Feticc

On July 31, 2026, Deputy Dawson Feticc distinguished himself through exceptional courage and devotion to duty while responding to a rapidly spreading residential structure fire in the 500 block of Yellowjacket Road in Dayton, Nevada.

Upon arriving at the scene, Deputy Feticc observed that an occupied residence was actively burning and that Deputy Nathan Cooper had entered the structure in an effort to rescue trapped occupants. Without hesitation and fully aware of the significant danger posed by the advancing fire, Deputy Feticc voluntarily entered the burning residence to assist in the rescue effort and to ensure the safe evacuation of both the occupants and his fellow deputy.

Through his courageous actions and willingness to place himself in harm's way to protect the lives of others, Deputy Feticc contributed directly to the successful rescue of all persons from the residence without injury.

Deputy Feticc's courage, professionalism, and steadfast commitment to the preservation of human life reflects great credit upon himself and the Lyon County Sheriff's Office. His actions are in keeping with the highest traditions of law enforcement service and are deserving of the Meritorious Service Medal.

Sheriff Brad Pope
Lyon County Sheriff's Office



"To Protect and Serve"

Meritorious Service Medal - Deputy Jeremy Patchen

On July 31, 2026, Deputy Jeremy Patchen distinguished himself through exceptional courage and devotion to duty while responding to a rapidly spreading residential structure fire in the 500 block of Yellowjacket Road in Dayton, Nevada.

Upon arriving at the scene, Deputy Patchen observed that an occupied residence was actively burning and that Deputy Nathan Cooper had entered the structure in an effort to rescue trapped occupants. Without hesitation and fully aware of the significant danger posed by the advancing fire, Deputy Patchen voluntarily entered the burning residence to assist in the rescue effort and to ensure the safe evacuation of both the occupants and his fellow deputy.

Through his courageous actions and willingness to place himself in harm's way to protect the lives of others, Deputy Patchen contributed directly to the successful rescue of all persons from the residence without injury.

Deputy Patchen's courage, professionalism, and steadfast commitment to the preservation of human life reflect great credit upon himself and the Lyon County Sheriff's Office. His actions are in keeping with the highest traditions of law enforcement service and are deserving of the Meritorious Service Medal.

Sheriff Brad Pope
Lyon County Sheriff's Office

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

6.c

Subject:

For Presentation Only: Presenting Dispatcher Kyara Davis and Dispatcher Sarah Walker from the Lyon County Sheriff's Office with the Lyon County Sheriff's Office "Life Saving Award". (Sheriff, Brad Pope)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Davis & Walker Life Saving](#)

“Protect and Serve”



Award Citation – Dispatcher Kyara Davis

On Sunday 26 July 2026, Dispatcher Kyara Davis displayed exceptional composure, professionalism, and decisiveness during a critical medical emergency involving a 52-year-old man who was unresponsive and not breathing. Within a minute of receiving the call, Dispatcher Davis had created the call for service, dispatched medical personnel, and provided calm and clear CPR instructions to the reporting party.

Her decisive actions and clear communication directly contributed to the successful resuscitation of the patient, who was urgently rushed to the hospital by Central Lyon Fire. Dispatcher Davis' command presence and ability to remain composed under intense pressure exemplify the highest standards of the Lyon County Sheriff's Office.

In recognition of her outstanding performance, professionalism, and lifesaving actions, Dispatcher Kyara Davis is hereby awarded the Lyon County Sheriff's Office Lifesaving Medal.

Brad Pope

Sheriff

Lyon County Sheriff's Office

“Protect and Serve”



Award Citation – Dispatcher Sarah Walker

On Sunday 26 July 2026, Dispatcher Kyara Davis displayed exceptional professionalism, acumen, and leadership during a critical medical emergency involving a 52-year-old man who was unresponsive and not breathing. Within moments of her partner dispatching the call for service, Dispatcher Walker had created a law enforcement call for service, dispatched deputies, and handled the phones, law enforcement radio traffic, and fire radio traffic.

Her decisive actions and clear communication directly contributed to the successful resuscitation of the patient, who was urgently rushed to the hospital by Central Lyon Fire. Dispatcher Walker's quick thinking and multi-tasking skills under intense pressure exemplify the highest standards of the Lyon County Sheriff's Office.

In recognition of her outstanding performance, professionalism, and lifesaving actions, Dispatcher Sarah Walker is hereby awarded the Lyon County Sheriff's Office Lifesaving Medal.

Brad Pope

Sheriff

Lyon County Sheriff's Office

“Protect and Serve”



MEMORANDUM

To: Sheriff Brad Pop (via Chain of Command)

From: Supervisor Jacquelyn Miller *gm*

Date: 2 August 2026

Subject: Recommendation & Citation—Lifesaving Medal for Dispatchers Kyara Davis & Sarah Walker

Summary of Incident:

On Sunday 26 July 2026 at approximately 2340 hours, Dispatcher Kyara Davis received a 911 call reporting a 52-year-old man who was gasping for air, turning purple, and ultimately stopped breathing. Dispatcher Davis immediately initiated emergency medical dispatch procedures, entered the call for service, paged medics to respond, provided CPR instructions to the reporting party, and let responding medics know CPR had been initiated (CA 26LY33044).

About 30 seconds after the medical call was paged, Dispatcher Sarah Walker created an assist call (CA 26LY33045) and immediately dispatched deputies to the location. Once Davis began CPR, Dispatcher Walker took over Dispatcher Davis' radio traffic to allow her to focus on providing life saving instructions. Deputies arrived on scene roughly 2.5 minutes prior to Central Lyon Fire and took over CPR from the RP. Additionally, deputies were able to apply an AED to the patient and administer a shock prior to the arrival of medics.

On Tuesday 28 July 2026 at approximately 2114 hours, Dispatcher Davis spoke to the patient's daughter, who said the man was doing very well and expected to be released from the hospital the coming weekend. She also expressed her sincere gratitude to dispatch and to the deputies for saving her father's life.

Analysis and Determination:

The performance of Dispatchers Davis and Walker reflect extraordinary composure, efficiency, and teamwork under high-stress conditions. Their prompt actions and effective communication directly contributed to the preservation of human life. Per Lyon County Sheriff's Office Policy 1016.5, her actions meet the criteria for the Lifesaving Medal, which recognizes individuals who distinguish themselves "by performing extraordinary acts or renders life saving techniques to aid in the preservation of a human life for more than twenty-four (24) hours."

“Protect and Serve”



Recommendation:

It is recommended that Dispatchers Kyara Davis and Sarah Walker be awarded the Lyon County Sheriff's Office Lifesaving Medal in recognition of their exceptional professionalism, decisive action, and lifesaving efforts on 26 July 2026.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

9.a

Subject:

For Report Only: A report from the Lyon County Community Development Department providing an update on current projects, as well as statistical data related to building permits and planning applications for the month of July. (Community Development Director, Gavin Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [CD Report - July 2026](#)



Community Development Department

**Community Development Summary
Report – July 2026**

BOCC – August 20th, 2026



Mission Statement

Community Development Department

The Lyon County Community Development Department is committed to promoting safe, sustainable, and vibrant communities by providing responsive, transparent, and professional services in planning, building, code enforcement, and economic development. We strive to guide growth in a manner that preserves the county's unique character, ensures public health and safety, supports responsible development, and fosters a thriving local economy for current and future generations.

- Lyon County Community Development Team



July 2026 Building – Residential Data

Residential Building Permit Type	Number of Permits
New Single Family - Residential	2
New Single Family - Addition	1
New Manufacture Home	9
New Single Family – Repeats	16
Accessory Structures	10
Road Encroachment Permits	16
Miscellaneous Permits	56

- Lyon County Building Department has received a total of **110** permits for July 2026.
- Lyon County Building Inspectors completed **1,064** inspections for the month of July 2026.
- **Current Building Permit Plan Review Time 3-5 weeks for the month of July 2026.**



July 2026 Building – Commercial Data

Commercial Building Permit Type	Number of Permits
Commercial – New Construction	3
Commercial – Wireless Communication Facility	2
Commercial – Tenant Improvement	1
Commercial – Site Improvement/Grading	1

- Lyon County Building Department has received a total of **15** commercial permit applications for the month of July 2026.
- **New Construction Permits:**
 - 26-0823 – 0 Hwy 50, Mark Twain, NV -> New Chevron Truck Stop (Six Mile Canyon Road)
 - 26-0750 - 76 Miles Road, Mound House, NV → NEW 2,160 sf Warehouse



July 2026 Building – Updates

Community Development Department

■ Plan Review Timelines

- Current Plans Review timeline are 3 -5 weeks for the month of July. Building Department experienced slight staff shortages during the month of July.

■ Building Department Projects

- Staff is working with software provider to create a feedback system in the online portal software (IN PROGRESS)
- Staff is continuing to make adjustments to the current software program in an effort to make it more customer friendly and efficient for staff (IN PROGRESS)
- Staff is working with software provider to make the overall design and aesthetics more palatable for the building community while also making the permitting platform easier to navigate.
- Staff has completed a residential and commercial checklist and attached it to the building department application. The checklists are also separately uploaded to the building department webpage. The goal of the checklists is have applicants provide more complete permit package submittals and plan submittals to avoid or reduce review comments.
- Staff is also conducting research on potentially developing a policy to allow a Master Stock Plan process for pre-fabricated accessory structures in an effort to expedite the permitting process.



July 2026 Planning Data (Intake)

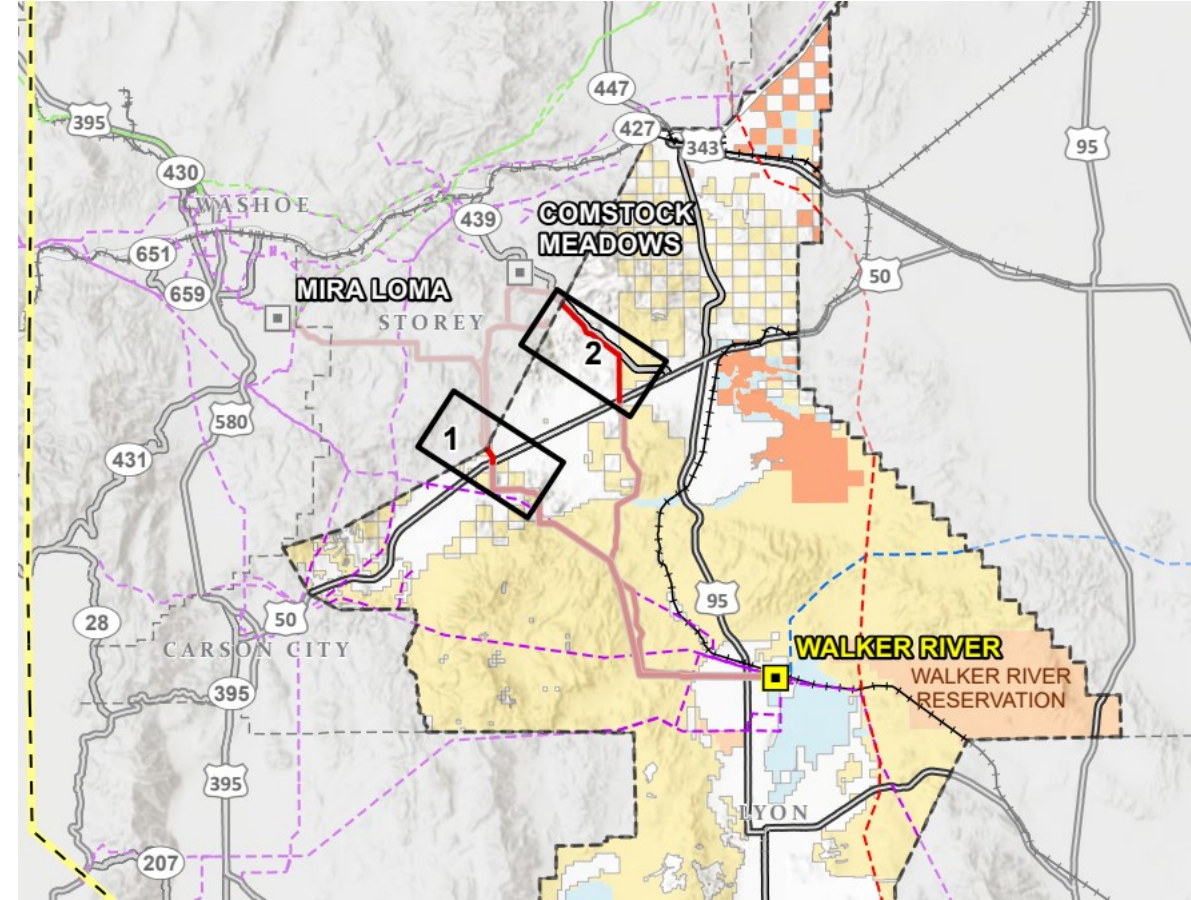
Planning Application Type	Number of Applications
Temporary Use Permit, Events	2
Conditional Use Permit	1
Parcel Map, Tentative	2
Zoning Map Amendment	2
Planned Unit Development, Amendment	1



July 2026 - Planning Data (Intake)

- **PLZ-2026-051 – NV Energy Conditional Use Permit Amendment, Common Tie Facilities**

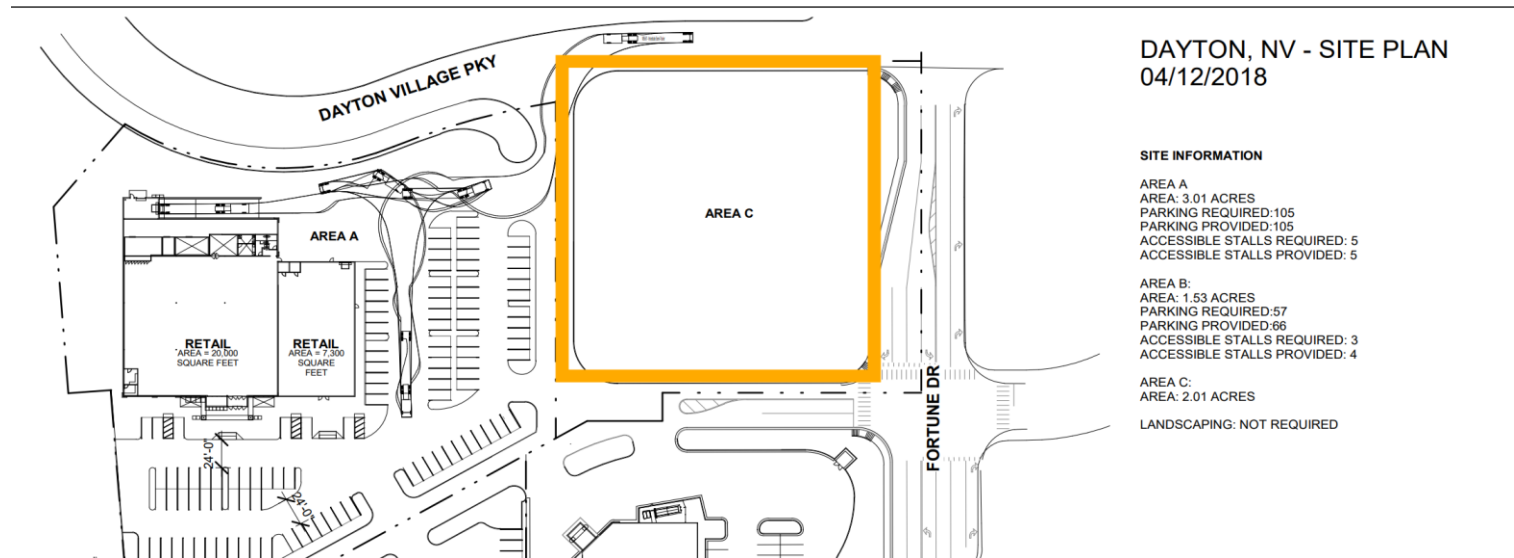
- **Located:** North of Hwy 50
- **Description:** Three (3) aboveground, single-circuit 345-kilovolt (kV) electric power transmission lines. All 3 lines originate at Walker River Substation and extend west and northwest to Storey County. This amendment is for the portion of the lines north of Hwy 50 to the Storey County Line.
- **Status:** Public Hearing August 20th, 2026





July 2026 - Planning Data (Intake)

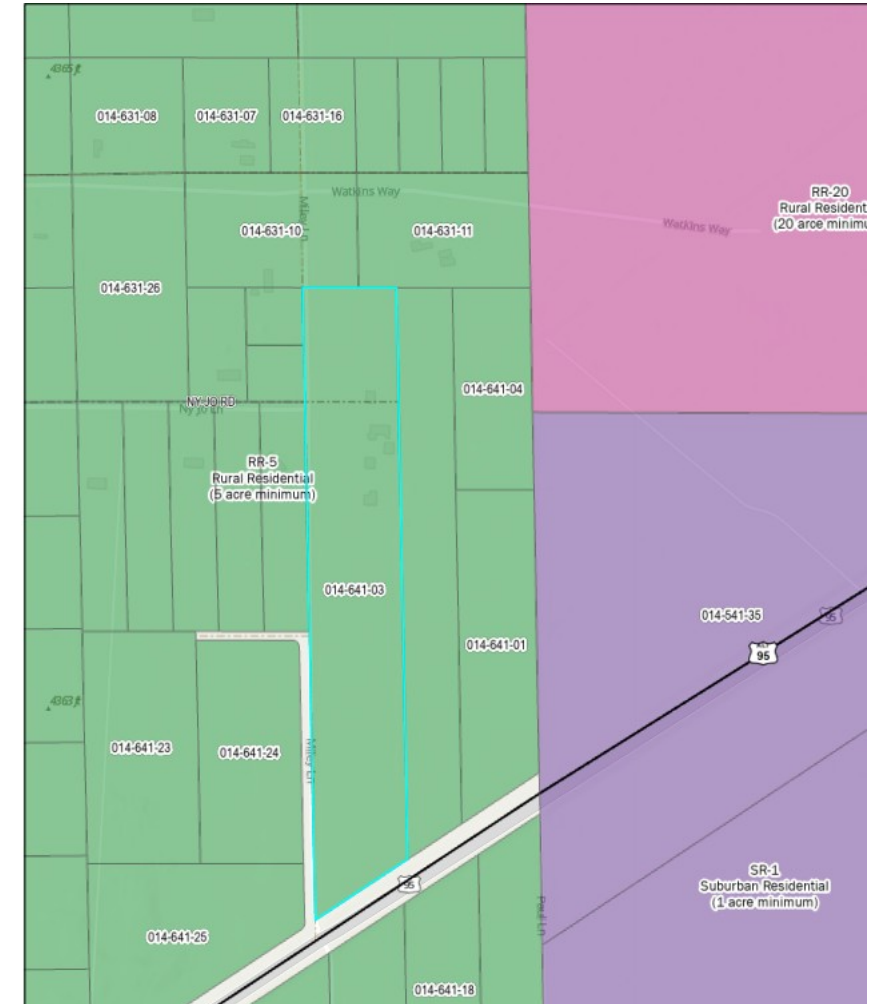
- **PLZ-2026-052 – Temporary Use Permit, Event**
 - **Located:** 7 Dayton Village Parkway, Dayton, NV
 - **Description:** A 20-vehicle display to raise donations for “Independence From Hunger.” This is a company wide initiative in July and Trunk or Treat car show in October.
 - **Guest Count:** Approx. 150





July 2026 - Planning Data (Intake)

- **PLZ-2026-052 – Parcel Map, Tentative**
 - **Located:** 20 Miley Road, Mason Valley, NV
 - **Description:** 10.68 acre parcel to be split in to two parcels. Pre-existing residence on the northern portion of the parcel and would like to create a new vacant parcel.





July 2026 Planning – Updates

Community Development Department

■ Ordinances

■ Code Enforcement

- Ordinance is currently under legal review with District Attorney's Office prior to being brought forward to the board.

■ Event Ordinance

- Staff is in the final stages of creation and review (IN PROGRESS).
- Staff is working to simplify the changes and do a code analysis to make sure any reference sections have consistent and accurate information. If not, staff will need to propose changes to those sections as well.

■ Land Use Table

- Staff continues to work at proposed updates to the land use table to potentially create accessory uses in the land use tables, modify uses, and add new uses (PRELIMINARY).

■ Data Center Ordinance

- Workshop was held on August 3rd, 2026
- Staff is currently review comments from the public and commissioners and looks to make the appropriate changes.

■ Development Agreement Ordinance

- Staff will work with Government Affairs Director, Taylor Allision, to propose an ordinance to amend Title 15 Chapter 110 creating adequate procedures and standards for larger development projects.

■ Other Projects:

- Staff is working with Utilities, County Engineer, and Roads Department to develop Design Criteria and Improvement Standards Manual.
 - This Manual will be a living document which will guide development projects during design to meet County standards.
- Staff is working with DRI to develop the Lyon County Water Resources Plan. Section 1 -3 have been drafted. Section 4 is the next section in process in which staff and DRI will review the Supply vs. Demand through the County.



Active Development Projects

- **Libra Solar Project (South Mason Valley)**
 - Access Road Permit has been issued for improvements to a portion of E Walker Road/Reese River Road - (ISSUED)
 - Contractor has begun paving E Walker Road per the approved Conditional Use Permit.
 - Received Building Permit for the Gen-Tie Line – (ISSUED)
 - Received TUP's for two material/laydown yards (ISSUED)
 - **E Walker to Walker River State Recreation Area has been paved and is under the Road Maintained Agreement with the County. Acceptance of improvements will be deferred until construction is completed within Mineral County.**
- **Rural Nevada Counseling – Silver Springs (ISSUED)**
 - The project consists of a proposed 10,594 square foot (sf) building in the middle of three lots proposed for the development located at the southwest corner of the intersection of Lake Avenue and Hwy 95A in Silver Springs.
 - The proposed building will be on APN 018-413-02 with additional parking, stormwater drainage and landscaping proposed on APN 018-413-01.
 - Future development which may include a future building, additional landscaping and parking may be considered on APN 018-413-03
 - **Progress Update:**
 - Footings and under flood slab and plumbing have been inspected and approved.
 - Water Lateral Service Approved
 - Sewer Later Approved



Active Development Projects

Community Development Department

- **NV Energy Laydown Yard (7625 Blackhawk Road, 74 acre laydown yard)**
 - Grading Permit (ISSUED)
 - Temporary Use Permit (ISSUED)
 - NV energy also applied for electrical permits to provide temporary power to job trailers and security lights.
- **Comstock Metals Corp. - Recycling Storage Yard (Grading and New Office Building – Silver Springs)**
 - Location: 800 Lake Avenue, Silver Springs
 - Grading Permit is issued for the site. Storage of material cannot commence until office building is approved and constructed per the CUP.
 - New Office Building (200 sq-ft). (PERMIT ISSUED)
- **Comstock Metals Corp. - Tenant Improvement (Silver Springs)**
 - Location: 600 Lake Avenue, Silver Springs, NV
 - 5,000 sq-ft Tenant Improvement located 600 Lake Avenue, Silver Springs, NV (IN PROCESS)
 - Waiting on CLFPD and Lyon County Utilities to approve permit.
- **Microsoft Data Center Campus (Silver Springs)**
 - Location: North of HWY 50 and West of Hwy 95A (North of NDOT Maintenance Yard) in Silver Springs, NV.
 - Administrative design review for the project has been completed and **issued on 4/24/2026**
 - Grading Permit Plans for the Data Center Campus and Substation Projects are approved.
 - Construction Anticipated to begin end of August.
- **Silver Springs Waste Management Station**
 - Location: 2425 Almond Drive, Silver Springs, NV
 - Staff issued a Temporary Certificate of Occupancy for the project. The site has met the necessary requirements to protect the public and employees and the allow the transfer station to open. Remaining items to be completed include:
 - Landscaping
 - Commercial Well
 - Completion of the Modular Office Building



Floodplain Development Projects

Community Development Department

- **Smith Valley/Wellington – Walker River Flood Inundation Study**
 - Staff has met with Walker River Irrigation District and US Army Corps of Engineers to kick-off the project.
 - Staff has provided field tours of the Walker River Basin to inform the flood inundation study.
 - US army Corps of Engineers is currently conducting the modeling to extend from Hoyo Canyon to the terminus near Julián Lane in North Mason Valley.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.a

Subject:

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

Summary:

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept claims and financial reports.

ATTACHMENTS

- [Claims Report 7-16-26 to 7-31-26](#)
- [Cash Report 7-31-26](#)

CLAIMS REPORT
JULY 16 THROUGH JULY 31, 2026

<u>LYON COUNTY</u>	<u>BILLS</u>	<u>PAYROLL</u>	<u>TRUST AND AGENCY</u>	<u>BILLS</u>	<u>PAYROLL</u>
Governmental Funds					
General	943,841.47	1,223,789.79	DNA Testing	2,459.45	
Employee Benefits			Western Regional Youth Facility	8,321.68	56,935.28
Park Construction Tax			Mason Valley Swimming Pool District	15,723.02	19,419.38
Co-Op Extension	48,450.76		Silver Springs/Stagecoach Hospital	5,754.66	3,179.70
Unemployment	94.21		Fernley Swimming Pool	214,978.97	24,615.95
Room Tax	8,557.58		City of Fernley	16,032.35	
Aid to Domestic Violence			Mason Valley Fire Protection District	58,788.33	43,180.81
Vehicle Acquisition			North Lyon County Fire Protection District	31,826.38	
Fair and Rodeo	7,772.72		Smith Valley Fire Protection District	21,950.19	19,041.77
Capital Improvements	1,168,552.30		Stagecoach General Improvement District	8,251.91	
Justice Court Special Assessment			South Lyon Hospital District	167,373.63	
District Court Restricted Fees	30,000.00		State of Nevada	568,148.96	
Juvenile Probation Special Assessment		2,116.28	City of Yerington	1,481.06	
County Library Gift			Fish and Game	193.50	
911 Surcharge	16,066.96		Walker River Irrigation District		
Mining Claim Map			Range Improvement		
Road	38,101.14	60,053.99	Lyon County Bond	820.00	
R T C	570,094.47		Coroner Estate Proceeds		
Road Improvement	13,742.57		County Trust Property	665,660.68	
Opioid Settlement		7,060.38	Social Security Payee Program	30,495.30	
General Indigent	17,572.98	66,090.82	Central Lyon County Fire Protection District	103,672.18	
Medical Indigent	236,173.80	8,905.04	Carson Water Sub-Conservancy District	11,849.11	
Senior Services	47,531.82	59,632.64	Dayton Valley Ground Water	534.37	
Senior Services Donations	775.56		Smith Valley Artesia	1,068.33	
Animal Control Donations			Mason Valley Artesia	398.63	
Enterprise Funds			Churchill Valley Ground Water	475.46	
Dayton Water Utility	118,742.57	59,660.16	Truckee Carson Irrigation District		
Dayton Sewer Utility	460,453.24	54,258.59	Fernley Ground Water	151.13	
Component Unit Funds			Brady Hot Springs Ground Water		
Mason Valley Mosquito Control District	20,117.03	5,536.96	Lyon County School District	360,806.26	
Central Lyon Vector Control District	21,895.00		Subtotal	2,297,215.54	166,372.89
Walker River Weed Control District	495.97	1,083.84	SUMMARY		
Silver Springs General Improvement District	21,473.55		Lyon County	3,794,724.67	1,548,188.49
Willowcreek General Improvement District	4,218.97		Trust & Agency	2,297,215.54	166,372.89
Subtotal	3,794,724.67	1,548,188.49	TOTAL	6,091,940.21	1,714,561.38

CASH REPORT

July 31, 2026

LYON COUNTY

Governmental Funds

	<u>BALANCE</u>
General	11,461,430.19
Park Construction Tax	1,376,746.59
Cooperative Extension	631,683.29
Unemployment	390,723.38
Room Tax	51,927.83
County Stabilization	3,450,000.00
Vehicle Acquisition	336,271.59
Fair and Rodeo	377,306.19
Justice Court Special Assessment	1,016,771.40
District Court Restricted Fees	916,505.60
Juvenile Probation Special Assessment	156,512.76
Library Gift	10,033.86
Mining Claim Map	33,344.07
911 Surcharge	893,417.47
Animal Control Donations	189,395.46
Road	1,559,080.30
R T C	19,201,400.29
Road Improvement	968,015.39
Opioid Settlement	1,184,445.69
General Indigent	1,132,648.77
Medical Indigent	1,250,272.43
Senior Services	1,009,362.36
Senior Services Donations	246,211.68
Capital Improvements	25,479,146.08

Subtotal Governmental Funds **73,322,652.67**

Enterprise Funds

Dayton Water Utility	20,957,061.91
Dayton Sewer Utility	21,276,998.65

Subtotal Enterprise Funds **42,234,060.56**

Component Unit Funds

Mason Valley Mosquito Control District	1,057,588.32
Central Lyon County Vector Control District	789,521.63
Walker River Weed Control District	390,200.31
Silver Springs General Improvement District	5,891,020.76
Willowcreek General Improvement District	1,118,634.16

Subtotal Component Unit Funds **9,246,965.18**

Total Lyon County **124,803,678.41**

CUSTODIAL FUNDS

BALANCE

DNA Testing	1,893.74
Western Nevada Regional Youth Center	1,833,374.17
Mason Valley Swimming Pool District	4,076,947.11
Silver Springs/Stagecoach Hospital	2,437,798.75
Fernley Swimming Pool District	2,054,628.64
City of Fernley	279,941.04
<u>Mason Valley Fire Protection District</u>	
General Fund	2,214,125.61
Ambulance Fund	1,960,254.03
Acquisition Fund	485,019.17
Emergency Fund	18,437.37
North Lyon County Fire Protection District	132,118.66
<u>Smith Valley Fire Protection District</u>	
General Fund	539,073.98
Emergency Fund	432,229.84
Acquisition Fund	1,720,728.78
Stagecoach General Improvement District	5,973.63
South Lyon Hospital District	2,620,670.75
State of Nevada	475,887.96
City of Yerington	49,507.47
Fish and Game	6,665.44
Walker River Irrigation District	164,003.60
Range Improvement	446.45
Lyon County Bond	651,266.61
Coroner Estate Proceeds	5,650.08
County Trust Property & Inmate Trust	5,220.30
Social Security Payees/Public Guardianships	487,009.36
<u>Central Lyon County Fire Protection District</u>	
General Fund	454,818.31
Ambulance Fund	29,013.49
Carson Water Sub-Conservancy District	12,410.93
Dayton Valley Ground Water	1,709.83
Smith Valley Artesia	14,650.09
Mason Valley Artesia	20,140.80
Churchill Valley Ground Water	1,923.61
Truckee Carson Irrigation District	34,859.57
Brady Hot Springs Ground Water	-
Fernley Ground Water	260.97
East Walker Area Ground Water	4.12
<u>Lyon County School District</u>	
General Fund	889,950.59
Debt Service Fund	581,879.77

Total Custodial Funds **24,700,494.62**

SUMMARY

Lyon County	124,803,678.41
Custodial Funds	24,700,494.62
Unallocated Cash	
Unapportioned Purchase Cards	-
Unapportioned Interest	-

TOTAL **149,504,173.03**

BANK ACCOUNTS AND PETTY CASH

Wells Fargo Bank Checking	21,073,621.65
US Bank Investment	85,244,975.71
Local Government Investment Pool	43,170,605.37
Inmate Trust	6,220.30
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,450.00

TOTAL **149,504,173.03**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.b

Subject:

For Possible Action: Review and accept travel claims.

Summary:

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept travel claims.

ATTACHMENTS

- [Travel Report 7-16-26 to 7-31-26](#)

LYON COUNTY TRAVEL REPORT

July 16-31, 2026

Department / Name	Description	Amount
Sheriff		
Shane Joyner	Tactical Rope Course Reno, NV 05/24-05/30/2026 - Lodging	1,914.03
Kathleen Clanton	Axon Conference Las Vegas, NV 04/19-04/24/2027 - Registration	649.00
Cori Norman	Death Investigations Benicia, CA 06/08-06/11/2026 - Lodging	372.90
Sara Celedon	APCO Conference San Antonio, TX 08/01-08/06/2026 - Registration, Airfare	1,336.40
Sara Walker	APCO Conference San Antonio, TX 08/01-08/06/2026 - Registration, Airfare	1,336.40
Zachary Westbrook	JailCon Chandler, AZ 06/07-06/11/2026 - Rental Car	609.92
Sara Celedon	APCO Conference 8/1-8/6/26 San Antonio TX - Per Diem	383.00
Sarah Walker	APCO Conference 8/1-8/6/26 San Antonio TX - Per Diem	383.00
William McDaniel	Leadership Institute Carson City, NV 08/05-08/06/2026 - Per Diem	38.00
Julie Redmond	Leadership Institute Carson City, NV 08/05-08/06/2026 - Per Diem	38.00
Robert Stout	Leadership Institute Carson City, NV 08/05-08/06/2026 - Per Diem	38.00
Kathleen Clanton	Background Drop Off Sparks, NV 07/22/2026 - Mileage	102.60
Sean Shannon	CIT Conference Orlando, FL 08/09-08/13/2026 - Per Diem	342.00
Commissioners		
Tammy Hendrix	NACO Conference New Orleans, LA 07/15-07/21/2026 - Airfare, Lodging, Baggage Fee	2,635.89
Clerk/Treasurer		
Shelby Silveira	CFOA Conference 09/15-09/17/2026 - Registration	150.00
Staci Lindberg	CFOA Conference 09/15-09/17/2026 - Registration	150.00
Human Services		
Jenna Dykes	CBI Cohort Training 06/03-06/05/2026 - Uber, Airport parking	49.94
Jenna Dykes	CIT Conference Orlando, FL 08/09-08/12/2026 - Registration, Per Diem, Mileage	974.27
Shayla Holmes	CIT Conference Orlando, FL 08/09-08/12/2026 - Per Diem, Mileage	261.84
Rhiannon Baker	CIT Conference Orlando, FL 08/09-08/12/2026 - Per Diem, Mileage	264.27
Ebony Miller	CIT Conference Orlando, FL 08/09-08/12/2026 - Per Diem, Mileage	253.48
Emman Ostermann	CIT Conference Orlando, FL 08/09-08/12/2026 - Per Diem, Mileage	328.48
Alicia Young	Child Welfare Academy Reno, NV 04/27-04/31/2026 - Mileage	164.58
Alicia Young	Child Welfare Academy Reno, NV 05/11/2026 - Mileage	32.91
Alicia Young	Child Welfare Academy Reno, NV 05/20-05/29/2026 - Mileage	197.49
Alicia Young	Child Welfare Academy Reno, NV 06/08-06/12/2026 - Mileage	164.58
Alicia Young	Child Welfare Academy Reno, NV 06/22-06/26/2026 - Mileage	164.57
District Court		
Andrea Andersen	ICM Training Las Vegas, NV 10/20-10/23/2026 - Registration	495.00
Pat Geurts	Court Security Officer Certification Las Vegas, NV 11/30-12/04/2026 - Registration	550.00
Cherie Rye	Court Security Officer Certification Las Vegas, NV 11/30-12/04/2026 - Registration	550.00
Facilities		
Heidi Bohard	Cemetery Plot Sale Silver Springs, NV 07/13 & 07/16/2026 - Mileage	63.84
Heidi Bohard	Community Center Inspection Stagecoach, NV 07/20/2026 - Mileage	27.36

Library

JenNifer Stockwell	Trustee Meeting Silver Springs, NV 07/28/2026 - Mileage	48.64
Nora Stevens	Trustee Meeting Silver Springs, NV 07/28/2026 - Mileage	48.64
Patti Palmer	Trustee Meeting Silver Springs, NV 07/28/2026 - Mileage	28.88

Planning

Audrey Allan	Planning Commission Meeting 07/14/2026 - Mileage	72.50
Mark Jones	Planning Commission Meeting 07/14/2026 - Mileage	44.23
Andrew Merritt	Planning Commission Meeting 07/14/2026 - Mileage	58.06
Jim Davis	Planning Commission Meeting 07/14/2026 - Mileage	86.64
Michael Irvin	Planning Commission Meeting 07/14/2026 - Mileage	50.16

Juvenile Probation

Eleazar Hernandez	Transport Minor Caliente, NV 7/16/2026 - Per Diem	63.00
Alex Guardado	Transport Minor Caliente, NV 7/16/2026 - Per Diem	63.00
Chandler Baker	Dayton JPO for Court Assistance 7/16/26 - Mileage	20.30
Eleazar Hernandez	Transport Minor Las Vegas, NV 07/23/2026 - Per Diem	81.00
Steve Albertsen	Transport Minor Las Vegas, NV 07/23/2026 - Per Diem	81.00
Alex Guardado	Transport Minor Fernley & Carson City, NV 07/06/2026 - Per Diem	63.00
Samantha Ugalde	Fernley Juvenile Court 07/30/2026 - Mileage	21.28
Eleazar Hernandez	Transport Minor West Jordan, UT 07/28/2026 - Per Diem	75.00
Steve Albertsen	Transport Minor West Jordan, UT 07/28/2026 - Per Diem	75.00

Utilities

Jeremy Dillie	Tri State Seminar Las Vegas, NV 08/03-08/07/2026 - Per Diem	351.00
Robert Donnels	Tri State Seminar Las Vegas, NV 08/03-08/07/2026 - Per Diem	351.00

Walker River Justice Court

Sherri Hiles	NCSC eCourts Conference MGM Resorts Deposit Las Vegas 12/6/26 - Lodging	146.26
		<u>16,850.34</u>

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.c

Subject:

For Possible Action: Approve the 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:

Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

ATTACHMENTS

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



LYON COUNTY

Meeting: 8/20/2026

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
019-401-16	PARKASH, RAM	TAX CAP CORRECTION	9.0	26/27	(\$97.97)
029-473-06	PERRY, RUSSELL	APPLY DV EXEMPT	8.8	26/27	\$435.69
029-161-04	BANSE, HELMUT	APPLY DV EXEMPT	8.8	26/27	\$313.42
019-450-19	GOTTSCALK, SHAYNE	APPLY DV EXEMPT	8.8	26/27	\$313.42
015-421-32	BEST, RUSSELL TRS	APPLY DV EXEMPT	9.0	26/27	\$1,332.24
009-141-05	RICE, GEORGE	APPLY DV EXEMPT	4.0	26/27	\$320.88
019-867-17	WEAKLAND, MATTHEW	APPLY DV EXEMPT	8.4	26/27	\$313.42
004-361-03	HALASZ, CHRIS	APPLY DV EXEMPT	8.4	26/27	\$626.84
015-761-15	CORONADO, ASHLEY	APPLY DV EXEMPT	8.3	26/27	\$1,332.24
016-235-03	SLR ENTERPRISES LLC	REMOVE 2 XTRA FEATURES	8.7	26/27	(\$2,016.86)
022-312-19	HOPPER, DOVAL C III	APPLY DV EXEMPT	6.0	26/27	\$1,148.58
020-651-07	SNYDER, ALEXIS	TAP CAP CORRECTION	6.0	26/27	\$379.02
020-651-07	SNYDER, ALEXIS	TAP CAP CORRECTION (REFUND)	6.0	25/26	(\$272.20)
020-651-07	SNYDER, ALEXIS	TAP CAP CORRECTION (REFUND)	6.0	24/25	(\$379.02)
018-516-02	KRENZ-XAVIER, TARAN	APPLY DV EXEMPT	8.2	26/27	\$1,187.11
019-832-14	DELGADILLO, MOISES	APPLY DV EXEMPT	8.5	26/27	\$628.84
020-552-05	SIMONCINI, JEANNE	BLDG NOT COMPLETE	6.0	26/27	\$1,047.22
020-544-07	SIMONCINI, MARC	BLDG NOT COMPLETE	6.0	26/27	\$1,079.05
022-033-06	NELSON, ANGELA	APPLY DV EXEMPT	6.0	26/27	\$332.87
022-626-07	UTTERBACK, COLIN	APPLY DV EXEMPT	6.0	26/27	\$998.61
020-713-25	LANDRUM, MADELL	REMOVE DV EXEMPT	6.0	26/27	\$788.28
017-264-02	WANNER, JUSTIN	APPLY DV EXEMPT	8.2	26/27	\$83.20
019-867-17	WAEAKLAND, MATTHEW	APPLY DV EXEMPT	8.4	26/27	\$940.27
009-191-08	MARTIN, EDWIN	REMOVE DV EXEMPT	4.0	26.27	\$578.30
017-021-04	VAZQUES, JOSEPH	APPLY DV EXEMPT	8.2	26/27	\$1,332.24
020-322-08	SANDFOSS, DAVID	APPLY DV EXEMPT	6.0	26/27	\$354.81
020-513-10	MCCLLOUD, PATRICK	APPLY DV EXEMPT	6.0	26/27	\$998.61
019-193-13	FRYE, JAYSON	APPLY DV EXEMPT	8.4	26/27	\$1,110.94
018-291-04	CARIS, ROBERT	APPLY DV EXEMPT	9.2	26/27	\$513.33
018-291-05	CARIS, ROBERT	APPLY DV EXEMPT	9.2	26/27	\$164.15
029-463-05	WHITNEY, TRENT	APPLY DV EXEMPT	8.8	26/27	\$1,253.69
003-052-01	ANDERSON, BARRY	APPLY DV EXEMPT	3.0	26/27	\$666.12
017-453-12	LACOE, ANTHONY	APPLY DV EXEMPT	8.2	26/27	\$148.88
017-254-03	BELLOLI, JERED	APPLY DV EXEMPT	8.2	26/27	\$155.78
022-302-16	SKINNER, MCKENZIE	TAX CAP CORRECTION	6.0	26/27	\$126.14
019-853-01	DUTTON, JENNIFER	TAX CAP CORRECTION	8.4	26/27	\$97.30
029-272-12	PRENTICE, JAMES	APPLY DV EXEMPT	8.8	26/27	\$313.42
022-383-23	ROSE, ANTHONY	APPLY DV EXEMPT	6.0	26/27	\$1,057.13
020-142-05	MCCLURE, WILLIAM & CAROLYN	ADD GARAGE	6.0	26/27	\$252.98
022-234-14	VERWOEST, ERIC	TAX CAP CORRECTION	6.0	26/27	(\$140.88)
020-532-11	BOROWY, CHARLES	APPLY DV EXEMPT	6.0	26/27	\$998.61
001-573-02	HOFMAN, RICHARD	APPLY DV EXEMPT	1.0	26/27	\$1,332.24
017-342-08	DORRANCE, ETHAN	TAX CAP CORRECTION	8.2	26.27	\$71.59
029-531-07	SMIRAGLIA, WILLIAM	APPLY DV EXEMPT	8.4	26/27	\$227.31
TOTAL:					\$22,447.84



LYON COUNTY

Meeting:
8/20/2026

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

Acct #	Name/Owner	Reason for Deletion	Dist.	Year.	Amount
MH002009	CATES, JERRY	MH GONE	2.0	26/27	\$20.15
MH013897	GOMEZ, RONALD A	APPLY DV EXEMPT	6.0	26/27	\$253.79
MH013553	CARIS, ROBERT J	APPLY DV EXEMPT	9.2	26/27	\$253.16
AC100400	FORREST SERVICES LLC	SOLD IN 2025	5.0	26/27	\$10.76
AP000425	LINKE, JON	SOLD IN 2025	8.8	26/27	\$263.45
AC000439	LINKE, JON	SOLD IN 2025	8.8	26/27	\$17.29
AP000484	ABERLE, ROBERT	SOLD 6/26	8.8	26/27	\$248.98
FE003575	MR BUBBLES TOUCHLESS CAR WASH	BUSINESS CLOSED	6.0	26/27	\$653.37
FE019013	CLRR HOLDING LLC	BUSINESS CLOSED	6.0	26/27	\$900.43
MH003926	CHAVARRIA, CESAR	REMOVED 2023	2.0	26/27	\$11.22
MH014700	KRAFT, JAMES	CORRECTED PURCHASE PRICE ADDED VALUE	3.0	26/27	-\$204.96
TOTAL:					\$2,427.64

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.d

Subject:

For Possible Action: Approve the August 3, 2026 Special Meeting minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Minutes](#)

Board of County Commissioners

Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Monday, August 3, 2026, at 9:00 A.M.
in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV
89447.

1. Roll Call

Present: Chairman Scott Keller, Vice-Chair Tammy Hendrix, Commissioner Robert Jacobson, Commissioner John Cassinelli, and Commissioner David Hockaday

Staff Present: County Manager Andrew Haskin, Deputy District Attorney Steve Rye, Community Development Director Gavin Henderson

2. Pledge of Allegiance

3. Public Participation

Chair Keller asked for public comment.

Numerous people made public comment that included any or all of the following: requests that a moratorium be put into effect and/or the project be denied or continued until additional information is available, expression of opposition to the data center project and Ordinance, and concerns and/or suggestions regarding the project.

Those who made comments including the aforementioned topics included: Leo Solari, Ronda Moore, Lynne Ballatore, Patricia Swain, Cindy Blagg, James Rosaschi, Margaret Easley, Vivian Wilkinson, Rick Rehmke, Phillip Kowalski, Robin Biggs, Robert Barry, Jim Shaw, Breanna Coker, Steven Coe, Howard Scott, Phillip Woolley, Justina Yellowhair, Leah Wilkinson, Stacy Hicks, Elizabeth Bree Casper, Patrick Collins, and CJ Ainsworth.

Others who made public comment may not be mentioned here by name and/or may have their name spelled incorrectly due to not signing in, not printing their name legibly, and/or not identifying themselves by stating their name for the record.

Concerns and suggestions mentioned included water availability and usage, the size of the project, ownership changes, status of the public record, battery technology and emergency plans, utility costs, environmental pollution of air/noise and water, zoning, accountability for clean-up, nuclear energy, natural resources, effects on agriculture and wildlife, EPA involvement, the voting ability of Shannon Ceresola (Vice Chair of the Lyon County Planning Commission, due to a potential conflict of interest), moratoriums, larger meeting locations, Commissioner representation of the people, infrastructure, roads, health issues, cyber security, surveillance risk, supply chain dependencies, whether tax revenue from the project will be used to abate real estate taxes, traffic, whether this can be voted for on the November ballot, emergency response, quality of life, Sovereign senior water rights of the Walker River and Yerington Paiute tribes, lack of tribal consultation, FEMA flood zones, the Clean Water Act and federal laws, decommissioning bonds, masonry walls, to help with visual and noise pollution, lithium battery fire hazards,

Phyllis Hiskett asked if there was a way to ask questions and receive answers due to the workshop designation of the meeting.

Phillip Wooley demanded a one-year moratorium on all new data center approvals, master plan amendments, and PUD zone changes in Lyon County. He urged the Board to listen to the community, deny the Monarch zone change, and vote to enact a formal moratorium until independent environmental, hydrological, and utility impact studies are fully completed.

4. For Possible Action: Review and Adoption of Agenda

Chair Keller asked for public comment, and there was none at this time.

Comm. Hendrix moved to approve the agenda as presented; Comm. Cassinelli seconded, and the motion passed 5-0.

5. Workshop

5.a For Discussion and Possible Action: A workshop of the Lyon County Board of Commissioners to review and discuss the current draft of the Data Center Ordinance, including proposed definitions, zoning regulations, and development standards, and to provide direction to staff on the suggested changes to the Data Center Ordinance. (Gavin Henderson, Community Development Director)

The Board made opening comments, thanked the public for their participation, and thanked staff for their hard work.

Community Development Director, Gavin Henderson, gave a presentation on the Data Center Ordinance Workshop, including: Why We're Here, How We Got Here: A Brief History of the Data Center, How We Got Here: The Cloud & AI Era, Existing Ordinances Elsewhere, and Existing Data Center Ordinances Elsewhere.

Jeff Brigger, Vice President of Business Development & Programs and previous NV Energy Economic Development Manager for NV Energy, gave an overview of current and future interest and demands on energy, expectations, requirements, and NV Energy's IRP (Integrated Resource Plan). Mr. Brigger was available for questions and had discussion with the Board.

Community Development Director, Gavin Henderson, continued his presentation with an Ordinance Roadmap. Section 1 included: Establishing the Permitted Use, and Why This Standard.

Section 2 included: Purpose, Definitions — Core Facility Terms — Full Text, Definitions — Battery Storage (BESS) — Full Text, Definitions — Gas Power, Substations & Other Terms — Full Text, Applicability, Applicability — Full Text, Why This Standard, Application Requirements — Part 1, Application Requirements — Part 1 (A–D) — Full Text, Application Requirements — Part 2, Application Requirements — Part 2 (E–H) — Full Text, Application Requirement — Decommissioning Plan (I), Decommissioning Plan — Submittal, Timing & Standards — Full Text, Decommissioning Plan — Financial Security — Full Text, Why This Standard, Building & Site Design Standards, a Graphic Visual Representation of accepted and prohibited building features and requirements, Building & Site Design Standards — Full Text, Why This Standard, Setbacks, Setbacks — Full Text, Why This Standard, a Graphic Visual Representation of Data Center Setbacks from Adjacent Zoning Districts and Uses, Landscaping, Fencing & Screening, Landscaping — Buffers — Full Text, Equipment Screening — Full Text, Fencing & Parking Area Landscaping — Full Text, Why This Standard, a Graphic Visual

Representation of Data Center Landscape Standards, Accessory BESS & Electrical Substations, Accessory BESS & Electrical Substations — Full Text, Why This Standard, Accessory Gas Power Facilities & Emergency Generators, Accessory Gas Power Facilities & Emergency Generators — Full Text, Why This Standard, Noise Standards, Noise Standards — Full Text, Why This Standard, a Graphic Visual Representation of Data Centers & Noise Emissions, Cooling Systems & Renewable Energy, Cooling Systems & Renewable Energy — Full Text, Why This Standard, Air Quality & Lighting, Air Quality & Lighting — Full Text, Why This Standard, and a Graphic Visual Representation of Exterior Lighting Standards at the Property Line.

Section 3 included: Parking Requirements, and Why This Standard, and Section 4 included: Use Definition in Chapter 1200.

Throughout the presentation, Mr. Henderson was available for questions and had discussion with the Board.

Chair Keller asked for public comment.

Numerous people made public comment that included any or all of the following: requests that a moratorium be put into effect and/or the project be denied or continued until additional information is available, expression of opposition to the data center project and Ordinance, and concerns and/or suggestions regarding the project.

Those who made comments including the aforementioned topics included: Jim De Chambeau, Ronda Moore, Amanda Brinnand, Judith Harker, Laura Jensen, Darrell Pursel, Laurie Thom, Marlene Begay, Jim Shaw, Katie Calhoun, Vivian Wilkinson, Margaret Easley, James Rosaschi, Pamela Gurr, Kiki Ong, Leah Wilkinson, Justina Yellowhair, and Jefferson Emm.

Others who made public comment may not be mentioned here by name and/or may have their name spelled incorrectly due to not signing in, not printing their name legibly, and/or not identifying themselves by stating their name for the record.

Concerns included setback distance, how a 10-foot pre-fab concrete wall can block the view of a 95-foot tall building, the meeting format being a county commissioner meeting and not a workshop, the use of agricultural property for data centers, continuous noise, whether large load energy customers or residential customers would be shut off first in the case of a brownout or blackout, what happens with decommissioning if a company goes bankrupt or disappears, risk of disease clusters from unknown contaminants, data center size, heat islands, economic impacts of cooling costs for residents, higher demand for landscaping and irrigation requirements, increased fire danger, multi-story buildings and how they fit in the town and area, water usage to cool down fans, lack of seismological reporting, the workshop not being set-up for questions and answers, the difference between hyper scale and normal data centers, a single comment period not being sufficient, health risk concerns, lack of meaningful consultation with the Walker River and Yerington Paiute Tribes, more than three minutes being necessary to express concerns, and air/water/agriculture quality.

Suggestions and requests included requirement of large shade trees in the parking lot, lighting being dark sky red, a one year moratorium on data centers, reducing light trespass, a tiered proposal on setbacks, requirement of a heat study added to the Ordinance, larger setbacks needed, request for the Nevada Greenlink aerial map showing how everything is connected, local fire department's ability to address issues, responsible/proactive/accountable action to do service to the community/wildlife/people, requested removal of item 6b from the August 6, 2026 agenda, request from the Yerington Paiute Tribe to put this through their legal systems/environmental reviews and the ability to get consultation from the federal programs that are mandated to work with the tribe, request to get the rules in place before approving applications, request for applications to not be grandfathered in to current standards if changes are made, the Ordinance should be set up to any probable project be done on its own merit

for water/electricity/environmental impact, having a community escrow account for remediation and removal, penalties not be monetary if requirements aren't met, requirement of a formal community engagement and oversight process including required dedicated public meetings/a clear Q&A system with response timelines/regular public reporting/ongoing community oversight secured through a binding community agreement, moratorium for any future data center development including for the Monarch Data Center, a one year baseline air monitoring before construction and public air monitoring throughout the life of the facility.

Phyllis Hiskett asked whether noise study, water and sewage impact assessment, public water, wells needed, and hydrogeological evaluations mean that an EIS can be on private property, and requested that be included in the Ordinance. She mentioned a large hydrogeological study done by Copia that was never included in any of the presentations. She also raised concerns with the setbacks going from a mile to a half mile, and now 250 feet, and building height of 75 feet at 150 feet from residential is not keeping with the Lyon County Master Plan. She quoted the Master Plan, "The proximity of the natural environment will continue to be an important part of life in Lyon County, where residents will enjoy sustainable supplies of clean water for drinking and agriculture, clean air, wildlife, access to rivers, lakes, and public lands, scenic views, and dark night skies". Regarding noise level, Ms. Hiskett stated the EPA sets the standard at 55 dB for outdoors with human activities, which would be residential, but this has it at 65 and 60 at property line. In a recent presentation, Copia said that they would estimate that at property line, it would be 60 and that was at 2,000 feet away. She expressed confusion with how those kind of decibels will be met at 150 feet from the humming buildings and 250 feet from the generators, etc. Ms. Hiskett quoted another passage from the Master Plan, "Lyon County will respect and promote the distinct character and heritage of its communities, strive to retain its rural and agricultural culture, and promote cohesive and high quality development to improve the overall image and function of its communities." She also quoted from the vision statement, "Royal character and agricultural and mining heritage will continue to be a strong part of Lyon County's identity". She also mentioned the posted banner across Main Street stating that we are the harvest capital, not the industrial capital, and there needs to be some changes in this Ordinance before we set it in stone and have that held against us.

Isaac Nickelson, Principal of S3, expressed support of responsible development including cutting-edge data center construction and a well-architected Ordinance to guide responsible data center development with consideration of proper standards versus prohibitive Ordinances, moratoriums, or outright prohibition.

Zach Spencer, with Comstock, Inc., expressed support of responsible development as well as the permissible use of these technologies.

Leo Solari requested posting of complete development agreement exhibits, calculating the schedules and all the late backups on there as opposed to not seeing materials with enough time for the public to research everything. He also stated he'd like to see that we choose one binding full build water cap, reconcile with the 100 versus 800 acre feet conflict mentioned, monthly metering, an imposed automatic curtailment for violations, and something that shuts this project down until they get in compliance rather than just a fine. He also expressed concern about having quieter generators that don't generate smog.

Robin Biggs stated requests have been made since December for the Nevada Green Link in Lyon County aerial map showing how this is all connected; federal money developed the wildlife refuge so the setbacks aren't right, and our local fire department cannot address any of the issues with the fire and it needs to go to the state and federal. She stated the Board needs to act responsibly, proactive, and be accountable and do service to the community, the wildlife, and the people. She requested that agenda item 6B that is scheduled for this Thursday be removed until they do their homework and put in their paperwork that is supposed to have been done. Ms. Biggs also took note that the county commissioners are not all elected officials due to things being staggered where people have vacant seats and when it's not an electoral year. She told the Board that people apply, but the

best-qualified person is not always chosen. She addressed Commissioner Keller, stating that citizens have been publicly ridiculed that are making whispered comments to one another because it's being disruptive, and expressed Copia, NV Energy and the Senior Planner taking a ten-minute recess which lasted over 45 minutes is disruptive, and information is not available soon enough.

Steph Norby expressed belief that growth must be done responsibly and sustainably and provide a win-win outcome for the existing communities and potential incoming businesses. She also expressed support of this Ordinance and taking the time needed to draft it in a holistic, meaningful way that aligns with our existing communities, as well as the potential investors coming in to show that Lyon County is open for sustainable growth.

Puneet Kalia, owner of an AI native company, thanked the Board and the county for taking all the measures that they're doing to make sure that these data centers and anything to do with AI is adopted responsibly. He stated at the end of the day, we want technology, we want progress but at what cost, and whether that cost is citizens' peace of mind you know quality of life and so on.

Corrado De Gasperis, of Comstock, Inc., expressed support of data centers being a permitted use with responsible development.

Tray Abney, of the Nevada Data Center Alliance, stated a detailed comment letter was sent outlining several technical recommendations for the Ordinance, and expressed the Alliance's support of a data center Ordinance. He also stated support of data centers being in appropriately zoned industrial areas, held accountable for the impacts they create, and regulated like any other industrial development. He expressed concerns with data centers not being regulated under the same objective standards as other industrial developments, requiring one industry to permanently reserve developable land for speculative future use as that appears inconsistent with today's regulations, requiring data centers to post financial assurances when comparable permanent industrial buildings are not subject to the same, and the legal foundation of substantially applying substantially different development standards to one industrial use as compared to another.

Katherine Ross, principal at Greengate Data Centers, commended the Board for commitment to responsible long-term environmental stewardship and expressed the importance of partnering with high integrity data center developers.

Johnny Lau, a data center worker, gave his experience with noise, lighting, and the cooling systems at data centers in nearby counties.

Gary Handzel thanked the commissioner that recently visited a data center, but stated the scenario was like "going to the fox and asking him about the new security system he's put on the henhouse" He asked the Board if any of them would vote yes if their property was adjacent to a data center, and stated the citizens of Lyon County deserve the exact same treatment the Board would give their families, otherwise the Board is unaccountable to the voters who put them in office.

Mark Jones stated the new rules should apply to future projects, and this project should be grandfathered in.

Community development Director, Gavin Henderson was available for questions, and had discussion with the Board.

Comm. Hendrix moved that Staff has heard the recommendations from the Board and the public, and will come back with a new draft version based on the information they've been provided; Comm. Jacobson seconded, and the motion passed 5-0.

6. Commissioner Comments

The Board thanked staff for their time working on the Ordinance, and the public for their comments

Comm. Hockaday also stated he'll be on Zoom for the next meeting.

7. Public Participation

Chair Keller asked for public comment.

Jim De Chambeau requested the reclamation bond not include a bank letter of credit.

Ronda Moore expressed concern with the setbacks, different regulation needed for data centers, and dark sky red lighting needed.

Phyllis Hiskett questioned if it can be written into the Ordinance that EIS's must be required even for private property.

Robin Biggs expressed concern with noise affecting wildlife, the Sunshine Law Rule was violated, and there was no sound on the monitor for the first hour of the meeting, along with other concerns.

Leslie Sonne, representing Citizens to Protect Smith Valley, invited the public to the community hall on Highway 208 in Smith Valley on August 18, 2026 from 6PM to 8PM for an open house with HudBay Minerals on the Smith Valley mining project.

Melanie Mc Falls, Walker River Paiute Tribe Chairman, questioned why a workshop with Q&A was not afforded to the community. She also expressed the Walker Paiute Tribe's opposition to the construction of the Monarch Data Center.

Laurie Thom requested a moratorium until everything is figured out.

Leo Solari expressed concern that the workshop is for Copia Power, but Copia is exempt from what will be approved Thursday.

Justina Yellowhair reiterated concerns with the Ordinance being created to protect the health of the public, and chemical safety POS and hazardous materials.

Leah Wilkinson expressed concern with the Monarch Data Center not being included in the Ordinance because it hasn't been fully approved yet.

8. Adjourn

Meeting adjourned at 3:04 P.M.

LYON COUNTY BOARD OF COMMISSIONERS

SCOTT KELLER, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.e

Subject:

For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services for the FY27 Differential Response program, in the amount of \$120,744.

Summary:

This is the annual grant renewal for Differential Response funding. This funding supports case management services for at-risk families. The program provides support to the Department of Child and Family Services on Priority 3 Child Protective Services (CPS) reports. Through the program, families receive early intervention services related to educational, environmental, physical, and medical neglect, as well as improper supervision.

Financial Department Comments:

There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services for the FY27 Differential Response program, in the amount of \$120,744.

ATTACHMENTS

- [FY27 Differential Response Notice of Subaward](#)



State of Nevada
Department of Human Services
Division of Child & Family Services
(hereinafter referred to as the Department)

Agency Ref. #: **314567-27-002**
Budget Account: **3145**
Category: **67**
GL: **8511**
Job Number: **DRS**
Sub Org: **N/A**

NOTICE OF SUBAWARD

Program Name: Fund for a Healthy Nevada - Differential Response DCFS Grants Management Unit / DCFSGrants@dcfs.nv.gov	Subrecipient's Name: Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 620 Lake Ave Silver Springs, NV 89429
Subaward Period: July 1, 2026, through June 30, 2027	Subrecipient's: EIN: 88-0198529 Vendor #: T40156600A A UEI #: UT4JJJ9N6L69

Purpose of Award: To provide case management and services to families referred to the Differential Response program.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$120,744.00	Total Obligated by this Action:	\$ 120,744.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 0.00
4. Equipment	\$0.00	Match Required ☐ Y ☒ N	\$ 0.00
5. Contractual/Consultant	\$0.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$0.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$120,744.00	Research and Development (R&D) ☐ Y ☒ N	
8. Indirect Costs	\$0.00	Federal Budget Period:	
TOTAL APPROVED BUDGET	\$120,744.00	Federal Project Period:	
		FOR AGENCY USE, ONLY	

Source of Funds:	% Funds:	ALN:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
Funds for Healthy Nevada	100	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 0%

Terms and Conditions:

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.
7. Per [NRS 232.359](#), subrecipients are required to add or update their agency profile to the Nevada 2-1-1 system and provide verification of enrollment, as applicable.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;

Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer; and
Section G: DHS Business Associate Addendum

Name	Signature	Date
Scott Keller, Chair Lyon County Board of County Commissioners		
Yadira Montes-Santoyo Social Services Program Specialist III DCFS Grants Management Unit		
For Kimberly Abbott, Administrator DHS, Division of Child & Family Services		

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

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

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$1,000,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Human Services shall not use grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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15. Protections for Whistleblowers

- In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.
17. Data Ownership - The Business Associate acknowledges that Business Associated or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, store, destroys, or otherwise holds, transmits, uses discloses. The Division of Child and Family Services maintains ownership of all data collected by the Business Associate and can receive access to such data without limitation.
18. Reporting -The subrecipient is also required to submit any or other reporting as defined and requested by DCFS. The subrecipient agrees to participate in reporting all required data and information to the evaluation team as required

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

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SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for: Lyon County Human Services (LCHS)

Goal 1: Children and families referred from DCFS into the Differential Response Program will be safe and stable in their home environment.

<u>Target Number</u>	<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How this goal will be measured (qualitatively)</u>
174	1. LCHS will receive 174 referrals from DCFS for families requiring additional support services. Of the 174 families, 80% will receive case management, including goals, addressing the allegation. 2. 75% of the families receiving case management will make positive change in protective factors, diminished risk factors and improved child safety.	1. Complete the NCFAS-GR or comprehensive family assessment every 3 months and upon program completion. Complete a service plan with the family. 2. Regular in-home visits that provide ongoing positive connections and community referrals along with family centered case management	06/30/2027 06/30/2027	1. Initial intake and enrollment, program assessment, including the comprehensive family assessment. 2. Completed assessments. 3. Calendars, Awards progress notes documentation, and service plans.	1. Case notes, assessment outcomes, and service plans documentation. 2. Completed assessments including the NCFAS-GR or comprehensive Family Assessment showing increase in parental competencies. 3. By completion of service plan and resource connections. <i>All documentation stored in EHR Database, Welligent.</i>

Goal 2: Parents will become more knowledgeable in parental competencies to improve protective factors.

<u>Target Number</u>	<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How this goal will be measured (qualitatively)</u>
34	1. LCHS will offer 34 community parenting classes, 75% of the participants will experience increase parenting attitudes, parenting competence and decreasing stress	1. Case Managers will offer free parenting classes or other education classes to the enrolled families as well as to parents in the communities.	06/30/2027	1. Documentation through database, Awards, sign in sheets, client knowledge survey.	1. Post class quiz

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

**STATE OF NEVADA
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SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget:

Applicant Name: Lyon County Human Services

BUDGET NARRATIVE

<u>Total Personnel Costs</u>	including fringe	Total:	\$120,744
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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Dalia Sannebeck, Senior Case Manager, Position Control Number 60102 Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.	\$72,188	43.00%	28.20%	12	100.00%	\$29,111

Gladys Cortez, Senior Case Manager, Position Control Number 60108 Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.	\$70,859	49.00%	28.20%	12	100.00%	\$29,774
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Alicia Young, Senior Case Manager, Position Control Number 60103 Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.	\$68,428	44.00%	28.20%	12	100.00%	\$27,787
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Christina Cervi, Senior Case Manager, Position Control Number 60109 Provides casework services to individuals, conducts intakes, assessments, and follow up appointments with individuals and family members to obtain information for formulating program/service eligibility and case plans.	\$71,742	43.00%	33.21%	12	100.00%	\$34,072
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Total Fringe Cost	\$37,281		Total Salary Cost:	\$83,462
Total Budgeted FTE	1.18			

<u>Travel</u>	Total:	\$0
<u>Operating</u>	Total:	\$0
<u>Equipment</u>	Total:	\$0
<u>Contractual</u>	Total:	\$0
<u>Training</u>	Total:	\$0
<u>Other</u>	Total:	\$0

TOTAL DIRECT CHARGES	\$120,744
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<u>Indirect Charges</u>	Indirect Rate:	0.00%	\$0
Indirect Methodology: Lyon County opts for a 0% indirect rate.			

TOTAL BUDGET	Total:	\$120,744
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Applicant Name: County of Lyon

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<u>FUNDING SOURCES</u>	<i>Differential Response</i>	CBCAP	IVB-2	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED		SECURED	PENDING						
ENTER TOTAL REQUEST	\$120,744	\$119,234	\$101,984						\$341,962

EXPENSE CATEGORY

Personnel	\$120,744	\$119,234	\$101,984						\$341,962
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Training	\$0								\$0
Other Expenses	\$0								\$0
Indirect	\$0								\$0

TOTAL EXPENSE	\$120,744	\$119,234	\$101,984	\$0	\$0	\$0	\$0	\$0	\$341,962
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$0
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Total Agency Budget	\$341,962
Percent of Subrecipient Budget	35%

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed **\$12,744.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- To provide technical assistance, upon request from the Subrecipient;
- To provide prior approval of reports or documents to be developed;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Site monitors will be conducted as determined by state and federal guidelines or as deemed necessary.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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SECTION D**

Agency Ref. #: 314567-27-002
Budget Account: 3145
GL: 8511
Draw #: _____

Request for Reimbursement

Program Name: Fund for a Healthy Nevada - Differential Response DCFS Grants Management Unit / DCFSGrants@dcfs.nv.gov	Subrecipient's Name: Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 620 Lake Ave Silver Springs, NV 89429
Subaward Period: July 1, 2026, through June 30, 2027	Subrecipient's: EIN: <u>88-0198529</u> Vendor #: <u>T40156600A A</u>

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month: _____ Calendar Year: _____

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

Is program contact required? ____ Yes ____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

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

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☒ YES ☐ NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon, Couty of
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2025
7. What time-period did your last audit cover? July 1, 2024 - June 20, 2025
8. Which accounting firm conducted your last audit? Sciarani & Co.

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

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SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months **and** is receiving PERS, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☒ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

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

STATE OF NEVADA
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NOTICE OF SUBAWARD
SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

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16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
 - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
 - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.f

Subject:

For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Independent Living program, in the amount of \$110,373.

Summary:

This is the annual grant renewal for the Nevada Clinical Services “Independent Living Program through the Nevada Department of Health and Human Services. This funding will support additional case management and transportation services through the Adult and Senior Services divisions, helping to reduce barriers for individuals living with disabilities.

Financial Department Comments:

There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Independent Living program, in the amount of \$110,373.

ATTACHMENTS

- [FY27 Independent Living Notice of Grant Award and Agreement](#)

Nevada Clinical Services, Inc.
3816 South Maryland Parkway
Las Vegas, NV 89119
NOTICE OF GRANT AWARD AND AGREEMENT

<u>Grantee Name:</u>	
Lyon County Human Services – Independent Living	
<u>Physical Address:</u>	<u>Mailing Address:</u>
620 Lake Avenue Silver Springs, NV 89429	620 Lake Avenue Silver Springs, NV 89429
<u>Contact:</u>	<u>Email:</u>
Shayla Holmes	sholmes@lyon-county.org
<u>Telephone:</u>	<u>Grant Period:</u>
(775) 577-5009, ext. 3301	7/1/2026 to 6/30/2027
<u>Grantee's:</u>	
EIN:	88-6000097
NCS Grant #:	202702
<u>Purpose of Award:</u> Lyon County Human Services will increase the Adult Services division capacity to expand intake, assessments, and comprehensive case management activities for individuals living with disabilities, with the primary goal of reducing barriers and increasing self-sufficiency.	
Region(s) to be served: ☐ Statewide ☒ Specific County or Counties: Lyon County	
<u>Approved Annual Budget:</u>	
Personnel	\$107,373
Travel	\$0
Operating	\$3,000
Equipment	\$0
Contractual/Consultant	\$0
Training	\$0
Other Expenses	\$0
Indirect	\$0
Total Cost	\$110,373
<u>Disbursement of funds will be as follows:</u>	
Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this grant. Total reimbursement will not exceed \$110,373 for the period July 1, 2026 to June 30, 2027 ("Grant Year"). Nevada Clinical Services, Inc. ("NCS") has designated the Nevada Department of Human Services f/k/a Nevada Department of Health and Human Services ("Manager") to provide professional services to assist NCS in administering and managing this notice of grant award and agreement, inclusive of all incorporated documents ("Grant").	

Terms and Conditions: In accepting these Grant funds, the Grantee understands and agrees to the following.

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with applicable state and federal law and the terms of this Grant Agreement.
3. Expenditures must be consistent with the narrative, goals and objectives, budget, and other terms as specified in this Grant Agreement and any Incorporated Documents.
4. Grantee must comply with NCS' Grant Conditions and Assurances, and NCS' Grant Instructions and Requirements.
5. Grantee must comply with all applicable federal regulations.
6. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by NCS or Manager.
7. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by NCS or Manager.
8. NCS may extend the term of this Grant for an additional 12-month term at the same terms and conditions upon written notification to the Contractor.
9. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Human Services f/k/a Nevada Department of Health and Human Services ("DHS") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' assignment of this Agreement to DHHS, NCS and Grantee agree that the amendments reflected in Section F shall become effective immediately.

Source of Funds:

% Funds:

NCS	100
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Incorporated Documents:

Section A: NCS Grant Conditions and Assurances
Section B: Description of Services, Scope of Work, and Deliverables
Section C: Budget
Section D: Confidentiality Addendum
Section E: NCS Grant Instructions and Requirements (GIRS)
Section F: Assignment

Authorized Grantee Official (Printed Name, Title): Scott Keller Board of County Commissioners, Board Chair	Signature:	Date:
Nevada Clinical Services: Karla Perez, Secretary	Signature:	Date:

#4917-1195-0788

SECTION A

NCS GRANT CONDITIONS AND ASSURANCES

SECTION A
NCS GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Nevada Clinical Services, Inc. (hereafter referred to as "NCS") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Grantee is an independent entity.
2. The Grantee shall hold harmless, defend and indemnify NCS from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.
3. NCS or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release NCS or Grantee from its obligations under this Agreement.

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

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

NCS may also suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or with any NCS policies, terms or provisions referred to herein; and NCS may declare the Grantee ineligible for any further participation in NCS' Grant Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable law or NCS policies, NCS may withhold funding as outlined in the current Grant Instructions and Requirements.

Grant Assurances

A signature below indicates that the Grantee is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with NCS insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any

employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive.
7. It is the policy of NCS that any Grantee required under federal regulations to complete an audit that meets the standards set forth in Subpart F of 2 CFR 200 must provide Manager, on behalf of NCS, with a copy of the final audit report.
8. No funding associated with this grant will be used for lobbying.
9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
11. Compliance with NCS Grant Instructions and Requirements.
 - A. An organization receiving grant funds through NCS shall not use grant funds for any activity related to the following.
 - (1) Any attempt to influence the outcome of any Federal, State or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - (2) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - (3) Any attempt to influence:
 - (a) The introduction or formulation of Federal, State or local legislation; or
 - (b) The enactment or modification of any pending Federal, State or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - (4) Any attempt to influence the introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity.
 - (5) Any attempt to influence:
 - (a) The introduction or formulation of Federal, State or local legislation;
 - (b) The enactment or modification of any pending Federal, State or local legislation; or
 - (c) The introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - (6) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

- (7) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- B. An organization receiving grant funds through NCS may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- (1) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - (2) Not specifically directed at:
 - (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - (c) Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a grantee or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to Manager, on behalf of NCS.

Lyon County

Name of Organization

Signature of Authorized Representative

Scott Keller
Board of County Commissioners, Board Chair

Name and Title (Please Print)

#4917-1195-0788

SECTION B
DESCRIPTION OF SERVICES,
SCOPE OF WORK,
AND
DELIVERABLES

SECTION B

DESCRIPTION OF SERVICES, SCOPE OF WORK, AND DELIVERABLES

Lyon County Human Services, herein referred to as “Grantree”, agrees to provide the following services and reports according to the identified timeframes:

Goal 1: Lyon County residents with disabilities can easily connect with services and receive timely, practical support in their community.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 Increase visibility and access to services.	1.1.a Conduct targeted outreach to community partners serving individuals with disabilities. 1.1.b Provide clear, simple information on how to access services (flyers, partner communication, etc.).	Individuals know how to access services resulting in a consistent or increased rate of referrals across the grant period.	Ongoing during subaward period.	Lyon County residents with disabilities.	Number and source of referrals tracked quarterly. Outreach activities documented with a minimum of 6 outreach events held annually.	Incoming referrals and referral source tracked in EHR. Google calendar events and copies of flyers maintained.
1.2 Provide flexible, community-based service delivery.	1.2.a Offer services in multiple settings (office, phone, community, home visits when appropriate).	Services are accessible regardless of transportation or mobility barriers, resulting in increased engagement from individuals who would not access office based services.	Ongoing during subaward period.	Lyon County residents with disabilities.	Number of individuals unable to attend in-office appointments due to disability related barriers who are provided services in an alternate location.	Location of every interaction entered and tracked in EHR.

Goal 2: Lyon County residents with disabilities receive practical support to navigate systems and address immediate barriers to independent living.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
2.1 Provide timely contact and service navigation.	2.1.a Contact client within 5 business days to triage needs and schedule intake appointment. 2.1.b Identify immediate barriers (housing, income, transportation, healthcare, etc.) and provide referrals and direct assistance to address needs.	All individuals referred will leave interactions with clear next steps, resulting in reduced confusion around available services and increased connection to appropriate resources.	Ongoing during subaward period.	Lyon County residents (18 and over) with disabilities.	Contact is attempted within 5 business days for 100% of individuals requesting assistance. 90% of clients receive at least one referral or direct service within 30 days of initial contact.	Services provided entered and tracked in EHR.

2.2 Provide client-directed planning and ongoing support to address barriers.	2.2.a Use a person-centered approach to identify client priorities and immediate needs. 2.2.b Develop simple, realistic service plans with 1–2 short-term goals and provide follow-up support based on client need.	Individuals receiving services will have personalized goals and necessary supports to achieve goals.	Ongoing during subaward period.	Lyon County residents (18 and over) with disabilities.	80% of individuals will have at least one goal on their service plan. 70% of clients will show progress toward a goal by meeting goal objectives.	Service plan with goal objectives completed and data inputted into EHR.
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Goal 3: Lyon County residents will have sustainable and consistent access to transportation.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
3.1 Sustain and expand transportation services to ensure Lyon County residents have reliable and consistent access to essential services. 3.1b Improve transportation accessibility by reviewing and adjusting routes based on community needs and rider demand.	3.1a Retain and support two full-time Transportation Specialists to maintain daily transportation operations, scheduling, rider coordination, and outreach. 3.1b Evaluate transportation routes regularly and update routes to reflect requested destinations such as medical appointments, senior centers, grocery access, and essential community services.	Continued uninterrupted transportation services with consistent staffing support and improved service reliability for residents. Transportation routes better align with resident needs, resulting in increased ridership and improved access to services.	Ongoing during subaward period. Ongoing during subaward period	Current staff Lyon County residents.	Retention of staff. Number of route updates completed; increased ridership and trip requests	Monthly Staff Rounding form. Google Calendar Outreach flyers.

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SECTION C

BUDGET

BUDGET NARRATIVE
July 1, 2026 – June 30, 2027

<u>Total Personnel Costs</u>	including fringe					Total:	\$107,373
-							

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Andrea Benally Case Manager Position Control #60203	\$66,476	45.00%	11.50%	11	91.67%	\$10,161

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Emma Osterman Case Manager Position Control #60202	\$50,330	78.00%	11.50%	11	91.67%	\$9,444

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Michelle Grouse Case Manager Position Control #60101	\$66,201	24.00%	11.50%	11	91.67%	\$8,654

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Lisa Tilley Transportation Specialist Position Control #61408	\$58,853	55.00%	23.95%	11	91.67%	\$20,024

Provide transportation to medical services for individuals with disabilities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Caleb Neumann Transportation Specialist Position Control #61400	\$48,208	53.00%	25.00%	11	91.67%	\$16,903

Provide transportation to medical services for individuals with disabilities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Cheri Roberts Case Manager Position Control #60205	\$59,622	71.00%	19.90%	11	91.67%	\$18,598

Provide person centered planning and case management services for individuals over the age of 60 with disabilities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Mikala Hazelton Case Manager Position Control #60207	\$51,800	69.00%	19.90%	11	91.67%	\$15,969

Provide person centered planning and case management services for individuals over the age of 60 with disabilities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Rhiannon Baker Adult Services Division Manager Position Control #60001	\$94,784	42.00%	3.00%	11	91.67%	\$3,701

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services. Provide program oversight.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Rebecca Williams Senior Services Division Manager Position Control #61000	\$87,972	62.00%	3.00%	11	91.67%	\$3,919

Provide person centered planning and case management services for individuals over the age of 60 with disabilities. Provide program oversight.

Justification: Our goal is to fully expend personnel expenses within 11 months to streamline end-of-year fiscal and administrative processes. Additional funding sources are available to support personnel costs during the 12th month of the fiscal year, ensuring continuity of operations and staffing coverage.

Total Fringe Cost		\$38,764	Total Salary Cost:		\$68,609
Total Budgeted FTE		1.29			

Operating	Total:				\$3,000
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	<u>Monthly Expense</u>	<u>FTE/UNIT</u>	<u>Number of Months</u>	Total
1 yr. cell phone service @ \$750 x 4 to allow for safety during home visits with clients	\$63	4	12	\$3,000

Justification: Cell phone usage for staff safety when doing home visits with clients.

TOTAL DIRECT CHARGES	\$110,373				
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Indirect Charges	Indirect Rate:		0.00%	\$0
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TOTAL BUDGET	Total:				\$110,373
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#4917-1195-0788

SECTION D

CONFIDENTIALITY ADDENDUM

SECTION D
CONFIDENTIALITY ADDENDUM

BETWEEN

Nevada Clinical Services, Inc.

Hereinafter referred to as “NCS”

and

Lyon County Human Services – Independent Living

Hereinafter referred to as “Grantee”

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between NCS and Grantee.

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

NOW, THEREFORE, NCS and Grantee agree as follows:

I. **DEFINITIONS**

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

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Grantee** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. **TERM**

The term of this Addendum shall commence as of the effective date of the Grant Period and shall expire when all information provided by NCS or created by Grantee from that confidential information is destroyed or returned, if feasible, to NCS or Manager pursuant to Clause VI (4).

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

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

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY GRANTEE**

Grantee shall be permitted to use and/or disclose information accessed, viewed or provided from NCS or Manager for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. **USE OR DISCLOSURE OF INFORMATION**

Grantee may use information as stipulated in the primary agreement if necessary for the proper management and administration of Grantee; to carry out legal responsibilities of Grantee; and to provide data aggregation services relating to the health care operations of NCS or Manager. Grantee may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Grantee has obtained written approval from NCS.

VI. OBLIGATIONS OF GRANTEE

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

IN WITNESS WHEREOF, Grantee and NCS have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

GRANTEE

Signature

Date

Scott Keller

Printed Name

Board of County Commissioners, Board Chair

Title

NCS

Signature

Date

Karla Perez

Secretary, Nevada Clinical Services, Inc.

Title

#4917-1195-0788

SECTION E
NCS GRANT INSTRUCTIONS AND REQUIREMENTS
(GIRS)

NCS Grant Instructions and Requirements

Effective July 1, 2026

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GRANT INSTRUCTIONS AND REQUIREMENTS (GIRS)

Compliance with GIRS is not optional and is a condition of each award, regardless of funding source, for every Grantee and/or vendor and is referenced in the terms and conditions of the Grantee award.

GIR-27-1 GIRS DEFINED

Nevada Clinical Services, Inc. (“NCS”) has adopted the GIRS as part of the Grantor’s policies to provide essential information relative to financial, administrative and program requirements for activities funded by NCS. It is each Grantee’s responsibility to ensure that all Grantees are compliant with the applicable federal and state regulations. As directed or through its Manager, the GIRS are updated and applied to the grant programs on the effective date the regulation changed. NCS reserves the right to modify or update the GIRS when federal or state regulations are modified or to ensure best practices. NCS specific procedures, either directly or through its Manager, can be more restrictive, not less restrictive.

Sections of the GIRS are identified by the term GIR (a single provision in the Grant Instructions and Requirements), followed by the last two digits of the Program Fiscal Year, starting July 1, of the last revision, and numbered serially.

Each Grantee is instructed to grants from all funding sources unless otherwise noted in the grant award.

GIR-27-2 GRANTOR AND GRANTEE DEFINED

NCS is the **Grantor** of the awarded funds and is responsible for oversight of the awarded funds. NCS is party to a Management Services Agreement with the Department of Health and Human Services of Nevada, referenced herein as “Manager” to provide management and professional services to assist NCS in administering and managing its obligations under various agreements, which include NCS’ grant agreement.

The **Grantee** is the recipient of the funds awarded by NCS for the specific purposes set forth in the Grantee’s Grant Agreement with NCS and any incorporated documents and/or attachments.

The Grantee includes all employees, board members, and designated representatives of the recipient organization or agency.

An entity that receives a portion of these funds through the Grantee is also known and recognized as a Subcontractor and is subject to the GIRS.

GIR-27-3 GRANTOR AUTHORITY

The Grantor cannot be limited in its rights by the Grantee, as Grantor rules and regulations shall supersede Grantee rules and regulations, unless the Grantee’s are more restrictive. The ability of NCS, or its designee, to evaluate the grant includes full access to any document and/or record pertinent to the program and the right to interview staff, clients, agency personnel or board

members in accordance with the procedures of confidentiality as described in GIR-27-4 and/or any pertinent policies prescribed by NCS, either directly or through its Manager.

GIR-27-4 CONFIDENTIALITY

All Grantees are required to comply with applicable state and federal confidentiality and privacy rules. Grantees shall collect, maintain, and transmit personal information about service recipients in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on any information submitted to the Grantor or its designees). Any Grantee that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191 (45 CFR 160 and 164). Such safeguards shall not restrict the Grantor's access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d)(1)(iii)].

All Grantees must have a policy to protect the confidentiality of all Personal Identification Information (PII). PII is defined as: Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

Providing this information to individuals without a "need to know" and/or a measure that is not encrypted is a violation and shall be reported to the federal or appropriate agency for action. Any violation may result in an agency having funding restricted or be placed as a restricted agency by a federal or state agency. All Grantees must have an active guidance on the protection of PHI in their policies and procedures. The requirements for confidentiality include the maintenance of records.

GIR-27-5 INTERNAL CONTROLS

NCS, in its right to have internal controls, ensures integrity and accountability through the oversight and monitoring of audit services, fiscal, and programmatic compliance with federal and state rules, policies, and procedures, and investigations of fraud, waste, and abuse while ensuring integrity and accountability.

The GIRS provides a baseline of mandated internal controls to comply with federal and state regulations. Additional internal controls may be established by NCS either directly or through its Manager.

Documentation of internal control policies for each Grantee must be maintained on site and produced for desk audit, program review and/or site monitoring visit, prior to the issuance of any grant or contract award.

GIR-27-6 CONTROLLING DOCUMENTS

For purposes of administration and decisions regarding compliance and operations, the approved grant proposal (including scope of work, outputs and outcomes), budget, assurances, GIRS, program guidance, and any applicable federal or state regulations and requirements constitute the controlling documents. Both the Grantee and the Grantor shall reference these documents when interpreting or applying rules.

Any questions regarding the administration of this grant should be directed to NCS or its Manager.

GIR—27-7 ETHICS & DISCLOSURE

1. An Ethics and Disclosure Agreement or Statement is required for all Board members, leadership, employees and contractors who must disclose any current employment or fiduciary responsibilities with public, private or non-profit organizations.
2. Disclosures by all staff must be maintained for any relative being served by the organization or employed by the organization related to the Grant.
3. All disclosure information must be maintained in the human resource file, and accessible during a site review and/or audit.

All Grantees are required to comply with 2 CFR 200.113 for mandatory disclosures to be submitted in writing to NCS, either directly or to its Manager, of all violations of law involving fraud, bribery, or gratuity violations.

GIR-27-8 GRANTEE RIGHTS AND RESPONSIBILITIES

1. The Grantee organization assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant applications.
2. The Grantee shall maintain effective control and accountability for all grant funds, property, and other assets.
 - a. Source documentation for all transactions, controls and other significant events must be maintained with the Grantee or contractor, be clear and **readily available** for examination. All documentation such as invoices, contracts, grant awards, etc., must be maintained at the Grantee's principal place of business. The submission of a Request for Reimbursement (RFR) or Invoice confirms the Grantee agreement to comply with source documentation retention requirements. Timelines for record retention are addressed in GIR 27-22.

Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from NCS, either directly or through its Manager, and may require a written amendment to the grant agreement.

3. Grantee must notify NCS, either directly or through its Manager, immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach. (In this case, "immediately" means as soon as the Grantee becomes

aware of such legal action or negative publicity.)

4. All instructions, requirements, rules, and regulations for grants administered through NCS are applicable to subawards, mini-grants, contracts or other mechanisms passing on these funds. Although NCS or its designee will conduct reviews and/or audits of Grantee, it is the primary responsibility of the Grantee to establish and carry out policies and procedures for monitoring.
5. Grantee must establish policies and procedures for procurement that comply with the guidelines and direction prescribed by NCS, either directly or through its Manager.
6. Decisions made by NCS must be based on the most recent GIRS, grant agreements, approved budgets, and grant assurances. If a Grantee disagrees with a decision, the Grantee has the option to dispute the decision by taking the following steps:
 - a. Request in writing that NCS, either directly or through its Manager, provide the specific documentation upon which a decision is based.
 - b. If this does not resolve the disagreement, the Grantee may request in writing that NCS or its designees conduct a further review of the issues. Written response will be made within seven (7) working days.
 - c. NCS' decision (within fourteen (14) working days) will be final and will not be open to further discussion or challenge.
7. All interactions between Grantees and NCS or its designee will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.
 - a. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the Grant.
8. Technical assistance within the capacity of NCS, either directly or through its Manager, will be provided at the request of the Grantees:
9. All Grantees that provide direct services to clients are required to submit organizational and service information to Nevada 2-1-1 and to update that information annually. Proof of submission and/or updates will be required as part of the Grantee's second quarter progress report.
10. All Grantees of funding must comply with federal law which prohibits Grantees from replacing (supplanting) state, local or other funds with federal grant or contracted dollars.
11. All Grantees who provide direct services are required to bill public programs such as Medicare or Medicaid for all eligible expenses.
12. All Grantees are required to comply with state and local compliance requirements that are in place in response to a Presidential or Governor declared disaster in service area defined in grant award, including but not limited to COVID-19, natural disasters, etc.

GIR-27-9 REQUEST FOR REIMBURSEMENT (RFR) INSTRUCTIONS

1. The information provided on this report must reconcile with the Year-to-Date and Transaction List/Source Documentation Reports. The worksheet contains the same

information that is within the grant. **All documents must reconcile to each other.** If they do not reconcile, the RFR will be rejected for the Grantee to determine the variance. This workbook is for Grantee use and is their responsibility to verify formulas and information being submitted. Each RFR must be signed by the organization's authorized representative.

2. All Requests for Reimbursement must be submitted using the documents contained in the Request for Reimbursement excel workbook format by the 15th of the month for the previous month, unless otherwise specified in the Notice of Grant Award (NOGA).

3. **Request for Reimbursement** - Cover Page with Signature

- a. **Approved Budget:** Approved Budget amounts must be populated based on the proposal and scope of work for the performance period of the grant. Any change to this amount must be approved in writing by NCS and requires a budget modification request form (BMR) (10% or less of total award) or an amendment (above 10% of the total award). The approved budget categories cannot be altered, unless NCS gives written approval, either directly or through its Manager.
- b. **Total Prior Requests:** List the total expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the previous Request for Reimbursement/Advance form. If this is the first request for the contract period, the amount in this column equals zero. This amount should reconcile to the total of the amounts on the year-to-date report, sans the current month request.
- c. **Current Request:** List the current expenditures requested for the month for reimbursement in this column, for each category. Only current expenditures should be included as back up. The expenditures should be for the current month identified on the form. There should be only one PDF document with all the expenditures attached, in order, and documented as to what category they belong as part of the attachment.
- d. **Year to Date Total:** Adds Column B and Column C for each category.
- e. **Budget Balance:** Subtracts Column D from Column A for each category.
- f. **Percent Expended:** Divides Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments **MUST** be completed (including all approving signatures) no later than 30 days prior to the end of the grant period.

If an advance has been requested and approved, the second tab, Reimbursement Request – with Advance, will also have to be signed and completed. Each month under the “*advanced pym recon*” must be listed with the advance provided.

If there are no new advances for a month, the expended total should continue to deplete based on the current request (Column C), and the total funds advanced for that month should be zero. The months should be in order. If requesting a new advance, the form should be completed as if an award was being made in the month of the request. Please consult with Manager for detail.

The “match reporting” must be modified to account for each month of advance. This area can have rows added until the match is met.

4. Year-to-Date Report

The information to be completed in this report must reconcile with the Request for Reimbursement (RFR) cover sheet. Starting with Section I, enter the information from the approved budget into this worksheet. Within the personnel category, please use one line per employee. For example, if you have five (5) Counselors, **do not total them together**. Use one line for each staff member, providing their last name, position title, and the amount for which you are budgeted annually. Expenditures in categories that are broken into sub-categories in the grant document must be listed individually.

In Section II, for each month, enter the total for the sub-category in each line. These dollar amounts must reconcile with the individual expenses listed on the Transaction List/Source Documentation.

5. Transaction List and Source Documentation

To be reimbursed for allowable expenses, the Grantee must list each expenditure being requested in the appropriate category on the Transaction List monthly. Expenditures that are cost allocated to other funding streams must also include the funding allocation in columns to the right of the Total Cost. Grantees are not permitted to request reimbursement of expenditures on NCS awards for any individual or contractor that has been debarred or suspended by a federal agency. To ensure no funds are paid to individuals or organizations that are on the Suspended and Debarred list, the Grantee is required to search the Exclusions Database, Office of Inspector General, US Department of Health and Human Service for all contractors and employees, print the page that returns from the search, and maintain copy with grant file and/or contract for audit purposes. Grantees will be responsible to refund any monies paid to any individual or contractor who is included in the Exclusion Database. For access to the database: <https://exclusions.oig.hhs.gov/>.

Source Documentation to be Maintained by Grantee:

- **Personnel:** Includes activity-based timesheets and/or the actual pay stubs that show all the deductions and hours worked by the employee. If the employee is not a 100% funded position, the notations must identify what other funds are paying the additional hours. Documentation must identify employer paid expenses. NCS, either directly or through its Manager, reserves the right to request proof of payment of employer paid expenses.
- **Travel/Training:** Documentation includes mileage logs, invoices, training description, registration, agendas, receipts, and the Travel Reimbursement Form as prescribed by NCS or its Manager, on behalf of NCS, or equivalent. In many instances travel and training expenditures require prior approval – see Grant and/or Manager for specifics.
- **Operating:** Documentation includes all procurement material, purchase order, invoices, receipts, etc. For expenses paid through a revolving credit

account, NCS, either directly or through its Manager, reserves the right to request proof of payment to that account.

- **Equipment:** Documentation includes all procurement material, inventory and disposition, purchase order, invoices, receipts, etc.
- **Contractual:** Documentation includes all procurement material, licensing, insurance requirements, invoices, etc.
- **Other Expenses:** Documentation includes all procurement material, purchase order, invoices, receipts, etc.
- **Indirect Expenses:** The indirect cost rate may be used for expenditures that are not easily identifiable to one funding source. A Grantee using an indirect rate may not request expenditures as direct costs that are indirect in nature (see Indirect (F&A) Definition at 2 CFR 200.414).

6. Training Breakdown

The training breakdown is specific to any travel, mileage or other expense incurred and must be reported for each employee with the appropriate source documentation. Source documentation includes copies of parking receipts, registration information, etc. All training travel must be approved by NCS, either directly or through its Manager, in advance, if not specifically defined in the grant award.

7. Travel Claims

This is a summary of the travel claim(s) submitted. Please provide the name(s) of the traveler(s), date(s) of travel and the amount being claimed. The total at the bottom of the form should reconcile with the amount you have submitted on your RFR. TRAVEL CLAIMS / TRAVEL BREAKDOWN: If reimbursement for any travel-related expenses is requested, Travel Claims and the travel breakdown information must accompany this worksheet. Additional travel claims may be added to the worksheet, as needed. Please remember that the worksheet submitted each month should only contain backup information for items that are included within that month's expenses.

This form may be used for submitting backup documentation required for travel and training-related travel. New tabs may be created and copied for multiple claims. For claims submitted electronically, please indicate "SIGNATURE ON FILE" on the signature line. All backup documents (e.g., hotel receipts, airfare, rental cars, parking, etc.) and the claim with the original signatures must be available for review during site-visits.

All travel must be identified in the budget request and be specific for the travel approved. Any additional travel must be approved by NCS, either directly or through its Manager. It is the policy of NCS that all travel must comply with the organization's travel policy but cannot be less restrictive than the General Services Administration (GSA) regulations and the Nevada Administrative Manual 0200. If an organization does not have a travel policy, the travel policy described herein is applicable.

A Grantee organization that is able to generate system reports that duplicate all information for

numbers 4, 5 and 7 may submit a request to NCS, either directly or its Manager, for consideration to use an alternate report.

8. In-Kind / Match

This form must be used when reporting required Match. Complete the Reported Match column for each month, additionally, complete the Match column (with months) to provide a total overview of match-to-date.

9. NCS Budget Modification Form (BMR)

The NCS Budget Modification Form is a form used to request approval to redirect/modify the awarded budget that is less than 10% of the total awarded budget. All transfers between budget categories require notification and approval. Complete the fields to depict the original or amended budget, the amount of change and the revised budget. The Grantee must justify requested modifications and explain how it impacts associated objectives and goals of the award. The justification must be specific by category to provide NCS with the information as to why the Grantee is requesting the change and how it will ensure compliance with the funding purpose and support the performance metrics and goals defined. No action can be taken regarding the budget modification until NCS approves the modification.

GIR 27-10 COST SHARING OR MATCHING REQUIREMENTS

Any match requirements will be discussed in the grant agreement, its attachments, and/or other incorporated documents. Match expenditures are reviewed during site reviews. Grantees must maintain documents substantiating any cost sharing or matching. All matches must directly benefit the program for which the funds are granted. Reported match may not include unallowable expenses, expenditures that have been reimbursed by a federal grant, expenditures that have previously been used for match or maintenance of effort purposes.

GIR 27-11 COST ALLOCATION

The cost allocation requirement must be taken into consideration when a Grantee incurs a cost that benefits more than one cost objective (program). One example would be having an employee who works for two different programs. Another example would be a utility bill for a building used for two or more different programs, each with separate and distinct funding.

In the instance when cost allocation is required, each program must be charged for the percentage of benefit that each program received.

Grantees are required to develop and document a reasonable methodology for determining how each applicable cost will be allocated to each cost objective (program) involved. Examples of reasonable methodologies include: percentage of time allocated across programs based on actual time spent on programs as documented on time sheets; facility expenses that will be allocated based on the number of square feet used by each program by a building-use study or determining a reasonable allocation of space; and/or general office supplies based upon the number of Full Time Employees (FTE) working on programs allocated to the total cost of supplies. While the Grantee has flexibility in determining the methodology, the selected

methodology must be applied across all programs.

Resources for more in-depth and authoritative guidance for cost allocation include the following examples;

- **Code of Federal Regulations – 2 CFR 200**
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
- **Sample Indirect Cost Proposal – Health and Human Services**
https://www.energy.gov/sites/default/files/2024-04/EERE_R_543.001_Sample_Indirect_Rate_Proposal%28Pre_award%29.pdf
- **Indirect Cost Services for Non-Profits**
<https://www.usaid.gov/sites/default/files/2023-01/OCC-Guide-for-NonProfit-IndirectCostRate1-27-2023.pdf>

The Grantee must maintain documentation that supports the allocation of a cost to each program. The Grantor will review this documentation prior to approving the project budget, Request for Reimbursement or NCS Budget Modification Requests, during fiscal reviews or at any other time deemed necessary to verify that allocations are reasonable and equitable.

GIR 27-12 DIRECT AND INDIRECT COSTS

NCS defines an Indirect Cost as one that represents the cost of doing business, and are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization. These are costs that jointly benefit one or more program and includes items associated with overall financial and organizational administration; operation and maintenance costs for facilities and equipment; payroll, audit and procurement services.

Indirect rates must be applied using the Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first \$50,000 in that category.

Programs that allow for an indirect rate reimbursement may not submit for direct expenditures that are generally considered an indirect cost.

Direct costs generally include, but are not limited to, the following:

- a. Salaries and wages including vacations, holidays, sick leave, and other excused absences of employees working specifically on objectives of a grant or contract (e.g., direct labor costs)
- b. Employee fringe benefits allocable to direct labor employees
- c. Travel of employees that is directly related to the grant objectives
- d. Materials, and supplies purchased directly for use on a specific grant or contract

[See GIR-27-11 for details on how to allocate costs across different funding streams.]

To be eligible for reimbursement of indirect costs, indirect rates must be included in a Grantee's original, approved budget and the rate may not be renegotiated during the grant year. Reimbursement may not exceed the agreed-upon rate and must be requested at the time of the monthly reimbursement request.

Grantees that fail to include the indirect rate in a monthly reimbursement may not combine the request with a future month.

GIR 27-13 PROGRAM INCOME ACCOUNTING PROCEDURES

Program income is defined as gross income earned by an organization that is directly generated by a supported activity or earned specifically for the project funded by this grant. Program income includes but is not limited to income from fee-for-services performed.

1. Grantees shall ensure all measures will be taken to earn program income, when applicable and appropriate, to defray program costs of grant awards.
2. At the beginning of each grant year, the anticipated program income must be reported on the Budget Summary page submitted to Manager along with the project budget and approved by NCS. Funds must be listed by budget category (e.g., Personnel, Communications, Travel).
3. All participant contributions, fees or other income generated using grant funds must be credited to the appropriate grant and used to support that grant. Program income may not be used to support other grant-funded programs or general operations.
4. The Grantee's procedures must ensure full accountability for all program contributions and fees. The Grantee must clearly document the amount and source(s) of program income, and exactly how the money was used for the grant purpose. Income should be reconciled within the grant period.

A. Accounting for Program Income: All income generated as a direct result of an NCS funded project shall be deemed program income. Grantee shall ensure the use is consistent with the purposes identified under the conditions applicable to the award.

1. **Program Income Expenses:** Typically, there are expenses associated with the generation of Program Income. Grantee shall utilize the identified "*best practices*" which includes charging the expenses to the Program Income sub-budget. Expenses shall be allowable and not charged to any other grant or program. The expenses charged to the Program Income sub-budget must meet the Cost Principles of Reasonable, Allowable, Allocable, and Consistently Treated
2. **Sub-Budget:** Grantee shall administer a Program Income **sub-budget** as part of recognized best practices established under the identified subgrant (parent budget).
3. **Medicaid Billing:** In grant awards where Medicaid billing is allowed or encouraged, no fee or charge will be applied to the client.

4. **Non-Billable Services:** Grantee shall not charge a client for services billable to a grant program, which includes services to crime victims, homeless or identified populations.
5. **Program Income Tracking:** Grantee shall track Program Income in accordance with federal financial accounting requirements and develop a sub-budget for easy review.
6. **Program Income Use:** Unless different direction is provided by Manager on specific funding, the Grantee shall utilize the deductive methodology (defined below in subsection D.2) to expand or enhance services identified in the grant objectives by the federal and the non-federal entity

B. Use of Program Income: Grantee will ensure compliance with all conditions of the NCS award. Program income shall only be used for allowable program costs.

1. Any program income shall only be distributed throughout the budget of the award and spent on project-related activities.

C. Methodology Options and Examples: To ensure consistency in applying rules and regulations to all NCS grants the following methodology will be used for program income.

1. **Additive Methodology:** Program Income funds are added to the amount of the Award. The additional funds are used to cover allowable expenses and are used by Grantee to further eligible project or program objectives.

Additive Method Example	
Total Award Budget	\$100,000
Program Income Generated	\$ 10,000
Program Funds Available	\$110,000

2. **Deductive Methodology:** The Deductive Methodology requires any program income that was not originally approved in the budget to be deducted from their total NCS award. For example, if a recipient generates \$10,000 in program income that was not anticipated at the time the budget was approved and their NCS award amount is \$100,000, then the \$10,000 would reduce the NCS award to \$90,000, while maintaining a total project amount of \$100,000.

Deductive Method Example (Award amount stays the same)	
Total Award Budget	\$100,000
Net Program Income Generated (Total income minus the cost of generated income, i.e. billing staff, etc.)	\$ 10,000

Maximum amount provided by Grantor	\$ 90,000
Total Funds Expended	\$ 100,000

3. **Matching (Cost Share) Methodology:** Program Income funds are used to meet a Cost Share commitment. The matching or cost-share methodology is applied, and any income generated above and beyond the program and match would revert to the Additive Methodology.

Matching (Cost Share) Method Example (Award amount stays the same with allowability to address the non-federal share of match)	
Total Award Budget	\$100,000
Cost Share or Matching Commitment	\$ 15,000
Total Amount Required by Grant	\$115,000
Net Program Income Generated	\$ 10,000
Additional Match Needed	\$ 5,000

- D. **Documentation:** Records shall be maintained and readily available in the event of an audit or other review. This includes but is not limited to:

- Description of the income generating activities;
- Records of Percentage of Maintenance of Effort (MOE) by all grants;
- Project Based Time Reporting;
- Method used to calculate billable rates;
- Billing records (amounts billed and to whom);
- Revenue (income) generated, by whom and how applied;

GIR 27-14 ALLOWABILITY AND ALLOCABILITY OF COSTS

For a cost to be allowable as a charge against grant funds, ***it must first be detailed in the approved grant budget***, must benefit (or be allocable) the grant, and must be consistent with the goals and objectives of the grant. If a reimbursed cost is later disallowed, for example, through a retrospective fiscal review.

A cost is **allocable** to a grant/program if the goods or services involved are chargeable or assignable to that grant with relative benefits received. This standard is met if the cost:

- Is incurred specifically for the grant/program;
- Benefits both the program and the work entity and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the entity and is allowable.

A cost that is **allowable** to a grant/program must:

- Be necessary and reasonable for the performance of the project;
- Conform to any limitations or exclusions set forth in the terms and conditions, scope of work etc. within the specific grant or subaward;

- Be consistent with policies and procedures that apply uniformly to both federally financed and other costs and activities of the entity;
- Be accorded consistent treatment. A cost may not be assigned to a grant award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to another grant award as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other grant program;
- Be adequately documented, and maintain source documentation;
- Incurred during the performance period of the subaward; and
- Be net of any rebates or credits.

GIR 27-15 ALLOWABILITY OF SPECIFIC COSTS

This section provides more detailed information about costs that NCS Grantees frequently wish to include in budgets and budget modifications. These policies shall be binding on Grantees for purposes of costs under an NCS grant, unless otherwise agreed to by NCS, in writing.

1. Meals and Food

- a. Meals for an employee are reimbursable only when the employee is in travel status and when the final destination is more than 50 miles from the employee's workstation and the duration of travel exceeds 12 hours. Reimbursement is subject to a determination by NCS or its designee that the amount is reasonable.
- b. Meals or refreshments served during meetings to employees, boards of directors, professional associations or members of the public are **not** allowable. This policy applies regardless of the purpose of the meeting.
- c. General host funds are **not** allowable.
- d. Meals, snacks or beverages provided to program participants in training are allowable provided that these expenses are included in the Grantee's approved budget. For example, a program that offers parenting classes in the evening may be allowed to serve a casual supper to parents and children as an attendance incentive. An after-school or summer activity program for youth may be allowed to provide healthy snacks. A program that organizes or sponsors a professional conference may be allowed to provide a meal or snacks to registered participants. In any case, only food or beverages directly related to program activity is allowable. Grantees will be reimbursed only for eligible participants. This excludes guests, conference attendees who are not Nevada residents and Grantee employees.

2. Bottled water or distilled water delivered by a vendor for routine use is **not** allowable unless documentation is provided indicating that the domestic water available at the Grantee's place of business is unsafe or that the water delivery system is inadequate. [The only exception is bottled water provided as a direct program supply, as described in [GIR-27-11](#)]
3. Kitchen supplies and janitorial supplies (including, but not limited to, paper products, cleaning supplies, and beverage service) are **not** allowable unless they are direct program supplies.

4. Volunteer recognition is allowable (may include gifts, award banquets or a combination). The cost must be included in the Grantee's approved budget and may not exceed \$25 per volunteer per year. Program employees and members of boards or commissions are not covered under this provision.
5. Late fees, Non-sufficient Funds (NSF) fees, credit card interest charges, and reconnect fees are **not** allowable.
6. Travel costs are allowable only if they provide direct benefit to the grant-funded project and are included in the Grantee's approved budget. See GIR-27-17 for details about travel reimbursement.
7. Grant funds may **not** be used for:
 - a. Purchasing real property (e.g., real estate, land, buildings);
 - b. Making donations to organizations or individuals;
 - c. Lobbying;
 - d. Grant writing; or
 - e. Employee/staff funds that typically cover expenses such as birthday gifts, holiday parties, retirement congratulations, and bereavement condolences.
8. Use of grant funds to pay out accrued leave and/or compensatory time upon an employee's separation from service requires prior review and approval by NCS. Extended use of leave for illness, family illness or maternity is allowable, but Grantees are still responsible for meeting deliverables and outcomes. When extended leave is taken by an employee whose salary is paid in full or in part with grant funds, the Grantee must submit a plan to Manager, on behalf of NCS, stating how the work will be accomplished in the employee's absence.

GIR 27-16 DISBURSEMENT OF REIMBURSEMENT

1. Grant funds are disbursed using the reimbursement method.
2. Requests for Reimbursement (RFRs) must be submitted on NCS' approved reimbursement form and are required to be submitted within fifteen (15) days after the end of each month, unless specified in the NOGA. Deviation from the reimbursement schedule may be possible but only with prior **written** approval from NCS, either directly or through its Manager.
3. Multiple RFRs for the same grant award should not be submitted simultaneously. Any changes made to a RFR will necessitate revisions to subsequent RFRs.
4. The RFR form must be completed in full. Late submission, questionable costs, incomplete fields, missing documentation, or mathematical inaccuracies will result in a delay of funds being issued. Correction of errors identified by the Grantor is NCS' responsibility. Note that it is also the Grantee's responsibility to ensure that their records are updated and/or revised to avoid inaccuracies on future RFRs.
 - All workbook documents must be compiled and documented as to what category and

section it is applied. NCS reserves the right to reject the RFR if not completed as requested.

- Copies of source documentation for the RFR must be maintained by the Grantee and made available upon request.
 - Any reimbursement package that fails to contain required information shall be denied and returned to the Grantee for correction.
 - It is the Grantee's responsibility to ensure that each RFR is correct, reconciles and is for the period of request. Any RFR identified as failing to reconcile shall be returned to the agency for correction.
 - The approved budget is for one-year only, even if there is a two-year award. Each year operates as a separate grant agreement.
 - No employee funded with NCS dollars will be permitted to work in excess of 40-hours, without prior permission from NCS, either directly or through its Manager, unless otherwise stated in Grant.
5. Apart from the final RFR, at the end of the grant year (see GIR 27-19), Grantees must not submit requests with a negative number in the Balance Remaining column for any budget category.
6. Documentation supporting the RFR must be submitted along with the request in the form of a detailed transaction list by budget expense category [see GIRS 27-9]. The transaction list must be in the form of the provided Excel workbook (unless other written approval has been provided). The detailed transaction list must reconcile to the RFR. It is the Grantee's responsibility to include appropriate subtotals and totals on the transaction list to demonstrate that it does reconcile to the RFR. The transaction list and supporting documents must be kept on file for review at the time of Manager's fiscal monitoring.

The transaction list must be grouped by budget category and have totals that reconcile to the amounts shown on the RFR. RFRs will not be approved without a transaction list.

7. For fee-for-service budgets, documentation supporting the units of service provided during the reimbursement period does not need to be submitted along with the RFR. However, documentation **does** need to be maintained for review during site visits and program monitoring by NCS and/or Manager. Specific documentation will depend on the kind of services provided and will be determined by NCS, either directly or through its Manager, prior to submission of the first RFR. Grantees will be reimbursed on a fee-for-service basis only if the budget was submitted and approved as a fee-for-service budget prior to the start of the grant year.
8. In rare circumstances, and under certain conditions, advanced payments may be approved. Availability of advance grant payments will be determined by NCS, either directly or through its Manager. If a program is deemed eligible to receive grant payments in advance, the actual payment amounts are to be requested to meet actual cash needs of the project. No further payment will be provided until the previous month RFR has been reconciled.

The following must be in place prior to the review of any advanced payment request:

- a. A fully executed Notice of Grant Award (NOGA) must be in place before

- an advance will be considered.
- b. A Grantee may submit a request for advance funds if it does not have sufficient working capital to operate the program on a reimbursement basis. Advances may be utilized to cover up to 30 days of expenses that are part of the approved grant budget. Examples include routine operating expenses, payroll, and direct service expenses. **Advances will not be approved for the sole purpose of providing the Grantee with a financial bolster.**
 - c. An NCS Advance Request form must be submitted indicating the reason for the advance along with Commercial Crime Insurance coverage that covers the amount of the advance.
 - d. An advance will be paid upon approval of the completed request form if it meets all requirements.
 - e. Grantees must establish and maintain policies and procedures that minimize the time elapsed between the transfer of advance funds and disbursement.
 - f. The advances to the Grantee shall be limited to the minimum amount needed and be timed in accordance with the actual immediate cash requirements of the organization in carrying out the purpose of the approved program or project.
 - g. The advances must be the sum of all credits and must be related to maintaining direct services operations.
 - h. Upon receipt of an advance, the Grantee must submit a monthly RFR that depicts the expenditures associated with the advance.
 - k. The amount must be accounted for and reduced from the total and available funds on the following RFR. **Advances must be fully earned on or before the final RFR for the grant period.**
 - l. NCS' Fiscal Unit will closely monitor the use of the advance to ensure it is used solely for the purposes of the grant that funded the advance.
 - m. Misappropriation of advance funds, whether intentional or not, may result in denial of future advance requests and may result in immediate termination of the grant.

GIR 27-17 TRAVEL REIMBURSEMENT

Grantees **must** follow these instructions in order to be reimbursed for allowable travel expenses that are allocable to the grant and are included in the Grantee's approved budget.

1. Forms for travel reimbursement, and instructions for completing the forms, will be provided by NCS or Manager, upon request.
2. It is the policy of NCS to provide reimbursement in accordance with the Grantee's established policies or (in absence of a policy) up to the U.S. General Services Administration (GSA) rates established for the employee's destination, whichever is less. Information on GSA rates may be found on the GSA website: [Per diem rates | GSA](#). NCS allows an exception to the GSA rates for lodging that is procured at a prearranged place such as a hotel when a meeting, conference or training session is held.
3. Least Expensive Means

As a general rule, Grantees should always execute travel by the most economic means reasonably available. For example, the use of courtesy shuttles from airport to hotel is preferable to the expense of taxis.

4. Grant funds may not be used to cover fees for early flight check-in or excessive baggage.
5. **All expenses related to a single trip must be submitted on the same RFR in order to avoid duplication of payment on different elements of the same trip. NCS may approve exceptions on a case-by-case basis.**
6. **Trips That Include Expenses Beyond Local Mileage**
When billing for a trip that includes any expense other than local mileage reimbursement, the Travel tab in the RFR Workbook must be utilized to detail the specific trip.
 - a. The following documents must be maintained on file by Grantee:
 - (1) An agenda if the purpose of the trip was to attend a conference or meeting.
 - (2) A printout of the GSA rate for the area visited (showing allowable hotel and per diem costs).
 - (3) Receipts for parking, airfare, baggage fees, lodging, conference registration, internet access for business purposes, and car rental or other ground transportation (e.g., taxi or shuttle).
 - (4) Note that the receipt for lodging reimbursement **must** include a hotel front desk receipt obtained at checkout or via email. If a room is booked via a service such as Expedia or hotels.com, that receipt must also be maintained. *(Providing both the front desk receipt and the booking receipt verifies that the employee not only paid for the hotel but also made the trip and used the hotel room.)* The amount charged to the grant must be limited to the lodging rate plus applicable taxes and fees and must either be limited to the GSA rate, pursuant to NCS' policy, for the destination or meet the exception criteria set forth in Item 2 of this Section. Personal expenses such as movies, internet access for personal use and charges to deliver meals via room service will not be reimbursed.
 - b. Receipts are not required for incidental expenses (e.g., fees for luggage carts, metered parking, toll charges and tips). Pursuant to NCS' policy, reimbursement will be limited to the GSA approved amount per night.
7. **Meals**
 - a. Pursuant to NCS' policy, meals will be reimbursed at not more than the GSA rate for the employee's destination (whether in-state or out-of-state).
 - b. If a Grantee's written travel policies require that the employee be reimbursed for actual costs, then meal receipts must be attached to the Request for Funds. Pursuant to NCS' policy, Grantor will reimburse the Grantee for the actual cost, or the GSA rate, whichever is less. The Grantee may not submit a mix of GSA rate reimbursement and meal receipts. Only one reimbursement method will be accepted.
 - c. To be allowed reimbursement, the employee **must**:
 - (1) Travel to a destination that is at least 50 miles from his/her workstation; and
 - (2) Travel duration is more than 12 hours.*Note that departure and return are defined as the time that the employee left or returned to his/her workstation or his/her home, whichever is closer to the final destination (or to the airport if flying).*

- d. Meals provided as part of the meeting or conference agenda are not eligible for reimbursement, must not be claimed, and a note should be included indicating that the employee is not requesting reimbursement for that reason. Continental breakfasts are not considered meals, per diem for breakfast is allowed in such circumstances.
 - e. First and last day travel reimbursement will be made at 75% of the prescribed meals and incidental expenses.
8. **Local Mileage Reimbursement**
When submitting a request for local mileage reimbursement, Grantees must use the Travel Expense Reimbursement Claim form. Grantees must include a breakout of the number of miles traveled and the reimbursement rate. Any travel that includes expenses beyond local mileage reimbursement must be submitted in accordance with GIR 27-17 above.
9. **Mileage Reimbursement Standards**
- a. Pursuant to NCS' policy, mileage will be reimbursed at the current State/GSA rate or the rate in the Grantee's written policies and procedures, whichever is less.
 - b. Mileage will not be paid for travel to/from the employee's home and workstation.
 - c. An employee using his own personal vehicle will be compensated for any miles driven in excess of their normal commute. An employee's normal commute is the roundtrip mileage between the employer's residence and their official duty station.
 - d. Special reimbursement rules apply when an employee chooses to use a personal vehicle for his/her own convenience when other, less costly options are available.
 - (1) Reimbursement will be at half the regular rate if a personal car is used for Grantee business when an employee could have used a less costly means of transportation such as a company car or motor pool vehicle.
 - (2) In the circumstance listed in Item 9(d)(1) above, if the employee could have flown to the destination at a cost that would have been less than half the regular mileage rate, reimbursement should be limited to the cost of the airfare.

GIR 27-18 BUDGET MODIFICATIONS

Changing line items within a budget category requires prior approval by NCS, either directly or through its Manager, and must be documented in writing. Approval must be received prior to any expenses being incurred. NCS reserves the right to deny any claims for expenses not identified as a line item if incurred prior to the approval date.

- 1. All modifications with an overall total less than 10% of the total grant award require an NCS Budget Modification Request (BMR) form and a copy of the updated budget. Proposed expenditures must be consistent with current scope and approved goals for the grant.
- 2. The Indirect Rate may not be renegotiated or changed.
- 3. Modifications to allowable costs within a category may be approved by Manager and must be documented (email is allowable).
- 4. Modifications of more than 10% of overall budget, or a change in scope, requires an amendment to the subaward, an NCS BMR is not used in

this instance.

5. Justification for modifications must be complete and include an explanation of **why** funding has become available in certain categories, **why** funding is needed in other categories, and **how** the changes will affect the Grantee's ability to meet established goals. Simply stating that costs were over-estimated or under-estimated is insufficient justification.
6. If a BMR is initially denied, NCS, either directly or through its Manager, may direct the Grantee to make corrections or provide additional justification for reconsideration. All revisions are the responsibility of the Grantee and cannot be completed by NCS or its Manager.

GIR 27-19 END OF GRANT YEAR INSTRUCTIONS

1. All NCS Budget Modification Requests must be submitted not less than 30 days prior to the end of the grant year. Emergent circumstances may allow for extension of timeframe.
2. All goods and services **received** by the last day of the program's grant year, but not yet paid, are to be treated as accounts payable of that grant year.
3. Final Requests for Reimbursement must be submitted to Manager for review no later than 15 days after the end of the grant year, unless otherwise specified in the grant.
4. On the final Request for Reimbursement, NCS may approve a negative balance shown in one or more budget categories as long as the following conditions are met:
 - a. There is not a negative balance in the Indirect category;
 - b. The total negative balance from all categories does not exceed 10% of the award;
 - c. Total expenditures from all categories do not exceed the total grant budget;
 - d. Grantee submits detailed request/justification to Manager, on behalf of NCS, via e-mail prior to over-expending funds for the category (or categories) in question;
 - e. The budget variances do not constitute substantive changes to the original scope; and
 - f. NCS pre-approves the request in writing.

GIR 27-20 CARRYOVER OF FUNDS

Grants and contracts may not be carried over from one grant year to the next, unless otherwise approved in writing by NCS. Unless otherwise approved in writing, NCS grant funds not expended by the end of the grant year will not be eligible for payment.

If available and the funding source allows, carryover funds can be issued in supplemental grant awards or as an amendment if appropriate.

GIR 27-21 SPECIAL REQUIREMENTS FOR GIFT CARDS, VOUCHERS, AND OTHER LIKE ITEMS

1. Programs that use grant funds to purchase gift cards, gift certificates, bus passes, vouchers, and other like items for clients must establish internal controls in the form of written policies and procedures that, at a minimum:
 - a. Ensure the security of the items; and
 - b. Address appropriate distribution to clients.

Not all funds allow the purchase of gift cards, vouchers, or other like items and must specifically be included as part of the grant award.

2. Programs are required to use a log to inventory and track distribution and use of the cards, certificates, passes, vouchers, etc. (hereafter collectively referred to as “item”). A log template is available from NCS or Manager, but the Grantee may create one of its own if it tracks the following information:
 - a. Source of each item (e.g., Wal-Mart, Safeway);
 - b. Individual serial number or another identifier of each item;
 - c. Denomination (value) of each item;
 - d. Date each item was purchased (if applicable);
 - e. Date issued to client;
 - f. Date item was documented in client's case file;
 - g. Identification of client (name or confidential identifier);
 - h. Name of case manager;
 - i. Purpose of item or description of products or service to be purchased with item; and
 - j. In the case of gift cards, a checkmark to indicate whether a receipt was returned to the Grantee by the client.
3. The written policies and procedures, as well as the log, must be made available to NCS or Manager upon request and may be reviewed during program site visits.

GIR 27-22 RETENTION AND DISPOSAL OF PROJECT DOCUMENTS

1. Financial records, supporting documents, statistical records, and all other records pertinent to a grant agreement (whether in electronic or hard copy form) must be retained for a minimum of three (3) years from the submission of the grants final RFR, or in accordance with the Grantee's more restrictive guidelines. If any litigation, claim, or audit is started before the end of the three-year period, then all pertinent documents must be retained until all actions involving the records have been resolved.
2. During the three-year retention period or any extended period resulting from litigation, claims, or audits, NCS or its designee shall have access to any pertinent books, documents, papers, or records of Grantees to review audits, examinations, excerpts, and transcripts.

GIR 27-23 PROGRESS REPORTS

Grantees are required by their grant with NCS to submit monthly, quarterly and annual progress reports on the progress and service of the grant award. All reports are due within 30-days after each reporting period ends. Manager will work with the Grantee to define the specific reporting activities. Data is expected to be used by the Grantee to develop an analytical program report that responds to the measures and goals identified in the grant. Reporting data should be trended monthly and quarterly, with the annual report specific to defining what objectives were met during the funding year. Failure to provide progress reports may result in corrective actions, a reduction or termination of funding.

GIR 27-24 PROCEDURES FOR MONITORING AND ADMINISTRATIVE REVIEW OF EXTERNAL AUDITS

1. NCS or its designee may, at its discretion, conduct a monitoring of a Grantee at any time during or up to three years after the close of a grant year.
2. For scheduled monitoring, each Grantee will be notified in writing (or email) at least 10 working days prior to the visit and include the types of documents that must be made available to the person conducting the monitoring prior to their visit and/or during their visit to the Grantee's location.
3. If NCS or its designee attempts to perform a monitoring and discovers that adequate records do not exist, or the condition of the records is such that a fiscal monitoring cannot be completed, NCS will issue written notification that the Grantee:
 - a. May be placed on probation, and/or
 - b. May be subject to withholding of any further funding from NCS until the deficiencies are corrected and the fiscal monitoring is completed.
4. Within 30 calendar days following completion of the NCS monitoring, the Grantee will receive a preliminary report that specifies the findings of NCS or its designee, subsequent recommendations, and a deadline for responding to the preliminary report.
5. The Grantee may choose to submit, within the timeframe specified in the preliminary report, a written response addressing any disagreement of adverse findings. Adverse findings are defined as follows.
 - a. Lack of Adequate Records: NCS determines that enough records do not exist, or the records are not in a condition to allow NCS, or its Manager, to perform a fiscal monitoring.
 - b. Administrative Findings: Findings that represent weaknesses in the internal accounting and administrative controls but do not include questioned costs or costs recommended for disallowance.
 - c. Questioned Costs: Costs charged to a grant that cannot be supported by documentation. With approved documentation, questioned costs may become allowable. Without documentation, they will become disallowed costs and repayment to NCS may be required.

- d. Costs Recommended for Disallowance: Costs that are not within the scope of the grant agreement and grant budget or that are in direct violation of state or federal policies.

Repayment to NCS may be required.

7. NCS or its Manager will include the response in the final report.

GIR-27-25 CORRECTIVE ACTIONS

If a Grantee does not meet grant requirements, NCS may require the Grantee to develop and implement a Corrective Action Plan, apply special award condition(s), place the Grantee on probation, or terminate the grant. This section describes the reasons, consequences, and process associated with each corrective action. In each case, enforcement of the appropriate consequences is at the discretion of NCS. Any level of corrective action may be applied at any time; options may not be applied sequentially.

1. Corrective Action Plans

- a. Corrective Action Plans are generally required when deficiencies are identified as a result of program or fiscal monitoring. However, NCS reserves the right to impose this option under other circumstances if the need arises.
- b. The process for a Corrective Action Plan includes the following steps.
 - (1) Within 30 calendar days of receipt of the request, the Grantee must submit a Corrective Action Plan.
 - (2) Within 15 working days of receipt of the Corrective Action Plan, NCS will respond and, if necessary, work with the Grantee on any required revisions.
 - (3) A target date for completion will be established by NCS and progress will be monitored at established intervals.
 - (4) Completion of the Corrective Action Plan will be documented in NCS' grant file.
- c. Failure to complete the Corrective Action Plan may result in special award conditions, probation, or termination as described in this section.

2. Special Award Conditions

- a. Reasons a Grantee may be subject to special award conditions include, but are not limited to, the following:
 - (1) History of poor performance or poor management;
 - (2) Financial instability;
 - (3) A management system that does not reasonably assure grant compliance and accurate accounting records;
 - (4) Insufficient governance structure; and/or
 - (5) Non-compliance with the terms and conditions of a grant award.
- b. Consequences related to special award conditions may include, but are not limited to, the following:
 - (1) Additional reporting;
 - (2) Prior Approval requirements;
 - (3) Additional backup documentation;

- (4) Audit;
- (5) Accreditation requirement; and or
- (6) Additional site visits by program and/or fiscal staff, with or without advance notice.
- c. Special conditions and/or requirements may be imposed, as needed, at the beginning of the grant period or at any time within the grant period. If NCS determines that special conditions and/or requirements are necessary, the Grantee will be provided with written notification that includes the following:
 - (1) Nature of the additional requirements;
 - (2) Reason(s) for the additional requirements;
 - (3) Nature of the corrective actions needed;
 - (4) Time allowed for completing the corrective actions;
- d. The special conditions and/or requirements will remain in force until NCS determines that the precipitating issues have been resolved; and
- e. The consequence of failure to comply with special conditions and/or requirements is probation.

3. Probationary Status

- a. Reasons a Grantee may be placed on probation include, but are not limited to, the following:
 - (1) Unwillingness or inability to comply with special conditions and requirements as described in this section;
 - (2) Non-compliance with applicable federal or state laws or regulations;
 - (3) Non-compliance with these GIRS;
 - (4) Inability or unwillingness to properly manage the program;
 - (5) Non-compliance with the approved grant agreement terms and conditions;
 - (6) Non-submission of required reporting or failure to submit reports in a timely manner;
 - (7) Significant findings by an independent auditor that affect the programs funded by NCS and/or classification as high-risk by an independent audit;
 - (8) Classification by NCS as high risk with no significant improvement to correct deficiencies.
- b. Consequences related to probationary status may include, but are not limited to, the following:
 - (1) The Grantee may not be eligible for any additional funding;
 - (2) The Grantee may not be allowed to receive any grant payments in advance but may be reimbursed on an actual cost basis;
- c. The process for implementing probationary status and monitoring progress toward corrective action is as follows:
 - (1) NCS will notify the Grantee of probationary status in writing, citing the reasons for that action, and will meet with the Grantee within 10 working days to determine the current status of the program with regard to budget, original goals or any other areas of concern.
 - (2) Within 10 working days following the meeting, the Grantee will be required to submit new goals, budgets, or other corrective plans and a strategy for achieving those goals to NCS for approval.
 - (3) NCS will respond to the corrective action plan within 10 working days of receipt. The Grantee may be asked to make modifications. If so, a timeline will be established by NCS.

- (4) Progress on the corrective action plan will be reviewed by NCS at a minimum of every 60 calendar days.
- (5) When the corrective actions have been completed, the probationary status will be removed.
- (6) The consequence of failure to meet the terms of probation is termination of the grant.

4. Involuntary Termination

Grants may be terminated by NCS in accordance with the General Conditions that are incorporated with the Notice of Grant Award (NOGA). A Grantee may be subject to termination for including, but not limited to, the following:

- (1) Unwillingness or inability to comply with special award conditions and requirements as described in this section;
- (2) Unwillingness or inability to meet the terms of probation as described in this section;
- (3) Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services;
- (4) Illegal activity of any kind;
- (5) Insolvency;
- (6) Failure to disclose a conflict of interest;
- (7) Influence by a gratuity;
- (8) Any violations of the terms of the grant agreement; and/or
- (9) Substantiated fraud, abuse, or misappropriation of grant funds.

Consequences of termination may include, but are not limited to, the following:

- (1) Repayment to NCS of any outstanding advance;
- (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date;
- (3) Surrender of any and all documents related to the grant that NCS deems necessary; and/or
- (4) Repayment to NCS of all grant funds found to be unallowable costs.

1. No-Fault Termination

- a. A no-fault termination may occur at any time during the grant year. Reasons a grant may be terminated on a no-fault basis include, but are not limited to, the following:
 - (1) NCS and the Grantee mutually agree to termination without cause.
 - (2) Other extenuating circumstances exist that render continuation by NCS or Grantee impossible.
- b. Consequences of termination may include, but are not limited to, the following.
 - (1) Repayment to NCS of any outstanding advance;
 - (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date;
 - (3) Transfer or liquidation of all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of

\$1,000 or more, all computers and software regardless of original purchase price, and any other items NCS has required the Grantee to inventory during the course of the grant); and/or

(4) Surrender of all documents related to the grant that NCS deems necessary.

c. The process for implementing a no-fault termination is as follows:

(1) NCS will notify the Grantee in writing.

(2) Termination will be effective immediately upon receipt of the written notice (or any date specified therein).

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SECTION F

ASSIGNMENT

SECTION F

ASSIGNMENT

Per Item #9 in the “Terms and Conditions” section on the second page of the Agreement between NCS and Grantee, entitled “Notice of Grant Award and Agreement,” in the event NCS assigns the agreement to DHHS, the parties agree the amendments reflected in this Section F shall become effective concurrent with the assignment:

1. All references to “grant” shall be understood to mean “subaward” and all references to “grantee” shall be understood to mean “subrecipient.”
2. The following shall replace “NCS” in the “Source of Funds” field on the first page of the Agreement, entitled “Notice of Grant Award”:

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3. Items 2 through 4 shall replace existing Items 2 through 4 in the “Terms and Conditions” section on the second page of Agreement, entitled “Notice of Grant Award”:
 2. Expenditures must comply with any statutory guidelines, the OCPG Grant Instructions and Requirements, and the Nevada State Administrative Manual.
 3. Expenditures must be consistent with the approved Budget and Outreach Plan.
 4. Grantee must comply with the OCPG Grant Conditions and Assurances, and Grant Instructions and Requirements.
4. The following language shall be added as Item #5 under the “General Conditions” subsection of Section A – Grant Conditions and Assurances:

The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. The following language shall be added as Item #6 under the “General Conditions” subsection of Section A – Grant Conditions and Assurances:
 - If award facilitates the development or distribution of written materials, identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada Department of Health & Human Services [and any specific Division within the Department, as applicable]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department or its Divisions.”
 - Any activities performed under this subaward shall acknowledge the funding was provided through the Nevada Department of Health & Human Services and any specific Division within the Department, as applicable.
 - The Grantee must notify and obtain written, prior authorization from the Department or any specific Division, if applicable, for any modification to allow the shifting of funds from one category to another.
 - Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Grantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
6. The following language shall be added after “inclusive” to Item #6 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

and any relevant program-specific regulations.

7. The following language shall be added as Item #12 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***State of Nevada Office of Community Partnerships and Grants
4126 Technology Way
Carson City, NV 89706***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the Grantee’s fiscal year. **To acknowledge this requirement, Section F of this notice of subaward must be completed.**

8. The following language shall be added as Item #13 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

Grantee certifies, by signing this notice of award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every Grantee receiving any payment in whole or in part from federal funds.

9. The following language shall be added as Item #14 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

Grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

10. Section E – Grant Instructions & Requirements shall be replaced by DHHS’ Grant Instructions & Requirements document in effect at the time of assignment.

11. The documents attached hereto below shall be added as Section G – Audit Information Request and Section H – Current or Former State Employee Disclaimer and Grantee shall complete Section G and H as soon as practicable upon assignment.

#4917-1195-0788

SECTION G

AUDIT INFORMATION REQUEST

EFFECTIVE UPON ASSIGNMENT

SECTION G

AUDIT INFORMATION REQUEST – EFFECTIVE UPON ASSIGNMENT

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year?
NO YES ☒ ☐
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon, Couty of
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2025
7. What time-period did your last audit cover? July 1, 2024 - June 20, 2025
8. Which accounting firm conducted your last audit? Sciarani & Co

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

#4917-1195-0788

SECTION H
CURRENT OR FORMER
STATE EMPLOYEE DISCLAIMER
EFFECTIVE UPON ASSIGNMENT

SECTION H
CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER – EFFECTIVE UPON
ASSIGNMENT

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months **and** is receiving PERS, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☒ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____

Grantee agrees that any employees listed cannot perform work until approval has been given from the Department.

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

#4917-1195-0788

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.g

Subject:

For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Respite program, in the amount of \$80,271.

Summary:

This is the annual grant renewal for the Nevada Clinical Services “ Respite Program through the Nevada Department of Health and Human Services. This grant funding will provide caregiver support services, including Powerful Tools for Caregivers for informal caregivers of any age who care for adults age 60 and older, and grandparents or relatives age 55 and older caring for a child age 18 or younger, as well as increased resource connections through Resource Navigators and ElliQ, an AI-powered companion designed to support and accompany older adults.

Financial Department Comments:

There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Respite program, in the amount of \$80,271.

ATTACHMENTS

- [FY27 Respite Notice of Grant Award and Agreement](#)

Nevada Clinical Services, Inc.
3816 South Maryland Parkway
Las Vegas, NV 89119
NOTICE OF GRANT AWARD AND AGREEMENT

<u>Grantee Name:</u>	
Lyon County Human Services – Respite	
<u>Physical Address:</u>	<u>Mailing Address:</u>
620 Lake Avenue Silver Springs, NV 89429	620 Lake Avenue Silver Springs, NV 89429
<u>Contact:</u>	<u>Email:</u>
Shayla Holmes	sholmes@lyon-county.org
<u>Telephone:</u>	<u>Grant Period:</u>
775-577-5009, Ext. 3301	7/1/2026 to 6/30/2027
<u>Grantee's:</u>	
EIN:	88-6000097
NCS Grant #:	202710
<u>Purpose of Award:</u> To provide increased access to education and resources for caregivers in Lyon County.	
Region(s) to be served: ☐ Statewide ☒ Specific County or Counties: Lyon County	
<u>Approved Annual Budget:</u>	
Personnel	\$30,073
Travel	\$0
Operating	\$0
Equipment	\$0
Contractual/Consultant	\$0
Training	\$0
Other Expenses	\$26,891
Indirect	\$5,891
Total Cost	\$80,271
<u>Disbursement of funds will be as follows:</u>	
Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this grant. Total reimbursement will not exceed \$80,271 for the period July 1, 2026 to June 30, 2027 ("Grant Year"). Nevada Clinical Services, Inc. ("NCS") has designated the Nevada Department of Human Services f/k/a Nevada Department of Health and Human Services ("Manager") to provide professional services to assist NCS in administering and managing this notice of grant award and agreement, inclusive of all incorporated documents ("Grant").	

Terms and Conditions: In accepting these Grant funds, the Grantee understands and agrees to the following.

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with applicable state and federal law and the terms of this Grant Agreement.
3. Expenditures must be consistent with the narrative, goals and objectives, budget, and other terms as specified in this Grant Agreement and any Incorporated Documents.
4. Grantee must comply with NCS' Grant Conditions and Assurances, and NCS' Grant Instructions and Requirements.
5. Grantee must comply with all applicable federal regulations.
6. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by NCS or Manager.
7. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by NCS or Manager.
8. NCS may extend the term of this Grant for an additional 12-month term at the same terms and conditions upon written notification to the Contractor.
9. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Human Services f/k/a Nevada Department of Health and Human Services ("DHS") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' assignment of this Agreement to DHHS, NCS and Grantee agree that the amendments reflected in Section F shall become effective immediately.

Source of Funds:

% Funds:

NCS	100
-----	-----

Incorporated Documents:

Section A: NCS Grant Conditions and Assurances
Section B: Description of Services, Scope of Work, and Deliverables
Section C: Budget
Section D: Confidentiality Addendum
Section E: NCS Grant Instructions and Requirements (GIRS)
Section F: Assignment

Authorized Grantee Official (Printed Name, Title): Scott Keller Board of County Commissioners, Board Chair	Signature:	Date:
Nevada Clinical Services: Karla Perez, Secretary	Signature:	Date:

#4930-1899-2580

SECTION A
NCS GRANT CONDITIONS AND ASSURANCES

SECTION A
NCS GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Nevada Clinical Services, Inc. (hereafter referred to as "NCS") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Grantee is an independent entity.
2. The Grantee shall hold harmless, defend and indemnify NCS from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.
3. NCS or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release NCS or Grantee from its obligations under this Agreement.

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

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

NCS may also suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or with any NCS policies, terms or provisions referred to herein; and NCS may declare the Grantee ineligible for any further participation in NCS' Grant Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable law or NCS policies, NCS may withhold funding as outlined in the current Grant Instructions and Requirements.

Grant Assurances

A signature below indicates that the Grantee is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with NCS insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any

employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive.
7. It is the policy of NCS that any Grantee required under federal regulations to complete an audit that meets the standards set forth in Subpart F of 2 CFR 200 must provide Manager, on behalf of NCS, with a copy of the final audit report.
8. No funding associated with this grant will be used for lobbying.
9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
11. Compliance with NCS Grant Instructions and Requirements.
 - A. An organization receiving grant funds through NCS shall not use grant funds for any activity related to the following.
 - (1) Any attempt to influence the outcome of any Federal, State or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - (2) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - (3) Any attempt to influence:
 - (a) The introduction or formulation of Federal, State or local legislation; or
 - (b) The enactment or modification of any pending Federal, State or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - (4) Any attempt to influence the introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity.
 - (5) Any attempt to influence:
 - (a) The introduction or formulation of Federal, State or local legislation;
 - (b) The enactment or modification of any pending Federal, State or local legislation; or
 - (c) The introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - (6) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

- (7) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- B. An organization receiving grant funds through NCS may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- (1) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - (2) Not specifically directed at:
 - (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - (c) Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a grantee or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to Manager, on behalf of NCS.

Lyon County

Name of Organization

Signature of Authorized Representative

Scott Keller, Board Chair

Name and Title (Please Print)

#4930-1899-2580

SECTION B
DESCRIPTION OF SERVICES,
SCOPE OF WORK,
AND
DELIVERABLES

SECTION B

DESCRIPTION OF SERVICES, SCOPE OF WORK, AND DELIVERABLES

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

Goal 1: Lyon County caregivers will have increased resource connection, including Elli Q units and Powerful Tools for Caregivers (PTC) courses.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 Increase caregiver awareness of available support resources, including ElliQ units and Powerful Tools for Caregivers (PTC) courses.	1.1 Conduct community outreach through senior centers, healthcare providers, community partners, social media, flyers, and local events to promote caregiver services and available supports.	1.1 More caregivers will become aware of available resources and how to access support services within Lyon County.	7/31/2026 and ongoing throughout award	All caregivers in Lyon County.	5% of identified caregivers will participate	Outreach logs and copy of flyers
1.2 Improve caregiver access to support tools and educational opportunities.	1.2 Provide enrollment assistance for PTC classes.	1.2 Increased participation in PTC courses to reduce caregiver stress and improve support at home.		Senior Center Congregate and Home Delivered Meal Clients.	One quarterly PTC course completed in each community	Presentation and sign in sheets
				Community Partners	Two social media posts per month	Social media posts
						Revised course calendar

Goal 2: Maintain and expand ElliQ unit clients.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
2.1 Increase participation in ElliQ units.	2.1a Update ElliQ promotional flyers and distribute to target population.	Completed ElliQ flyers.	8/31/2026 and ongoing throughout award.	All caregivers in Lyon County.	5% of identified caregivers or seniors who reside by themselves will participate.	Outreach logs and copy of flyers.
	2.1b Provide updated information to local news sources and community partners.	Complete outreach.		Seniors who live alone.		Participant log.
				Community Partners		

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

#4930-1899-2580

SECTION C

BUDGET

BUDGET NARRATIVE
July 1, 2026 – June 30, 2027

Total Personnel Costs	including fringe					\$
	Total:					47,489
-						

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Mikala Hazelton Case Manager Position Control #60207	\$51,800	69.00%	15.00%	11	91.67%	\$12,037

Create awareness of PTC courses; provide resource connection for caregivers and families.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Cheri Roberts Case Manager Position Control #60205	\$59,622	71.00%	15.00%	11	91.67%	\$14,019

Create awareness of PTC courses; provide resource connection for caregivers and families.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Stacy Stewart Senior Services Program Supervisor Position Control Number 60152	\$75,794	42.00%	17.75%	11	91.67%	\$17,514

Create awareness of PTC courses; provide resource connection for caregivers and families.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Rebecca Williams Senior Services Division Manager Position Control Number 61000	\$87,972	62.00%	3.00%	11	91.67%	\$3,919

Create awareness of PTC courses; provide resource connection for caregivers and families. Provide program oversight.

Justification: Our goal is to fully expend personnel expenses within 11 months to streamline end-of-year fiscal and administrative processes. Additional funding sources are available to support personnel costs during the 12th month of the fiscal year, ensuring continuity of operations and staffing coverage.

-	-					-
	Total Fringe Cost	\$17,415	Total Salary Cost:			\$30,073
	Total Budgeted FTE	0.51				

Other	Total:					\$26,891
	<u>Monthly Expense</u>	<u>FTE</u>	<u>UNIT</u>	<u>Number of Months /Years</u>	<u>Total</u>	
Solus Guard Panic Buttons Monthly Fee \$19.99 x 2 employees x 12 Months = \$479.76	\$20	2	2	12	\$480	
Elli-Q Units (Digital Companion) 15 units x \$599.88 ea. x 1 year = \$8,998.20;	\$600	0	15	1	\$8,998	
Elli-Q Units (Digital Companion) 15 units one time enrollment fees @ \$369 = \$5,535	\$369	0	15	1	\$5,535	
WiFi for Elli-Q Units (Digital Companion) 15 units x 65.99 per month x 12 months = \$11,878.20	\$66	0	15	12	\$11,878	

Justification:

Solus Guard Panic Button Monthly Subscription for Mikala Hazelton and Cheri Roberts
Elli-Q digital companions to reduce isolation, alert individuals outside of the home of unsafe situations, and aid with medication reminders.

TOTAL DIRECT CHARGES			\$74,380
<u>Indirect Charges</u>	Indirect Rate:	7.92%	\$5,891
TOTAL BUDGET	Total:		\$80,271

#4930-1899-2580

SECTION D

CONFIDENTIALITY ADDENDUM

SECTION D
CONFIDENTIALITY ADDENDUM

BETWEEN

Nevada Clinical Services, Inc.

Hereinafter referred to as "NCS"

and

Lyon County Human Services - Respite

Hereinafter referred to as "Grantee"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between NCS and Grantee.

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

NOW, THEREFORE, NCS and Grantee agree as follows:

I. **DEFINITIONS**

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

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Grantee** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. **TERM**

The term of this Addendum shall commence as of the effective date of the Grant Period and shall expire when all information provided by NCS or created by Grantee from that confidential information is destroyed or returned, if feasible, to NCS or Manager pursuant to Clause VI (4).

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

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

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY GRANTEE**

Grantee shall be permitted to use and/or disclose information accessed, viewed or provided from NCS or Manager for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. **USE OR DISCLOSURE OF INFORMATION**

Grantee may use information as stipulated in the primary agreement if necessary for the proper management and administration of Grantee; to carry out legal responsibilities of Grantee; and to provide data aggregation services relating to the health care operations of NCS or Manager. Grantee may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Grantee has obtained written approval from NCS.

VI. OBLIGATIONS OF GRANTEE

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

IN WITNESS WHEREOF, Grantee and NCS have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

GRANTEE

Signature

Date

Scott Keller

Printed Name

Board of County Commissioners, Board Chair

Title

NCS

Signature

Date

Karla Perez

Secretary, Nevada Clinical Services, Inc.

Title

#4930-1899-2580

SECTION E
NCS GRANT INSTRUCTIONS AND REQUIREMENTS
(GIRS)

NCS Grant Instructions and Requirements

Effective July 1, 2026

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GRANT INSTRUCTIONS AND REQUIREMENTS (GIRS)

Compliance with GIRS is not optional and is a condition of each award, regardless of funding source, for every Grantee and/or vendor and is referenced in the terms and conditions of the Grantee award.

GIR-27-1 GIRS DEFINED

Nevada Clinical Services, Inc. (“NCS”) has adopted the GIRS as part of the Grantor’s policies to provide essential information relative to financial, administrative and program requirements for activities funded by NCS. It is each Grantee’s responsibility to ensure that all Grantees are compliant with the applicable federal and state regulations. As directed or through its Manager, the GIRS are updated and applied to the grant programs on the effective date the regulation changed. NCS reserves the right to modify or update the GIRS when federal or state regulations are modified or to ensure best practices. NCS specific procedures, either directly or through its Manager, can be more restrictive, not less restrictive.

Sections of the GIRS are identified by the term GIR (a single provision in the Grant Instructions and Requirements), followed by the last two digits of the Program Fiscal Year, starting July 1, of the last revision, and numbered serially.

Each Grantee is instructed to grants from all funding sources unless otherwise noted in the grant award.

GIR-27-2 GRANTOR AND GRANTEE DEFINED

NCS is the **Grantor** of the awarded funds and is responsible for oversight of the awarded funds. NCS is party to a Management Services Agreement with the Department of Health and Human Services of Nevada, referenced herein as “Manager” to provide management and professional services to assist NCS in administering and managing its obligations under various agreements, which include NCS’ grant agreement.

The **Grantee** is the recipient of the funds awarded by NCS for the specific purposes set forth in the Grantee’s Grant Agreement with NCS and any incorporated documents and/or attachments.

The Grantee includes all employees, board members, and designated representatives of the recipient organization or agency.

An entity that receives a portion of these funds through the Grantee is also known and recognized as a Subcontractor and is subject to the GIRS.

GIR-27-3 GRANTOR AUTHORITY

The Grantor cannot be limited in its rights by the Grantee, as Grantor rules and regulations shall supersede Grantee rules and regulations, unless the Grantee’s are more restrictive. The ability of NCS, or its designee, to evaluate the grant includes full access to any document and/or record pertinent to the program and the right to interview staff, clients, agency personnel or board

members in accordance with the procedures of confidentiality as described in GIR-27-4 and/or any pertinent policies prescribed by NCS, either directly or through its Manager.

GIR-27-4 CONFIDENTIALITY

All Grantees are required to comply with applicable state and federal confidentiality and privacy rules. Grantees shall collect, maintain, and transmit personal information about service recipients in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on any information submitted to the Grantor or its designees). Any Grantee that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191 (45 CFR 160 and 164). Such safeguards shall not restrict the Grantor's access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d)(1)(iii)].

All Grantees must have a policy to protect the confidentiality of all Personal Identification Information (PII). PII is defined as: Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

Providing this information to individuals without a "need to know" and/or a measure that is not encrypted is a violation and shall be reported to the federal or appropriate agency for action. Any violation may result in an agency having funding restricted or be placed as a restricted agency by a federal or state agency. All Grantees must have an active guidance on the protection of PHI in their policies and procedures. The requirements for confidentiality include the maintenance of records.

GIR-27-5 INTERNAL CONTROLS

NCS, in its right to have internal controls, ensures integrity and accountability through the oversight and monitoring of audit services, fiscal, and programmatic compliance with federal and state rules, policies, and procedures, and investigations of fraud, waste, and abuse while ensuring integrity and accountability.

The GIRS provides a baseline of mandated internal controls to comply with federal and state regulations. Additional internal controls may be established by NCS either directly or through its Manager.

Documentation of internal control policies for each Grantee must be maintained on site and produced for desk audit, program review and/or site monitoring visit, prior to the issuance of any grant or contract award.

GIR-27-6 CONTROLLING DOCUMENTS

For purposes of administration and decisions regarding compliance and operations, the approved grant proposal (including scope of work, outputs and outcomes), budget, assurances, GIRS, program guidance, and any applicable federal or state regulations and requirements constitute the controlling documents. Both the Grantee and the Grantor shall reference these documents when interpreting or applying rules.

Any questions regarding the administration of this grant should be directed to NCS or its Manager.

GIR—27-7 ETHICS & DISCLOSURE

1. An Ethics and Disclosure Agreement or Statement is required for all Board members, leadership, employees and contractors who must disclose any current employment or fiduciary responsibilities with public, private or non-profit organizations.
2. Disclosures by all staff must be maintained for any relative being served by the organization or employed by the organization related to the Grant.
3. All disclosure information must be maintained in the human resource file, and accessible during a site review and/or audit.

All Grantees are required to comply with 2 CFR 200.113 for mandatory disclosures to be submitted in writing to NCS, either directly or to its Manager, of all violations of law involving fraud, bribery, or gratuity violations.

GIR-27-8 GRANTEE RIGHTS AND RESPONSIBILITIES

1. The Grantee organization assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant applications.
2. The Grantee shall maintain effective control and accountability for all grant funds, property, and other assets.
 - a. Source documentation for all transactions, controls and other significant events must be maintained with the Grantee or contractor, be clear and **readily available** for examination. All documentation such as invoices, contracts, grant awards, etc., must be maintained at the Grantee's principal place of business. The submission of a Request for Reimbursement (RFR) or Invoice confirms the Grantee agreement to comply with source documentation retention requirements. Timelines for record retention are addressed in GIR 27-22.

Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from NCS, either directly or through its Manager, and may require a written amendment to the grant agreement.

3. Grantee must notify NCS, either directly or through its Manager, immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach. (In this case, "immediately" means as soon as the Grantee becomes

aware of such legal action or negative publicity.)

4. All instructions, requirements, rules, and regulations for grants administered through NCS are applicable to subawards, mini-grants, contracts or other mechanisms passing on these funds. Although NCS or its designee will conduct reviews and/or audits of Grantee, it is the primary responsibility of the Grantee to establish and carry out policies and procedures for monitoring.
5. Grantee must establish policies and procedures for procurement that comply with the guidelines and direction prescribed by NCS, either directly or through its Manager.
6. Decisions made by NCS must be based on the most recent GIRS, grant agreements, approved budgets, and grant assurances. If a Grantee disagrees with a decision, the Grantee has the option to dispute the decision by taking the following steps:
 - a. Request in writing that NCS, either directly or through its Manager, provide the specific documentation upon which a decision is based.
 - b. If this does not resolve the disagreement, the Grantee may request in writing that NCS or its designees conduct a further review of the issues. Written response will be made within seven (7) working days.
 - c. NCS' decision (within fourteen (14) working days) will be final and will not be open to further discussion or challenge.
7. All interactions between Grantees and NCS or its designee will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.
 - a. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the Grant.
8. Technical assistance within the capacity of NCS, either directly or through its Manager, will be provided at the request of the Grantees:
9. All Grantees that provide direct services to clients are required to submit organizational and service information to Nevada 2-1-1 and to update that information annually. Proof of submission and/or updates will be required as part of the Grantee's second quarter progress report.
10. All Grantees of funding must comply with federal law which prohibits Grantees from replacing (supplanting) state, local or other funds with federal grant or contracted dollars.
11. All Grantees who provide direct services are required to bill public programs such as Medicare or Medicaid for all eligible expenses.
12. All Grantees are required to comply with state and local compliance requirements that are in place in response to a Presidential or Governor declared disaster in service area defined in grant award, including but not limited to COVID-19, natural disasters, etc.

GIR-27-9 REQUEST FOR REIMBURSEMENT (RFR) INSTRUCTIONS

1. The information provided on this report must reconcile with the Year-to-Date and Transaction List/Source Documentation Reports. The worksheet contains the same

information that is within the grant. **All documents must reconcile to each other.** If they do not reconcile, the RFR will be rejected for the Grantee to determine the variance. This workbook is for Grantee use and is their responsibility to verify formulas and information being submitted. Each RFR must be signed by the organization's authorized representative.

2. All Requests for Reimbursement must be submitted using the documents contained in the Request for Reimbursement excel workbook format by the 15th of the month for the previous month, unless otherwise specified in the Notice of Grant Award (NOGA).

3. **Request for Reimbursement** - Cover Page with Signature

- a. **Approved Budget:** Approved Budget amounts must be populated based on the proposal and scope of work for the performance period of the grant. Any change to this amount must be approved in writing by NCS and requires a budget modification request form (BMR) (10% or less of total award) or an amendment (above 10% of the total award). The approved budget categories cannot be altered, unless NCS gives written approval, either directly or through its Manager.
- b. **Total Prior Requests:** List the total expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the previous Request for Reimbursement/Advance form. If this is the first request for the contract period, the amount in this column equals zero. This amount should reconcile to the total of the amounts on the year-to-date report, sans the current month request.
- c. **Current Request:** List the current expenditures requested for the month for reimbursement in this column, for each category. Only current expenditures should be included as back up. The expenditures should be for the current month identified on the form. There should be only one PDF document with all the expenditures attached, in order, and documented as to what category they belong as part of the attachment.
- d. **Year to Date Total:** Adds Column B and Column C for each category.
- e. **Budget Balance:** Subtracts Column D from Column A for each category.
- f. **Percent Expended:** Divides Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments **MUST** be completed (including all approving signatures) no later than 30 days prior to the end of the grant period.

If an advance has been requested and approved, the second tab, Reimbursement Request – with Advance, will also have to be signed and completed. Each month under the “*advanced pym recon*” must be listed with the advance provided.

If there are no new advances for a month, the expended total should continue to deplete based on the current request (Column C), and the total funds advanced for that month should be zero. The months should be in order. If requesting a new advance, the form should be completed as if an award was being made in the month of the request. Please consult with Manager for detail.

The “match reporting” must be modified to account for each month of advance. This area can have rows added until the match is met.

4. Year-to-Date Report

The information to be completed in this report must reconcile with the Request for Reimbursement (RFR) cover sheet. Starting with Section I, enter the information from the approved budget into this worksheet. Within the personnel category, please use one line per employee. For example, if you have five (5) Counselors, **do not total them together**. Use one line for each staff member, providing their last name, position title, and the amount for which you are budgeted annually. Expenditures in categories that are broken into sub-categories in the grant document must be listed individually.

In Section II, for each month, enter the total for the sub-category in each line. These dollar amounts must reconcile with the individual expenses listed on the Transaction List/Source Documentation.

5. Transaction List and Source Documentation

To be reimbursed for allowable expenses, the Grantee must list each expenditure being requested in the appropriate category on the Transaction List monthly. Expenditures that are cost allocated to other funding streams must also include the funding allocation in columns to the right of the Total Cost. Grantees are not permitted to request reimbursement of expenditures on NCS awards for any individual or contractor that has been debarred or suspended by a federal agency. To ensure no funds are paid to individuals or organizations that are on the Suspended and Debarred list, the Grantee is required to search the Exclusions Database, Office of Inspector General, US Department of Health and Human Service for all contractors and employees, print the page that returns from the search, and maintain copy with grant file and/or contract for audit purposes. Grantees will be responsible to refund any monies paid to any individual or contractor who is included in the Exclusion Database. For access to the database: <https://exclusions.oig.hhs.gov/>.

Source Documentation to be Maintained by Grantee:

- **Personnel:** Includes activity-based timesheets and/or the actual pay stubs that show all the deductions and hours worked by the employee. If the employee is not a 100% funded position, the notations must identify what other funds are paying the additional hours. Documentation must identify employer paid expenses. NCS, either directly or through its Manager, reserves the right to request proof of payment of employer paid expenses.
- **Travel/Training:** Documentation includes mileage logs, invoices, training description, registration, agendas, receipts, and the Travel Reimbursement Form as prescribed by NCS or its Manager, on behalf of NCS, or equivalent. In many instances travel and training expenditures require prior approval – see Grant and/or Manager for specifics.
- **Operating:** Documentation includes all procurement material, purchase order, invoices, receipts, etc. For expenses paid through a revolving credit

account, NCS, either directly or through its Manager, reserves the right to request proof of payment to that account.

- **Equipment:** Documentation includes all procurement material, inventory and disposition, purchase order, invoices, receipts, etc.
- **Contractual:** Documentation includes all procurement material, licensing, insurance requirements, invoices, etc.
- **Other Expenses:** Documentation includes all procurement material, purchase order, invoices, receipts, etc.
- **Indirect Expenses:** The indirect cost rate may be used for expenditures that are not easily identifiable to one funding source. A Grantee using an indirect rate may not request expenditures as direct costs that are indirect in nature (see Indirect (F&A) Definition at 2 CFR 200.414).

6. Training Breakdown

The training breakdown is specific to any travel, mileage or other expense incurred and must be reported for each employee with the appropriate source documentation. Source documentation includes copies of parking receipts, registration information, etc. All training travel must be approved by NCS, either directly or through its Manager, in advance, if not specifically defined in the grant award.

7. Travel Claims

This is a summary of the travel claim(s) submitted. Please provide the name(s) of the traveler(s), date(s) of travel and the amount being claimed. The total at the bottom of the form should reconcile with the amount you have submitted on your RFR. TRAVEL CLAIMS / TRAVEL BREAKDOWN: If reimbursement for any travel-related expenses is requested, Travel Claims and the travel breakdown information must accompany this worksheet. Additional travel claims may be added to the worksheet, as needed. Please remember that the worksheet submitted each month should only contain backup information for items that are included within that month's expenses.

This form may be used for submitting backup documentation required for travel and training-related travel. New tabs may be created and copied for multiple claims. For claims submitted electronically, please indicate "SIGNATURE ON FILE" on the signature line. All backup documents (e.g., hotel receipts, airfare, rental cars, parking, etc.) and the claim with the original signatures must be available for review during site-visits.

All travel must be identified in the budget request and be specific for the travel approved. Any additional travel must be approved by NCS, either directly or through its Manager. It is the policy of NCS that all travel must comply with the organization's travel policy but cannot be less restrictive than the General Services Administration (GSA) regulations and the Nevada Administrative Manual 0200. If an organization does not have a travel policy, the travel policy described herein is applicable.

A Grantee organization that is able to generate system reports that duplicate all information for

numbers 4, 5 and 7 may submit a request to NCS, either directly or its Manager, for consideration to use an alternate report.

8. In-Kind / Match

This form must be used when reporting required Match. Complete the Reported Match column for each month, additionally, complete the Match column (with months) to provide a total overview of match-to-date.

9. NCS Budget Modification Form (BMR)

The NCS Budget Modification Form is a form used to request approval to redirect/modify the awarded budget that is less than 10% of the total awarded budget. All transfers between budget categories require notification and approval. Complete the fields to depict the original or amended budget, the amount of change and the revised budget. The Grantee must justify requested modifications and explain how it impacts associated objectives and goals of the award. The justification must be specific by category to provide NCS with the information as to why the Grantee is requesting the change and how it will ensure compliance with the funding purpose and support the performance metrics and goals defined. No action can be taken regarding the budget modification until NCS approves the modification.

GIR 27-10 COST SHARING OR MATCHING REQUIREMENTS

Any match requirements will be discussed in the grant agreement, its attachments, and/or other incorporated documents. Match expenditures are reviewed during site reviews. Grantees must maintain documents substantiating any cost sharing or matching. All matches must directly benefit the program for which the funds are granted. Reported match may not include unallowable expenses, expenditures that have been reimbursed by a federal grant, expenditures that have previously been used for match or maintenance of effort purposes.

GIR 27-11 COST ALLOCATION

The cost allocation requirement must be taken into consideration when a Grantee incurs a cost that benefits more than one cost objective (program). One example would be having an employee who works for two different programs. Another example would be a utility bill for a building used for two or more different programs, each with separate and distinct funding.

In the instance when cost allocation is required, each program must be charged for the percentage of benefit that each program received.

Grantees are required to develop and document a reasonable methodology for determining how each applicable cost will be allocated to each cost objective (program) involved. Examples of reasonable methodologies include: percentage of time allocated across programs based on actual time spent on programs as documented on time sheets; facility expenses that will be allocated based on the number of square feet used by each program by a building-use study or determining a reasonable allocation of space; and/or general office supplies based upon the number of Full Time Employees (FTE) working on programs allocated to the total cost of supplies. While the Grantee has flexibility in determining the methodology, the selected

methodology must be applied across all programs.

Resources for more in-depth and authoritative guidance for cost allocation include the following examples;

- **Code of Federal Regulations – 2 CFR 200**
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
- **Sample Indirect Cost Proposal – Health and Human Services**
https://www.energy.gov/sites/default/files/2024-04/EERE_R_543.001_Sample_Indirect_Rate_Proposal%28Pre_award%29.pdf
- **Indirect Cost Services for Non-Profits**
<https://www.usaid.gov/sites/default/files/2023-01/OCC-Guide-for-NonProfit-IndirectCostRate1-27-2023.pdf>

The Grantee must maintain documentation that supports the allocation of a cost to each program. The Grantor will review this documentation prior to approving the project budget, Request for Reimbursement or NCS Budget Modification Requests, during fiscal reviews or at any other time deemed necessary to verify that allocations are reasonable and equitable.

GIR 27-12 DIRECT AND INDIRECT COSTS

NCS defines an Indirect Cost as one that represents the cost of doing business, and are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization. These are costs that jointly benefit one or more program and includes items associated with overall financial and organizational administration; operation and maintenance costs for facilities and equipment; payroll, audit and procurement services.

Indirect rates must be applied using the Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first \$50,000 in that category.

Programs that allow for an indirect rate reimbursement may not submit for direct expenditures that are generally considered an indirect cost.

Direct costs generally include, but are not limited to, the following:

- a. Salaries and wages including vacations, holidays, sick leave, and other excused absences of employees working specifically on objectives of a grant or contract (e.g., direct labor costs)
- b. Employee fringe benefits allocable to direct labor employees
- c. Travel of employees that is directly related to the grant objectives
- d. Materials, and supplies purchased directly for use on a specific grant or contract

[See GIR-27-11 for details on how to allocate costs across different funding streams.]

To be eligible for reimbursement of indirect costs, indirect rates must be included in a Grantee's original, approved budget and the rate may not be renegotiated during the grant year. Reimbursement may not exceed the agreed-upon rate and must be requested at the time of the monthly reimbursement request.

Grantees that fail to include the indirect rate in a monthly reimbursement may not combine the request with a future month.

GIR 27-13 PROGRAM INCOME ACCOUNTING PROCEDURES

Program income is defined as gross income earned by an organization that is directly generated by a supported activity or earned specifically for the project funded by this grant. Program income includes but is not limited to income from fee-for-services performed.

1. Grantees shall ensure all measures will be taken to earn program income, when applicable and appropriate, to defray program costs of grant awards.
2. At the beginning of each grant year, the anticipated program income must be reported on the Budget Summary page submitted to Manager along with the project budget and approved by NCS. Funds must be listed by budget category (e.g., Personnel, Communications, Travel).
3. All participant contributions, fees or other income generated using grant funds must be credited to the appropriate grant and used to support that grant. Program income may not be used to support other grant-funded programs or general operations.
4. The Grantee's procedures must ensure full accountability for all program contributions and fees. The Grantee must clearly document the amount and source(s) of program income, and exactly how the money was used for the grant purpose. Income should be reconciled within the grant period.

A. Accounting for Program Income: All income generated as a direct result of an NCS funded project shall be deemed program income. Grantee shall ensure the use is consistent with the purposes identified under the conditions applicable to the award.

1. **Program Income Expenses:** Typically, there are expenses associated with the generation of Program Income. Grantee shall utilize the identified "*best practices*" which includes charging the expenses to the Program Income sub-budget. Expenses shall be allowable and not charged to any other grant or program. The expenses charged to the Program Income sub-budget must meet the Cost Principles of Reasonable, Allowable, Allocable, and Consistently Treated
2. **Sub-Budget:** Grantee shall administer a Program Income **sub-budget** as part of recognized best practices established under the identified subgrant (parent budget).
3. **Medicaid Billing:** In grant awards where Medicaid billing is allowed or encouraged, no fee or charge will be applied to the client.

4. **Non-Billable Services:** Grantee shall not charge a client for services billable to a grant program, which includes services to crime victims, homeless or identified populations.
5. **Program Income Tracking:** Grantee shall track Program Income in accordance with federal financial accounting requirements and develop a sub-budget for easy review.
6. **Program Income Use:** Unless different direction is provided by Manager on specific funding, the Grantee shall utilize the deductive methodology (defined below in subsection D.2) to expand or enhance services identified in the grant objectives by the federal and the non-federal entity

B. Use of Program Income: Grantee will ensure compliance with all conditions of the NCS award. Program income shall only be used for allowable program costs.

1. Any program income shall only be distributed throughout the budget of the award and spent on project-related activities.

C. Methodology Options and Examples: To ensure consistency in applying rules and regulations to all NCS grants the following methodology will be used for program income.

1. **Additive Methodology:** Program Income funds are added to the amount of the Award. The additional funds are used to cover allowable expenses and are used by Grantee to further eligible project or program objectives.

Additive Method Example	
Total Award Budget	\$100,000
Program Income Generated	\$ 10,000
Program Funds Available	\$110,000

2. **Deductive Methodology:** The Deductive Methodology requires any program income that was not originally approved in the budget to be deducted from their total NCS award. For example, if a recipient generates \$10,000 in program income that was not anticipated at the time the budget was approved and their NCS award amount is \$100,000, then the \$10,000 would reduce the NCS award to \$90,000, while maintaining a total project amount of \$100,000.

Deductive Method Example (Award amount stays the same)	
Total Award Budget	\$100,000
Net Program Income Generated (Total income minus the cost of generated income, i.e. billing staff, etc.)	\$ 10,000

Maximum amount provided by Grantor	\$ 90,000
Total Funds Expended	\$ 100,000

3. **Matching (Cost Share) Methodology:** Program Income funds are used to meet a Cost Share commitment. The matching or cost-share methodology is applied, and any income generated above and beyond the program and match would revert to the Additive Methodology.

Matching (Cost Share) Method Example (Award amount stays the same with allowability to address the non-federal share of match)	
Total Award Budget	\$100,000
Cost Share or Matching Commitment	\$ 15,000
Total Amount Required by Grant	\$115,000
Net Program Income Generated	\$ 10,000
Additional Match Needed	\$ 5,000

- D. **Documentation:** Records shall be maintained and readily available in the event of an audit or other review. This includes but is not limited to:

- Description of the income generating activities;
- Records of Percentage of Maintenance of Effort (MOE) by all grants;
- Project Based Time Reporting;
- Method used to calculate billable rates;
- Billing records (amounts billed and to whom);
- Revenue (income) generated, by whom and how applied;

GIR 27-14 ALLOWABILITY AND ALLOCABILITY OF COSTS

For a cost to be allowable as a charge against grant funds, ***it must first be detailed in the approved grant budget***, must benefit (or be allocable) the grant, and must be consistent with the goals and objectives of the grant. If a reimbursed cost is later disallowed, for example, through a retrospective fiscal review.

A cost is **allocable** to a grant/program if the goods or services involved are chargeable or assignable to that grant with relative benefits received. This standard is met if the cost:

- Is incurred specifically for the grant/program;
- Benefits both the program and the work entity and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the entity and is allowable.

A cost that is **allowable** to a grant/program must:

- Be necessary and reasonable for the performance of the project;
- Conform to any limitations or exclusions set forth in the terms and conditions, scope of work etc. within the specific grant or subaward;

- Be consistent with policies and procedures that apply uniformly to both federally financed and other costs and activities of the entity;
- Be accorded consistent treatment. A cost may not be assigned to a grant award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to another grant award as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other grant program;
- Be adequately documented, and maintain source documentation;
- Incurred during the performance period of the subaward; and
- Be net of any rebates or credits.

GIR 27-15 ALLOWABILITY OF SPECIFIC COSTS

This section provides more detailed information about costs that NCS Grantees frequently wish to include in budgets and budget modifications. These policies shall be binding on Grantees for purposes of costs under an NCS grant, unless otherwise agreed to by NCS, in writing.

1. Meals and Food

- a. Meals for an employee are reimbursable only when the employee is in travel status and when the final destination is more than 50 miles from the employee's workstation and the duration of travel exceeds 12 hours. Reimbursement is subject to a determination by NCS or its designee that the amount is reasonable.
- b. Meals or refreshments served during meetings to employees, boards of directors, professional associations or members of the public are **not** allowable. This policy applies regardless of the purpose of the meeting.
- c. General host funds are **not** allowable.
- d. Meals, snacks or beverages provided to program participants in training are allowable provided that these expenses are included in the Grantee's approved budget. For example, a program that offers parenting classes in the evening may be allowed to serve a casual supper to parents and children as an attendance incentive. An after-school or summer activity program for youth may be allowed to provide healthy snacks. A program that organizes or sponsors a professional conference may be allowed to provide a meal or snacks to registered participants. In any case, only food or beverages directly related to program activity is allowable. Grantees will be reimbursed only for eligible participants. This excludes guests, conference attendees who are not Nevada residents and Grantee employees.

2. Bottled water or distilled water delivered by a vendor for routine use is **not** allowable unless documentation is provided indicating that the domestic water available at the Grantee's place of business is unsafe or that the water delivery system is inadequate. [The only exception is bottled water provided as a direct program supply, as described in [GIR-27-11](#)]
3. Kitchen supplies and janitorial supplies (including, but not limited to, paper products, cleaning supplies, and beverage service) are **not** allowable unless they are direct program supplies.

4. Volunteer recognition is allowable (may include gifts, award banquets or a combination). The cost must be included in the Grantee's approved budget and may not exceed \$25 per volunteer per year. Program employees and members of boards or commissions are not covered under this provision.
5. Late fees, Non-sufficient Funds (NSF) fees, credit card interest charges, and reconnect fees are **not** allowable.
6. Travel costs are allowable only if they provide direct benefit to the grant-funded project and are included in the Grantee's approved budget. See GIR-27-17 for details about travel reimbursement.
7. Grant funds may **not** be used for:
 - a. Purchasing real property (e.g., real estate, land, buildings);
 - b. Making donations to organizations or individuals;
 - c. Lobbying;
 - d. Grant writing; or
 - e. Employee/staff funds that typically cover expenses such as birthday gifts, holiday parties, retirement congratulations, and bereavement condolences.
8. Use of grant funds to pay out accrued leave and/or compensatory time upon an employee's separation from service requires prior review and approval by NCS. Extended use of leave for illness, family illness or maternity is allowable, but Grantees are still responsible for meeting deliverables and outcomes. When extended leave is taken by an employee whose salary is paid in full or in part with grant funds, the Grantee must submit a plan to Manager, on behalf of NCS, stating how the work will be accomplished in the employee's absence.

GIR 27-16 DISBURSEMENT OF REIMBURSEMENT

1. Grant funds are disbursed using the reimbursement method.
2. Requests for Reimbursement (RFRs) must be submitted on NCS' approved reimbursement form and are required to be submitted within fifteen (15) days after the end of each month, unless specified in the NOGA. Deviation from the reimbursement schedule may be possible but only with prior **written** approval from NCS, either directly or through its Manager.
3. Multiple RFRs for the same grant award should not be submitted simultaneously. Any changes made to a RFR will necessitate revisions to subsequent RFRs.
4. The RFR form must be completed in full. Late submission, questionable costs, incomplete fields, missing documentation, or mathematical inaccuracies will result in a delay of funds being issued. Correction of errors identified by the Grantor is NCS' responsibility. Note that it is also the Grantee's responsibility to ensure that their records are updated and/or revised to avoid inaccuracies on future RFRs.
 - All workbook documents must be compiled and documented as to what category and

section it is applied. NCS reserves the right to reject the RFR if not completed as requested.

- Copies of source documentation for the RFR must be maintained by the Grantee and made available upon request.
 - Any reimbursement package that fails to contain required information shall be denied and returned to the Grantee for correction.
 - It is the Grantee's responsibility to ensure that each RFR is correct, reconciles and is for the period of request. Any RFR identified as failing to reconcile shall be returned to the agency for correction.
 - The approved budget is for one-year only, even if there is a two-year award. Each year operates as a separate grant agreement.
 - No employee funded with NCS dollars will be permitted to work in excess of 40-hours, without prior permission from NCS, either directly or through its Manager, unless otherwise stated in Grant.
5. Apart from the final RFR, at the end of the grant year (see GIR 27-19), Grantees must not submit requests with a negative number in the Balance Remaining column for any budget category.
6. Documentation supporting the RFR must be submitted along with the request in the form of a detailed transaction list by budget expense category [see GIRS 27-9]. The transaction list must be in the form of the provided Excel workbook (unless other written approval has been provided). The detailed transaction list must reconcile to the RFR. It is the Grantee's responsibility to include appropriate subtotals and totals on the transaction list to demonstrate that it does reconcile to the RFR. The transaction list and supporting documents must be kept on file for review at the time of Manager's fiscal monitoring.

The transaction list must be grouped by budget category and have totals that reconcile to the amounts shown on the RFR. RFRs will not be approved without a transaction list.

7. For fee-for-service budgets, documentation supporting the units of service provided during the reimbursement period does not need to be submitted along with the RFR. However, documentation **does** need to be maintained for review during site visits and program monitoring by NCS and/or Manager. Specific documentation will depend on the kind of services provided and will be determined by NCS, either directly or through its Manager, prior to submission of the first RFR. Grantees will be reimbursed on a fee-for-service basis only if the budget was submitted and approved as a fee-for-service budget prior to the start of the grant year.
8. In rare circumstances, and under certain conditions, advanced payments may be approved. Availability of advance grant payments will be determined by NCS, either directly or through its Manager. If a program is deemed eligible to receive grant payments in advance, the actual payment amounts are to be requested to meet actual cash needs of the project. No further payment will be provided until the previous month RFR has been reconciled.

The following must be in place prior to the review of any advanced payment request:

- a. A fully executed Notice of Grant Award (NOGA) must be in place before

- an advance will be considered.
- b. A Grantee may submit a request for advance funds if it does not have sufficient working capital to operate the program on a reimbursement basis. Advances may be utilized to cover up to 30 days of expenses that are part of the approved grant budget. Examples include routine operating expenses, payroll, and direct service expenses. **Advances will not be approved for the sole purpose of providing the Grantee with a financial bolster.**
 - c. An NCS Advance Request form must be submitted indicating the reason for the advance along with Commercial Crime Insurance coverage that covers the amount of the advance.
 - d. An advance will be paid upon approval of the completed request form if it meets all requirements.
 - e. Grantees must establish and maintain policies and procedures that minimize the time elapsed between the transfer of advance funds and disbursement.
 - f. The advances to the Grantee shall be limited to the minimum amount needed and be timed in accordance with the actual immediate cash requirements of the organization in carrying out the purpose of the approved program or project.
 - g. The advances must be the sum of all credits and must be related to maintaining direct services operations.
 - h. Upon receipt of an advance, the Grantee must submit a monthly RFR that depicts the expenditures associated with the advance.
 - k. The amount must be accounted for and reduced from the total and available funds on the following RFR. **Advances must be fully earned on or before the final RFR for the grant period.**
 - l. NCS' Fiscal Unit will closely monitor the use of the advance to ensure it is used solely for the purposes of the grant that funded the advance.
 - m. Misappropriation of advance funds, whether intentional or not, may result in denial of future advance requests and may result in immediate termination of the grant.

GIR 27-17 TRAVEL REIMBURSEMENT

Grantees **must** follow these instructions in order to be reimbursed for allowable travel expenses that are allocable to the grant and are included in the Grantee's approved budget.

1. Forms for travel reimbursement, and instructions for completing the forms, will be provided by NCS or Manager, upon request.
2. It is the policy of NCS to provide reimbursement in accordance with the Grantee's established policies or (in absence of a policy) up to the U.S. General Services Administration (GSA) rates established for the employee's destination, whichever is less. Information on GSA rates may be found on the GSA website: [Per diem rates | GSA](#). NCS allows an exception to the GSA rates for lodging that is procured at a prearranged place such as a hotel when a meeting, conference or training session is held.
3. Least Expensive Means

As a general rule, Grantees should always execute travel by the most economic means reasonably available. For example, the use of courtesy shuttles from airport to hotel is preferable to the expense of taxis.

4. Grant funds may not be used to cover fees for early flight check-in or excessive baggage.
5. **All expenses related to a single trip must be submitted on the same RFR in order to avoid duplication of payment on different elements of the same trip. NCS may approve exceptions on a case-by-case basis.**
6. **Trips That Include Expenses Beyond Local Mileage**
When billing for a trip that includes any expense other than local mileage reimbursement, the Travel tab in the RFR Workbook must be utilized to detail the specific trip.
 - a. The following documents must be maintained on file by Grantee:
 - (1) An agenda if the purpose of the trip was to attend a conference or meeting.
 - (2) A printout of the GSA rate for the area visited (showing allowable hotel and per diem costs).
 - (3) Receipts for parking, airfare, baggage fees, lodging, conference registration, internet access for business purposes, and car rental or other ground transportation (e.g., taxi or shuttle).
 - (4) Note that the receipt for lodging reimbursement **must** include a hotel front desk receipt obtained at checkout or via email. If a room is booked via a service such as Expedia or hotels.com, that receipt must also be maintained. *(Providing both the front desk receipt and the booking receipt verifies that the employee not only paid for the hotel but also made the trip and used the hotel room.)* The amount charged to the grant must be limited to the lodging rate plus applicable taxes and fees and must either be limited to the GSA rate, pursuant to NCS' policy, for the destination or meet the exception criteria set forth in Item 2 of this Section. Personal expenses such as movies, internet access for personal use and charges to deliver meals via room service will not be reimbursed.
 - b. Receipts are not required for incidental expenses (e.g., fees for luggage carts, metered parking, toll charges and tips). Pursuant to NCS' policy, reimbursement will be limited to the GSA approved amount per night.
7. **Meals**
 - a. Pursuant to NCS' policy, meals will be reimbursed at not more than the GSA rate for the employee's destination (whether in-state or out-of-state).
 - b. If a Grantee's written travel policies require that the employee be reimbursed for actual costs, then meal receipts must be attached to the Request for Funds. Pursuant to NCS' policy, Grantor will reimburse the Grantee for the actual cost, or the GSA rate, whichever is less. The Grantee may not submit a mix of GSA rate reimbursement and meal receipts. Only one reimbursement method will be accepted.
 - c. To be allowed reimbursement, the employee **must**:
 - (1) Travel to a destination that is at least 50 miles from his/her workstation; and
 - (2) Travel duration is more than 12 hours.*Note that departure and return are defined as the time that the employee left or returned to his/her workstation or his/her home, whichever is closer to the final destination (or to the airport if flying).*

- d. Meals provided as part of the meeting or conference agenda are not eligible for reimbursement, must not be claimed, and a note should be included indicating that the employee is not requesting reimbursement for that reason. Continental breakfasts are not considered meals, per diem for breakfast is allowed in such circumstances.
 - e. First and last day travel reimbursement will be made at 75% of the prescribed meals and incidental expenses.
8. **Local Mileage Reimbursement**
When submitting a request for local mileage reimbursement, Grantees must use the Travel Expense Reimbursement Claim form. Grantees must include a breakout of the number of miles traveled and the reimbursement rate. Any travel that includes expenses beyond local mileage reimbursement must be submitted in accordance with GIR 27-17 above.
9. **Mileage Reimbursement Standards**
- a. Pursuant to NCS' policy, mileage will be reimbursed at the current State/GSA rate or the rate in the Grantee's written policies and procedures, whichever is less.
 - b. Mileage will not be paid for travel to/from the employee's home and workstation.
 - c. An employee using his own personal vehicle will be compensated for any miles driven in excess of their normal commute. An employee's normal commute is the roundtrip mileage between the employer's residence and their official duty station.
 - d. Special reimbursement rules apply when an employee chooses to use a personal vehicle for his/her own convenience when other, less costly options are available.
 - (1) Reimbursement will be at half the regular rate if a personal car is used for Grantee business when an employee could have used a less costly means of transportation such as a company car or motor pool vehicle.
 - (2) In the circumstance listed in Item 9(d)(1) above, if the employee could have flown to the destination at a cost that would have been less than half the regular mileage rate, reimbursement should be limited to the cost of the airfare.

GIR 27-18 BUDGET MODIFICATIONS

Changing line items within a budget category requires prior approval by NCS, either directly or through its Manager, and must be documented in writing. Approval must be received prior to any expenses being incurred. NCS reserves the right to deny any claims for expenses not identified as a line item if incurred prior to the approval date.

- 1. All modifications with an overall total less than 10% of the total grant award require an NCS Budget Modification Request (BMR) form and a copy of the updated budget. Proposed expenditures must be consistent with current scope and approved goals for the grant.
- 2. The Indirect Rate may not be renegotiated or changed.
- 3. Modifications to allowable costs within a category may be approved by Manager and must be documented (email is allowable).
- 4. Modifications of more than 10% of overall budget, or a change in scope, requires an amendment to the subaward, an NCS BMR is not used in

this instance.

5. Justification for modifications must be complete and include an explanation of **why** funding has become available in certain categories, **why** funding is needed in other categories, and **how** the changes will affect the Grantee's ability to meet established goals. Simply stating that costs were over-estimated or under-estimated is insufficient justification.
6. If a BMR is initially denied, NCS, either directly or through its Manager, may direct the Grantee to make corrections or provide additional justification for reconsideration. All revisions are the responsibility of the Grantee and cannot be completed by NCS or its Manager.

GIR 27-19 END OF GRANT YEAR INSTRUCTIONS

1. All NCS Budget Modification Requests must be submitted not less than 30 days prior to the end of the grant year. Emergent circumstances may allow for extension of timeframe.
2. All goods and services **received** by the last day of the program's grant year, but not yet paid, are to be treated as accounts payable of that grant year.
3. Final Requests for Reimbursement must be submitted to Manager for review no later than 15 days after the end of the grant year, unless otherwise specified in the grant.
4. On the final Request for Reimbursement, NCS may approve a negative balance shown in one or more budget categories as long as the following conditions are met:
 - a. There is not a negative balance in the Indirect category;
 - b. The total negative balance from all categories does not exceed 10% of the award;
 - c. Total expenditures from all categories do not exceed the total grant budget;
 - d. Grantee submits detailed request/justification to Manager, on behalf of NCS, via e-mail prior to over-expending funds for the category (or categories) in question;
 - e. The budget variances do not constitute substantive changes to the original scope; and
 - f. NCS pre-approves the request in writing.

GIR 27-20 CARRYOVER OF FUNDS

Grants and contracts may not be carried over from one grant year to the next, unless otherwise approved in writing by NCS. Unless otherwise approved in writing, NCS grant funds not expended by the end of the grant year will not be eligible for payment.

If available and the funding source allows, carryover funds can be issued in supplemental grant awards or as an amendment if appropriate.

GIR 27-21 SPECIAL REQUIREMENTS FOR GIFT CARDS, VOUCHERS, AND OTHER LIKE ITEMS

1. Programs that use grant funds to purchase gift cards, gift certificates, bus passes, vouchers, and other like items for clients must establish internal controls in the form of written policies and procedures that, at a minimum:
 - a. Ensure the security of the items; and
 - b. Address appropriate distribution to clients.

Not all funds allow the purchase of gift cards, vouchers, or other like items and must specifically be included as part of the grant award.

2. Programs are required to use a log to inventory and track distribution and use of the cards, certificates, passes, vouchers, etc. (hereafter collectively referred to as “item”). A log template is available from NCS or Manager, but the Grantee may create one of its own if it tracks the following information:
 - a. Source of each item (e.g., Wal-Mart, Safeway);
 - b. Individual serial number or another identifier of each item;
 - c. Denomination (value) of each item;
 - d. Date each item was purchased (if applicable);
 - e. Date issued to client;
 - f. Date item was documented in client's case file;
 - g. Identification of client (name or confidential identifier);
 - h. Name of case manager;
 - i. Purpose of item or description of products or service to be purchased with item; and
 - j. In the case of gift cards, a checkmark to indicate whether a receipt was returned to the Grantee by the client.
3. The written policies and procedures, as well as the log, must be made available to NCS or Manager upon request and may be reviewed during program site visits.

GIR 27-22 RETENTION AND DISPOSAL OF PROJECT DOCUMENTS

1. Financial records, supporting documents, statistical records, and all other records pertinent to a grant agreement (whether in electronic or hard copy form) must be retained for a minimum of three (3) years from the submission of the grants final RFR, or in accordance with the Grantee's more restrictive guidelines. If any litigation, claim, or audit is started before the end of the three-year period, then all pertinent documents must be retained until all actions involving the records have been resolved.
2. During the three-year retention period or any extended period resulting from litigation, claims, or audits, NCS or its designee shall have access to any pertinent books, documents, papers, or records of Grantees to review audits, examinations, excerpts, and transcripts.

GIR 27-23 PROGRESS REPORTS

Grantees are required by their grant with NCS to submit monthly, quarterly and annual progress reports on the progress and service of the grant award. All reports are due within 30-days after each reporting period ends. Manager will work with the Grantee to define the specific reporting activities. Data is expected to be used by the Grantee to develop an analytical program report that responds to the measures and goals identified in the grant. Reporting data should be trended monthly and quarterly, with the annual report specific to defining what objectives were met during the funding year. Failure to provide progress reports may result in corrective actions, a reduction or termination of funding.

GIR 27-24 PROCEDURES FOR MONITORING AND ADMINISTRATIVE REVIEW OF EXTERNAL AUDITS

1. NCS or its designee may, at its discretion, conduct a monitoring of a Grantee at any time during or up to three years after the close of a grant year.
2. For scheduled monitoring, each Grantee will be notified in writing (or email) at least 10 working days prior to the visit and include the types of documents that must be made available to the person conducting the monitoring prior to their visit and/or during their visit to the Grantee's location.
3. If NCS or its designee attempts to perform a monitoring and discovers that adequate records do not exist, or the condition of the records is such that a fiscal monitoring cannot be completed, NCS will issue written notification that the Grantee:
 - a. May be placed on probation, and/or
 - b. May be subject to withholding of any further funding from NCS until the deficiencies are corrected and the fiscal monitoring is completed.
4. Within 30 calendar days following completion of the NCS monitoring, the Grantee will receive a preliminary report that specifies the findings of NCS or its designee, subsequent recommendations, and a deadline for responding to the preliminary report.
5. The Grantee may choose to submit, within the timeframe specified in the preliminary report, a written response addressing any disagreement of adverse findings. Adverse findings are defined as follows.
 - a. Lack of Adequate Records: NCS determines that enough records do not exist, or the records are not in a condition to allow NCS, or its Manager, to perform a fiscal monitoring.
 - b. Administrative Findings: Findings that represent weaknesses in the internal accounting and administrative controls but do not include questioned costs or costs recommended for disallowance.
 - c. Questioned Costs: Costs charged to a grant that cannot be supported by documentation. With approved documentation, questioned costs may become allowable. Without documentation, they will become disallowed costs and repayment to NCS may be required.

- d. Costs Recommended for Disallowance: Costs that are not within the scope of the grant agreement and grant budget or that are in direct violation of state or federal policies.

Repayment to NCS may be required.

7. NCS or its Manager will include the response in the final report.

GIR-27-25 CORRECTIVE ACTIONS

If a Grantee does not meet grant requirements, NCS may require the Grantee to develop and implement a Corrective Action Plan, apply special award condition(s), place the Grantee on probation, or terminate the grant. This section describes the reasons, consequences, and process associated with each corrective action. In each case, enforcement of the appropriate consequences is at the discretion of NCS. Any level of corrective action may be applied at any time; options may not be applied sequentially.

1. Corrective Action Plans

- a. Corrective Action Plans are generally required when deficiencies are identified as a result of program or fiscal monitoring. However, NCS reserves the right to impose this option under other circumstances if the need arises.
- b. The process for a Corrective Action Plan includes the following steps.
 - (1) Within 30 calendar days of receipt of the request, the Grantee must submit a Corrective Action Plan.
 - (2) Within 15 working days of receipt of the Corrective Action Plan, NCS will respond and, if necessary, work with the Grantee on any required revisions.
 - (3) A target date for completion will be established by NCS and progress will be monitored at established intervals.
 - (4) Completion of the Corrective Action Plan will be documented in NCS' grant file.
- c. Failure to complete the Corrective Action Plan may result in special award conditions, probation, or termination as described in this section.

2. Special Award Conditions

- a. Reasons a Grantee may be subject to special award conditions include, but are not limited to, the following:
 - (1) History of poor performance or poor management;
 - (2) Financial instability;
 - (3) A management system that does not reasonably assure grant compliance and accurate accounting records;
 - (4) Insufficient governance structure; and/or
 - (5) Non-compliance with the terms and conditions of a grant award.
- b. Consequences related to special award conditions may include, but are not limited to, the following:
 - (1) Additional reporting;
 - (2) Prior Approval requirements;
 - (3) Additional backup documentation;

- (4) Audit;
- (5) Accreditation requirement; and or
- (6) Additional site visits by program and/or fiscal staff, with or without advance notice.
- c. Special conditions and/or requirements may be imposed, as needed, at the beginning of the grant period or at any time within the grant period. If NCS determines that special conditions and/or requirements are necessary, the Grantee will be provided with written notification that includes the following:
 - (1) Nature of the additional requirements;
 - (2) Reason(s) for the additional requirements;
 - (3) Nature of the corrective actions needed;
 - (4) Time allowed for completing the corrective actions;
- d. The special conditions and/or requirements will remain in force until NCS determines that the precipitating issues have been resolved; and
- e. The consequence of failure to comply with special conditions and/or requirements is probation.

3. Probationary Status

- a. Reasons a Grantee may be placed on probation include, but are not limited to, the following:
 - (1) Unwillingness or inability to comply with special conditions and requirements as described in this section;
 - (2) Non-compliance with applicable federal or state laws or regulations;
 - (3) Non-compliance with these GIRS;
 - (4) Inability or unwillingness to properly manage the program;
 - (5) Non-compliance with the approved grant agreement terms and conditions;
 - (6) Non-submission of required reporting or failure to submit reports in a timely manner;
 - (7) Significant findings by an independent auditor that affect the programs funded by NCS and/or classification as high-risk by an independent audit;
 - (8) Classification by NCS as high risk with no significant improvement to correct deficiencies.
- b. Consequences related to probationary status may include, but are not limited to, the following:
 - (1) The Grantee may not be eligible for any additional funding;
 - (2) The Grantee may not be allowed to receive any grant payments in advance but may be reimbursed on an actual cost basis;
- c. The process for implementing probationary status and monitoring progress toward corrective action is as follows:
 - (1) NCS will notify the Grantee of probationary status in writing, citing the reasons for that action, and will meet with the Grantee within 10 working days to determine the current status of the program with regard to budget, original goals or any other areas of concern.
 - (2) Within 10 working days following the meeting, the Grantee will be required to submit new goals, budgets, or other corrective plans and a strategy for achieving those goals to NCS for approval.
 - (3) NCS will respond to the corrective action plan within 10 working days of receipt. The Grantee may be asked to make modifications. If so, a timeline will be established by NCS.

- (4) Progress on the corrective action plan will be reviewed by NCS at a minimum of every 60 calendar days.
- (5) When the corrective actions have been completed, the probationary status will be removed.
- (6) The consequence of failure to meet the terms of probation is termination of the grant.

4. Involuntary Termination

Grants may be terminated by NCS in accordance with the General Conditions that are incorporated with the Notice of Grant Award (NOGA). A Grantee may be subject to termination for including, but not limited to, the following:

- (1) Unwillingness or inability to comply with special award conditions and requirements as described in this section;
- (2) Unwillingness or inability to meet the terms of probation as described in this section;
- (3) Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services;
- (4) Illegal activity of any kind;
- (5) Insolvency;
- (6) Failure to disclose a conflict of interest;
- (7) Influence by a gratuity;
- (8) Any violations of the terms of the grant agreement; and/or
- (9) Substantiated fraud, abuse, or misappropriation of grant funds.

Consequences of termination may include, but are not limited to, the following:

- (1) Repayment to NCS of any outstanding advance;
- (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date;
- (3) Surrender of any and all documents related to the grant that NCS deems necessary; and/or
- (4) Repayment to NCS of all grant funds found to be unallowable costs.

1. No-Fault Termination

- a. A no-fault termination may occur at any time during the grant year. Reasons a grant may be terminated on a no-fault basis include, but are not limited to, the following:
 - (1) NCS and the Grantee mutually agree to termination without cause.
 - (2) Other extenuating circumstances exist that render continuation by NCS or Grantee impossible.
- b. Consequences of termination may include, but are not limited to, the following.
 - (1) Repayment to NCS of any outstanding advance;
 - (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date;
 - (3) Transfer or liquidation of all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of

\$1,000 or more, all computers and software regardless of original purchase price, and any other items NCS has required the Grantee to inventory during the course of the grant); and/or

(4) Surrender of all documents related to the grant that NCS deems necessary.

c. The process for implementing a no-fault termination is as follows:

(1) NCS will notify the Grantee in writing.

(2) Termination will be effective immediately upon receipt of the written notice (or any date specified therein).

#4930-1899-2580

SECTION F

ASSIGNMENT

SECTION F

ASSIGNMENT

Per Item #9 in the “Terms and Conditions” section on the second page of the Agreement between NCS and Grantee, entitled “Notice of Grant Award and Agreement,” in the event NCS assigns the agreement to DHHS, the parties agree the amendments reflected in this Section F shall become effective concurrent with the assignment:

1. All references to “grant” shall be understood to mean “subaward” and all references to “grantee” shall be understood to mean “subrecipient.”
2. The following shall replace “NCS” in the “Source of Funds” field on the first page of the Agreement, entitled “Notice of Grant Award”:

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3. Items 2 through 4 shall replace existing Items 2 through 4 in the “Terms and Conditions” section on the second page of Agreement, entitled “Notice of Grant Award”:
 2. Expenditures must comply with any statutory guidelines, the OCPG Grant Instructions and Requirements, and the Nevada State Administrative Manual.
 3. Expenditures must be consistent with the approved Budget and Outreach Plan.
 4. Grantee must comply with the OCPG Grant Conditions and Assurances, and Grant Instructions and Requirements.
4. The following language shall be added as Item #5 under the “General Conditions” subsection of Section A – Grant Conditions and Assurances:

The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. The following language shall be added as Item #6 under the “General Conditions” subsection of Section A – Grant Conditions and Assurances:
 - If award facilitates the development or distribution of written materials, identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada Department of Health & Human Services [and any specific Division within the Department, as applicable]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department or its Divisions.”
 - Any activities performed under this subaward shall acknowledge the funding was provided through the Nevada Department of Health & Human Services and any specific Division within the Department, as applicable.
 - The Grantee must notify and obtain written, prior authorization from the Department or any specific Division, if applicable, for any modification to allow the shifting of funds from one category to another.
 - Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Grantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
6. The following language shall be added after “inclusive” to Item #6 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

and any relevant program-specific regulations.

7. The following language shall be added as Item #12 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***State of Nevada Office of Community Partnerships and Grants
4126 Technology Way
Carson City, NV 89706***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the Grantee’s fiscal year. **To acknowledge this requirement, Section F of this notice of subaward must be completed.**

8. The following language shall be added as Item #13 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

Grantee certifies, by signing this notice of award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every Grantee receiving any payment in whole or in part from federal funds.

9. The following language shall be added as Item #14 under the “Grant Assurances” subsection of Section A – Grant Conditions and Assurances:

Grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

10. Section E – Grant Instructions & Requirements shall be replaced by DHHS’ Grant Instructions & Requirements document in effect at the time of assignment.

11. The documents attached hereto below shall be added as Section G – Audit Information Request and Section H – Current or Former State Employee Disclaimer and Grantee shall complete Section G and H as soon as practicable upon assignment.

#4923-8443-2578

SECTION G

AUDIT INFORMATION REQUEST

EFFECTIVE UPON ASSIGNMENT

SECTION G

AUDIT INFORMATION REQUEST – EFFECTIVE UPON ASSIGNMENT

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year?
NO YES ☒ ☐
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon, Couty of
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2025
7. What time-period did your last audit cover? July 1, 2024 - June 20, 2025
8. Which accounting firm conducted your last audit? Sciarani & Co

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

#4930-1899-2580

SECTION H
CURRENT OR FORMER
STATE EMPLOYEE DISCLAIMER
EFFECTIVE UPON ASSIGNMENT

SECTION H
CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER – EFFECTIVE UPON
ASSIGNMENT

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months **and** is receiving PERS, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☒ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____

Grantee agrees that any employees listed cannot perform work until approval has been given from the Department.

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

#4930-1899-2580

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

11.h

Subject:

For Possible Action: Approve a contract between Lyon County and Healthy Communities Coalition, not to exceed \$18,350, for services funded through the FY27 Family Planning Services grant from the Department of Human Services, Division of Public & Behavioral Health.

Summary:

Lyon County Human Services will contract with Healthy Communities Coalition of Lyon and Storey Counties to provide family planning education, community outreach on targeted family planning topics, and care coordination services.

Financial Department Comments:

This is funded from a State grant.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a contract between Lyon County and Healthy Communities Coalition, not to exceed \$18,350, for services funded through the FY27 Family Planning Services grant from the Department of Human Services, Division of Public & Behavioral Health.

ATTACHMENTS

- [FY27 Family Flanning Services Contract with Healthy Communities Coalition](#)

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

Healthy Communities Coalition of Lyon and Storey Counties
209 Dayton Valley Rd, Dayton, NV 89403
Phone: (775) 246-7550 • Fax: (775) 246-7553
Email: wendy@hcclsc.org

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, 2026, subject to approval by the Lyon County Board of County Commission and expire on June 30, 2027, 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 \$18,350. 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: **\$1,000,000.00** 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: \$_____ Each Claim.
 - ii. Retroactive date: Prior to commencement of the performance of the contract.
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- f. **Umbrella or Excess Liability Insurance**
 - i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to state it is "As Broad as Primary Policy"
- g. **Commercial Crime Insurance**
 - i. Minimum Limit required: \$_____ Loss for Employee Dishonesty.
 - ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.
- h. **Performance Security**
 - i. Amount required: \$_____
 - ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.
 - iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
 - iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.
- i. **General Requirements**
 - i. Amount required: \$_____
 - ii. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
 - iii. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iv. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - v. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.
 - vi. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
 - vii. **Approved Insurer:** Each insurance policy shall be:
 - 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - 2. Currently rated by A.M. Best as "A-VII" or better.
- j. **Evidence of Insurance**

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

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

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

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

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

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

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

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

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

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

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

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333,

provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

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

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

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

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

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

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

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

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

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

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

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

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



Independent Contractor's Signature

August 3, 2026
Date

Executive Director
Independent Contractor's Title


Authorized Representative
Lyon County

8/11/2026
Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Keller, 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

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Healthy Communities Coalition. It is developed to identify the Requirements, Roles and Responsibilities for the Account for Family Planning Program.

The Account for Family Planning Program (AFP) provides family planning and reproductive health education, outreach, and barrier-removal services to Lyon County residents. The program is intended to increase access to family planning and reproductive health information and services throughout Lyon County, including services for youth and adults who may experience barriers to accessing care.

Healthy Communities Coalition will provide services and activities related to AFP as follows:

- Provide family planning and reproductive health education, outreach, and resource information to Lyon County residents.
- Conduct family planning education and outreach in Lyon County, to include food pantries, and other appropriate community based settings.
- Provide or distribute family planning and reproductive health supplies, as appropriate, including condoms, STI testing supplies, prenatal vitamins, and pregnancy tests.
- Provide referrals and resource information related to contraception, sexually transmitted infection testing and treatment, preconception health, pregnancy planning, and other family planning services.
- Maintain documentation of AFP services and submit required service and demographic data to Lyon County Human Services in the format and within the timeframe established by LCHS.
- Provide monthly reports summarizing AFP activities and services provided during the preceding month.
- Maintain confidentiality and comply with all applicable federal, state, county, and agency confidentiality requirements.
- Healthy Communities Coalition will provide an invoice detailing charges to Lyon County Human Services by the 10th day of each month for services provided during the preceding month.

Lyon County Human Services (LCHS):

- Provide program coordination and oversight for the AFP Program.
- Provide technical assistance, reporting forms, and templates necessary for documentation and data collection.
- Manage and submit required AFP grant reports and data to the Nevada Division of Public and Behavioral Health (DPBH).
- Coordinate with Healthy Communities Coalition regarding program activities, reporting requirements, and identified barriers or challenges.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

12.a

Subject:

For Possible Action: To approve the request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024, authorizing the construction of three 345-kV transmission lines as part of the Greenlink West Transmission Line Project. The proposed amendment specifically addresses approximately 10 miles of transmission line north of US Highway 50 from Dayton, Stagecoach and Silver Springs to the Storey County Line, crossing portions of fifteen (15) parcels (APNs 015-011-05, -07, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051 (Senior Planner Lisa Nash).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Staff Report](#)
- [Backup](#)
- [Stagecoach Letter of Transmittal](#)



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT

27 SOUTH MAIN STREET, YERINGTON, NV 89447

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BOARD OF COUNTY COMMISSIONERS

PLZ-2026-051

Proposed Action	<u>Conditional Use Permit Amendment for three 345-kV Generation Tie-Lines (Gen-Tie)</u>
Meeting Date	<u>August 20, 2026</u>
Property Owners	<u>NV-Reno Industrial LLC, Entrust Admin Inc., Crosby NV Land LLC, Gary and Patricia Borst, Leroy Land Development Corp, Glenn and Karen Typer, Rajarataka LLC, Bureau of Land Management, Southwest Gas Corp., Ramsey LLC (See Appendix E)</u>
Applicant	<u>NV Energy</u>
Location	<u>Dayton, Silver Springs, and Stagecoach</u>
Parcel Numbers	<u>015-011-05, -07, -10, 015-191-01 thru -06, 015-531-19, 015-361-04, 016-011-02, 016-021-04, -24 and 021-411-04</u>
Parcel Sizes	<u>14,351.4 acres</u>
Master Plan	<u>Specific Plan, Rural Residential, Open Space, and Resource</u>
Zoning	<u>Planned Unit Development, RR-5 (Fifth Rural Residential District (20 Acres)), C-1 (Limited Commercial District), RR-1 (First Rural Residential District (1 acre)), RR-3 (Third Rural Residential District (5 acre)), and C-2 (General Commercial District)</u>
Flood Zone(s)	<u>X-Unshaded per FIRMs 32019C0305E, 32019C0200E, and 32019C0175E, dated 1/16/2009</u>
Case Planner	<u>Lisa Nash</u>

REQUEST

The Applicant is requesting a Conditional Use Permit Amendment (CUP-A) to construct, operate, and maintain NV Energy's Greenlink Nevada Transmission Project: Common Tie Facilities (Project) in unincorporated Lyon County, Nevada. The CUP-A is amending the CUP for project PLZ-2026-024 approved July 2, 2026. This amendment request includes the following:

- Portions of a 345-kV Line from Walker River Substation to Mira Loma Substation – approx. 0.99 miles
- Portions of a 345-kV Line from Walker River Substation to Comstock Meadows #1 – approx. 1.14 miles
- Portions of a 345-kV Line from Walker River Substation to Comstock Meadows #2 – approx. 7.9 miles
- The portions of these three lines cover the area north of U.S. Highway 50 to the Storey County border. The previous CUP (PLZ-2026-024) covered the gen-tie lines from the Walker River Substation to Hwy 50.
- Electric power distribution lines to support the proposed telecommunications facilities, including microwave and optical amplifier facilities.

- Telecommunications Facilities
- Access Roads

This CUP application covers approximately 10 miles of gen-tie line which extends outside the mapped aboveground utility plan corridors in Lyon County.

Power transmission lines, 60kV or greater may be allowed in all zoning districts, subject to the approval of a Conditional Use Permit.

RECOMMENDED MOTION

If the Board of County Commissioners wishes to approve the requested Conditional Use Permit Amendment application, then the Board should make a motion similar to the following.

The Board of County Commissioners finds that:

- A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;
- B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;
- C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure;
- D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts;
- E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties;
- F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title; and
- G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

Based on the aforementioned Findings and the following 12 Conditions of Approval, I move that the Board of County Commissioners approve the request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024, authorizing the construction of three 345-kV transmission lines as part of the Greenlink West Transmission Line Project. The proposed amendment specifically addresses approximately 10 miles of transmission line north of US Highway 50 from Dayton, Stagecoach and Silver Springs to the Storey County Line, crossing portions of fifteen (15) parcels (APNs 015-011-05, -07, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051.

CONDITIONS OF APPROVAL

1. No change in the terms and conditions of the Conditional Use Permit Amendment (CUP-A), as approved, shall be undertaken without first submitting the changes to Lyon County Community Development and having them modified in conformance with Lyon County Code.
2. The applicant shall comply with all applicable Fire, building, zoning and improvement code requirements and obtain any necessary public inspections. All construction documents and separate applications must be

submitted to the Lyon County Building Department for review and approval to obtain Site Improvement Plan or Building Permits.

3. All construction documents and separate applications must be submitted to the applicable Fire Protection District prior to obtaining a Building Permit. The Fire Protection Districts generally require a separate Fire and Life Safety Plan Review.
4. All contractors doing any construction, modifications, or remodels must be licensed in Lyon County and the State of Nevada.
5. The applicant shall maintain a Lyon County business license for the use while occupying the site.
6. Applicant shall comply with all applicable environmental and health laws and regulations concerning water quality, air quality, solid waste disposal, and wastewater management.
7. Any exterior lighting shall be downward facing and shielded such that light is not shed onto adjacent properties and public rights-of-way.
8. The Applicant shall enter into a road maintenance agreement with the County for the maintenance and dust control of any County maintained roads during the construction period of the project. Once the construction of the project is completed, the amount of traffic generated by the project is minimal and the road maintenance agreement may expire. Encroachment permits may also be required depending on any work to be completed within County Right of Ways.
9. Construction, operation, and maintenance of the proposed 345-kV transmission line shall meet or exceed National Electrical Safety Code (NESC) requirements.
10. The applicant shall comply with the Storm Drainage Guidelines for Lyon County, dated September 20, 2024 to the satisfaction of the County Engineer prior to issuance of a Site Improvement Permit, Grading Permit, and/or Building Permit. Drainage report and plans must be submitted concurrently with any Site Improvement Plans, Grading Plans, and/or Building Permit applications.
11. The applicant shall apply for Eligible Facility Requests for any modifications of existing Wireless Communication Facilities (WCF) towers or base stations associated with this CUP. New WCF towers or substantial changes (including increase in height) of existing towers shall require compliance with LCC Chapter 15.236.04 and the required entitlement applications.
12. The substantial failure to comply with the conditions imposed on the issuance of this conditional use permit or the operation of the conditional use in a manner that endangers the health, safety or welfare of Lyon County or its residents or the violation of ordinances, regulations or laws in the conditional use may result in the institution of revocation proceedings. **Failure to initiate the conditional use permit within two (2) years from the date of approval or to complete all work within three (3) years from the date of approval will result in the expiration of the conditional use permit approval.**

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Alternative Motion for Continuance

If the Board of County Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the proposed conditional use permit; the Board should make appropriate findings and move to continue the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request. The Board may wish to consider a motion similar to the following:

The Board of County Commissioners finds that:

- A. Additional information, discussion and public review are necessary for a more thorough review of the proposed Conditional Use Permit.

Based on the aforementioned Findings, and with the applicant's concurrence, the Board of County Commissioners continues the request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024, authorizing the construction of three 345-kV transmission lines as part of the Greenlink West Transmission Line Project. The proposed amendment specifically addresses approximately 10 miles of transmission line north of US Highway 50 from Dayton, Stagecoach and Silver Springs to the Storey County Line, crossing portions of fifteen (15) parcels (APNs 015-011-05, -07, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051 for ___ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should deny the Conditional use Permit application, then the Board may wish to consider a motion similar to the following:

The Board of County Commissioners has considered:

15.230.06: FINDINGS:

When considering applications for a conditional use permit, the Commission or Board, where applicable, must evaluate the impact of the conditional use on and its compatibility with surrounding properties and neighborhoods to mitigate potential impacts of the use at a particular location and make the following findings:

- A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;
- B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;
- C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure;
- D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts;
- E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties;
- F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title; and
- G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

After consideration of the above-listed Findings, I move that the Board of County Commissioners deny the request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024, authorizing the construction of three 345-kV transmission lines as part of the Greenlink West Transmission Line Project. The proposed amendment specifically addresses approximately 10 miles of transmission line north of US Highway 50 from Dayton, Stagecoach and Silver Springs to the Storey County Line, crossing portions of fifteen (15) parcels (APNs 015-011-05, -07, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051.

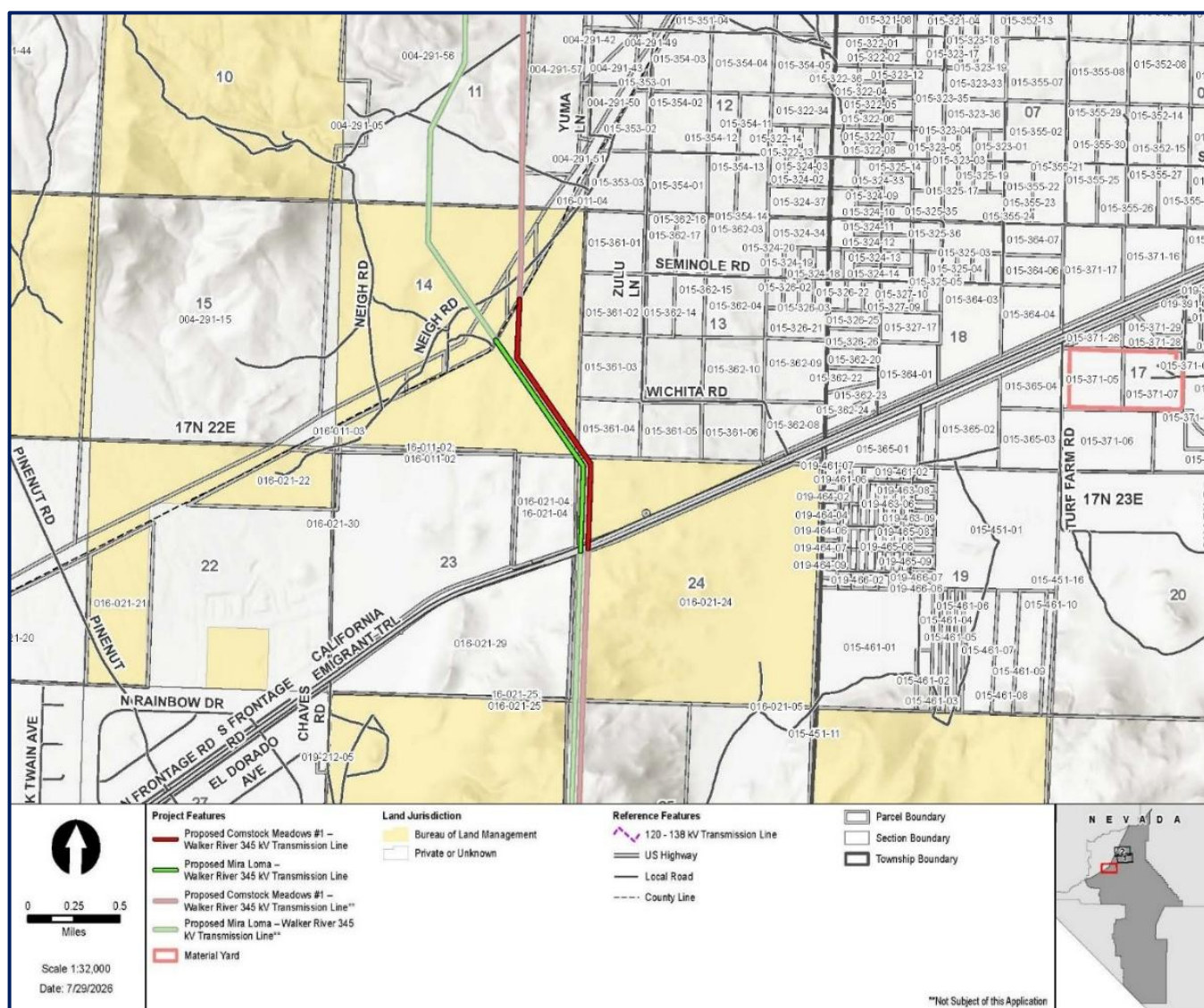
BACKGROUND INFORMATION

Location

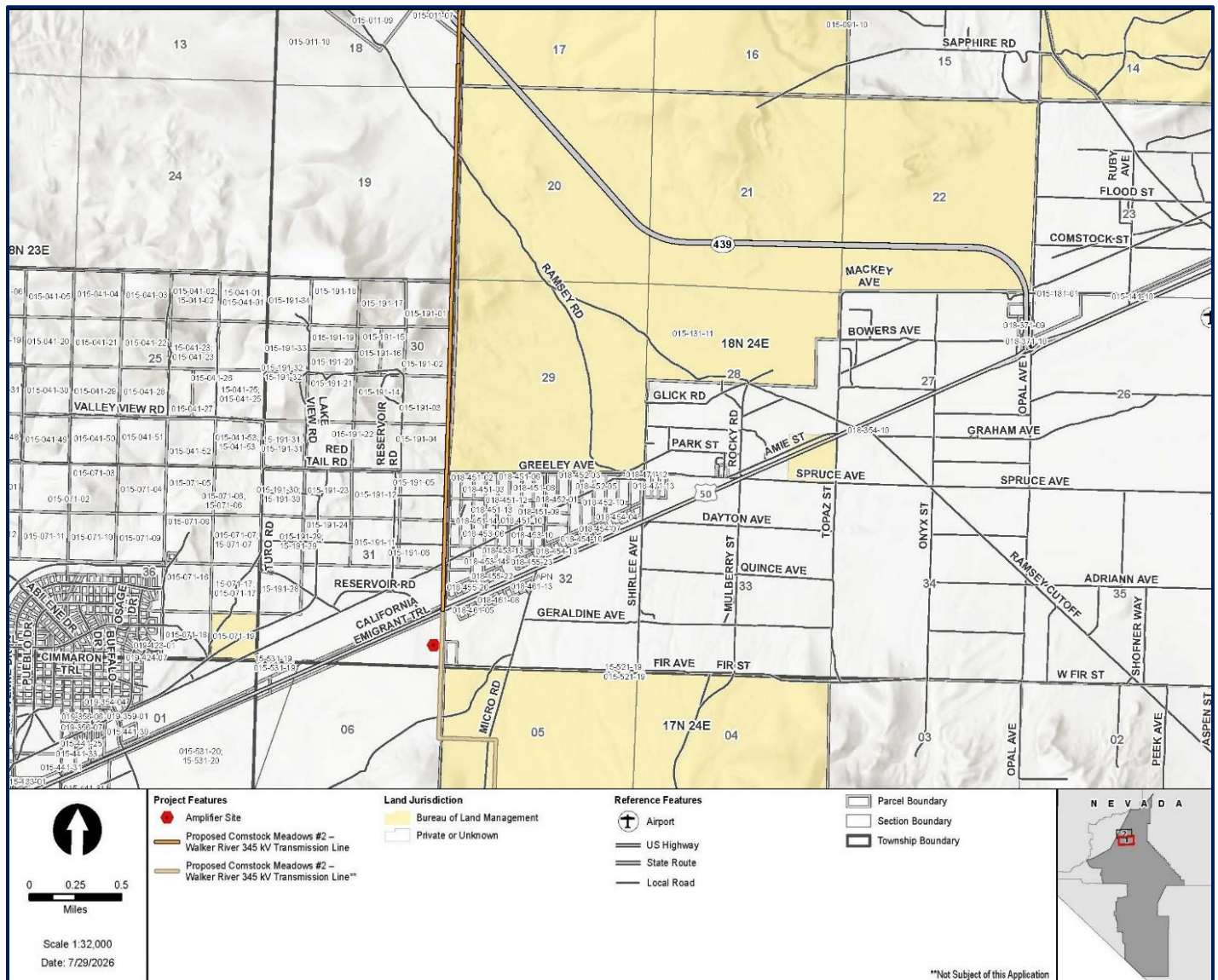
The project affects portions of fifteen (15) parcels located in Dayton, Silver Springs and Stagecoach, extending from the Hwy 50 to the Storey County border (APNs 015-011-05, -07, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04). The properties include a mix of private and Federally owned lands in Lyon County. The following map shows the locations of the three proposed 345-kV transmission lines.

The proposed project would be located on an approximately 14,351.4-acre portion of fifteen (15) parcels. Site access to the various parcels is still being determined and will be addressed during the Grading Plans / Building Permit phase of the project. The entire gen-tie alignment is shown on the maps on pages 6 - 8. The maps are also included in the backup included with this report.

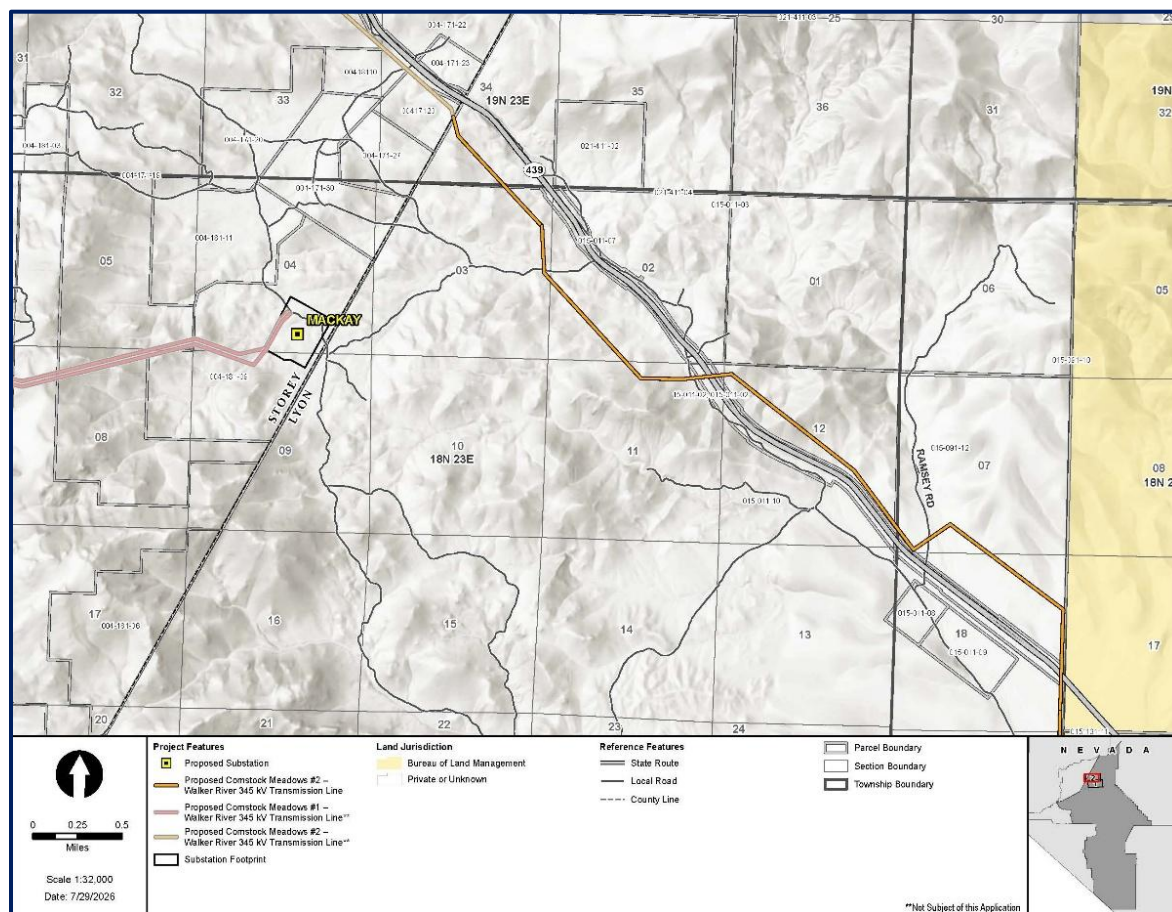
The following map covers the proposed Mira Loma and Comstock Meadows #1 gen-tie lines. The gen-tie lines cross two (2) BLM parcels (APNs 016-021-24 and 016-011-02) and the corner of one (1) private parcel (APN 015-361-04) located at 7755 Zuni Lane, Stagecoach. The easement for the lines also extends into a parcel (APN 016-021-04) located at 9000 Hwy 50, Mark Twain. These two lines are on the border between Dayton and Stagecoach.



The next map covers the south end of the proposed Comstock Meadows #2 gen-tie line. The gen-tie line follows Annette Avenue and extends straight north to intersect with USA Parkway (Hwy 439). The line in this area crosses eight (8) private parcels (APNs 015-011-10; 015-191-01 thru -06; and 015-531-19) located to the west of Annette Lane in Stagecoach. This line is continued on the next map.



The final map, shown below, covers the north end of the proposed Comstock Meadows #2 gen-tie line from where it intersects USA Parkway (Hwy 439). The gen-tie line follows along USA Parkway (Hwy 439) to the Storey County border. The gen-tie line crosses three (3) private parcels (APNs 015-011-05, and -07; and 021-411-04) located to on both sides of USA Parkway in Stagecoach.



MASTER PLAN AND ZONING

Master Plan

The Master Plan designations for the fifteen (15) subject parcels are Specific Plan, Rural Residential, Open Space, and Resource. The Table 1 on the following page includes the properties and their Master Plan Designations and Zoning Districts.

Zoning

The zoning on the subject parcels is from the County's expired Development Code, Title 10. The zoning is comprised of Planned Unit Development, RR-5 (Fifth Rural Residential District (20 Acres)), C-1 (Limited Commercial District), RR-1 (First Rural Residential District (1 acre)), RR-3 (Third Rural Residential District (5 acre)), and C-2 (General Commercial District). Per the Consistency Matrix, these have the following corresponding Title 15 districts of Planned Unit Development, RR-20 (Rural Residential, 20 Acre Minimum), NC (Neighborhood Commercial), RR-1 (Rural Residential, 1 Acre Minimum), RR-5 (Rural Residential, 5 Acre Minimum), and CC (Community Commercial), and as outlined in the Matrix. The zoning on the surrounding properties is consistent with these zoning districts.

The gen-tie lines that are the subject of this CUP Amendment continue from Hwy 50 to the Storey County border.

Table 1: Properties Master Plan and Zoning Designations

Tax Parcel Number	Owner	Title 10 Zoning	MP
015-011-05	NV-Reno Industrial, LLC.	PUD	SP
015-011-07	NV-Reno Industrial, LLC.	PUD	SP
015-011-10	NV-Reno Industrial, LLC.	PUD	SP
015-191-01	Entrust Admin, Inc.; Mitchell Matsumoto	RR-5	SP
015-191-02	Crosby NV Land, LLC	RR-5	SP
015-191-03	Gary Borst; Patricia A. Borst	RR-5	SP
015-191-04	Crosby NV Land, LLC.	RR-5	SP
015-191-05	Crosby NV Land, LLC.	RR-5	SP
015-191-06	Crosby NV Land, LLC.	RR-5	SP
015-361-04	Rajarataka, LLC.	RR-5	RR
015-531-19	Crosby NV Land, LLC.	RR-5, C-1, RR-1	SP
016-011-02	Bureau of Land Management	RR-5	OS
016-021-04	Southwest Gas Corporation	RR-3, C-2	R
016-021-24	Bureau of Land Management	RR-5	OS
021-411-04	Ramsey, LLC.	RR-5	SP

Flood Zone Designation

Per the FEMA (Federal Emergency Management Agency) Flood Insurance Rate Maps (X-Unshaded per FIRMs 32019C0305E, 32019C0200E, and 32019C0175E, dated 1/16/2009), all fifteen (15) of the subject properties are located within Flood Zone X Unshaded (Area of Minimal Flood Hazard). This means development for this portion of the gen-tie lines will not require a Floodplain Development Permit because the zone is recognized as being elevated above the 500-year flood event level.

Public Facilities

Per the applicant, the project will not require long-term municipal utilities such as water, wastewater, and solid waste management and no new water rights are sought. During Project construction activities, water that is required to produce concrete for transmission structure foundations and for use to control dust along access roads and at construction work areas will be acquired from existing municipal or commercial sources, or other entities holding valid water rights. As a Condition of Approval, water, wastewater, and solid waste shall be managed per local, state, and federal regulations.

STAFF REVIEW AND COMMENTS

Project Description

Per the applicant, the proposed project is described as follows:

NV Energy proposes to construct, operate, and maintain a proposed system of new 120-kilovolt (kV), 230-kV, 345-kV, and 525-kV electric power facilities between Las Vegas and Reno, Nevada. Project facilities will include 345-kV and 525-kV transmission lines, substations, distribution lines, microwave radio and optical amplifier facilities for system communications, access roads, pulling and tensioning sites (pull sites) for wire-stringing activities during construction, and material yards and helicopter fly yards for material delivery and storage.

The three proposed 345-kV transmission lines and the associated electric power distribution lines, system communications, access roads and pull sites on private land in Lyon County, from U.S. Highway 50 north to the Storey County border, are the subject of this Application. In Lyon County, these facilities constitute NV Energy's Common Tie facilities, which are part of the overall Greenlink Nevada Transmission Project.

This section describes the temporary and permanent Project facilities that NV Energy proposes on private land in Lyon County, from U.S. Highway 50 north to the Storey County border. Temporary facilities will be required for the Project's short-term construction activities. Permanent facilities will be required for the Project's long-term operation and maintenance activities. NV Energy proposes to construct, operate, and maintain a new aboveground electric power transmission system including the following temporary and permanent facilities:

- *Temporary Facilities*
 - o *Transmission Structure Work Areas*
 - o *Distribution Structure Work Areas*
 - o *Guard Structure Work Areas*
 - o *Pull Sites*
 - o *Access Roads*
 - o *Material Yard*
- *Permanent Facilities*
 - o *Three 345-kV transmission lines*
 - *345-kV Mira Loma-Walker River Transmission Line*
 - *345-kV Comstock Meadows #1 – Walker River Transmission Line*
 - *345-kV Comstock Meadows #2 – Walker River Transmission Line*
 - o *Electric power distribution lines to support the proposed telecommunications facilities*
 - o *Access Roads*

Conditional Use Permit

The proposed Gen-Tie Lines require approval of a Conditional Use Permit, per Lyon County Code Table 15.320-4. At least a portion of the proposed *Power Transmission Line, 60kV or greater* would be located outside of the BLM-designated utility corridor and, thus, is also not located "within a designated utility corridor identified in Master Plan," as shown in the plan provided by the applicant.

When considering applications for a CUP Amendment, the Board must evaluate the impact of the conditional use on, and its compatibility with, surrounding properties and neighborhoods to mitigate potential impacts of the use at a particular location and make the following findings from *Chapter 15.230.06: FINDINGS*. Each Finding is listed with the applicant's response and staff's comments.

FINDINGS

Finding A: The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;

Applicant's Response

*In Lyon County's 2020 Master Plan, **Goal FS 5 – Utility Corridors** seeks to locate utility corridors to protect natural, cultural, and visual resources, and minimize conflicts with communities (Lyon County 2020a). Through the NEPA process, the BLM has analyzed the Project's impacts on a range of land uses and natural, cultural, and visual resources, as well as on social factors including socioeconomics and impacts on low-income and minority populations. The BLM's impact analyses for these resources and the selection of the Agency Preferred Alternative helps protect these resources and minimizes conflicts with communities. In this way, the Agency Preferred Alternative's location will be consistent with and help Lyon County achieve Goal FS 5.*

On private land in Lyon County, the Agency Preferred Alternative does not cross developed communities. Instead, the proposed 345-kV transmission lines' routes cross undeveloped land, for which NV Energy is in the process of acquiring easements to construct each line. These private lands are designated for industrial, open space, public lands, and resource uses in and around the Mark Twain, Silver Springs, and Stagecoach areas. Construction, operation, and maintenance of the Project's facilities will have minimal impacts in these areas and on surrounding land uses. In this way, the Agency Preferred Alternative will also help Lyon County implement Policy FS 5.3 to minimize utility corridor conflicts with residential and commercial developments and provide appropriate separation between these land uses and the Project's proposed facilities.

In these ways, NV Energy will satisfy this requirement.

Staff Comment

The proposed use is consistent with the Master Plan designations of Specific Plan, Rural Residential, Open Space, and Resource, and with the applicable goals and policies of the Master Plan, inset below. As shown above, the proposed gen-tie line would be span across fifteen (15) properties. As stated in the applicant's response above and as required as a Condition of Approval and in conformance with Policy FS 5.4, copied below, the construction, operation, and maintenance of the proposed 345-kV transmission line shall meet or exceed National Electrical Safety Code (NESC) requirements.

i. Goal FS 5: Utility Corridors.

Utility Corridors will be located to ensure optimum connectivity, level of service, and protection of natural, cultural and visual resources, and minimize conflicts with communities.

ii. Policy FS 5.1

Lyon County will create a process for the designation and approval of inter-regional utility corridors, including multi-modal transmission corridors, above ground electrical transmission corridors, and underground utility transmission corridors (i.e., inter-regional corridors within which electric transmission lines with capacities of 200 kV or greater, natural gas pipelines larger than 16 inches in diameter, water transmission pipelines larger than 16 inches, or similar utility infrastructure will be located) in cooperation with the Nevada State Office of Energy, all adjacent counties, the Bureau of Land Management, and any other agency with jurisdiction.

ii. Policy FS 5.2

Lyon County will create a process for the designation and approval of aboveground electrical utility corridors with capacities of 60 kV to 199 kV in cooperation with the Nevada State Office of Energy, all adjacent counties, the Bureau of Land Management and NV Energy.

ii. **Policy FS 5.3**

Aboveground utility corridors must not conflict with any existing or planned infrastructure or utility projects and must be located to minimize conflicts with residential and commercial development.

ii. **Policy FS 5.4**

Width of existing and future aboveground utility corridors shall be equivalent to the width of the easement required by the National Electric Safety Code (NESC) plus any additional easement width required by the utility provider to ensure access to the infrastructure.

This Finding is met.

Finding B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;

Applicant's Response

The Project's proposed 345-kV transmission lines and associated facilities will be situated, to the extent practicable, in designated utility corridors adjacent to similar facilities. More specifically, where the Mira Loma – Walker River and Comstock Meadows #1 – Walker River transmission lines cross federal land, these lines will generally parallel the ROW of other electric power transmission lines. Where the Project's transmission lines will be aligned on private land in Lyon County, the lines will be situated in the industrial, open space, public lands, and resource areas mentioned above. The proposed transmission lines will not cross developed communities. In this way, the Project's transmission lines will avoid impacts on neighborhoods.

NV Energy will minimize Project-related adverse impacts, such as traffic, noise, odors, and visual nuisances as well as other nuisances such as dust, glare, and vibration. During Project construction activities, construction vehicles traveling to and from construction sites will generate fugitive dust and noise along access roads. Water trucks will be used to spray access roads and construction entrances and exits to reduce the amount of fugitive dust generated. Additionally, structure work areas and temporary work areas will be reclaimed as soon as feasible to reduce the amount of fugitive dust generated. Vapors, exhaust smoke, and noise from construction equipment and vehicles will be present in the areas immediately surrounding the construction sites. NV Energy and its construction contractor(s) will ensure that construction vehicles are kept in good working condition with appropriate devices installed to limit the amount of noise generated. The transmission line's conductors will feature a non-specular finish to reduce the potential for glare. The use of augers and vibration caissons may be used to place transmission structures' foundations into the ground. The locations where these vibrations may be felt will vary based on active construction areas.

During the Project's operation, the Project's transmission lines may produce audible noise from corona. Corona is the electrical ionization of the air that occurs near the surface of the energized conductor due to very high electric field strength resulting in a hissing or crackling sound. The amount of corona produced by a transmission line is a function of the voltage of the line, the diameter of the conductors, the locations of the conductors in relation to each other, the elevation of the line above sea level, the condition of the conductors and hardware, and local weather conditions. Irregularities such as nicks and scrapes on the conductor surface or sharp edges on suspension hardware concentrate the electric field at these locations and increase the electric field gradient and the resulting corona at these spots. Raindrops, snow, fog, and condensation accumulated on the conductor surface are also sources of surface irregularities that can increase corona. Audible noise levels associated with the Project's transmission lines are anticipated to be barely audible at the edge of the transmission lines' ROWs during dry weather periods but may increase during wet weather to a low humming sound roughly comparable

to the sound of a refrigerator. No other nuisances associated with the Project are anticipated during Project operation.

During the Project's routine maintenance or emergency repair activities, maintenance vehicles traveling to and from particular structures will likely generate a negligible amount of traffic, fugitive dust, and noise relative to existing conditions.

In these ways, NV Energy will satisfy this requirement.

Staff Comment

The proposed project is mainly following existing utility corridors and existing utility infrastructure. There may be some impact on an existing neighborhood with noise, traffic, or visual nuisance. A 0.7-mile portion of the Comstock Meadows #2 line runs along western side of Annette Avenue, which is adjacent to the western edge of a partially developed residential neighborhood. The Applicant shall enter into a road maintenance and traffic management agreement with the County for the maintenance and dust control of rights-of-way in front of the subject parcels and to ensure satisfactory traffic flow during the construction period of the project, as a Condition of Approval. This Finding is met.

Finding C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure;

Applicant's Response

In Lyon County, Project-related vehicular traffic will occur on public roads as a result of construction, operation, and maintenance activities. Estimated construction traffic will be approximately 20 to 30 vehicles per day, at the peak of Project construction activities. Minimal impacts to existing traffic volumes on County roads are anticipated. NV Energy will work with the Lyon County Road Division, landowners, and the Nevada Department of Transportation to determine appropriate access points to construction areas. All mobile construction equipment will be certified to operate on Interstate highways.

During Project construction activities, construction vehicles and passenger crew vehicles will not reduce the Level of Service (LOS) along County roads below LOS D. LOS is a qualitative measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measures including vehicle speed, roadway design and capacity, and traffic congestion. LOS are categorized A through F, with LOS A representing free-flow traffic conditions and LOS F representing a breakdown in the traffic system where frequent slowing or stopping is required. LOS D represents high traffic density, but stable traffic flow conditions. LOS D is the target LOS for County roads and intersections in Lyon County (Lyon County 2020b).

During the Project's normal operation, no impacts to existing traffic volumes on County roads are anticipated.

During the Project's routine maintenance or emergency repair activities, maintenance vehicles traveling to and from particular structures will likely generate a negligible amount of traffic.

In these ways, the Project's construction, operation, and maintenance activities are not expected to generate traffic volumes that the local road network's existing, planned or conditioned roadway infrastructure cannot accommodate.

Staff Comment

As stated in response to Finding B, the applicant would be required to enter into a road maintenance and traffic management agreement with the County to ensure that traffic flow during construction can be accommodated and would not damage any existing roadway infrastructure. This Condition of Approval allows this Finding to be met.

Finding D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts;

Applicant's Response

During the Project's construction, operation, and maintenance activities, NV Energy will require surface access to all Project structures and work areas in Lyon County. Existing public roads and highways will provide primary access for personnel, materials, and equipment to Project access roads that will provide access to Project work areas. All vehicle movement outside of the Project's ROW will be restricted to predesignated access, contractor-acquired access, public roads, or overland travel approved in advance by the applicable land management agency, unless authorized by the Project's Compliance Inspection Contractor.

*As described above in **Section 2.1.5**, NV Energy will utilize a combination of access roads for the Project. Where necessary, NV Energy will improve existing roads to meet NV Energy's standards and allow for the safe movement of construction vehicles. NV Energy will build new access roads only as necessary to access structure sites lacking direct access from existing roads, and new roads will be routed to minimize adverse impacts, to the extent practicable, on existing land uses. NV Energy's Traffic and Transportation Management Plan contains detailed road design information and measures that will be implemented to minimize adverse impacts from construction of new access roads. This Plan will be provided as part of the Project's POD.*

Prior to beginning construction, NV Energy's construction contractor(s) will coordinate with the Lyon County Road Division to obtain applicable required permits for County Road ROW access, utilities installation, and oversized/overweight vehicle movement. Additionally, before using County roads, the construction contractor(s) will document pre-construction road conditions and will return existing roads to pre-construction conditions, to the extent practicable.

In locations where the Project's transmission lines and distribution lines include aerial crossings of County roads with the lines' conductors, NV Energy will implement a traffic control plan to ensure the safety of the traveling public during construction activities at these locations. During wire-stringing activities across County roads, lane closures and/or detours might be necessary. These temporary modifications to the existing transportation network may cause minor delays for local traffic. Minor delays may also occur as construction vehicles travel to and from construction work areas. However, when construction is complete, traffic patterns and volumes will be expected to return to pre-construction conditions. No impacts to the County's local road network are anticipated during the Project's operation. During the Project's routine maintenance or emergency repair activities, maintenance vehicles traveling to and from particular structures will likely generate a negligible amount of traffic.

In these ways, NV Energy will help avoid and/or minimize disruptions to existing traffic volumes and the local road network in Lyon County and thereby mitigate the Project's impacts.

Staff Comment

As stated in response to Findings B and C, the applicant would be required to enter into a road maintenance and traffic management agreement with the County. As a part of that process, the applicant and the County can determine whether any roadway improvements are necessary to accommodate the proposed project. This Finding is met.

Finding E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties;

Applicant's Response

Please refer to the response for (B) above discussing the measures that NV Energy will implement to mitigate nuisances, including noise and visual impacts, associated with the Project's construction, operation, and maintenance activities. The BLM's POD provides more information on the specific mitigation measures that NV

Energy will implement. NV Energy will provide the POD to Lyon County prior to commencing construction activities in the County.

In these ways, NV Energy will satisfy this requirement.

Staff Comment

As discussed in relation to Finding B, the proposed project is mainly following existing utility corridors and existing utility infrastructure. The applicant has attempted to avoid residential development where possible however, there may be some impact on an existing neighborhood with noise, traffic, or visual nuisance. A 0.7-mile portion of the Comstock Meadows #1 and Comstock Meadows #2 lines run along western side of Annette Avenue, which is adjacent to the western edge of a partially developed residential neighborhood. The project may have some visual or noise impacts on the adjacent parcels, although design will attempt to minimize and mitigate these impacts. As conditioned, any lighting required for construction of the project or after shall be screened to ensure there is no light spillage on adjacent properties. This Finding is met.

Finding F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title; and

Applicant's Response

The proposed conditional use complies with the additional standards included in the Code and in Title 15 – Land Use and Development Code. More specifically, NV Energy's compliance with the performance standards for power transmission lines is discussed below in Section 3.3.1. The Project also complies with the 2020 Master Plan's Public Facilities and Services element. The Project complies with the policies adopted to achieve Goal FS 5 – Utility Corridors, notably Policy FS 5.3 as mentioned above in the response to (A).

Concerning adequate public facilities, including schools, libraries, and community centers; government offices; police, fire, and rescue facilities; hospitals; and airports, the Project will not unduly or unreasonably impact these facilities during short-term construction activities, nor will it require these facilities during long-term operation and maintenance activities.

Additionally, the Project will not require long-term municipal utilities such as water, wastewater, and solid waste management. During Project construction activities, water that is required to produce concrete for transmission structure foundations and for use to control dust along access roads and at construction work areas will be acquired from existing municipal or commercial sources, or other entities holding valid water rights. No new water rights are anticipated to be required for the Project. Wastewater and solid waste will be managed per local, state, and federal regulations. These wastes will be managed on-site at construction offices/trailers and at construction work areas and will be disposed of at licensed facilities approved to accept such wastes.

In these ways, NV Energy will satisfy this requirement.

Staff Comment

As conditioned, the use is consistent with the zoning standards of Title 15 and has been reviewed by outside agencies. As described in detail above by the applicant, the proposed project does comply with the required performance standards for power transmission lines, per Lyon County Code. The proposed project conforms to Master Plan goals and policies related to utility corridors, as discussed in relation to Finding A. This Finding is met.

Finding G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

Applicant's Response

Once in service, the Project will strengthen the regional electric transmission system in western Nevada, thereby improving electric service reliability. This enhanced reliability and resilience of the electrical grid will allow the system to withstand changing conditions including population growth and will ensure that critical facilities including hospitals, community centers, and police, fire, and rescue facilities have adequate electric service to operate and respond to emergencies. In this way, the Project will not be materially detrimental to the public's health, safety, and welfare. Instead, by minimizing electric service disruptions and improving reliability, the Project will help protect the health, safety, and welfare of Lyon County's current and future residents.

During Project construction activities, the mitigation measures and best management practices that NV Energy will implement will not cause material damages or prejudice to other properties near the Project.

In these ways, NV Energy will satisfy this requirement.

Staff Comment

As discussed in relation to Finding A, above, the construction, operation, and maintenance of the proposed 345-kV transmission line shall meet or exceed National Electrical Safety Code (NESC) requirements, as a Condition of Approval. Adherence to NESC and Building Code requirements will ensure that the proposed conditional use will not be materially detrimental to the public health, safety, and welfare. This Finding is met.

APPENDIX E LIST OF AFFECTED PRIVATE PROPERTY OWNERS

TABLE E1 LANDOWNER INFORMATION, PARCEL NUMBERS, AND LEGAL DESCRIPTIONS OF PRIVATE PROPERTIES CROSSED IN LYON COUNTY FROM U.S. HIGHWAY 50 NORTH TO STOREY COUNTY BORDER

LANDOWNER NAME	MAILING ADDRESS	ASSESSOR'S PARCEL NUMBER	LEGAL DESCRIPTION
Crosby NV Land	508 West Third Street, Carson City, NV 89703	015-191-02	SE 1/4 of the NE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
		015-531-19	327.22 acres identified as Parcel 2 in the Sullivan/Crosby Trust Parcel Map recorded as document number 461442 in Lyon County, Nevada.
		015-191-06	SE 1/4 of the NE 1/4 section 31, TWP 18N R 24E, Lyon County, Nevada
		015-191-05	NE 1/4 of the NE 1/4 section 31, TWP 18N R 24E, Lyon County, Nevada
		015-191-04	SE 1/4 of the SE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
Entrust Admin, Inc.	555 12th Street #1250, Oakland, CA 94607	015-191-01	NE 1/4 of the NE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
Gary Borst	725 Norfold Drive, Carson City, NV 89703	015-191-03	NE 1/4 of the SE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
NV-Reno Industrial, LLC	4129 West Cheyenne Avenue, North Las Vegas, NV 89032	015-011-10	9,242.28 acres identified as Parcel B in the Official Plat for Northern Nevada Industrial Center map recorded as document number 652236 in Lyon County, Nevada. Excepting out 128.53 acres identified in the record of survey recorded as document number 652336 in Lyon County, Nevada.
		015-011-05	2640.87 acres identified as Parcel A in the Official Plat for Northern Nevada Industrial Center map recorded as document number 652236 in Lyon County, Nevada.
		021-411-04	NW 1/4 ; E1/2 of section 35, TWP 19N R 23E AND All portion lying within Lyon County of section 34 TWP 19N R 23E, Lyon County Nevada.
Rajarataka, LLC	3275 South Jones BLVD Suite 104, Las Vegas, NV 89146	015-361-04	SW1/4 of the SW 1/4 section 13, TWP 17N R 22E, Lyon County, Nevada
Southwest Gas Corporation	PO Box 988510-LVC435, Las Vegas, NV 89193	016-021-04	E1/2 of NE 1/4 of section 23, Township 17 North, Range 22 East, Mount Diablo Base and Meridian, lying north of the U.S. Highway 50 East.

LANDOWNER NAME	MAILING ADDRESS	ASSESSOR'S PARCEL NUMBER	LEGAL DESCRIPTION
Bureau of Land Management	5665 Morgan Mill Road, Carson City, NV 89701	016-021-024	Section 24, TWP 17N, R 22E, Lyon County Nevada
Bureau of Land Management	5665 Morgan Mill Road, Carson City, NV 89701	016-011-02	All of section 14, TWP 17N, R 22E that are located in Lyon County Nevada



June 25, 2026

Mr. Gavin Henderson
Director
Lyon County Community Development Department
27 South Main Street
Yerington, NV 89447

Subject: Greenlink Nevada Transmission Project: Common Tie Facilities
Application for Conditional Use Permit Amendment

Dear Gavin:

Sierra Pacific Power Company and Nevada Power Company, both doing business as NV Energy (NV Energy), hereby submit this Application for Conditional Use Permit (CUP) Amendment for the Greenlink Nevada Transmission Project: Common Tie Facilities (Project). The Amendment includes the following proposed Project facilities and related information on private land in unincorporated Lyon County from U.S. Highway 50 north to the Storey County border:

- 345-kV Mira Loma – Walker River Transmission Line
- 345-kV Comstock Meadows #1 – Walker River Transmission Line
- 345-kV Comstock Meadows #2 – Walker River Transmission Line
- Distribution Lines
- Access Roads
- Material Yard along Blackhawk Road near Stagecoach – provided for reference only
- Easements, Affidavits, and Condemnation Filings for Private Properties

Per NV Energy's meeting with Lyon County on May 13, 2026, we understand that the Amendment will not require Planning Commission review and approval but instead will be forwarded directly to the Board of County Commissioners for a public hearing on August 6, 2026.

Should you have questions, please contact Charles Hutchinson at (303) 842-7104 or via email at charles.hutchinson2@wsp.com.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Quaglieri".

Brandi Quaglieri
Manager, Land Resources

cc: Charles Hutchinson (WSP)

**Application for Conditional Use Permit
Amendment
Lyon County, Nevada**

**Greenlink Nevada Transmission Project:
Common Tie Facilities**

June 2026

Submitted by:



6100 Neil Road
Reno, NV 89520-0024
775-834-3528

Prepared by:



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EXECUTIVE SUMMARY

Introduction

Sierra Pacific Power Company and Nevada Power Company, both doing business as NV Energy (NV Energy) seek a Conditional Use Permit (CUP) from the Lyon County Board of County Commissioners (BOCC), as required by the *Lyon County Code* (Code) to construct, operate, and maintain NV Energy's Greenlink Nevada Transmission Project: Common Tie Facilities (Project) in unincorporated Lyon County, Nevada (Lyon County or County), for Project facilities from U.S. Highway 50 north to the Storey County border. Per the Code's Title 15 – Land Use and Development Code, Chapter 320 – Land Use Tables, Section 15.320.03, the Project's proposed electric power transmission system and associated facilities are land uses that the County does not allow by right. Instead, these land uses are subject to BOCC review and approval as a conditional use because the Project's impacts on surrounding properties and associated mitigation measures need to be evaluated prior to BOCC approval. Thus, NV Energy is required to apply for a CUP and demonstrate how the Project will satisfy the criteria for approval of the CUP as outlined in the Code. Per Title 15, Chapter 13 – Expiration of Approval of Development Permit, the CUP is valid for two years if no time limit is established during the BOCC's public hearing on the Project. NV Energy requests that the BOCC set the expiration date as two years from the date of the CUP approval.

Project Overview

NV Energy proposes to construct, operate, and maintain a proposed system of new 120-kilovolt (kV), 230-kV, 345-kV, and 525-kV electric power facilities between Las Vegas and Reno, Nevada. Project facilities will include 345-kV and 525-kV transmission lines, substations, distribution lines, microwave radio and optical amplifier facilities for system communications, access roads, pulling and tensioning sites (pull sites) for wire-stringing activities during construction, and material yards and helicopter fly yards for material delivery and storage.

Project Purpose and Need

Construction of the Project is required to comply with Nevada Senate Bill 448, which requires NV Energy to amend its resource plan to include a plan for certain high-voltage transmission infrastructure construction projects to be placed into service no later than December 31, 2028. The Project is also needed to achieve the State of Nevada Renewable Portfolio Standard for renewable energy, achieve State of Nevada Greenhouse Gas Emission Standards, and facilitate access to federal-designated renewable energy zones. Additionally, the Project is needed to facilitate access to solar energy developments, increase northern Nevada transmission import capacity required to meet native electric demand and Federal Energy Regulatory Commission requests for service, and improve Nevada's overall system reliability by providing a second critical statewide transmission connection.

Scope of CUP Application

In submitting this CUP Application Amendment (Application), NV Energy is seeking BOCC approval for the following Project facilities to be situated on private land in unincorporated Lyon County from U.S. Highway 50 north to the Storey County border:

- **345-kV Mira Loma – Walker River Transmission Line.** Construction is scheduled to start in Fall 2026.

- **345-kV Comstock Meadows #1 – Walker River Transmission Line.** Construction is scheduled to start in Fall 2026.
- **345-kV Comstock Meadows #2 – Walker River Transmission Line.** Construction is scheduled to start in Fall 2026. The portion of this line's proposed route that extends from the Walker River Substation west and north to U.S. Highway 50 will remain unchanged and is the subject of Conditional Use Permit application PLZ-2026-024. The portion of this line's proposed route that extends north of U.S. Highway 50 to the Storey County border has been modified as a result of further study with affected landowners. **Appendix I** shows a map of the modified route along USA Parkway.

It is important to note that Lyon County requires title reports documenting ownership for privately owned parcels that are included in development applications for CUP approval. This requirement shapes the scope of this Application. On private land in Lyon County, NV Energy will obtain temporary easements for Project access roads, material yards/helicopter fly yards, and pull sites and permanent easements for the three 345-kV transmission lines' rights-of-way (ROWs). Prior to commencing Project construction activities on private land, NV Energy will obtain an easement for each private parcel where Project facilities are to be situated. NV Energy will provide proof of each easement to Lyon County. On parcels where easements have not yet been obtained, NV Energy will not yet commence Project construction activities.

The three proposed 345-kV transmission lines, and the associated electric power distribution lines, system communications, access roads, pull sites, and material yards/helicopter fly yards on private land in Lyon County are the subject of this Application. In Lyon County, these facilities constitute NV Energy's Common Tie facilities, which are part of the overall Greenlink Nevada Transmission Project.

Compliance with Lyon County Requirements

As demonstrated in this CUP Application, NV Energy meets the approval criteria/findings that Lyon County's BOCC must weigh to render a decision on this Application. More specifically, NV Energy's proposed use:

- Complies with the policies in the *Lyon County 2020 Master Plan* concerning utility corridors and minimizing conflicts with communities.
- Mitigates adverse impacts from nuisances, including traffic, odors, dust, and noise to be compatible with adjacent development.
- Will not generate traffic that cannot be accommodated by the existing, planned, or conditioned roadway infrastructure.
- Incorporates traffic control plans to mitigate impacts during Project construction activities.
- Incorporates measures to reduce impacts on adjacent properties.
- Complies with policies for adequate public facilities.
- Complies with performance standards for power transmission lines and power substations.

In addition to these Lyon County requirements, NV Energy will also comply with applicable state and federal rules and regulations during the Project's construction, operation, and maintenance activities.

Conclusion

In meeting the approval criteria/findings, NV Energy requests that the Lyon County BOCC approve this CUP Application for the proposed use and the Project facilities described in **Section 2.0 – Project Description**. Additionally, NV Energy is requesting that the BOCC set the CUP expiration date as two years from the date of the CUP approval.

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ACRONYMS AND ABBREVIATIONS

Application	Conditional Use Permit Application Amendment
BLM	Bureau of Land Management
BOCC	Lyon County Board of County Commissioners
Code	Lyon County Code
COM Plan	Construction, Operation, and Maintenance Plan
CUP	Conditional Use Permit
EIS	Environmental Impact Statement
ESA	Endangered Species Act of 1973
kV	kilovolt
LOS	level of service
N/A	Not Applicable
NDEP	Nevada Division of Environmental Protection
NEPA	National Environmental Policy Act of 1969
NHPA	National Historic Preservation Act of 1966
NV Energy	Sierra Pacific Power Company and Nevada Power Company, both doing business as NV Energy
OPGW	optical ground wire
POD	Plan of Development
Project	Greenlink Nevada Transmission Project: Common Tie Facilities
RMP	Resource Management Plan
ROD	Record of Decision
ROW	right-of-way
USFWS	United States Fish and Wildlife Service

CONDITIONAL USE PERMIT APPLICATION CROSS-REFERENCE TABLE

Table 1 lists the elements that are required for submittal and approval of a CUP application in Lyon County, Nevada. These elements are included in this Application, as applicable. Elements that are not applicable to or required for this Application are noted below as either Not Applicable (N/A) or Not Required. The elements listed are derived from Lyon County's *Development Application Form* and the Code, as specified. **Table 1** also lists the section or appendix and page number where NV Energy's response to each element can be found in this Application.

TABLE 1 CONDITIONAL USE PERMIT APPLICATION CROSS-REFERENCE

LYON COUNTY REFERENCE DOCUMENT AND REQUIRED INFORMATION	SECTION OR APPENDIX IN APPLICATION	PAGE NUMBER IN APPLICATION
Development Application Form		
CUP Application Fee: \$2,500	Included with CUP Application	N/A
1. Application Form – Signed and Notarized	Included with CUP Application	v-xii
2. Site Plan (full-sized)	Not Required	N/A
3. Reduced Site Plan (11"x17")	Appendix A	Appendix A
4. A. Floor Plan B. Building Elevations	Not Required Not Required	N/A N/A
5. Map (full-sized)	Not Required	N/A
6. Reduced Map (11"x17")	Not Required	N/A
7. Complete Application – digital / PDF format only	Included herein	
8. Project Description / Narrative	Section 2.0	7
9. Justification / Findings	Section 3.0	14
10. Vicinity Map	Figure 1	5
11. Title Report	Appendix D	Appendix D
12. Property Legal Description / Vesting Deed	Appendix E	Appendix E
13. Photographs (minimum set of four photos)	Appendix H	Appendix H
14. Project Approval Letter with Conditions	Not Required	N/A
15. Additional Required Documents / Information	To Be Determined	To Be Determined
16. Engineering Review Fees	Not Required	N/A
17. Not Applicable Letter	Appendix G	Appendix G
18. Complete Application PDF / Entered to SAGE	Included herein	

LYON COUNTY REFERENCE DOCUMENT AND REQUIRED INFORMATION	SECTION OR APPENDIX IN APPLICATION	PAGE NUMBER IN APPLICATION
Lyon County Code Title 15 – Land Use and Development Code, Chapter 230 – Conditional Use Permits, Section 15.230.06 – Findings		
A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations.	Section 3.2	15
B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods.	Section 3.2	15
C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure.	Section 3.2	16
D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts.	Section 3.2	17
E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties.	Section 3.2	18
F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title.	Section 3.2	18
G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.	Section 3.2	19

LYON COUNTY REFERENCE DOCUMENT AND REQUIRED INFORMATION	SECTION OR APPENDIX IN APPLICATION	PAGE NUMBER IN APPLICATION
Lyon County Code Title 15 – Land Use and Development Code, Chapter 336 – Performance Standards for Conditional Uses Section 15.336.10 – Power Transmission Lines, Subsection C – Conditional Use Permit		
1. Corridors must not conflict with any existing or planned infrastructure or utility projects.	Section 3.3.1	20
2. Proximity of the proposed corridor to any school, hospital, or urban residential area with a dwelling density greater than two (2) units per acre must be taken into consideration and setbacks conforming to the requirements of the National Electrical Safety Code established by easement.	Section 3.3.1	20
3. The proposed aboveground utility corridor is in conformance with the goals and policies of the public utilities/services component of the Lyon County comprehensive master plan.	Section 3.3.1	20

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1.0 INTRODUCTION

Sierra Pacific Power Company and Nevada Power Company, both doing business as NV Energy (NV Energy) seek a Conditional Use Permit (CUP) from the Lyon County Board of County Commissioners (BOCC), as is required by the *Lyon County Code* (Code) to construct, operate, and maintain NV Energy's Greenlink Nevada Transmission Project: Common Tie Facilities (Project) in unincorporated Lyon County, Nevada (Lyon County or County), for Project facilities from U.S. Highway 50 north to the Storey County border. Per the Code's Title 15 – Land Use and Development Code, Chapter 320 – Land Use Tables, Section 15.320.03, the Project's three proposed 345-kilovolt (kV), single-circuit, overhead electric power transmission lines and associated facilities are land uses that the County does not allow by right. Instead, these land uses are subject to BOCC review and approval as a conditional use because the Project's impacts on surrounding properties and associated mitigation measures need to be evaluated prior to BOCC approval. Thus, NV Energy is required to apply for a CUP and demonstrate how the Project will satisfy the criteria for approval of the CUP as outlined in the Code. Per Title 15, Chapter 13 – Expiration of Approval of Development Permit, the CUP is valid for two years if no time limit is established during the BOCC's public hearing on the Project. NV Energy requests that the BOCC set the expiration date as two years from the date of the CUP approval.

As demonstrated by this CUP Application Amendment (Application), the proposed Project complies with all applicable regulatory requirements in the Code. The proposed Project is compatible with adjacent land uses and is consistent with the *Lyon County 2020 Master Plan* as it minimizes conflicts with commercial and residential developments and preserves the largely undeveloped, rural character of the land in Lyon County. For these reasons, NV Energy requests that the Lyon County BOCC approve this Application and grant to NV Energy a CUP to construct, operate, and maintain the Project. As discussed in this Application, NV Energy is in the process of updating the Project's engineering design and completing private right-of-way (ROW) acquisition for the Project's facilities described in **Section 2.0 – Project Description**.

In this Application, NV Energy is providing Lyon County with the most current information available for the Project. The Project includes development on federal land that the Bureau of Land Management (BLM) administers. The BLM is the lead federal agency for the Project and has prepared an Environmental Impact Statement (EIS) / Resource Management Plan (RMP) Amendments per requirements of the National Environmental Policy Act of 1969 (NEPA). On June 14, 2024, the BLM published the Notice of Availability for the Greenlink West Transmission Project Final EIS / RMP Amendments in the Federal Register. On September 13, 2024, the BLM published the Notice of Availability for the Record of Decision (ROD) / Approved RMP Amendments for the Greenlink West Transmission Project in the Federal Register. On October 28, 2024, the BLM issued NV Energy the ROW Grant for the Project and the Short-Term ROW Grant for the Project's construction activities on federal lands, including BLM-administered land. For clarity, the Greenlink West Transmission Project includes the Common Tie facilities, which are situated in Lyon County, Storey County, and the City of Reno, Nevada. The Common Tie facilities that are situated on private land from U.S. Highway 50 north to the Storey County border in unincorporated Lyon County are the subject of this Application.

Prior to commencing Project construction activities, NV Energy will provide the BLM's Plan of Development (POD) to Lyon County. The POD will include final engineering design details as well as mitigation measures and best management practices that NV Energy will implement to avoid and/or minimize impacts to land uses and environmental resources. In Lyon County, Project construction activities for the 345-kV transmission lines are anticipated to begin in Fall 2026.

1.1 Project Overview

NV Energy proposes to construct, operate, and maintain a proposed system of new 120-kV, 230-kV, 345-kV, and 525-kV electric facilities between Las Vegas and Reno, Nevada. Project facilities will include 345-kV and 525-kV transmission lines, substations, distribution lines, microwave radio and optical amplifier facilities for system communications, access roads, pulling and tensioning sites (pull sites) for wire-stringing activities during construction, and material yards and helicopter fly yards for material delivery and storage.

Figure 1 shows the full extent of the Project between Las Vegas and Reno. In some locations along the transmission line route, site-specific conditions required that NV Energy make small adjustments to the transmission lines' alignment. These adjustments stay within the 200-foot-wide ROW analyzed in the Final EIS for the Project's 525-kV transmission line and within the 160-foot-wide ROW analyzed in the Final EIS for the Project's 345-kV transmission lines.

1.2 Project Purpose and Need

Construction of the Project is required to comply with Nevada Senate Bill 448, which requires NV Energy to amend its resource plan to include a plan for certain high-voltage transmission infrastructure construction projects to be placed into service no later than December 31, 2028. The Project is also needed to achieve the State of Nevada Renewable Portfolio Standard for renewable energy, achieve State of Nevada Greenhouse Gas Emission Standards, and facilitate access to federal-designated renewable energy zones. Additionally, the Project is needed to facilitate access to solar energy developments, increase northern Nevada transmission import capacity required to meet native electric demand and Federal Energy Regulatory Commission requests for service, and improve Nevada's overall system reliability by providing a second critical statewide transmission connection.

1.3 Scope of CUP Application

In submitting this Application, NV Energy is seeking BOCC approval for the following Project facilities to be situated on private land in unincorporated Lyon County from U.S. Highway 50 north to the Storey County border:

- **345-kV Mira Loma – Walker River Transmission Line.** Construction is scheduled to start in Fall 2026.
- **345-kV Comstock Meadows #1 – Walker River Transmission Line.** Construction is scheduled to start in Fall 2026.
- **345-kV Comstock Meadows #2 – Walker River Transmission Line.** Construction is scheduled to start in Fall 2026. The portion of this line's proposed route that extends from the Walker River Substation west and north to U.S. Highway 50 will remain unchanged and is the subject of Conditional Use Permit application PLZ-2026-024. The portion of this line's proposed route that extends north of U.S. Highway 50 to the Storey County border has been modified as a result of further study with affected landowners. **Appendix I** shows a map of the modified route along USA Parkway.

It is important to note that Lyon County requires title reports documenting ownership for privately owned parcels that are included in development applications for CUP approval. This requirement shapes the scope of this Application. On private land in Lyon County, NV Energy will obtain temporary easements for Project access roads, material yards/helicopter fly yards, and pull sites and permanent easements for the three 345-kV transmission lines' ROWs. Prior to commencing Project construction activities on private land, NV Energy will obtain an easement for each private parcel where Project facilities are to be situated. NV Energy

will provide proof of each easement to Lyon County. On parcels where easements have not yet been obtained, NV Energy will not yet commence Project construction activities.

The three proposed 345-kV transmission lines and the associated electric power distribution lines, system communications, access roads and pull sites on private land in Lyon County, from U.S. Highway 50 north to the Storey County border, are the subject of this Application. In Lyon County, these facilities constitute NV Energy’s Common Tie facilities, which are part of the overall Greenlink Nevada Transmission Project.

1.4 Land Jurisdiction

The BLM’s Agency Preferred Alternative includes the 345-kV and 525-kV transmission line alignments and associated infrastructure. The 345-kV alignments begin at the proposed Walker River Substation in Lyon County with two lines extending to the existing Comstock Meadows Substation in Storey County and the third line extending to the existing Mira Loma Substation in the City of Reno. The 525-kV alignments include one line extending between the existing Harry Allen and Northwest substations in the Las Vegas area, and an additional line extending between Northwest Substation in the City of Las Vegas and the proposed Walker River Substation in Lyon County. The proposed Walker River Substation is in construction and was the subject of an earlier CUP application, which the Lyon County BOCC approved in December 2023.

Table 2 presents a breakdown of the land jurisdictions that each of the Agency Preferred Alternative’s 345-kV and 525-kV transmission lines cross Project-wide.

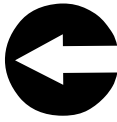
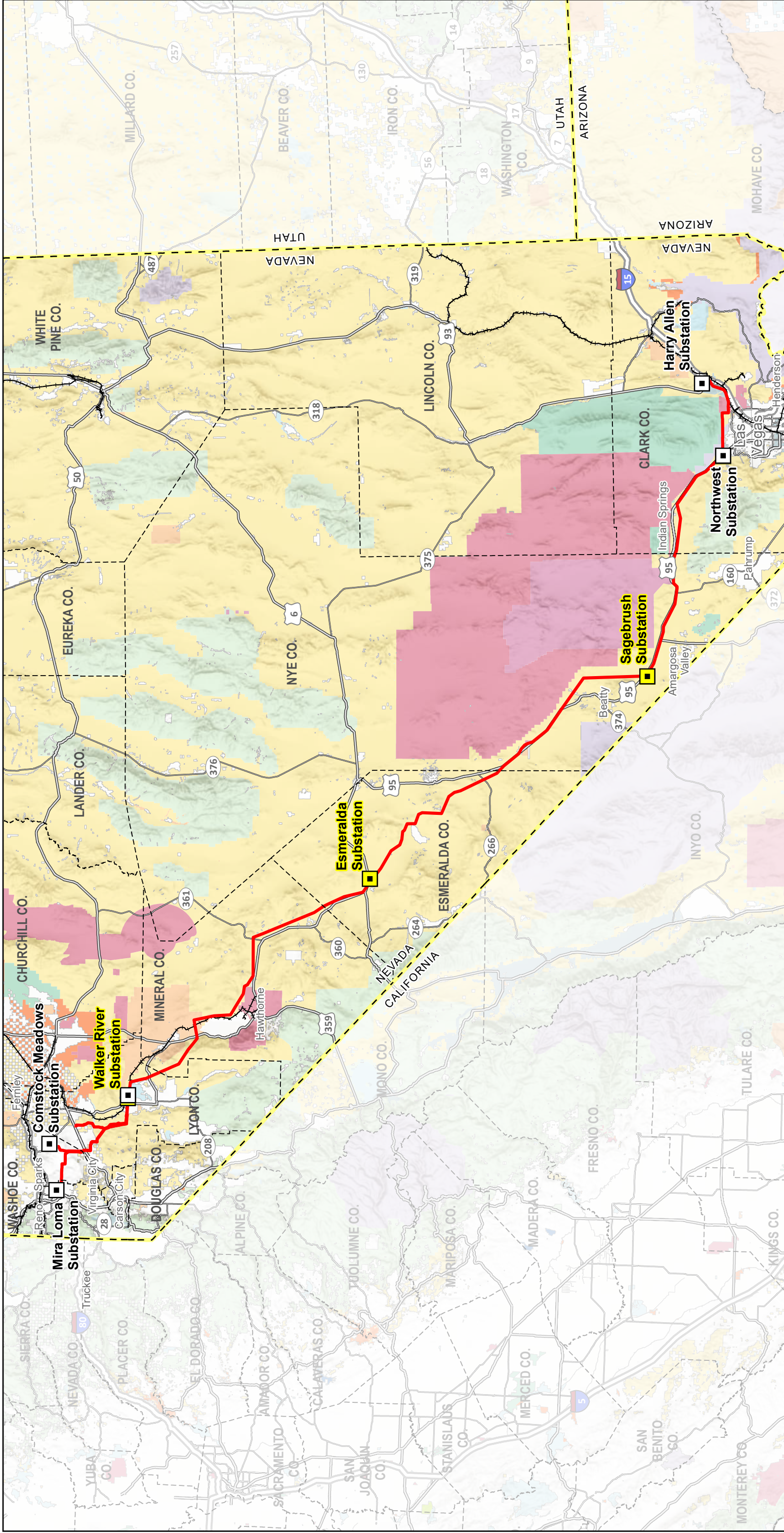
TABLE 2 PROJECT TRANSMISSION LINES – LAND JURISDICTIONS CROSSED

PROJECT TRANSMISSION LINE	LAND JURISDICTION (MILES CROSSED)				
	FEDERAL	STATE	TRIBAL	LOCAL	PRIVATE
525-kV Transmission Line	336.8	2.0	21.6	2.0	1.3
345-kV Transmission Lines	62.4	0.0	0.0	0.0	67.6
TOTAL MILES	399.2	2.0	21.6	2.0	68.9

In unincorporated Lyon County on private and BLM-administered land, the mileages for the proposed transmission lines from U.S. Highway 50 north to the Storey County border are presented below:

- 345-kV Mira Loma – Walker River Transmission Line: 0.97 miles on BLM-administered land (0.02 mile on private land).
- 345-kV Comstock Meadows #1 – Walker River Transmission Line: 1.1 miles on BLM-administered land (0.04 mile on private land).
- 345-kV Comstock Meadows #2 – Walker River Transmission Line: 0 miles on BLM-administered land (7.9 miles on private land).

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Project Features

-  Existing Substation
 Proposed Substation
 Agency Proposed Alternative - GLW Transmission Line Route

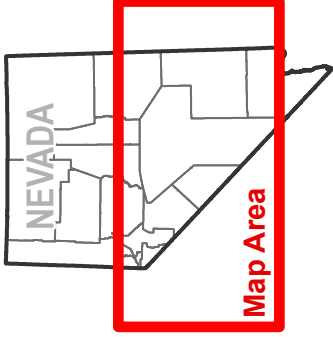
Land Jurisdiction

- Bureau of Land Management
- U.S. Forest Service
- National Park Service
- Bureau of Reclamation
- U.S. Fish and Wildlife Service
- U.S. Army Corps of Engineers
- U.S. Department of Defense

- U.S. Department of Energy
- Tribal Land
- Other Federal Land
- State Land
- Local Land
- Private or Unknown

Reference Features

-  State Line
 County Line
 Interstate Highway
 US Highway
 State Route
 Railroad



Greenlink West Transmission Project

**Figure 1:
Project Area Map**



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2.0 PROJECT DESCRIPTION

This section describes the temporary and permanent Project facilities that NV Energy proposes on private land in Lyon County, from U.S. Highway 50 north to the Storey County border. Temporary facilities will be required for the Project's short-term construction activities. Permanent facilities will be required for the Project's long-term operation and maintenance activities. NV Energy proposes to construct, operate, and maintain a new aboveground electric power transmission system including the following temporary and permanent facilities:

- Temporary Facilities
 - Transmission Structure Work Areas
 - Distribution Structure Work Areas
 - Guard Structure Work Areas
 - Pull Sites
 - Access Roads
 - Material Yard
- Permanent Facilities
 - Three 345-kV transmission lines
 - 345-kV Mira Loma-Walker River Transmission Line
 - 345-kV Comstock Meadows #1 – Walker River Transmission Line
 - 345-kV Comstock Meadows #2 – Walker River Transmission Line
 - Electric power distribution lines to support the proposed telecommunications facilities
 - Access Roads

Each of these types of facilities is described below.

Appendix A – Project Detail Maps shows the routes in more detail. For clarity, the proposed 345-kV Mira Loma – Walker River Transmission Line and the proposed 345-kV Comstock Meadows #1 – Walker River Transmission Line parallel each other from the proposed Walker River Substation, currently in construction, to the Lyon County-Storey County border. The proposed 345-kV Comstock Meadows #2 – Walker River Transmission Line diverges from the other two proposed transmission lines at Wabuska Road. **Appendix A** does not show individual transmission and distribution line structures, guard structures, pull sites, access roads, helicopter yard, and plant nurseries as these facilities' locations have not been finalized. A Temporary Use Permit has been received from Lyon County for a material yard located along Blackhawk Road in Stagecoach (see **Section 2.1.6** for more information). Prior to Project construction activities, NV Energy will provide the County with engineering design details and locations for these facilities as part of the BLM-approved POD and Construction, Operation, and Maintenance (COM) Plan.

2.1 Temporary Project Facilities/Components on Private Land

2.1.1 Transmission Structure Work Areas

In order to accommodate construction equipment and activities, temporary work areas will be needed for each transmission structure and will be sized based on the type of structure, which includes tangent, angle, and dead-end structures. Tangent structures generally follow a straight line. Angle and dead-end structures are situated in locations where the line's angle turns. The base diameters of these structures are larger than tangent structures because they have to support the tension of the transmission line pulling in different directions. For the proposed 345-kV transmission lines, work areas for each tangent structure will measure 160 feet by 250 feet, approximately 0.9 acre, and work areas for each angle/dead-end structure will measure 160 feet by 400 feet, approximately 1.5 acres.

In addition to the transmission structure work areas, NV Energy will require a 440-foot-wide construction corridor (1,040 feet wide in areas with steep terrain) for the proposed 345-kV transmission lines. For the Project, NV Energy defines steep terrain to include locations with a slope greater than 15%.

Appendix B, Figure B1 shows the typical ROW configuration and structure work areas for the 345-kV transmission lines.

2.1.2 Distribution Structure Work Areas

Temporary work areas will be needed to accommodate construction equipment and activities in locations where new or rebuilt distribution line facilities are needed. Work areas for each distribution pole will measure 100 feet by 100 feet, approximately 0.2 acre.

New and rebuilt distribution lines will require a 100-foot-wide construction corridor.

Appendix B, Figure B2 shows the typical ROW configuration and structure work areas for the distribution lines.

2.1.3 Guard Structure Work Areas

Temporary guard structures will be erected at road, railroad, and electric line crossings to protect these features during wire-pulling construction activities in the event that the wire falls. For the proposed 345-kV transmission lines, guard structure work areas will measure 160 feet by 100 feet, approximately 0.4 acre, centered over the road/railroad/electric line crossing. Work areas are sized to accommodate two guard structures, one on either side of the feature being crossed.

Appendix B, Figures B3 and B4 show typical guard structures that may be installed for the Project.

At crossings of roads with low traffic volumes, the construction contractor may elect to use flaggers in lieu of guard structures.

2.1.4 Pull Sites

Pull sites will be necessary for installation of the conductor, shield wire, and optical ground wire (OPGW). Work areas for mid-span pull sites will measure 160 feet by 600 feet, approximately 2.2 acres, for the proposed 345-kV transmission lines. Pull sites at points of intersection with angles greater than 15 degrees will require a 700-foot radial work area centered on the structure. Pull sites are generally assumed

between structures based on an approximate conductor reel length of 9,000 feet and at angle structures of greater than 15 degrees. Pull sites are also assumed at highway crossings.

2.1.5 Access Roads

A combination of existing and new access roads will be needed for Project construction and operation as described below. Following construction, new and improved access roads will be maintained as permanent.

Appendix B, Figures B5 through B8 show typical access road designs on varying slopes.

Existing Access Roads

Access for Project construction will be achieved primarily via existing roads. In some cases, existing improved and unimproved dirt roads will require widening or other improvements to accommodate construction equipment. Three types of existing access roads will be used for access as described below. Access roads and proposed improvements will be presented in the Project's COM Plan after the roads have been field-verified.

- **Paved roads:** Paved roads are expected to be accessible under any conditions by all construction equipment and are not expected to require either maintenance or improvement.
- **Unpaved (dirt/gravel) roads that do not require improvements:** These roads are graded roads, some segment of which may be graveled, that are used relatively frequently and should be accessible during most weather conditions. These roads will not need improvement for construction access, but they will be maintained as required, typically with light grading, to keep the road in acceptable condition for both construction use and for other uses. Such maintenance activity will not increase the currently existing profile of the road nor increase surface disturbance.
- **Unpaved roads that may require improvements:** These include minimally improved and unimproved dirt roads and two-track roads that will need improvements to safely accommodate construction equipment.

Normal running width on the access roads requiring improvement will be approximately 25 feet. A 100-foot-wide environmental survey corridor will be established for all roads requiring improvement. Improvements that may be required on these roads include vegetation removal, curve widening, roadbed widening, surface improvement by blading and pushing rocks to either side, surfacing with select material, and installation of natural drainage crossings, water bars, and other erosion protection measures.

In addition, a 75-foot-wide turning radius will be added at roadway intersections and turnout locations as necessary to accommodate oversized equipment and vehicles. Turn radius locations have not yet been identified. These locations will be identified in the COM Plan after the roads have been field-verified.

New Access Roads

NV Energy will construct new access roads from existing access roads and/or between adjacent structure sites to access structure sites for the proposed transmission lines in areas of flat terrain and low vegetation. Construction access between structure sites will utilize the maintenance roads described below. The new access roads will be graded to accommodate all equipment necessary, including tracked

and rubber-tired vehicles, that will be used to construct the structure foundations, install structures, and conduct stringing activities.

In areas where vegetation removal is necessary, vegetation will be trimmed by hydro-axing, a lawnmower-type machine, to about 3.0 to 6.0 inches above grade, leaving the stems and root systems intact to allow for regrowth. In the event roads become impassible, it may become necessary to bring in fill or gravel. The new access roads will have an average width of 25 feet in most areas. Most construction work will be conducted in the 440-foot-wide construction corridor, or the 1,040-foot-wide corridor in areas with steep terrain.

A 75-foot-wide turning radius at road intersections and turnouts will also be needed for new access roads. Turn radius locations have not yet been identified. These locations will be identified in the COM Plan after the roads have been field-verified.

Maintenance Roads

In addition to access roads to the new ROW, maintenance roads will also be required for operation, maintenance, and patrol activities. As previously noted, these roads will also provide access between adjacent structure sites during construction. The maintenance roads will generally traverse the inside edge of the permanent ROW along the entire length of the transmission lines. The maintenance roads will have an average width of 25 feet in most areas. Maintenance roads are discussed in more detail in the COM Plan.

Overland Travel

During construction, overland travel will be used where necessary in the temporary and permanent ROWs. Overland travel is a “drive and crush” method, where access routes are utilized without vegetation clearing or exposing underlying soils. During operation and maintenance activities, any overland travel would be limited to the permanent transmission lines’ and distribution lines’ ROWs. Specific overland travel routes have not yet been identified.

2.1.6 Material Yard

A material yard has been identified at 7385 Blackhawk Road, located just south of U.S. Highway 50, approximately four miles southwest of the community of Stagecoach. The material yard will cover approximately 78 acres and will be used for equipment delivery and storage for NV Energy’s Greenlink West Transmission Project: Common Tie Facilities. The construction contractor, MasTec/T&D Power, has received a Temporary Use Permit for utilization of the material yard and will abide by all conditions of the approved permit. In addition, MasTec/T&D Power is coordinating with Lyon County to execute a Road Maintenance and Traffic Management Agreement for use of Blackhawk Road for access to the material yard. This material yard is being included in this Application for reference only. The material yard’s location is shown in **Appendix A – Project Detail Maps**.

2.2 Permanent Project Facilities/Components on Private Land

2.2.1 Transmission Lines

Transmission Line Routes

The transmission lines' routes that are the subject of this Application begin at U.S. Highway 50 and extend north to the Storey County border. The mileages for the transmission line routes in this area are provided above. Each 345-kV transmission line's ROW will be 160 feet wide.

Appendix B, Figure B1 shows the 345-kV transmission lines' typical ROW configuration.

Transmission Structure Foundations

The permanent disturbance associated with the installed 345-kV transmission line structures will be a function of the structure location. Permanent structure pads will measure 100 feet by 100 feet, approximately 0.2 acre.

Transmission Structure Details and Line Equipment

345-kV Comstock Meadows #1 – Walker River Transmission Line

The 345-kV Comstock Meadows #1 – Walker River Transmission Line is anticipated to include the placement of tangent structures and dead-end and angle structures. Tangent 345-kV structures will consist of steel pole H-Frame or steel monopole structures and range between 75 feet and 180 feet tall. Dead-end and angle structures will consist of steel three-pole or steel monopole structures and range between 75 feet and 180 feet tall. **Appendix C, Figures C1 through C5** include typical drawings of the 345-kV transmission structures to be installed.

The 345-kV transmission line conductor will consist of three phases per circuit, two conductors per phase. The transmission line will also include one extra high strength steel shield wire and one OPGW fiber optic shield wire for control and operation of the transmission system. The average distance between structures will be approximately 1,200 feet. The minimum ground clearance for the 345-kV transmission line will be approximately 28 feet. All of the transmission structures will be electrically grounded through use of ground rods. The line will meet or exceed the requirements of the National Electrical Safety Code.

345-kV Comstock Meadows #2 – Walker River Transmission Line

The 345-kV Comstock Meadows #2 – Walker River Transmission Line is anticipated to include the placement of tangent structures and dead-end and angle structures configured similar to the 345-kV Comstock Meadows #1 – Walker River Transmission Line.

345-kV Mira Loma – Walker River Transmission Line

The 345-kV Mira Loma – Walker River Transmission Line is anticipated to include the placement of approximately tangent structures and dead-end and angle structures configured similar to the 345-kV Comstock Meadows #1 – Walker River Transmission Line.

2.2.2 Distribution Lines

The proposed telecommunications facilities will require electric distribution service to power control equipment and lighting, run temperature controls, and charge emergency backup batteries. Studies are currently underway to determine if existing distribution lines can accommodate the anticipated load requirements or if new or rebuilt distribution lines will be required. The distribution line's ROW will be 50 feet wide. **Appendix B, Figure B2** shows the distribution line's typical ROW configuration. Permanent structure pads for distribution poles will typically measure 50 feet by 50 feet, less than 0.1 acre.

Distribution Structure Details and Line Equipment

Distribution lines will be energized at 12-kV or 25-kV. Structures may consist of wood or steel pole monopoles and range between 45 feet and 50 feet tall. Dead-end and angle structures may also require guy wires and anchors. **Appendix C, Figure C6** shows a typical drawing of a distribution pole to be installed.

The distribution lines will consist of three phases per circuit, one conductor per phase. The distribution lines may also include fiber optic cable installed below the energized conductor for operation and control of the transmission system. The typical distance between structures will be approximately 230 feet. The minimum ground clearance for the distribution lines will be approximately 22 feet. The lines will meet or exceed National Electrical Safety Code requirements.

The Project's distribution line facilities will be categorized as follows:

- **Existing:** Existing distribution lines that can accommodate the anticipated additional load requirements of the Project facility without modification.
- **Reconductor:** Existing distribution lines that will require installation of a new conductor to accommodate the anticipated load requirements of the Project facility, but no ground disturbance is required.
- **Rebuild:** Existing distribution line that will require installation or replacement of distribution poles to accommodate the anticipated load requirements of the Project facility.
- **New:** Installation of a new distribution line from the Project facility to an existing distribution line or substation.

2.2.3 Access Roads

Access roads are essential for construction, operation, and maintenance of the Project. Large foundation auger equipment, heavily loaded trucks, cranes, and specialized line construction equipment will be required for construction, maintenance, and emergency activities. Existing roads, existing roads that require improvement, new roads, and temporary roads will be needed for the Project. To the extent possible, existing roads will be used in their present conditions without improvement. In areas where improvements will be required, the roads will be graded to provide a smooth all-weather travel surface.

All Project access roads will meet NV Energy's construction road standards, which include the use of a minimum travel surface width of 25 feet depending on the radius of curves to facilitate safe movement of equipment and vehicles. Before starting construction, NV Energy's construction contractor will coordinate with the Lyon County Road Division to execute a Road Maintenance and Traffic Management

Agreement, obtain necessary road use/access permits, and document pre-construction road conditions. They will also restore County roads to their original condition after construction, to the extent practicable.

NV Energy will coordinate access road locations with applicable land management agencies and private landowners. Use of access roads will be subject to land management agency and/or landowner-approved requirements/agreements.

3.0 LYON COUNTY CONDITIONAL USE PERMIT APPLICATION REVIEW AND APPROVAL PROCESS

This section describes Lyon County's process for reviewing CUP applications and the Code requirements/findings that have to be met for BOCC approval of this Application.

3.1 Lyon County Review Process

3.1.1 Determination of Completeness

Per Section 15.03.02 of the Code, the Director of the Lyon County Community Development Department is responsible for determining whether an application is complete. Within three working days after an application has been submitted and received by the Community Development Department, the Director must determine whether the application is complete. If it is determined that the application is not complete, written notice must be forwarded to the applicant describing the additional information required. The Director shall take no further action on the application until the deficiencies are resolved. If the Director fails to make a determination of completeness within three working days without the written concurrence of the applicant, the application is deemed complete, provided that applicable fees and taxes are paid. A determination of completeness does not constitute a determination of compliance with the requirements of the Land Use and Development Code or approval of the proposed development.

3.1.2 Application Review and Public Hearing Process

Per Section 15.03.04 of the Code, the applicant must pay the applicable fees and taxes within five business days of the determination of completeness. The time needed for reviewing the application begins on the date that the application is deemed complete and applicable fees and taxes are paid. The Director shall file the application, review it, forward it for review to any agency, advisory body designated by the Land Use and Development Code or Nevada Revised Statutes, and prepare a report for the Lyon County Planning Commission recommending approval, denial, or continuance for redesign or modification. A public hearing will be scheduled by the Director. Per Lyon County's Community Development Department, this Application Amendment will not require Planning Commission review nor Planning Commission public hearing but will be transmitted to the BOCC for a public hearing on August 6, 2026.

The BOCC may approve, conditionally approve, deny, or continue the application for further review. Within five working days following the BOCC public hearing, written notification of the BOCC's decision will be mailed to NV Energy.

3.2 Lyon County Requirements/Findings

Per Section 15.230.06 of the Code, to approve a CUP application, the Planning Commission and BOCC must find that the application satisfies the following seven requirements as listed as Subsections (A) through (G). NV Energy has provided a response to each of these requirements based on the Project facilities described above and mitigation measures and best management practices that NV Energy will implement during Project construction, operation, and maintenance activities.

- A. The proposed use at the specified location is consistent with the policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations.**

NV Energy Response:

In Lyon County's 2020 Master Plan, **Goal FS 5 – Utility Corridors** seeks to locate utility corridors to protect natural, cultural, and visual resources, and minimize conflicts with communities (Lyon County 2020a). Through the NEPA process, the BLM has analyzed the Project's impacts on a range of land uses and natural, cultural, and visual resources, as well as on social factors including socioeconomics and impacts on low-income and minority populations. The BLM's impact analyses for these resources and the selection of the Agency Preferred Alternative helps protect these resources and minimizes conflicts with communities. In this way, the Agency Preferred Alternative's location will be consistent with and help Lyon County achieve Goal FS 5.

On private land in Lyon County, the Agency Preferred Alternative does not cross developed communities. Instead, the proposed 345-kV transmission lines' routes cross undeveloped land, for which NV Energy is in the process of acquiring easements to construct each line. These private lands are designated for industrial, open space, public lands, and resource uses in and around the Mark Twain, Silver Springs, and Stagecoach areas. Construction, operation, and maintenance of the Project's facilities will have minimal impacts in these areas and on surrounding land uses. In this way, the Agency Preferred Alternative will also help Lyon County implement **Policy FS 5.3** to minimize utility corridor conflicts with residential and commercial developments and provide appropriate separation between these land uses and the Project's proposed facilities.

In these ways, NV Energy will satisfy this requirement.

- B. The proposed use is compatible with the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods.**

NV Energy Response:

The Project's proposed 345-kV transmission lines and associated facilities will be situated, to the extent practicable, in designated utility corridors adjacent to similar facilities. More specifically, where the Mira Loma – Walker River and Comstock Meadows #1 – Walker River transmission lines cross federal land, these lines will generally parallel the ROW of other electric power transmission lines. Where the Project's transmission lines will be aligned on private land in Lyon County, the lines will be situated in the industrial, open space, public lands, and resource areas mentioned above. The proposed transmission lines will not cross developed communities. In this way, the Project's transmission lines will avoid impacts on neighborhoods.

NV Energy will minimize Project-related adverse impacts, such as traffic, noise, odors, and visual nuisances as well as other nuisances such as dust, glare, and vibration. During Project construction activities, construction vehicles traveling to and from construction sites will generate fugitive dust and noise along access roads. Water trucks will be used to spray access roads and construction entrances and exits to reduce the amount of fugitive dust generated. Additionally, structure work areas and temporary work areas will be reclaimed as soon as feasible to reduce the amount of fugitive dust generated. Vapors, exhaust smoke, and noise from construction equipment and vehicles will be present in the areas immediately surrounding the construction sites. NV Energy and its construction contractor(s) will ensure that construction vehicles are kept in good working condition with appropriate devices installed to limit the amount of noise generated. The transmission line's conductors will feature a non-specular finish to reduce the potential for glare. The use of augers and vibration caissons may be used to place transmission structures' foundations into the ground. The locations where these vibrations may be felt will vary based on active construction areas.

During the Project's operation, the Project's transmission lines may produce audible noise from corona. Corona is the electrical ionization of the air that occurs near the surface of the energized conductor due to very high electric field strength resulting in a hissing or crackling sound. The amount of corona produced by a transmission line is a function of the voltage of the line, the diameter of the conductors, the locations of the conductors in relation to each other, the elevation of the line above sea level, the condition of the conductors and hardware, and local weather conditions. Irregularities such as nicks and scrapes on the conductor surface or sharp edges on suspension hardware concentrate the electric field at these locations and increase the electric field gradient and the resulting corona at these spots. Raindrops, snow, fog, and condensation accumulated on the conductor surface are also sources of surface irregularities that can increase corona. Audible noise levels associated with the Project's transmission lines are anticipated to be barely audible at the edge of the transmission lines' ROWs during dry weather periods but may increase during wet weather to a low humming sound roughly comparable to the sound of a refrigerator. No other nuisances associated with the Project are anticipated during Project operation.

During the Project's routine maintenance or emergency repair activities, maintenance vehicles traveling to and from particular structures will likely generate a negligible amount of traffic, fugitive dust, and noise relative to existing conditions.

In these ways, NV Energy will satisfy this requirement.

C. The proposed use will not generate vehicular traffic which cannot be accommodated by the existing, planned or conditioned roadway infrastructure.

NV Energy Response:

In Lyon County, Project-related vehicular traffic will occur on public roads as a result of construction, operation, and maintenance activities. Estimated construction traffic will be approximately 20 to 30 vehicles per day, at the peak of Project construction activities. Minimal impacts to existing traffic volumes on County roads are anticipated. NV Energy will work with the Lyon County Road Division, landowners, and the Nevada Department of Transportation to determine appropriate access points to construction areas. All mobile construction equipment will be certified to operate on Interstate highways.

During Project construction activities, construction vehicles and passenger crew vehicles will not reduce the Level of Service (LOS) along County roads below LOS D. LOS is a qualitative

measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measures including vehicle speed, roadway design and capacity, and traffic congestion. LOS are categorized A through F, with LOS A representing free-flow traffic conditions and LOS F representing a breakdown in the traffic system where frequent slowing or stopping is required. LOS D represents high traffic density, but stable traffic flow conditions. LOS D is the target LOS for County roads and intersections in Lyon County (Lyon County 2020b).

During the Project's normal operation, no impacts to existing traffic volumes on County roads are anticipated.

During the Project's routine maintenance or emergency repair activities, maintenance vehicles traveling to and from particular structures will likely generate a negligible amount of traffic.

In these ways, the Project's construction, operation, and maintenance activities are not expected to generate traffic volumes that the local road network's existing, planned or conditioned roadway infrastructure cannot accommodate.

D. The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to mitigate the development impacts.

NV Energy Response:

During the Project's construction, operation, and maintenance activities, NV Energy will require surface access to all Project structures and work areas in Lyon County. Existing public roads and highways will provide primary access for personnel, materials, and equipment to Project access roads that will provide access to Project work areas. All vehicle movement outside of the Project's ROW will be restricted to predesignated access, contractor-acquired access, public roads, or overland travel approved in advance by the applicable land management agency, unless authorized by the Project's Compliance Inspection Contractor.

As described above in **Section 2.1.5**, NV Energy will utilize a combination of access roads for the Project. Where necessary, NV Energy will improve existing roads to meet NV Energy's standards and allow for the safe movement of construction vehicles. NV Energy will build new access roads only as necessary to access structure sites lacking direct access from existing roads, and new roads will be routed to minimize adverse impacts, to the extent practicable, on existing land uses. NV Energy's *Traffic and Transportation Management Plan* contains detailed road design information and measures that will be implemented to minimize adverse impacts from construction of new access roads. This Plan will be provided as part of the Project's POD.

Prior to beginning construction, NV Energy's construction contractor(s) will coordinate with the Lyon County Road Division to obtain applicable required permits for County Road ROW access, utilities installation, and oversized/overweight vehicle movement. Additionally, before using County roads, the construction contractor(s) will document pre-construction road conditions and will return existing roads to pre-construction conditions, to the extent practicable.

In locations where the Project's transmission lines and distribution lines include aerial crossings of County roads with the lines' conductors, NV Energy will implement a traffic control plan to ensure the safety of the traveling public during construction activities at these locations. During wire-stringing activities across County roads, lane closures and/or detours might be necessary. These temporary modifications to the existing transportation network may cause minor delays for

local traffic. Minor delays may also occur as construction vehicles travel to and from construction work areas. However, when construction is complete, traffic patterns and volumes will be expected to return to pre-construction conditions. No impacts to the County's local road network are anticipated during the Project's operation. During the Project's routine maintenance or emergency repair activities, maintenance vehicles traveling to and from particular structures will likely generate a negligible amount of traffic.

In these ways, NV Energy will help avoid and/or minimize disruptions to existing traffic volumes and the local road network in Lyon County and thereby mitigate the Project's impacts.

E. The proposed use incorporates features to address adverse effects, including visual impacts and noise, of the proposed conditional use on adjacent properties.

NV Energy Response:

Please refer to the response for (B) above discussing the measures that NV Energy will implement to mitigate nuisances, including noise and visual impacts, associated with the Project's construction, operation, and maintenance activities. The BLM's POD provides more information on the specific mitigation measures that NV Energy will implement. NV Energy will provide the POD to Lyon County prior to commencing construction activities in the County.

In these ways, NV Energy will satisfy this requirement.

F. The proposed conditional use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed conditional use and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies of this title.

NV Energy Response:

The proposed conditional use complies with the additional standards included in the Code and in Title 15 – Land Use and Development Code. More specifically, NV Energy's compliance with the performance standards for power transmission lines is discussed below in **Section 3.3.1**. The Project also complies with the *2020 Master Plan's* Public Facilities and Services element. The Project complies with the policies adopted to achieve Goal FS 5 – Utility Corridors, notably Policy FS 5.3 as mentioned above in the response to (A).

Concerning adequate public facilities, including schools, libraries, and community centers; government offices; police, fire, and rescue facilities; hospitals; and airports, the Project will not unduly or unreasonably impact these facilities during short-term construction activities, nor will it require these facilities during long-term operation and maintenance activities.

Additionally, the Project will not require long-term municipal utilities such as water, wastewater, and solid waste management. During Project construction activities, water that is required to produce concrete for transmission structure foundations and for use to control dust along access roads and at construction work areas will be acquired from existing municipal or commercial sources, or other entities holding valid water rights. No new water rights are anticipated to be required for the Project. Wastewater and solid waste will be managed per local, state, and federal regulations. These wastes will be managed on-site at construction offices/trailers and at construction work areas and will be disposed of at licensed facilities approved to accept such wastes.

In these ways, NV Energy will satisfy this requirement.

G. The proposed conditional use will not be materially detrimental to the public health, safety and welfare, and will not result in material damage or prejudice to other properties in the vicinity.

NV Energy Response:

Once in service, the Project will strengthen the regional electric transmission system in western Nevada, thereby improving electric service reliability. This enhanced reliability and resilience of the electrical grid will allow the system to withstand changing conditions including population growth and will ensure that critical facilities including hospitals, community centers, and police, fire, and rescue facilities have adequate electric service to operate and respond to emergencies. In this way, the Project will not be materially detrimental to the public's health, safety, and welfare. Instead, by minimizing electric service disruptions and improving reliability, the Project will help protect the health, safety, and welfare of Lyon County's current and future residents.

During Project construction activities, the mitigation measures and best management practices that NV Energy will implement will not cause material damages or prejudice to other properties near the Project.

In these ways, NV Energy will satisfy this requirement.

3.3 Lyon County Development Standards

Title 15, Chapter 330 of the Code presents development standards that are applicable to all zoning districts in Lyon County. In situations where the development standards may not apply to a particular land use, the Code provides alternative equivalent compliance measures that applicants can implement to receive land use approval of a proposed use. The alternative equivalent compliance measures allow applicants to use alternative designs to meet or exceed the intent of the standards without strictly following the standards.

NV Energy reviewed Section 15.330.03, which lists the development standards that are applicable to all zoning districts in Lyon County. None of the development standards are applicable to the Project's proposed land uses. NV Energy then reviewed Section 15.330.04, which lists the alternative equivalent compliance measures, and by reference Chapters 335 and 336. Chapter 335 presents performance-based standards, none of which apply to the Project's proposed land uses. Chapter 336 presents performance-based standards for conditional uses, including power transmission lines and power substations. These standards apply to the Project's facilities. The approval criteria to meet these standards are addressed below.

3.3.1 Performance Standards for Power Transmission Lines

Per Section 15.336.10, the performance standards for power transmission lines include three criteria that applicants must satisfy for approval of a CUP. NV Energy has provided a response to each of these criteria below.

1. Corridors must not conflict with any existing or planned infrastructure or utility projects.

NV Energy Response:

The Project's proposed 345-kV transmission line routes are situated in a BLM-designated utility corridor to the extent practicable to avoid conflicts with other existing or planned infrastructure or utility projects on private land in Lyon County.

In utilizing the BLM's designated utility corridor and situating the routes away from developed communities, the Project's proposed facilities would not be expected to conflict with existing or planned infrastructure or utility projects. NV Energy will continue to coordinate Project details with Lyon County officials to avoid and/or minimize the Project's impact on private land in the County.

- 2. Proximity of the proposed corridor to any school, hospital, or urban residential area with a dwelling density greater than two (2) units per acre must be taken into consideration and setbacks conforming to the requirements of the National Electrical Safety Code (NESC) established by easement.**

NV Energy Response:

On private land in Lyon County, the Agency Preferred Alternative does not cross developed communities where schools, hospitals, or urban residential areas that have dwelling densities greater than two units per acre are situated. No Project-related land use impacts to schools, hospitals, or urban residential areas are anticipated.

- 3. The proposed aboveground utility corridor is in conformance with the goals and policies of the public utilities/services component of the Lyon County comprehensive master plan.**

NV Energy Response:

As noted above in the responses to (A) and (1), the Project is in compliance with Goal FS 5 – Utility Corridors and particularly Policy FS 5.3 as presented in the County's *2020 Master Plan*.

3.4 Summary of Conformance with Lyon County Code

As demonstrated in this CUP Application, NV Energy meets the approval criteria/findings that Lyon County's Planning Commission and BOCC must weigh to provide a recommendation and decision, respectively, on this CUP Application. More specifically, NV Energy's proposed use:

- Complies with the policies in the *Lyon County 2020 Master Plan* concerning utility corridors and minimizing conflicts with communities.
- Mitigates adverse impacts from nuisances, including traffic, odors, dust, and noise to be compatible with adjacent development.
- Will not generate traffic that cannot be accommodated by the existing, planned or conditioned roadway infrastructure.
- Incorporates traffic control plans to mitigate impacts during Project construction activities.
- Incorporates measures to reduce impacts on adjacent properties.
- Complies with policies for adequate public facilities.
- Complies with performance standards for power transmission lines and power substations.

In addition to these Lyon County requirements, NV Energy will also comply with applicable state and federal rules and regulations during the Project's construction, operation, and maintenance activities.

3.5 Lyon County Non-CUP Permits and Approvals

After Lyon County issues the CUP, NV Energy's construction contractor(s) will apply for construction-related permits, which may include drainage, grading, excavation, and road access permits. Site development plans will include drainage, grading, and excavation details, as applicable. Road access permits from Lyon County's Road Division will be required for new access roads that connect to County roads.

4.0 OTHER FEDERAL AND STATE PERMITS AND APPROVALS

4.1 Federal Permits and Approvals

4.1.1 Right-of-Way Grant and Environmental Impact Statement

NV Energy with stakeholder involvement, including participation from state and federal regulators, local government agencies, private and public energy providers, independent developers, consumer advocates, renewable energy groups, environmental groups, and elected officials, has pursued permitting the Project.

The BLM is the lead federal agency for the NEPA process for the Project. The Draft EIS was announced in the Federal Register on May 26, 2023. The Final EIS was released on June 14, 2024, and the BLM issued the ROD on September 9, 2024. The Notice of Availability for the ROD was published in the Federal Register on September 13, 2024. The BLM also granted the Project's ROW across BLM-administered lands on October 28, 2024.

Private Land

On private land, federal agencies have the authority to enforce the Project's Construction POD provisions specific to the National Historic Preservation Act of 1966 (NHPA) and the Endangered Species Act of 1973 (ESA). Federal agencies have an obligation and authority to enforce the requirements of the NHPA and the ESA to protect important historic properties and threatened and endangered species. The federal land management agencies' responsibilities on private land will include inspecting and monitoring pre-construction and construction activities for compliance with the NHPA and ESA, documenting Project disturbance on all public lands analyzed in the EIS, documenting Construction POD compliance, and enforcing requirements related to federal land management agencies' responsibilities per the NHPA and the ESA.

4.1.2 Other Authorities and Policies

The analysis conducted during the NEPA process also supports the analysis needed for compliance with the requirements of other federal laws and to inform and support other agency actions. These include:

- Section 7 of the ESA – Consultation requirements with the United States Fish and Wildlife Service (USFWS)
- Fish and Wildlife Coordination Act – Consultation with the USFWS
- Migratory Bird Treaty Act – Compliance and consultation with the USFWS
- Bald and Golden Eagle Protection Act – Compliance and consultation with the USFWS
- Clean Water Act – Section 402 General Permit, Water Quality Certification, Section 404 permit
- NHPA – Section 106 consultation
- Federal Aviation Act – consultation with Federal Aviation Administration

4.2 State of Nevada Permits and Approvals

NV Energy will also obtain the following permits/approvals/authorizations from State of Nevada regulatory agencies to construct, operate, and maintain the Project's facilities:

- Utility Environmental Protection Act Permit to Construct – Public Utilities Commission of Nevada
- Construction Stormwater General Permit – Nevada Division of Environmental Protection (NDEP)
- Clean Water Act Section 401 and 402 authorizations – NDEP
- Surface Area Disturbance Permit – NDEP
- Working in Waterways Temporary Permit – NDEP
- ROW Encroachment Permit – Nevada Department of Transportation

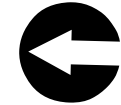
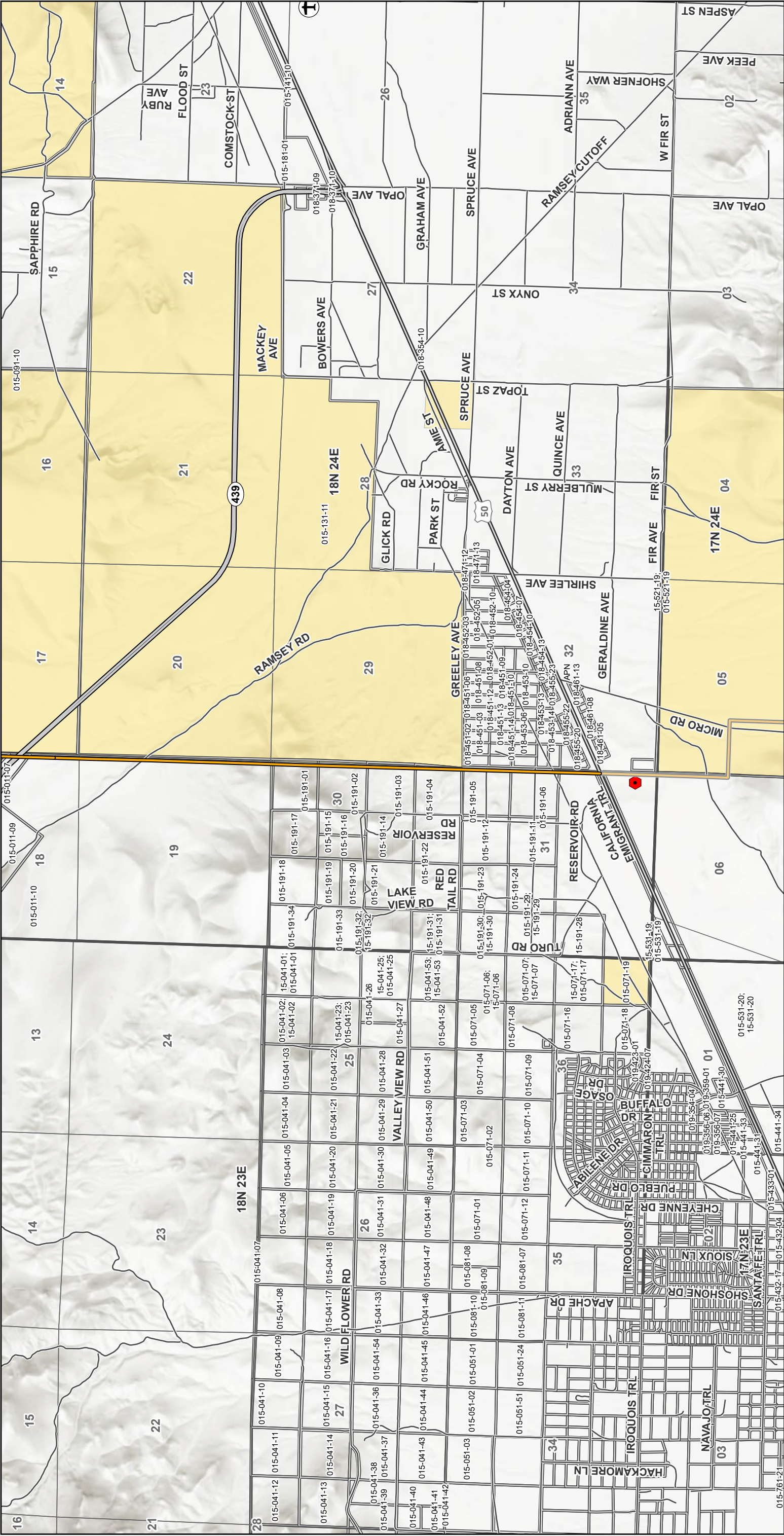
5.0 REFERENCES

Lyon County. 2020a. *Lyon County 2020 Master Plan*. Chapter 7: Public Facilities and Services. www.lyon-county.org/DocumentCenter/View/11207/Adoption-Copy-12162021-LCMP-2020. Accessed June 2023.

_____. 2020b. *Lyon County 2020 Master Plan*. Chapter 4: Transportation. www.lyon-county.org/DocumentCenter/View/11207/Adoption-Copy-12162021-LCMP-2020. Accessed June 2023.

APPENDIX A PROJECT DETAIL MAPS

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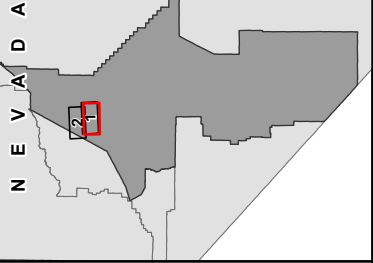
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Date: 7/29/2026

- Project Features**
- Amplifier Site
 - Proposed Comstock Meadows #2 – Walker River 345 kV Transmission Line
 - Proposed Comstock Meadows #2 – Walker River 345 kV Transmission Line**

- Land Jurisdiction**
- Bureau of Land Management
 - Private or Unknown

- Reference Features**
- Airport
 - US Highway
 - State Route
 - Local Road

- Parcel Boundary**
- Section Boundary**
- Township Boundary**



GREENLINK NEVADA
TRANSMISSION PROJECT

APPENDIX A
PROJECT DETAIL

PAGE 2 OF 3

LYON COUNTY, NEVADA

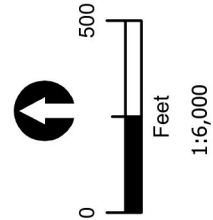


**Not Subject of this Application



Highway 50
Material Yard

Highway 50 Material Yard Boundary



Date: 5/11/2026

GREENLINK WEST
TRANSMISSION PROJECT
Appendix A-1
Highway 50
Material Yard



APPENDIX B TYPICAL RIGHT-OF-WAY CONFIGURATIONS, STRUCTURE WORK AREAS, AND ACCESS ROAD DIAGRAMS

FIGURE B1	TYPICAL 345-KV TRANSMISSION LINE ROW CONFIGURATION AND WORK AREA
FIGURE B2	TYPICAL DISTRIBUTION LINE ROW CONFIGURATION AND WORK AREA
FIGURE B3	TYPICAL GUARD STRUCTURE LOCATION – H-FRAME
FIGURE B4	TYPICAL GUARD STRUCTURE LOCATION – BOOM TRUCK
FIGURE B5	TYPICAL ACCESS ROAD – LEVEL TO ROLLING AND ROLLING TERRAIN
FIGURE B6	TYPICAL ACCESS ROAD – ROLLING TO ROUGH AND ROUGH TO VERY ROUGH TERRAIN
FIGURE B7	TYPICAL ACCESS ROAD – MOUNTAINOUS TERRAIN
FIGURE B8	TYPICAL ACCESS ROAD – TURN RADIUS

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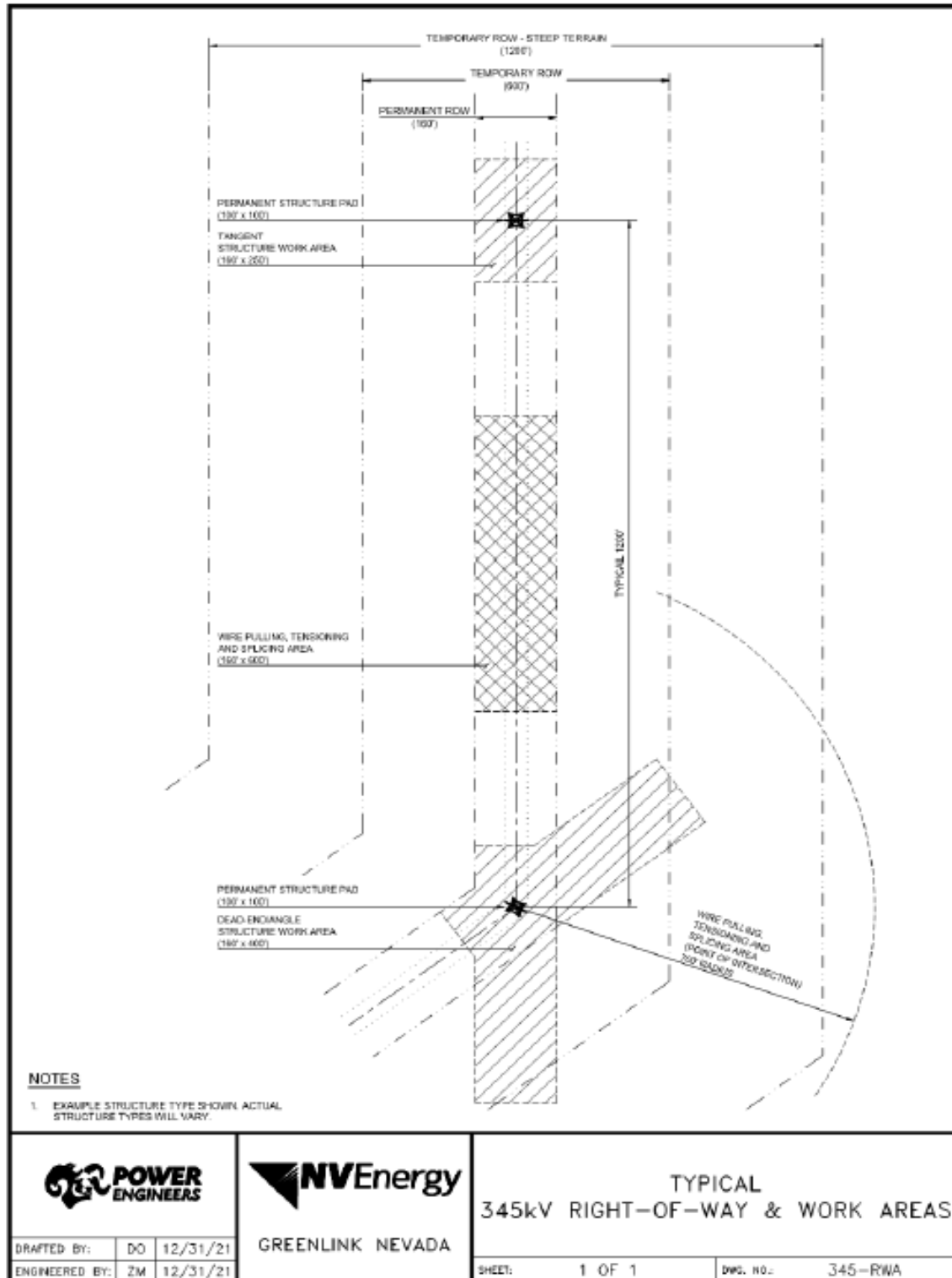
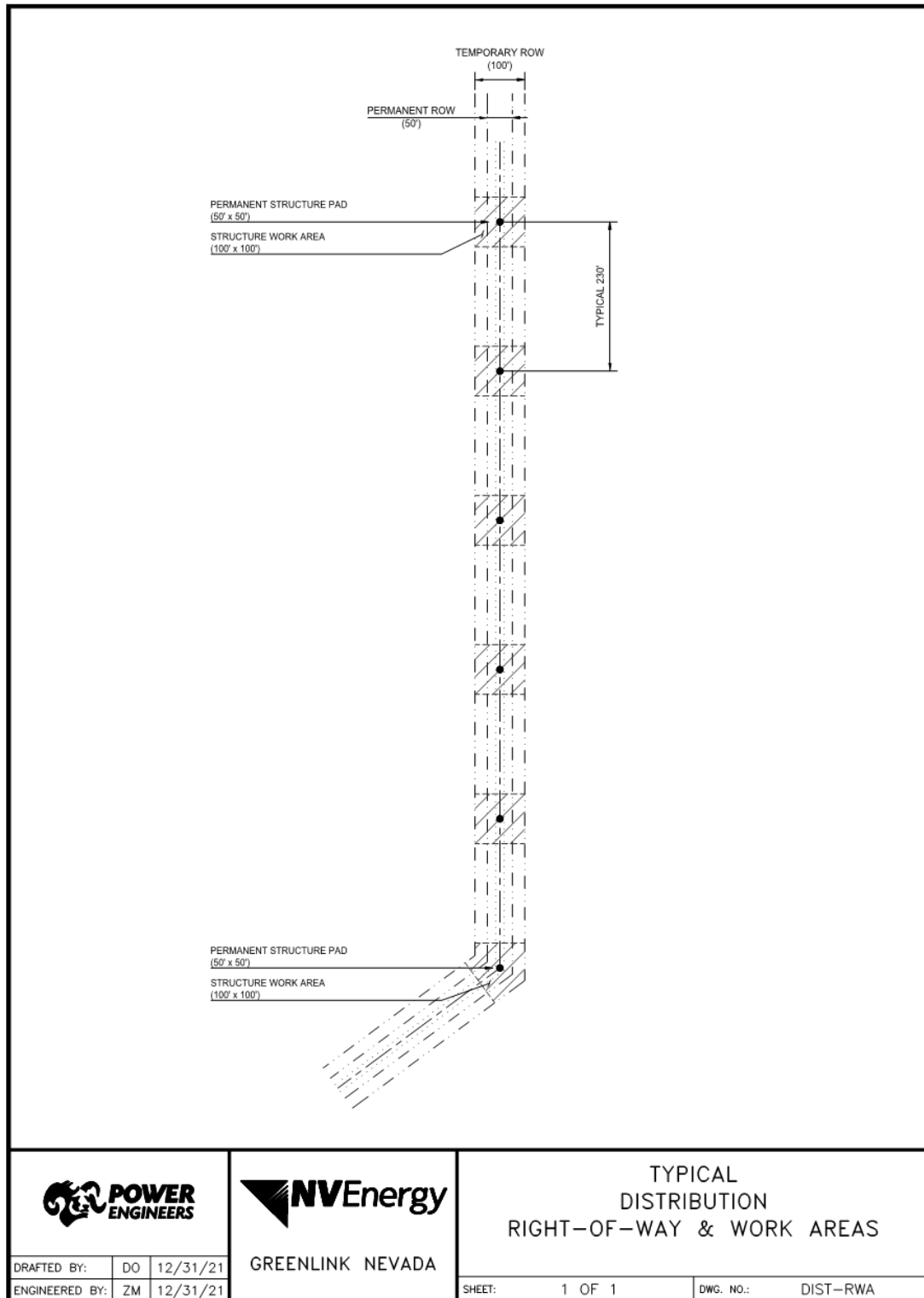


FIGURE B1 TYPICAL 345-KV TRANSMISSION LINE ROW CONFIGURATION AND WORK AREA



**FIGURE B2 TYPICAL DISTRIBUTION LINE ROW CONFIGURATION
AND WORK AREA**

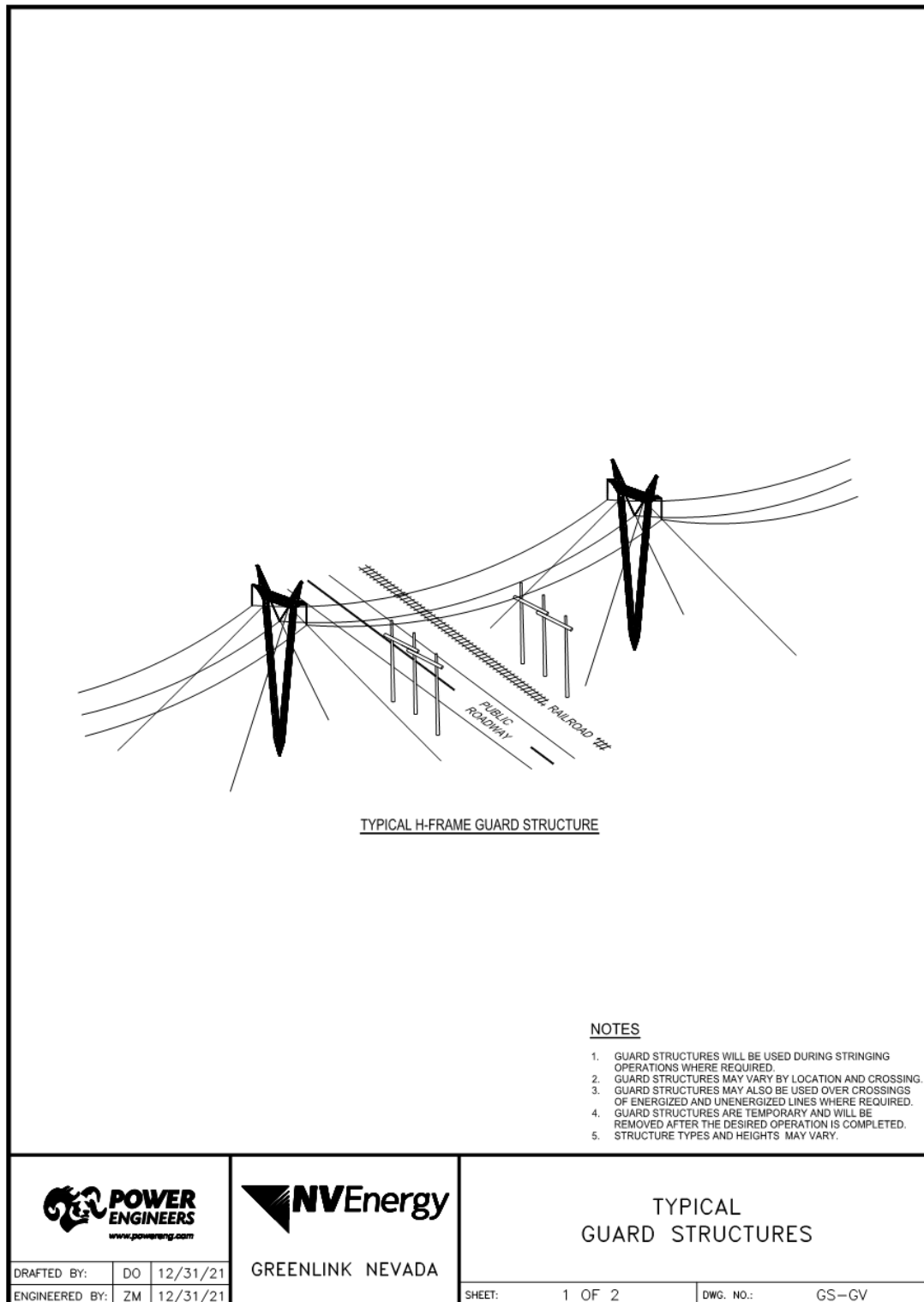


FIGURE B3 TYPICAL GUARD STRUCTURE LOCATION – H-FRAME

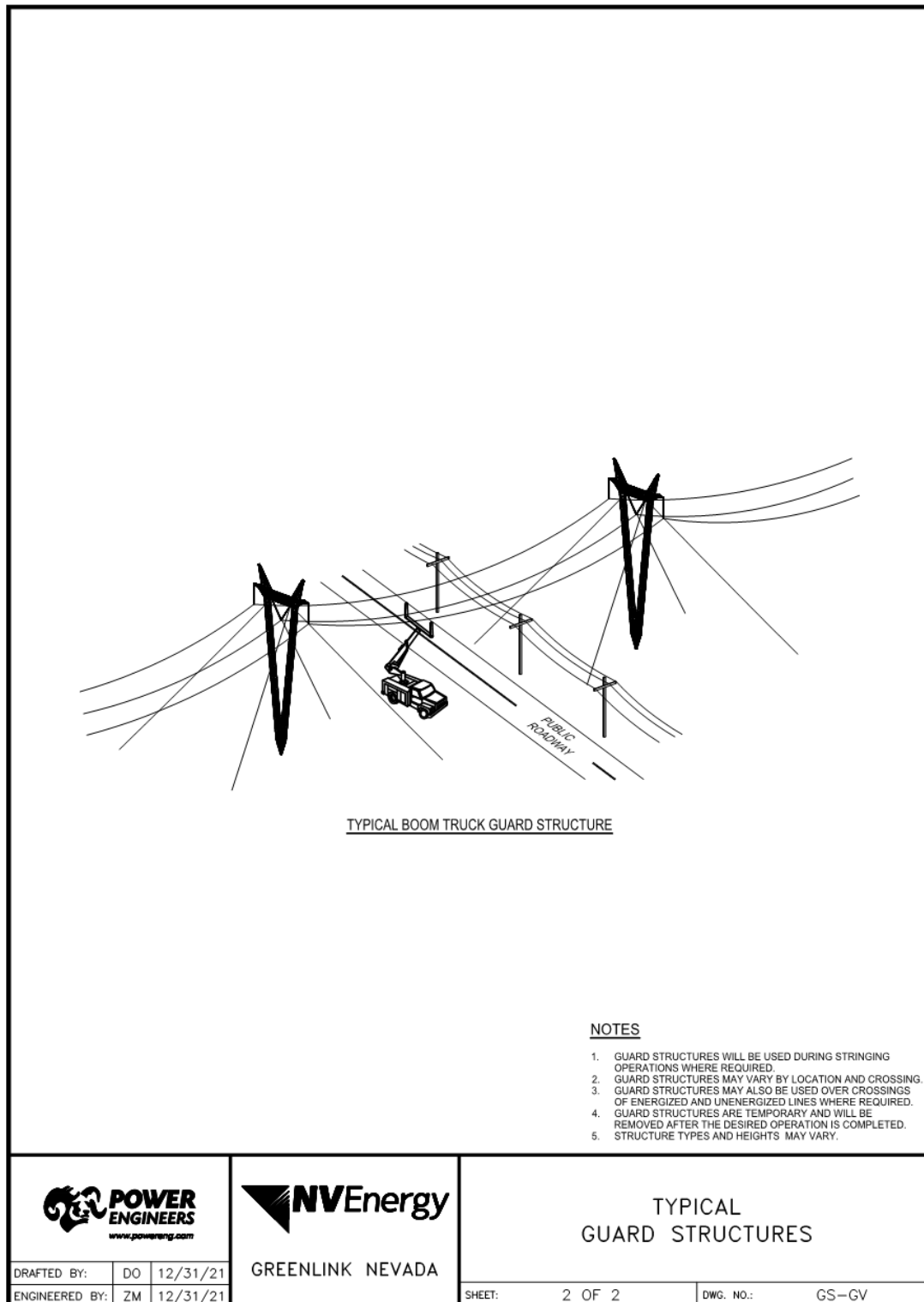


FIGURE B4 TYPICAL GUARD STRUCTURE LOCATION – BOOM TRUCK

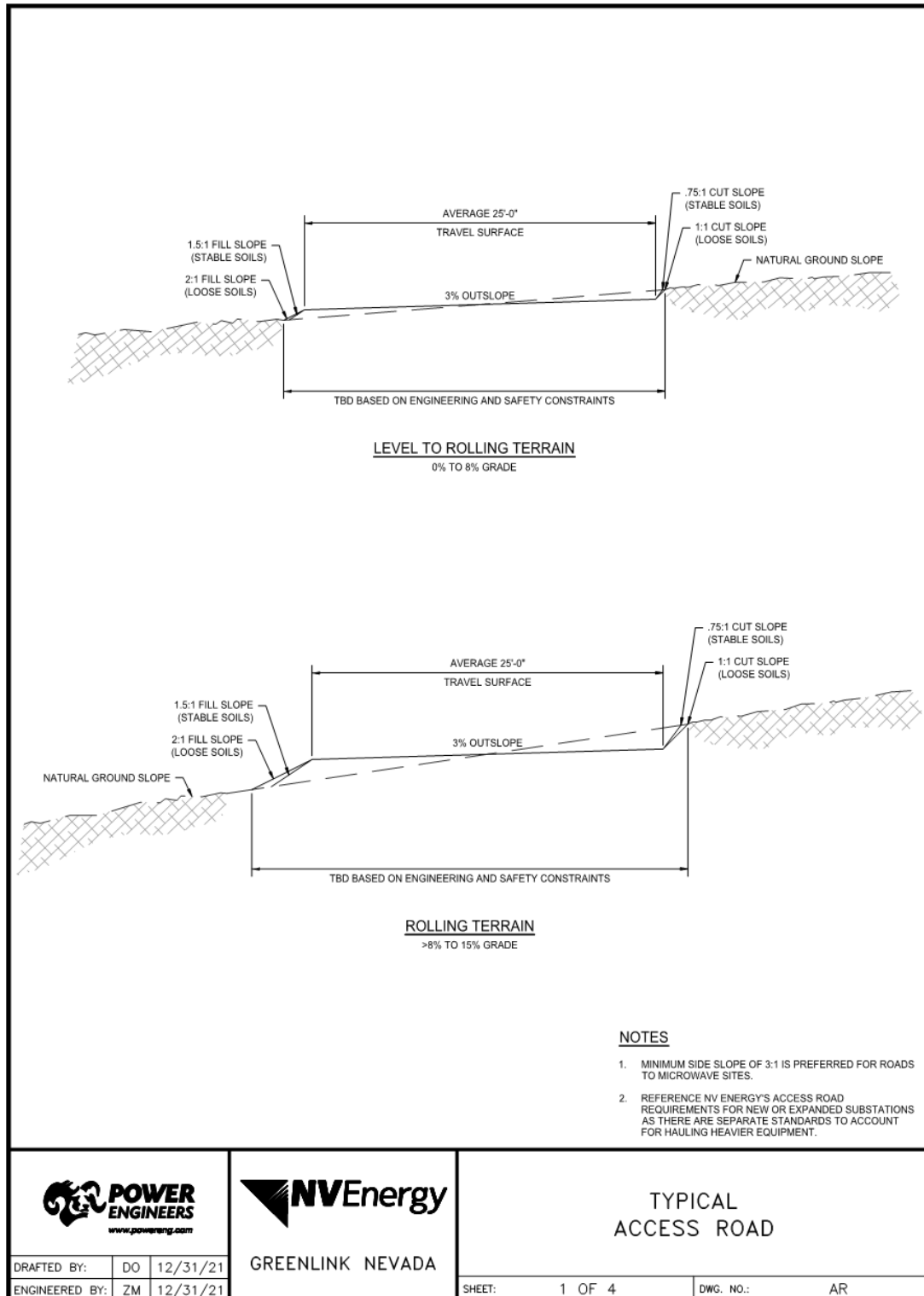


FIGURE B5 TYPICAL ACCESS ROAD – LEVEL TO ROLLING AND ROLLING TERRAIN

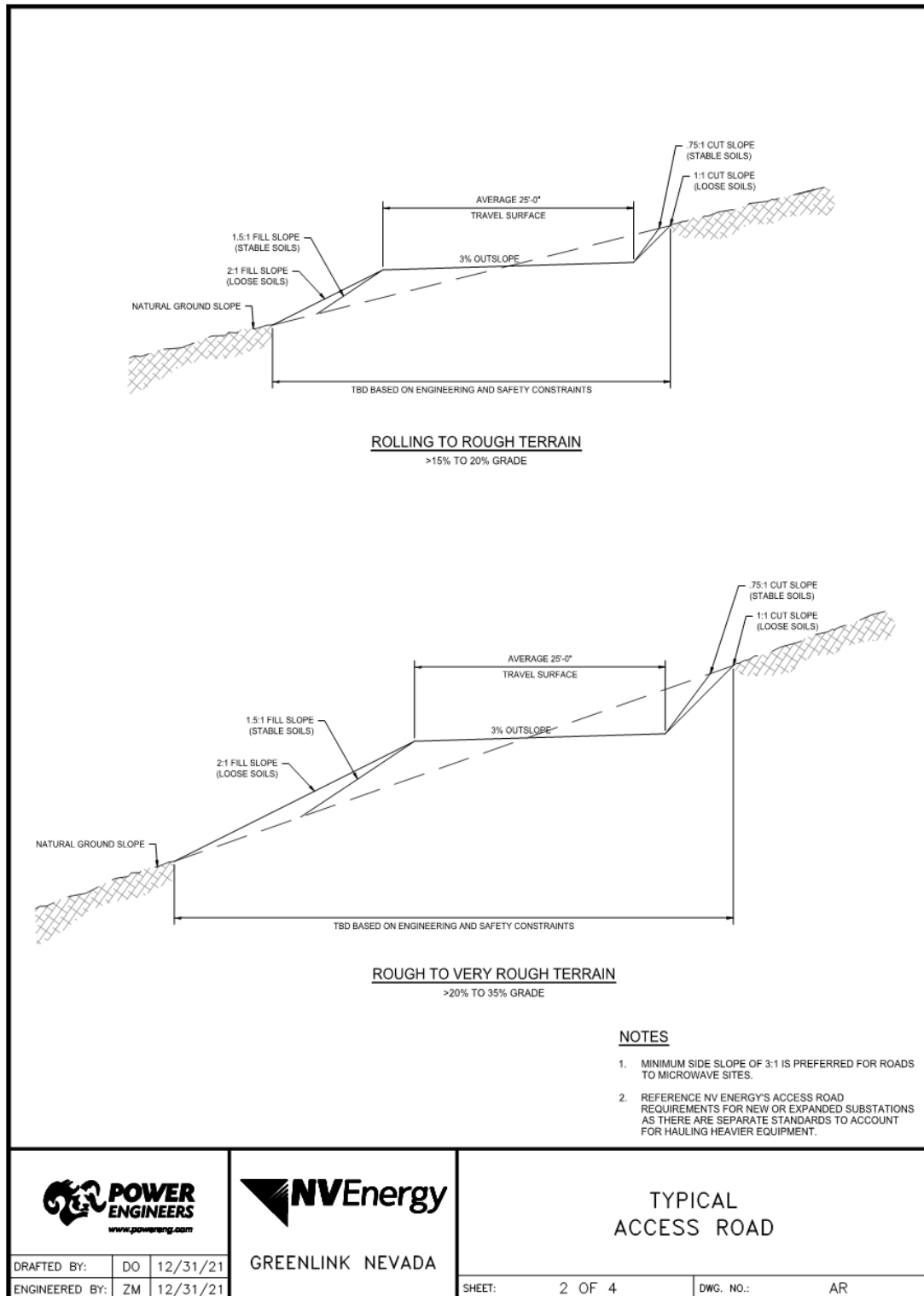


FIGURE B6 TYPICAL ACCESS ROAD – ROLLING TO ROUGH AND ROUGH TO VERY ROUGH TERRAIN

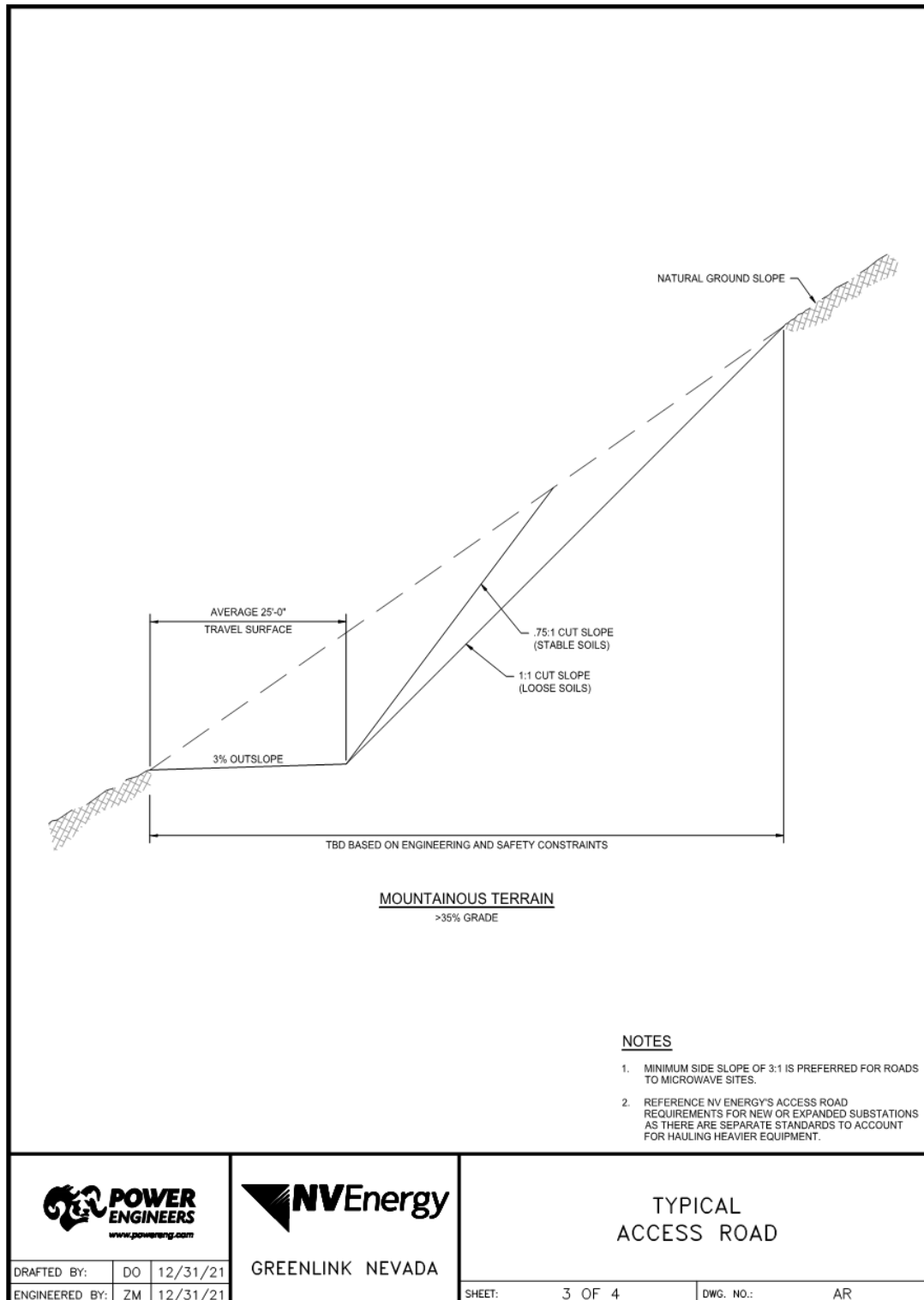


FIGURE B7 TYPICAL ACCESS ROAD – MOUNTAINOUS TERRAIN

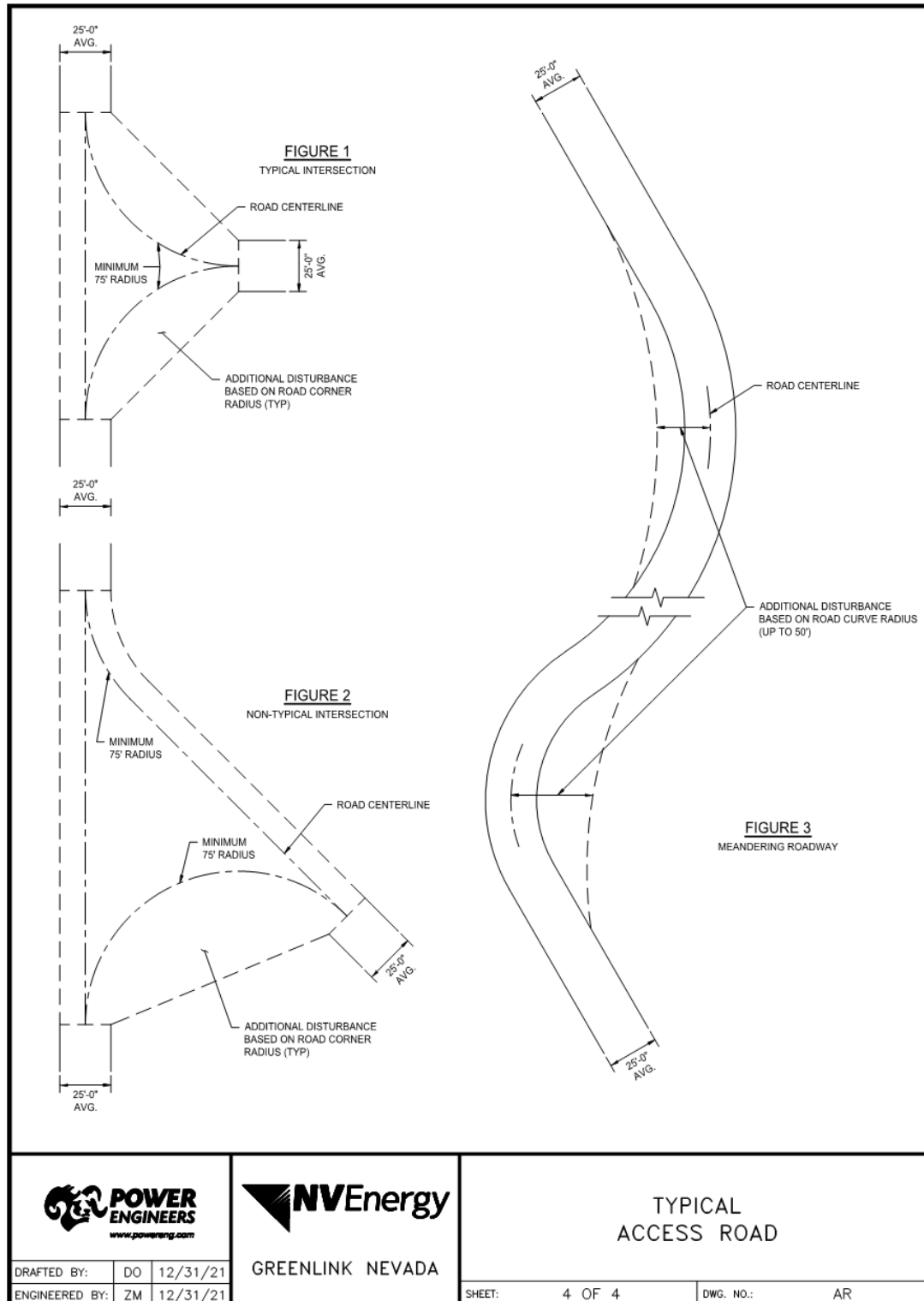


FIGURE B8 TYPICAL ACCESS ROAD – TURN RADIUS

APPENDIX C TYPICAL STRUCTURE DIAGRAMS

FIGURE C1	345-KV STEEL H-FRAME TANGENT STRUCTURE
FIGURE C2	345-KV STEEL DOUBLE-CIRCUIT MONOPOLE TANGENT STRUCTURE
FIGURE C3	345-KV STEEL MONOPOLE DELTA DEAD-END/ANGLE STRUCTURE
FIGURE C4	345-KV STEEL DOUBLE-CIRCUIT MONOPOLE DEAD-END/ANGLE STRUCTURE
FIGURE C5	345-KV STEEL THREE-POLE DEAD-END/ANGLE STRUCTURE
FIGURE C6	DISTRIBUTION LINE STRUCTURE
FIGURE C7	MICROWAVE RADIO FACILITY
FIGURE C8	MICROWAVE RADIO FACILITY – PLAN VIEW

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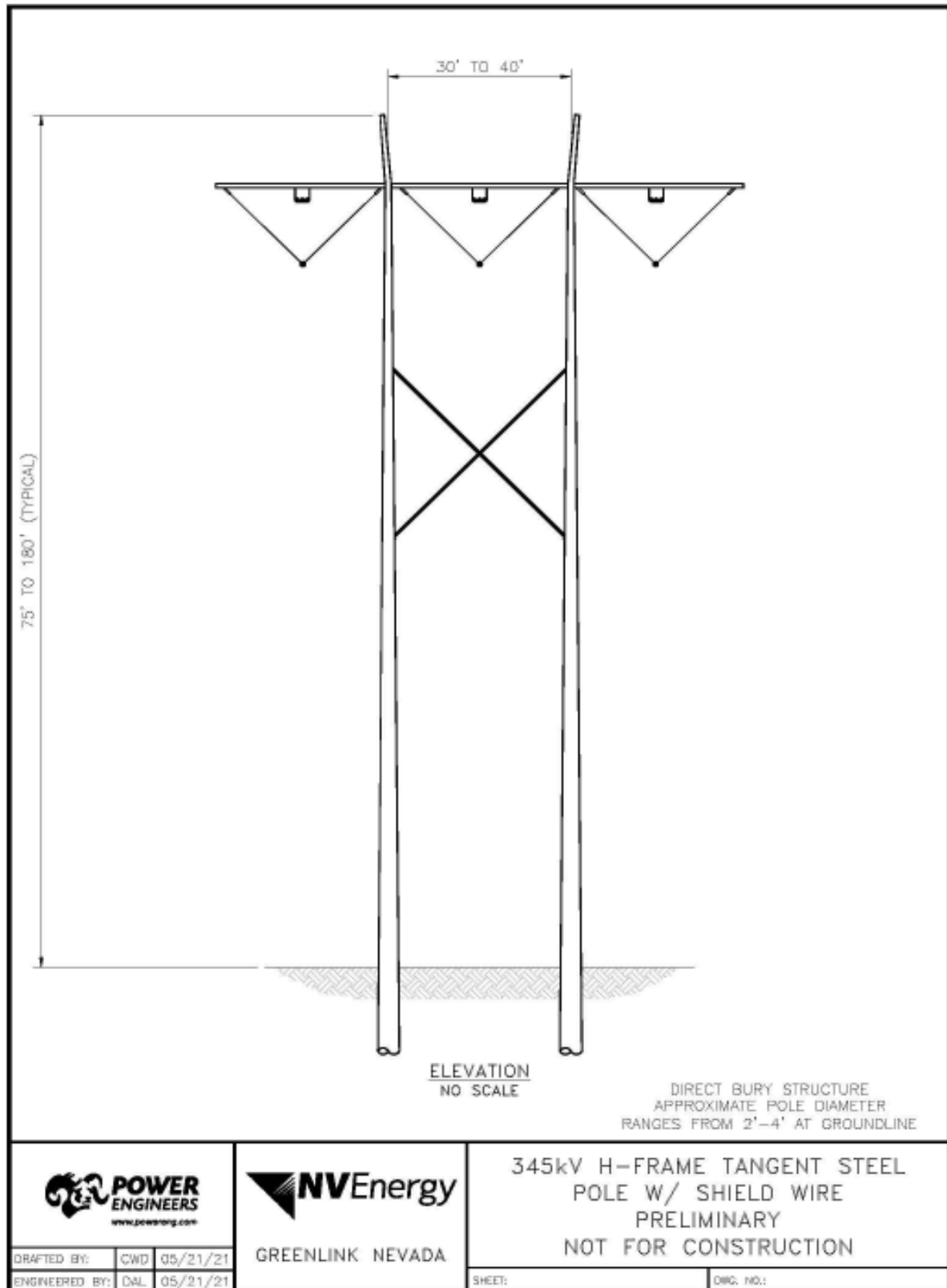


FIGURE C1 345-KV STEEL H-FRAME TANGENT STRUCTURE

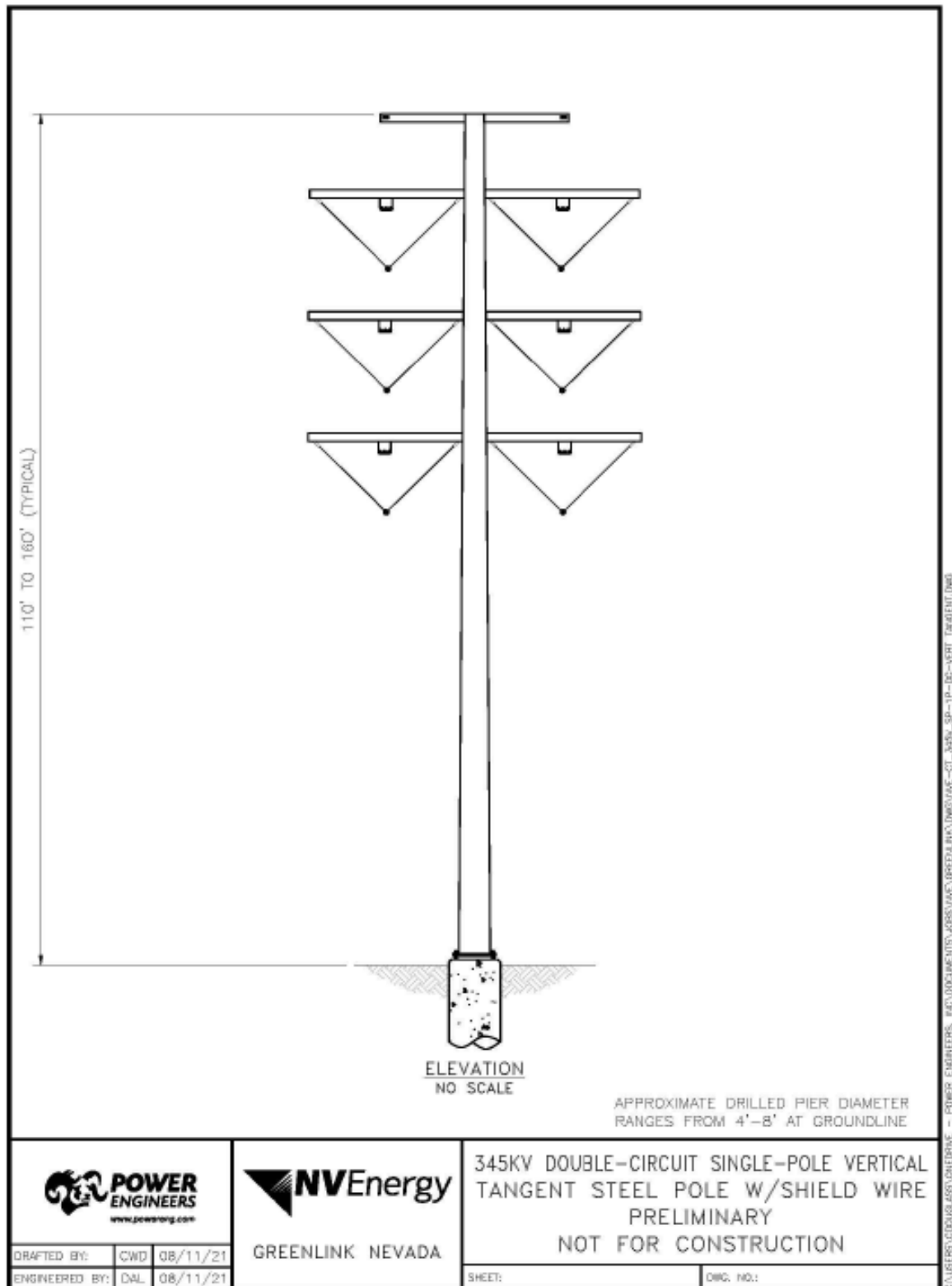


FIGURE C2 345-KV STEEL DOUBLE-CIRCUIT MONOPOLE TANGENT STRUCTURE

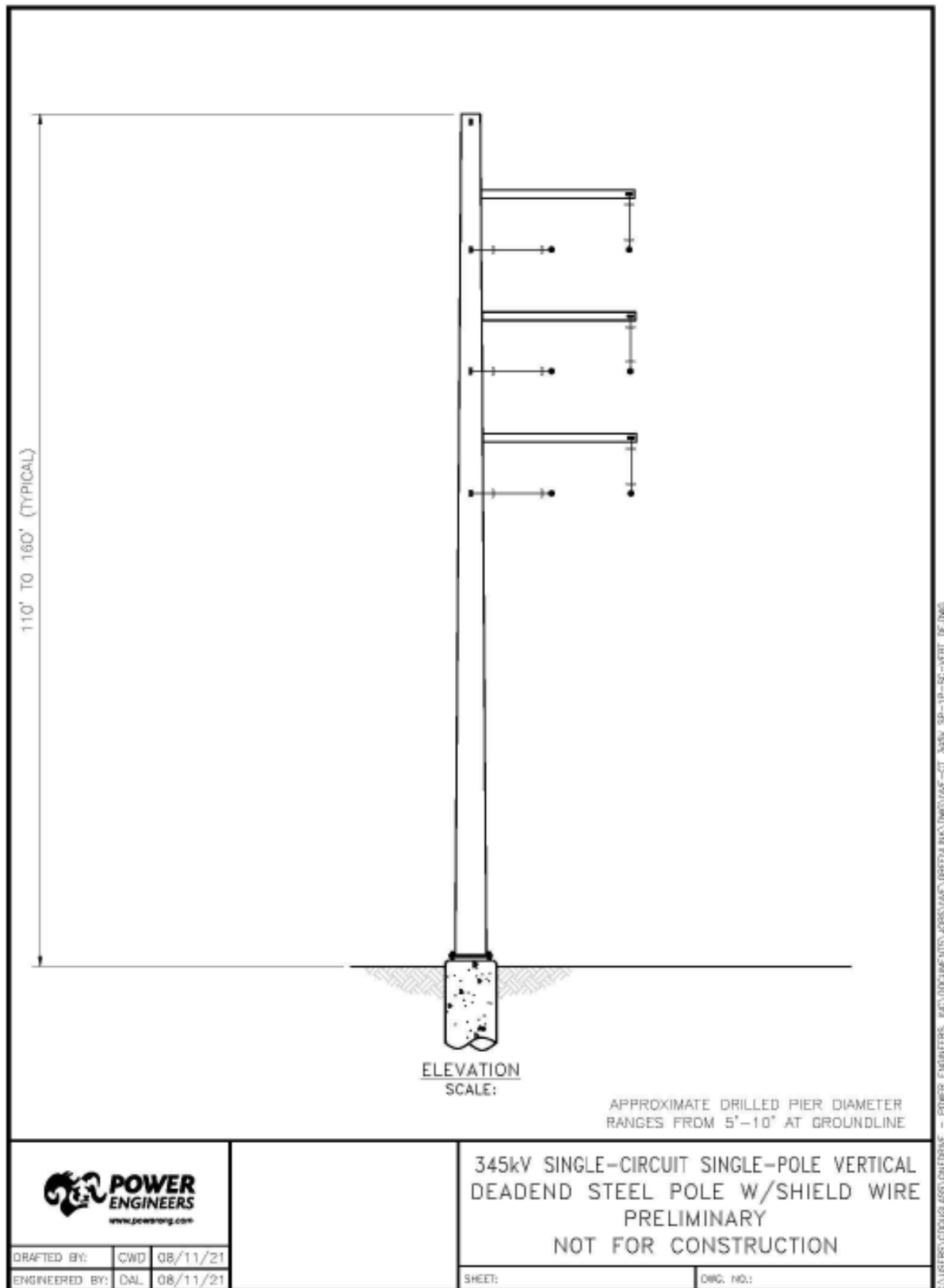


FIGURE C3

345-KV STEEL MONOPOLE DELTA DEAD-END/ANGLE STRUCTURE

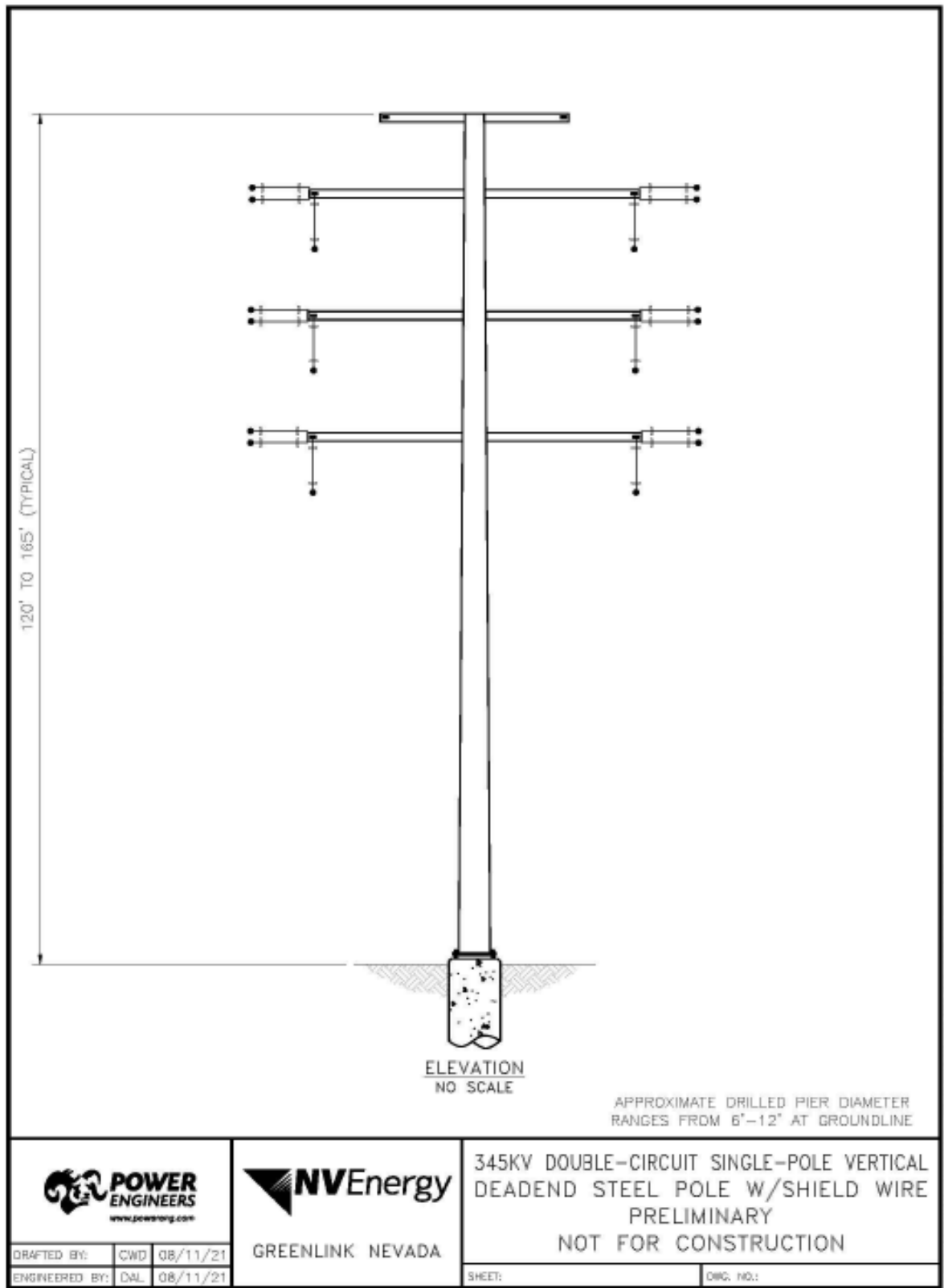


FIGURE C4 345-KV STEEL DOUBLE-CIRCUIT MONOPOLE DEAD-END/ANGLE STRUCTURE

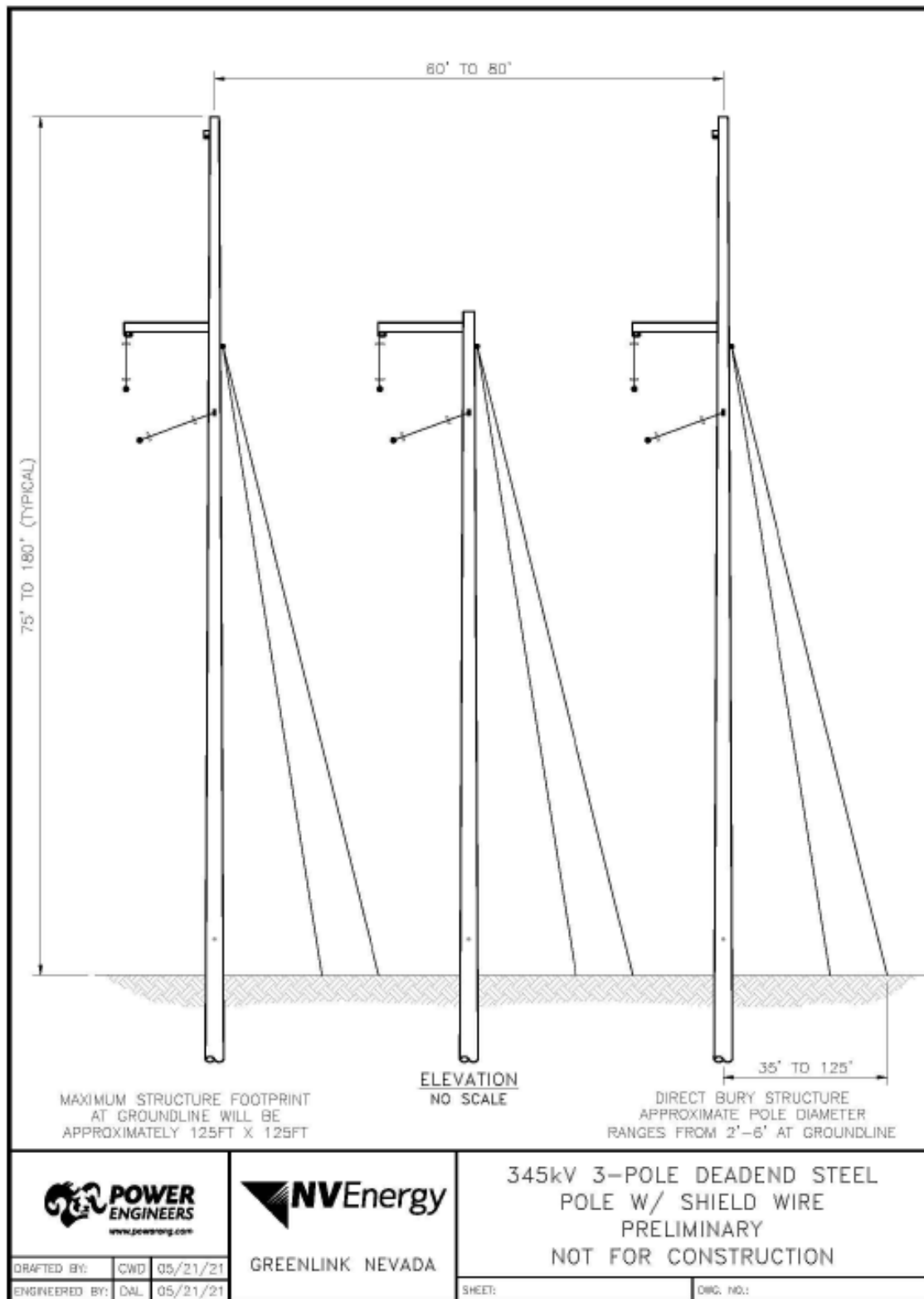


FIGURE C5 345-KV STEEL THREE-POLE DEAD-END/ANGLE STRUCTURE

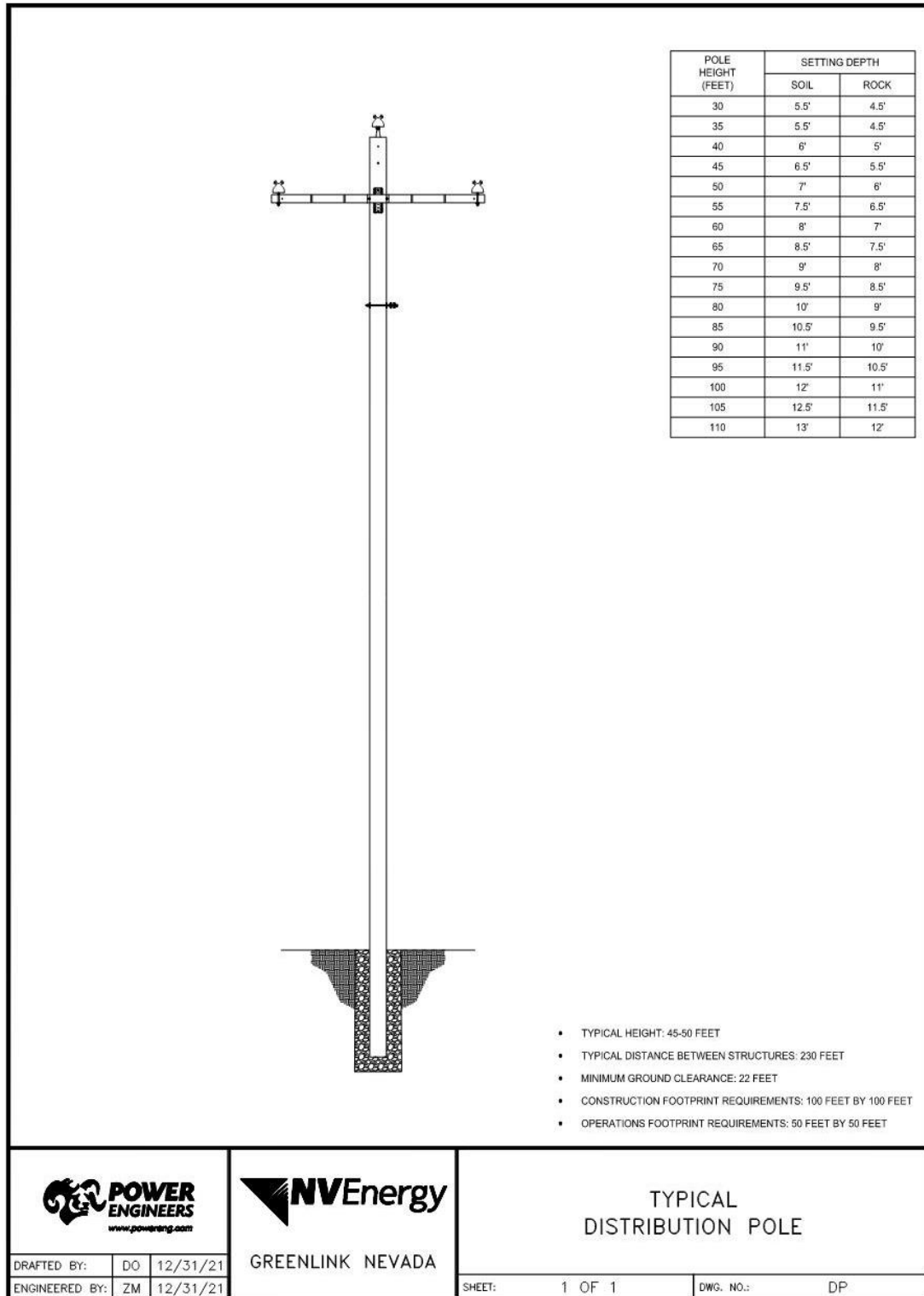


FIGURE C6 DISTRIBUTION LINE STRUCTURE

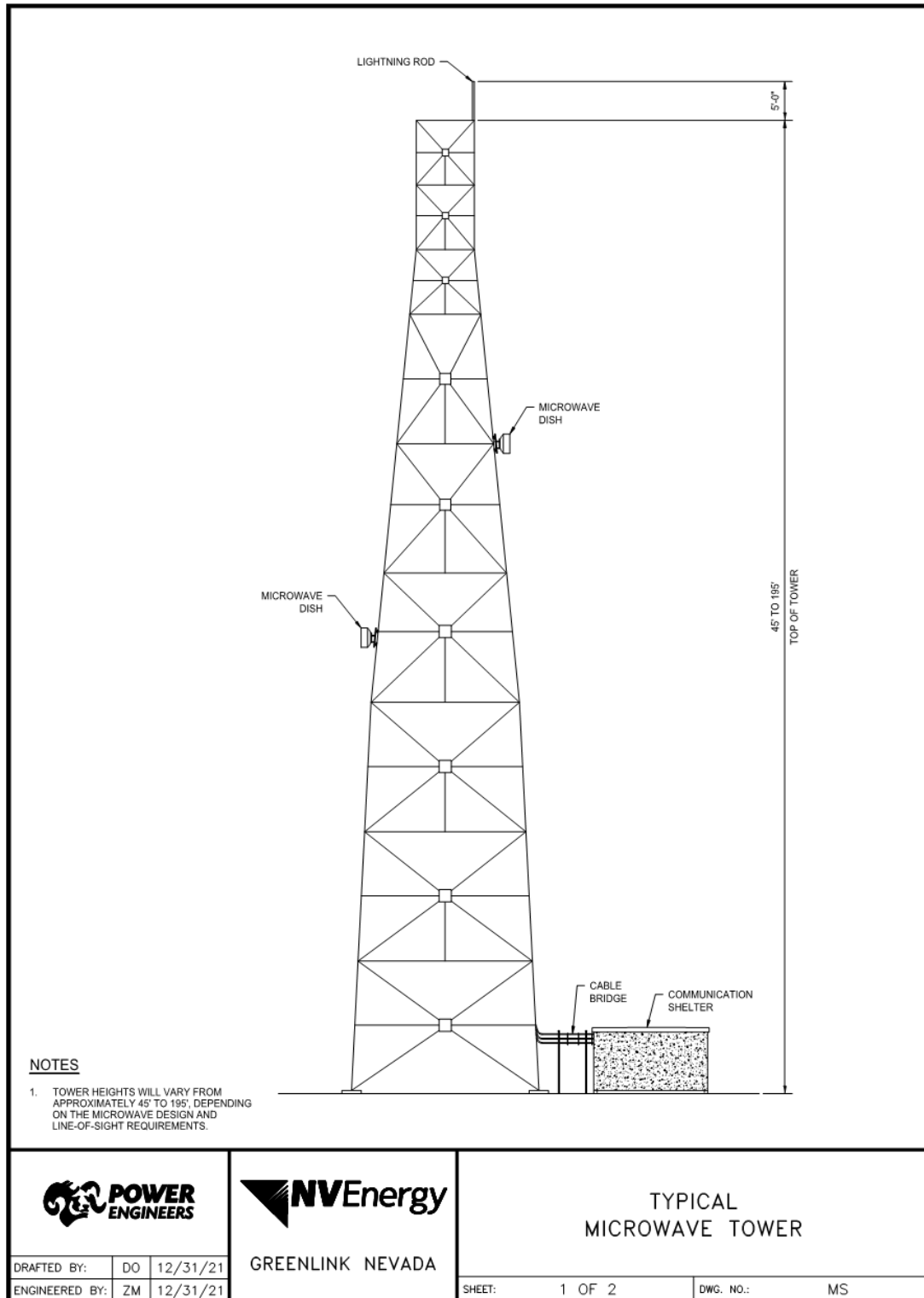


FIGURE C7 MICROWAVE RADIO FACILITY

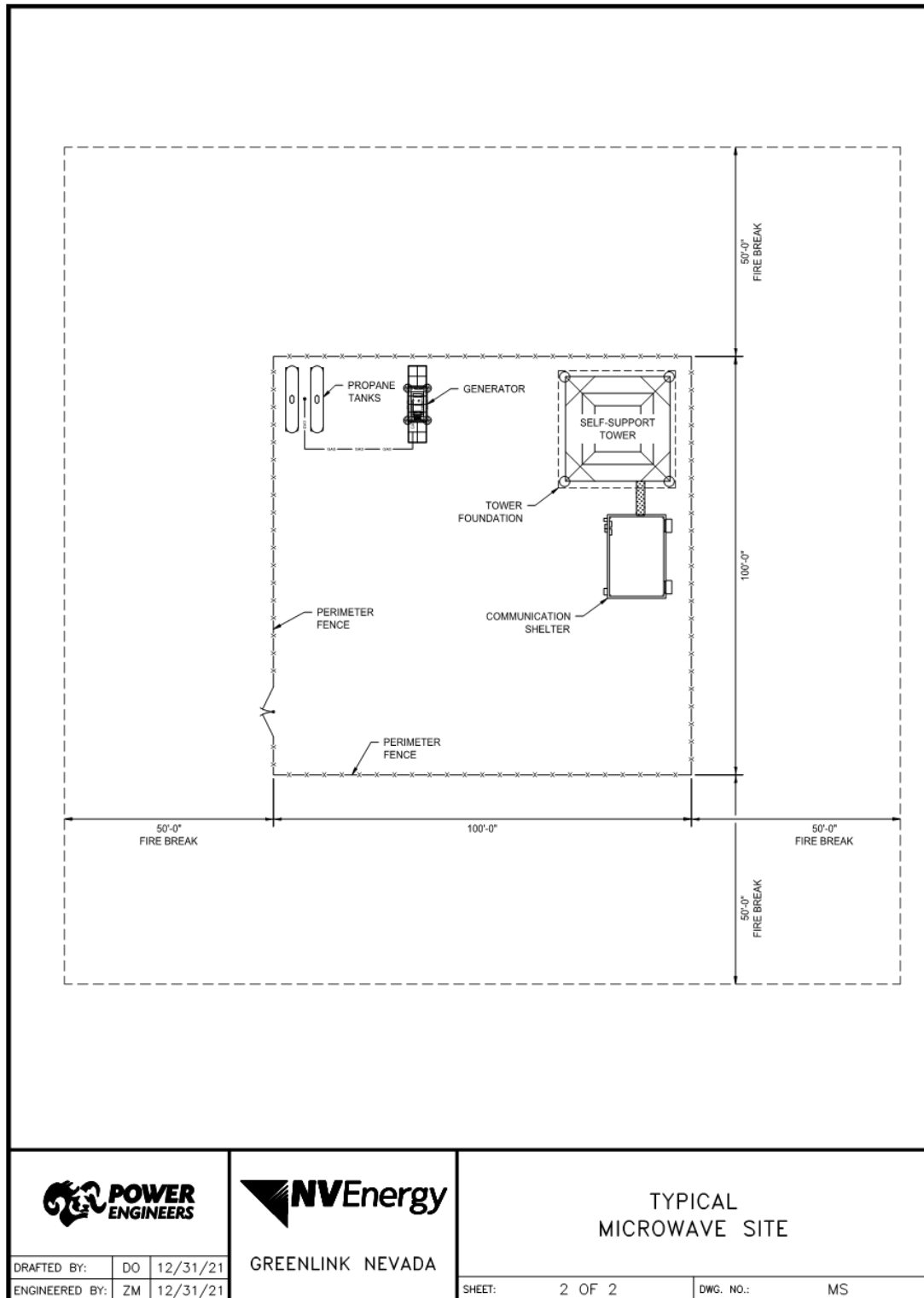


FIGURE C8 MICROWAVE RADIO FACILITY – PLAN VIEW

APPENDIX D TITLE REPORTS

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APPENDIX E LIST OF AFFECTED PRIVATE PROPERTY OWNERS

TABLE E1 LANDOWNER INFORMATION, PARCEL NUMBERS, AND LEGAL DESCRIPTIONS OF PRIVATE PROPERTIES CROSSED IN LYON COUNTY FROM U.S. HIGHWAY 50 NORTH TO STOREY COUNTY BORDER

LANDOWNER NAME	MAILING ADDRESS	ASSESSOR'S PARCEL NUMBER	LEGAL DESCRIPTION
Crosby NV Land	508 West Third Street, Carson City, NV 89703	015-191-02	SE 1/4 of the NE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
		015-531-19	327.22 acres identified as Parcel 2 in the Sullivan/Crosby Trust Parcel Map recorded as document number 461442 in Lyon County, Nevada.
		015-191-06	SE 1/4 of the NE 1/4 section 31, TWP 18N R 24E, Lyon County, Nevada
		015-191-05	NE 1/4 of the NE 1/4 section 31, TWP 18N R 24E, Lyon County, Nevada
		015-191-04	SE 1/4 of the SE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
Entrust Admin, Inc.	555 12th Street #1250, Oakland, CA 94607	015-191-01	NE 1/4 of the NE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
Gary Borst	725 Norfold Drive, Carson City, NV 89703	015-191-03	NE 1/4 of the SE 1/4 section 30, TWP 18N R 24E, Lyon County, Nevada
NV-Reno Industrial, LLC	4129 West Cheyenne Avenue, North Las Vegas, NV 89032	015-011-10	9,242.28 acres identified as Parcel B in the Official Plat for Northern Nevada Industrial Center map recorded as document number 652236 in Lyon County, Nevada. Excepting out 128.53 acres identified in the record of survey recorded as document number 652336 in Lyon County, Nevada.
		015-011-05	2640.87 acres identified as Parcel A in the Official Plat for Northern Nevada Industrial Center map recorded as document number 652236 in Lyon County, Nevada.
		021-411-04	NW 1/4 ; E1/2 of section 35, TWP 19N R 23E AND All portion lying within Lyon County of section 34 TWP 19N R 23E, Lyon County Nevada.
Rajarataka, LLC	3275 South Jones BLVD Suite 104, Las Vegas, NV 89146	015-361-04	SW1/4 of the SW 1/4 section 13, TWP 17N R 22E, Lyon County, Nevada
Southwest Gas Corporation	PO Box 988510-LVC435, Las Vegas, NV 89193	016-021-04	E1/2 of NE 1/4 of section 23, Township 17 North, Range 22 East, Mount Diablo Base and Meridian, lying north of the U.S. Highway 50 East.

APPENDIX F AGENCY CORRESPONDENCE

Community outreach and public involvement have been essential components of this Project. The Project has been advertised directly to agencies, communities, and interested groups and individuals in a variety of ways to provide information on the Project and solicit comments. A variety of tools were used for government consultation and public outreach during the BLM's public scoping period, including activities in proximity to or affecting Lyon County.

NV Energy has maintained communication with Lyon County officials during the Project's federal permitting process and has met with County representatives and landowners on several occasions to provide Project updates, present maps and informational materials, and answer questions. On February 7, 2025, NV Energy conducted a Pre-Application Conference call with Lyon County Community Development Department representatives to further discuss the requirements of the CUP Application. The Pre-Application Conference's summary is included below. Additionally, NV Energy met with Lyon County officials on May 13, 2026 to confirm the CUP review and approval process and provide updates on NV Energy's coordination with affected private property owners in Lyon County.

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MEETING SUMMARY

SUBJECT:	Pre-Application Conference with Lyon County		
MEETING DATE:	February 7, 2025	LOCATION:	Online via Microsoft Teams
PROJECT NAME:	Greenlink West Transmission Project	PROJECT #:	0169994
PREPARED BY:	Anya Copeland		
TO:	Lyon County	NV Energy	POWER Engineers, Inc.
	All invitees	All invitees	All invitees

MEETING SUMMARY

Attendees:

Lyon County – Lisa Nash, Gavin Henderson, Louis Cariola

NV Energy – Gosia Nordyke, Mark Sullivan

POWER Engineers – Linda Bissett, Charles Hutchinson, David Gellner, Anya Copeland

1. Introductions
2. Project Overview
 - a. Project Purpose and Need
 - b. Project Description
3. Conditional Use Application
 - a. Application Fee: \$1,500
 - i. Per Gavin Henderson, the application fee is now \$2,500.
 - b. Application Requirements
 - i. Application Form
 - ii. Site Plan
 - iii. Reduced Site Plan (11"x17")
 - iv. Floor Plan*
 - v. Building Elevations*
 - vi. Complete Application – PDF format only
 - vii. Project Description / Narrative
 - viii. Justification / Findings
 - ix. Vicinity Map
 - x. Title Report
 - xi. Property Legal Description / Vesting Deed
 - xii. Photographs
 - xiii. Additional Required Documents / Information
 - xiv. Not Applicable Letter
 - xv. Complete Application – PDF / Entered into SAGE

*Not Applicable

4. Deadlines and Timelines
 - a. NV Energy target timeframe for application submittal
 - i. March 17, 2025 submittal
 - b. Timeline for Lyon County staff acceptance of application and staff review of application
 - c. Timeline for Lyon County referral agency comments
 - d. Timeline for receiving Lyon County staff report(s) and public comments prior to public hearing
 - e. Timeline for Lyon County Planning Commission Public Hearing
 - i. Anticipating 5/13/25 Planning Commission Public Hearing
 - f. Timeline for Lyon County Board of County Commissioners Public Hearing
 - i. Anticipating 6/5/25 BOCC Public Hearing
5. Public Hearing Notice Requirements
 - a. Newspaper Ad
 - i. County to publish ad
 - b. Personal Notice
 - i. Applicant to provide mailing list of affected landowners, postage, and other fees, as applicable
 - ii. County will provide public notice
6. Questions and Comments
 - a. Lisa Nash asked if all three proposed 345 kV transmission lines are along the same alignment/same landowners. Charles explained that they are not. Lisa is concerned one application may be confusing. Lyon County will have a discussion regarding one or three different applications. Charles explained that the mapping included in the application will clearly distinguish between the three proposed transmission lines.
 - b. Charles offered for NV Energy to provide different map books for each alignment. Charles also offered for POWER Engineers to provide a preliminary application for the County. Per Gavin, this would be appreciated.
 - c. Charles asked if the public noticing requirements are the same as during the previous CUP application to the County in Fall 2023 for the Walker River Substation application. Per Gavin, the public noticing requirements are the same as during Fall 2023.
 - d. Advisory Boards
 - i. Linda Bissett asked about any advisory boards that NV Energy may need to meet with prior to submitting the application to the County. Per Gavin, there are advisory boards for Stagecoach and Silver Springs. The Stagecoach and Silver Springs advisory board meetings are held on the first Wednesday and first Monday of the month, respectively. The County will provide notice and any material necessary for noticing the meetings to these communities.
 - e. Gavin requested a screenshot of the overall line layout.
 - i. POWER to provide.

APPENDIX G NOT APPLICABLE LETTER

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June 25, 2026

Mr. Gavin Henderson
Director
Lyon County Community Development Department
27 South Main Street
Yerington, NV 89447

Subject: Conditional Use Permit Application Amendment: Not Applicable Letter

Dear Gavin:

Sierra Pacific Power Company and Nevada Power Company, both doing business as NV Energy (NV Energy), hereby submit this "Not Applicable Letter" per Lyon County's *Development Application Submittal Requirements – Item 17*. This Letter summarizes the items that are not applicable or are not required and therefore not included in NV Energy's Application for a Conditional Use Permit (CUP) Amendment for the Greenlink Nevada Transmission Project's Common Tie Facilities (Project).

The following items are not applicable to the Project or are not required based on the *Development Application Submittal Requirements*:

- Item 4A – Floor Plan. The Project's facilities will not include permanent habitable structures requiring occupancy permits.
- Item 4B – Building Elevations. The Project's facilities within this Application will not include permanent habitable structures requiring occupancy permits.
- Item 5 – Map (full-sized). Per the *Development Application Submittal Requirements*, this item is not required for CUP applications.
- Item 6 – Reduced Map (11"x17"). Per the *Development Application Submittal Requirements*, this item is not required for CUP applications.
- Item 14 – Project Approval Letter with Conditions. Per the *Development Application Submittal Requirements*, this item is not required for CUP applications.
- Item 16 – Engineering Review Fees. Per the *Development Application Submittal Requirements*, this item is not required for CUP applications.

Should you have questions, please contact Charles Hutchinson at (303) 842-7104 or via email at charles.hutchinson2@wsp.com.

Sincerely,

A handwritten signature in black ink, appearing to read "BQ", followed by a period.

Brandi Quaglieri
Manager, Land Resources

cc: Charles Hutchinson (WSP)

APPENDIX H SITE PHOTOGRAPHS

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Project Overview Map of Photo Locations



MAP KEY:

GoogleEarth Streetview Locations 1 and 2 along U.S. Highway 50



GoogleEarth Streetview Location 3 at Annette Avenue-U.S. Highway 50 Intersection



GoogleEarth Streetview Location 4 along USA Parkway





GoogleEarth Streetview Location 1 along U.S. Highway 50 – View East



GoogleEarth Streetview Location 2 along U.S. Highway 50 – View West at Caroline Way



GoogleEarth Streetview Location 3 at Annette Avenue-U.S. Highway 50 Intersection – View North along Annette Avenue



GoogleEarth Streetview Location 4 along USA Parkway – View Northwest

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APPENDIX I 345-KV COMSTOCK MEADOWS #2 – WALKER RIVER TRANSMISSION LINE MODIFIED ROUTE

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**345-kV Comstock Meadows #2 – Walker River Transmission Line
From U.S. Highway 50 North to Storey County**



Modified Route

Original Route Unchanged

APPENDIX J PROPERTY OWNER DOCUMENTS



Citizen Advisory Board

Letter of Transmittal

Meeting Date: 8/5/26

Advisory Board: Stagecoach Citizens Advisory Board

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

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

Agenda Item: 9. For Possible Action: To forward a recommendation to the Board of County Commissioners regarding a request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024 approval for three 345-kV transmission lines. This application adds the lines from US Highway 50 to the Storey County Line in Dayton, Silver Springs, and Stagecoach, with a combined total line length of approximately 90 miles. The amendment adds approximately 9.8 miles of transmission lines that cross portions of fourteen (14) parcels (APNs 015-011-05, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051.

Recommended Motion and/or Report: The board voted to recommend approval for a request by NV Energy for an Amendment to the Conditional Use Permit PLZ-2026-024 approval for three 345-kV transmission lines. This application adds the lines from US Highway 50 to the Storey County Line in Dayton, Silver Springs, and Stagecoach, with a combined total line length of approximately 90 miles. The amendment adds approximately 9.8 miles of transmission lines that cross portions of fourteen (14) parcels (APNs 015-011-05, -10; 015-191-01 thru -06; 015-531-19; 015-361-04; 016-011-02; 016-021-04, -24; and 021-411-04); PLZ-2026-051. With the addition they include a review of the Stagecoach Area Drainage Master Plan. Also clarified that it is APN 015-011-05 and 015-011-10, not 05 through 10 and APN 016-021-04 and 016-021-24, not 04 through 24.

Advisory Board or Public Concerns:

Newly Constructed Roads, concerns there will become offroad routes. Applicant stated they will be temporary roads and will be obliterated and recontoured after use.

Weed control, concerns of weeds and weed seed sources after completion and into the future. Applicant stated they have required continual monitoring after completion, and they may apply herbicide, seed or replant native species, they are required to make it go back to natural. Monitoring is usually for 4 to 7 years, and they have to get approval from BLM.

Signage on Hwy 50, concerns of accidents on highway 50 at access points with all the large trucks. Applicants stated they will have signs, they will also let everyone know where they will be and when they will start and are willing to come back to the board and let us know.

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447

Email to: mtapia@lyon-county.org

Page | 1

Dust control, concerns that dust control wouldn't occur on weekends or holidays. Applicant stated it would occur on weekends and holidays if there is a wind event as there will be water trucks and people at the material yard.

Incorporation of the Stagecoach Area Drainage Master Plan. Applicant stated the EIS would have reviewed all applicable drainage plans. The Greenlink West EIS was completed in June 2024, and the ROD was signed September 2024, The Stagecoach Area Drainage Master Plan was signed August 2024, so it wouldn't have been incorporated into the EIS. Applicant said they would recommend they take another look at that.

Concerns Powerlines are Too Close to Schools and the California Trail Monument would be disturbed : Applicant stated the National Historic Trails were analyzed and wouldn't be impacted, and the powerline is near Reservoir Road.

EMFs from Transmission Lines: Applicant stated that World Health Organization and National Institute for Environmental Health Sciences have studied this and have come to no conclusion there is a direct causal link between proximity to transmission lines and leukemia in children, adults or livestock, but encouraged people to go to their websites.

Property Values Reduced near Powerlines: Applicant stated they aren't realtor.

Submitted By: Chair Charles Shirley, Stagecoach Citizens Advisory Board 8/10/26

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

13.a

Subject:

For Possible Action: To propose an ordinance amending Lyon County Development Code Title 15, Chapter 320, Table 4 thereby establishing Post-Secondary, Trade, or Technical Education as a Conditional Use in the Heavy Industrial-Rural and Heavy Industrial-Suburban zoning districts. (Community Development Director, Gavin Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Post Secondary, Trade, Technical Education Ordinance](#)

BILL NO. _____

ORDINANCE NO. _____

SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TO ESTABLISH POST-SECONDARY, TRADE, OR TECHNICAL EDUCATION AS A PERMITTED USE IN THE HEAVY INDUSTRIAL-RURAL (HI-R) AND HEAVY INDUSTRIAL-SUBURBAN (HI-S) ZONING DISTRICTS BY AMENDING TITLE 15, CHAPTER 320, TABLE 15.320-4.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TO ESTABLISH POST-SECONDARY, TRADE, OR TECHNICAL EDUCATION AS A PERMITTED USE IN THE HEAVY INDUSTRIAL-RURAL (HI-R) AND HEAVY INDUSTRIAL-SUBURBAN (HI-S) ZONING DISTRICTS BY AMENDING TITLE 15, CHAPTER 320, TABLE 15.320-4.

Explanation: Matters underlined and in blue are new or added language; matters ~~struck out and in red~~ are deletions or removed language.

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

Section 1. The Lyon County Development Code, Title 15, Chapter 320, Table 15.320-4 is hereby amended by revising the **Post- Secondary, Trade or Technical Education** use to be a **Permitted (P)** use within the **Heavy Industrial-Rural (HI-R)** and **Heavy Industrial-Suburban (HI-S)** zoning districts. All other provisions of Table 15.320-4 shall remain unchanged.

<i>Use Category</i>	<i>Use Type</i>	<i>LI-R</i>	<i>LI-S</i>	<i>HI-R</i>	<i>HI-S</i>	<i>SI</i>	<i>EMU</i>	<i>XX</i>	<i>Specific Use Requirements (Code Reference)</i>
Educational Facilities	Post-Secondary, trade or technical education	C	C	C	C	C	c	-	

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

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

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

Proposed on the ____ day of _____, 2026.

Proposed by Commissioner: _____

THIS Ordinance has been PASSED, ADOPTED and APPROVED this ____ day of _____, 2026 by the following vote of the Board of Commissioners, Lyon County:

Ayes: _____

Nays: _____

Absent: _____

Attest:

County Clerk

Chair of the Board

This ordinance shall be in force and effect from and after the ____ day of the month of _____ of the year 2026.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

14.a

Subject:

For Possible Action: Review and approve a resolution requesting a Bill Draft for the 84th Nevada Legislature establishing a statutory funding formula for county assessments for child protective services that incorporates both county population and actual utilization of child welfare services, better aligns county financial responsibility with service demand, and provides incentives for counties to implement successful prevention programs that reduce utilization of child protective services. (Emergency Management and Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Review and approve a resolution requesting a Bill Draft for the 84th Nevada Legislature establishing a statutory funding formula for county assessments for child protective services that incorporates both county population and actual utilization of child welfare services, better aligns county financial responsibility with service demand, and provides incentives for counties to implement successful prevention programs that reduce utilization of child protective services.

ATTACHMENTS

- [BDR Resolution CPS Assessments 2026](#)

Resolution 26-

A RESOLUTION OF THE LYON COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING A BILL DRAFT FOR THE 84TH SESSION OF THE NEVADA LEGISLATURE RELATING TO THE FUNDING FORMULA FOR COUNTY ASSESSMENTS FOR CHILD PROTECTIVE SERVICES TO BETTER ALIGN COUNTY FUNDING RESPONSIBILITY WITH SERVICE UTILIZATION AND INCENTIVIZE PREVENTION.

WHEREAS, Lyon County, Nevada, is a political subdivision of the State of Nevada with a population under 100,000; and

WHEREAS, NRS 218D.205 authorizes Lyon County to submit one Bill Draft Request to the Nevada Legislative Counsel Bureau to request the drafting of a legislative measure for each regular session of the Nevada Legislature; and

WHEREAS, NRS 432B.326 requires counties with populations under 100,000 to pay an assessment to the Division of Child and Family Services for child protective services; and

WHEREAS, the current methodology for determining county assessments is based primarily upon certified county child (0-18) population and does not adequately account for the actual utilization of child welfare services in each county; and

WHEREAS, Lyon County continues to make significant investments in prevention and early intervention efforts intended to reduce the utilization of child protective services and improve outcomes for children and families; and

WHEREAS, a funding methodology that does not account for actual utilization may result in counties assuming a financial responsibility that is disproportionate to the demand for child protective services within the county; and

WHEREAS, funding models that incorporate both child population and actual utilization of child welfare services can better align financial responsibility with service demand while encouraging counties to implement effective prevention and early intervention programs; and

WHEREAS, a funding formula that recognizes successful prevention efforts and reductions in child protective services utilization may provide an incentive for counties to invest in programs that reduce the need for more intensive and costly child welfare interventions; and

WHEREAS, Lyon County believes that establishing a statutory funding formula that incorporates both population and utilization, while providing incentives for successful prevention efforts, would promote a more equitable, predictable, and outcomes-focused approach to funding county assessments for child protective services; now, therefore, be it

RESOLVED, that Lyon County requests a Bill Draft for the 84th session of the Nevada Legislature establishing a statutory funding formula for county assessments for child protective services that incorporates both certified county population and actual utilization of child welfare services; be it further

RESOLVED, that Lyon County requests the Bill Draft include language establishing a methodology that better aligns each county's financial responsibility for child protective services with the actual demand for services within the county; be it further

RESOLVED, that Lyon County requests the Bill Draft include language providing incentives for counties that implement successful prevention and early intervention programs that result in reduced utilization of child protective services; be it finally

RESOLVED, that Lyon County requests the Bill Draft include language directing the appropriate state agency to establish and administer the statutory assessment methodology in a manner that promotes prevention, family preservation, reduced utilization of child protective services, and improved outcomes for children and families.

PASSED, ADOPTED and APPROVED this **20th day of August, 2026**

LYON COUNTY BOARD OF COMMISSIONERS

BY: Chairman, J. Scott Keller

Attest:

Clerk of the Board, Staci Lindberg

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

15.a

Subject:

For Presentation Only - Utilities Project Update (Utilities Engineer, Kishora Panda)

Summary:

For Presentation Only - Utilities Project Update (Utilities Engineer, Kishora Panda)

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [2026 08 20 BOCC Project Update](#)
- [Appendix -Aug 2026 Update](#)

**Lyon County Board of County Commissioners Meeting
August 20, 2026**

**LYON COUNTY UTILITIES DEPARTMENT
Utilities Department Project Status**

SUMMARY

Projects In Pre-Design/Planning

- 1 Silver Springs General Improvement District (SSGID) Wastewater Treatment Plant (WWTP) Effluent Disposal Study

Projects In Design

- 1 Rose Peak Water Main Replacement
- 2 Lift Station 1 Wetwell and Sewer Lining
- 3 SSGID Wastewater Treatment Plant (WWTP) Sludge Pond 2 Cleaning

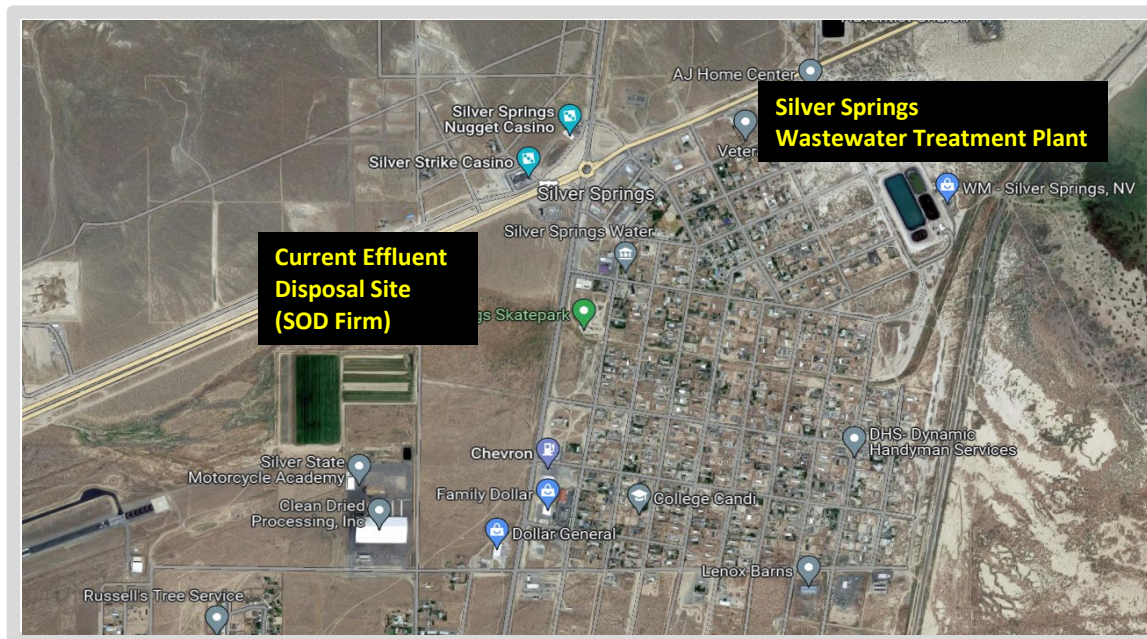
Projects In Construction

- 1 Rolling A Wastewater Treatment Facility Phase 4 Expansion
- 2 Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2

Projects Completed (Last Quarter)

None

Project: Silver Springs General Improvement District (SSGID) Wastewater
(Pre-Design) Treatment Plant (WWTP) Effluent Disposal Study



Description: Project scope includes;

- 1) Evaluation of the infiltration capacity of the swale within the airport
- 2) Completion of the effluent disposal preliminary engineering report
- 3) Condition assessment of the effluent disinfection system
- 4) Condition assessment of the effluent filtration system

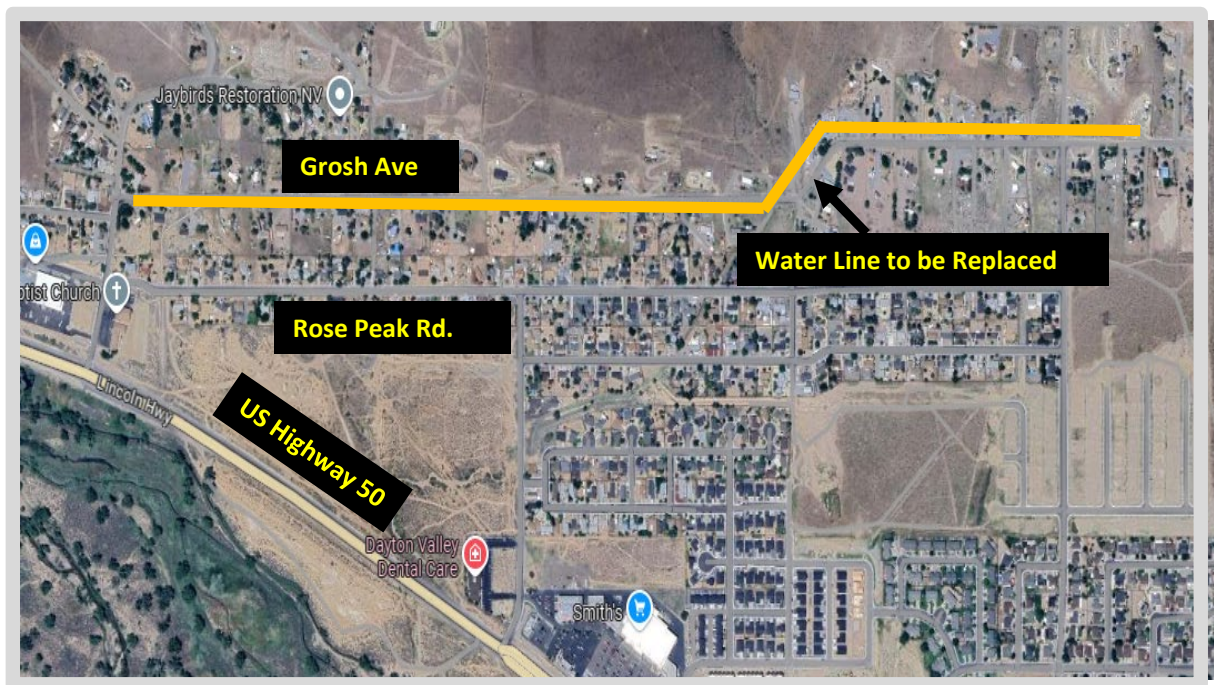
Schedule/ Status:

- AtkinsRealis was retained to perform the study.
- 1) Evaluation of the infiltration capacity of the existing swale
 - The study is being planned now.
- 2) Completion of the effluent disposal preliminary engineering report (PER)
 - Work is in progress. Draft PER soon
- 3) Effluent disinfection system evaluation
 - Final Technical Memorandum is expected soon
- 4) Effluent filtration system evaluation - Completed

Budget: \$257,000 - ARPA Funding
\$113,000 - Spent as of June 2026

Change Orders:
Notes:

Project: Rose Peak Water Main Replacement
(Design)



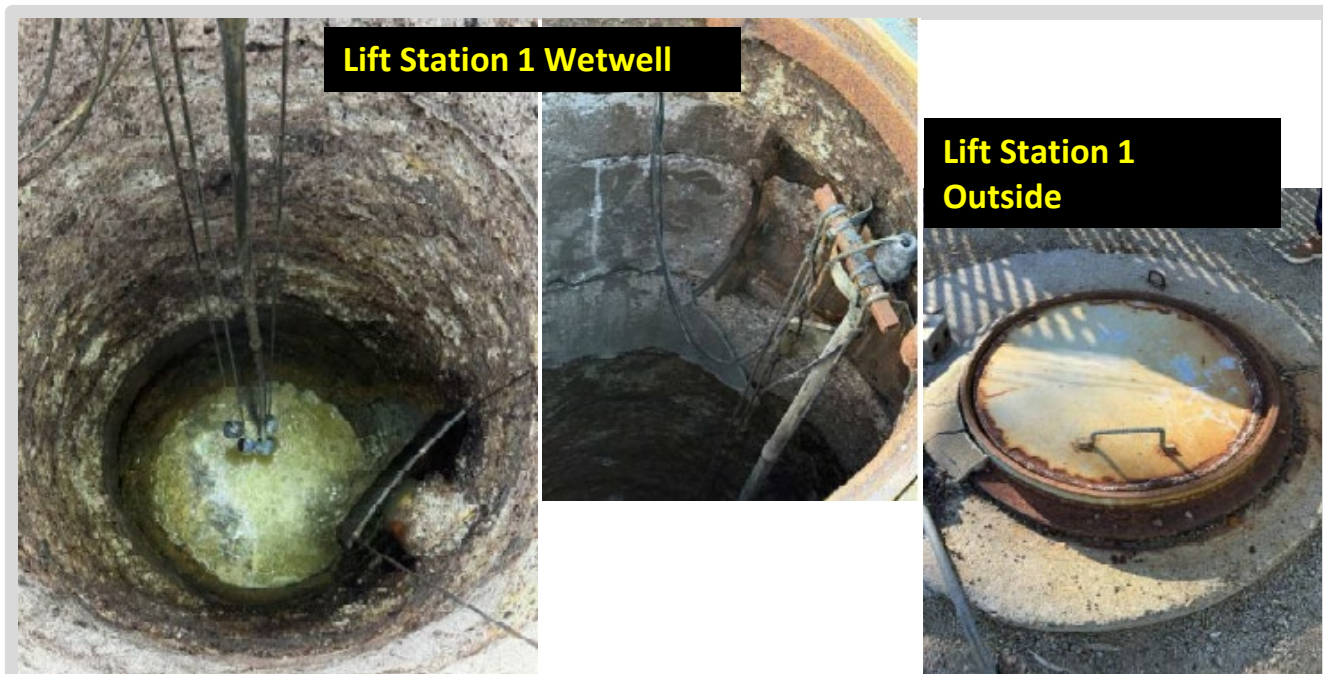
Description: Project scope includes;
Removal and replacement of the existing about 6,800 LF of water main on Grosh Avenue
between Flowery Avenue and Halite Avenue with 8” C900 PVC pipes

Schedule/ Status	Agreement signed with the Consultant (HDR)	June 5, 2025
	Grant application and National Environmental Policy Act (NEPA) process is in progress	
	Contract amendment 1 - Bid documents, bidding assistance, and contractor selection	December 31, 2026
	30% design drawings completed. Design will resume soon.	

Budget: \$3,230,700 - Estimated Project budget
\$2,584,000 - Grant from US EPA Community Project Funding
\$539,856 - Contract with HDR (Consultant)
\$177,000 - Spend to date

Change Orders:
Notes:

Project: Lift Station 1 Wetwell and Sewer Lining
(Completed)



Description: Lift Station 1 (LS1), located at 57 Quicilli Road in Dayton and installed around 1978, is in need of rehabilitation to ensure continued operations. LS 1 is downstream in the collection system to the Mound House, Santa Maria, and CRE lift stations, making it a critical lift station in the collection system. The proximity of LS1 to the Carson River and the Randall Ditch raises environmental concerns if a failure or overflow were to occur.

The scope of work includes design services and construction support to assist the County with the installation of a protective lining system for the wet well and the sewer pipeline crossing beneath the Carson River that conveys wastewater flow to LS1.

Schedule/ Status: - Lumos was retained to design and assist with the project construction
- Design and bid document preparation in progress
- Construction

July 2, 2026

Oct-26

Budget: \$45,700 - Dayton Sewer Fund (Lumos Contract)
\$0 - Project cost to date

Change Orders:

Notes:

Project: **SSGID Wastewater Treatment Plant (WWTP) Sludge Pond 2 Cleaning**
(Completed)



Description: Project scope includes
- Design and Construction Management for removal of sludge from sludge pond 2.
- Review of the pond 2 liner condition, coordination with NDEP to determine liner rehabilitation requirements.

Schedule/ Status: - AtkinsRealis was retained to assist with the project July 2, 2026
- Design and bid document preparation is in progress

Budget: \$191,000 - Silver Springs GID Sewer Fund 634
\$0 - Project cost to date

Change Orders:
Notes:

Project Update August 20, 2026

The left photograph displays three large, industrial-grade AERZEN Delta Hybrid digester blowers. They are grey with blue accents and are mounted on a concrete base. The right photograph shows a new sequencing batch reactor (SBR) tank, which is a large, circular concrete structure. A large metal pipe is visible, and a worker is standing on a platform near the tank.

Schedule/ Status:	- Construction began	Oct 2, 2023
	- Original contractual completion (24 months)	Sept 2025
	- Revised completion	April 17, 2026
	- Project is substantially completed.	
	- Punch list items are being addressed	

298

Change Orders:**Approved \$**

Construction (RDC)	WCD 001 - Dismantling joint (Quantity/Supply change)	(\$2,580)
	WCD 002 - EQ Pump Station Relocation (underground conduits and structures)	\$32,520
	WCD 003 - 12" Emergency Pond Tie-in (underground pipes)	\$5,929
	WCD 004 - Scum Valves addition (Added to scope)	\$45,957
	WCD 005 - Emergency pond Rip Rap (Quantity change)	(\$3,780)
	WCD 006 - 6" SN pipe support	\$1,533
	WCD 007 - Screw press filtrate	\$4,136
	WCD 008 - 24" SE and 12" ALP reroute (underground conflicts)	\$265,247
	WCD 009 - 12" CSE and 4" DSE HTWax	\$56,625
	WCD 010 - 10" RS Slurry	\$2,390
	WCD 011 - Blower VFD Diagram	(\$4,100)
	WCD 012 - 10" ALP SST	\$9,386
	WCD 013 - Aeration pipe	\$16,554
	WCD 014 - Engineering trailer	(\$2,517)
	WCD 015 - Scum Walls (added to scope)	\$68,938
	WCD 016 - Time extension and Engineering Fees Savings	(\$68,692)
	WCD 017 - Digester FVNR	\$898
	WCD 018 - Float Bracket Assembly	\$3,376
	WCD 019 - Digester ALP Wrap	\$20,796
	WCD 020 - Digester Relief Valve	\$3,554
	WCD 021 - Conduit Exploration	\$2,607
	WCD 022 - Digester Decanters	\$12,294
	WCD 024 - Extra Asphalt Paving	\$9,715
	Total approved changes	\$480,786
	Total completed changes	\$478,380

Notes:

Project: Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2
(Construction)



Description: Phase 2 of the sewer project includes replacement of the existing 8-inch Asbestos Concrete (AC) pipe with 12-inch PVC pipe between the manhole east of Sinclair Gas Station and the manhole across the post office (about 1,800 linear foot).

Schedule/Status:

Construction Notice to Proceed	March 30, 2026
Substantial completion - contractual	August 20, 2026
Final completion - Contractual	September 19, 2026
- Construction progress is satisfactory - 6 extra days approved for the change orders	
- About a month of delay expected due to some construction challenges and modifications to the project	

Budget:

Construction (MKD)	
Construction contract	\$6.03 MM
Contractor payment to date	\$2.75 MM
Contingency fund	\$0.50 MM
Contingency fund for change order - approved	\$85,417
Contingency fund for change order - paid	\$19,700
(see details below and Appendix B)	
Construction Management (Lumos)	
Total fees	\$451,000
Spent as of June 2026	\$269,000

Change Orders:**Approved \$**

Construction (MKD)	WCD 1 - Tree removal	\$2,000
	WCD 2 - RFI 1, 4, 5 and 7	\$61,291
	WCD 3 - Water valve	\$22,126
	Total approved changes	\$85,417
	Total completed changes	\$19,700

Change Orders:**Notes:**

Appendix A

Lyon County Utilities Rolling ‘A’ Wastewater Treatment Facility – Phase 4 Expansion

Project Cost Summary and Work Change Directives (WCD)

Application and Certificate For Payment

Page 1

To Owner: Lyon County Utilities 34 Lakes Blvd Dayton, NV 89403 From (Contractor): Resource Development Company 1050 Linda Way Sparks, NV 89431 Phone: (775) 356-8004	Project: Lyon Co. Rolling A WWTP 1165 Ferretto Pkwy Dayton, NV 89403 Contractor Job Number: 23-026-A Via (Architect): Contract For:	Application No: 30 Date: 04/01/2026 Period To: 04/01/26 Architect's Project No: Contract Date:
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Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number	Date Approved	
Change orders approved this month		
Totals		
Net change by change orders		

The undersigned Contractor certifies, to the best of its knowledge, the following:

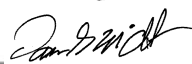
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with Contract Documents and is not defective.

CONTRACTOR:  DATE: 04/01/2026

Original contract sum	19,990,000.00
Net change by change orders	0.00
Contract sum to date	19,990,000.00
Total completed and stored to date	18,594,875.15
Retainage	
2.5% of total contract	499,750.00
0.0% of stored material	0.00
Total retainage	499,750.00
Total earned less retainage	18,095,125.15
Less previous certificates of payment	18,019,816.15
0.000% of taxable amount	0.00
Current sales tax	0.00

Current payment due	75,309.00
Balance to finish, including retainage	1,894,874.85

Payment of \$ 75,309.00 is recommended by the Engineer of Record:



Date: 4/17/2026

Payment of \$ _____ is approved by owner:

Date: _____

Approved by Funding or Financing Equity:

Date: _____

Application and Certificate For Payment -- page 2

To Owner: Lyon County Utilities
 From (Contractor): Resource Development Company
 Project: Lyon Co. Rolling A WWTP

Application No: 30 Date: 04/01/26 Period To: 04/01/26
 Contractor's Job Number: 23-026-A
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
01 Mobilization														
100	Mobilization	0.0000	.000	LS	990,000.00	100.00 %	990,000.00	0.00 %	0.00	100.00 %	990,000.00	100.0	26,606.92	
101	Bond & Insurance Premium	0.0000	.000	LS	195,000.00	100.00 %	195,000.00	0.00 %	0.00	100.00 %	195,000.00	100.0	5,240.76	
102	TF- Job Trailers	0.0000	.000	LS	68,500.00	100.00 %	68,500.00	0.00 %	0.00	100.00 %	68,500.00	100.0	1,840.98	
103	SWPPP - BMP's	0.0000	.000	LS	55,000.00	100.00 %	55,000.00	0.00 %	0.00	100.00 %	55,000.00	100.0	1,478.16	
Total Mobilization					1,308,500.00		1,308,500.00		0.00		1,308,500.00		35,166.82	
02 SBR 1&2 Site Prep (Area 40)														
104	Dewatering - SBR 1&2 Area 40	0.0000	.000	LS	180,000.00	100.00 %	180,000.00	0.00 %	0.00	100.00 %	180,000.00	100.0	4,837.62	
105	Clear and Grub - SBR 1&2 Area 40	0.0000	.000	LS	24,000.00	100.00 %	24,000.00	0.00 %	0.00	100.00 %	24,000.00	100.0	645.02	
106	Cut / Fill - SBR 1&2 Area 40	0.0000	.000	LS	571,000.00	100.00 %	571,000.00	0.00 %	0.00	100.00 %	571,000.00	100.0	15,346.01	
107	Subgrade Stabilization - SBR 1 Area 40	0.0000	.000	LS	422,000.00	100.00 %	422,000.00	0.00 %	0.00	100.00 %	422,000.00	100.0	11,341.54	
108	Finish Grade - SBR1&2 Area 40	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,182.53	
Total SBR 1&2 Site Prep (Area 40)					1,241,000.00		1,241,000.00		0.00		1,241,000.00		33,352.72	
03 SBR 1&2 - Foundation (Area 40)														
109	Deliver Handrail Area 40	0.0000	.000	LS	56,500.00	100.00 %	56,500.00	0.00 %	0.00	100.00 %	56,500.00	100.0	1,518.48	
110	SBR Mat Foundation Slab Area 40	0.0000	.000	LS	2,074,000.00	100.00 %	2,074,000.00	0.00 %	0.00	100.00 %	2,074,000.00	100.0	55,740.16	
111	SBR Wall Pours Area 40	0.0000	.000	LS	1,978,000.00	100.00 %	1,978,000.00	0.00 %	0.00	100.00 %	1,978,000.00	100.0	53,160.10	
112	Handrail Area 40	0.0000	.000	LS	78,000.00	100.00 %	78,000.00	0.00 %	0.00	100.00 %	78,000.00	100.0	2,096.30	
113	SBR Cat-Walks Area 40	0.0000	.000	LS	355,000.00	100.00 %	355,000.00	0.00 %	0.00	100.00 %	355,000.00	100.0	9,540.87	
114	Backfill Area 40	0.0000	.000	LS	105,000.00	100.00 %	105,000.00	0.00 %	0.00	100.00 %	105,000.00	100.0	2,821.95	
Total SBR 1&2 - Foundation (Area 40)					4,646,500.00		4,646,500.00		0.00		4,646,500.00		124,877.86	
04 SBR 1&2 - Mech. Piping														
115	Deliver Sanitaire Equipment Area 40	0.0000	.000	LS	1,213,000.00	100.00 %	1,213,000.00	0.00 %	0.00	100.00 %	1,213,000.00	100.0	32,600.20	
116	Deliver Pipe Supports Area 40	0.0000	.000	LS	132,000.00	100.00 %	132,000.00	0.00 %	0.00	100.00 %	132,000.00	100.0	3,547.59	
117	Stainless Piping - SBR 1&2 Area 40	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	752.52	
118	WAS Pumps - SBR 1&2 Area 40	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	752.52	
119	Mixers - SB1&2 Area 40	0.0000	.000	LS	17,000.00	100.00 %	17,000.00	0.00 %	0.00	100.00 %	17,000.00	100.0	456.89	
120	Mechanical Piping - Phase 1 Area 40	0.0000	.000	LS	102,000.00	100.00 %	102,000.00	0.00 %	0.00	100.00 %	102,000.00	100.0	2,741.32	
121	Mechanical Piping - Phase 2 Area 40	0.0000	.000	LS	102,000.00	100.00 %	102,000.00	0.00 %	0.00	100.00 %	102,000.00	100.0	2,741.32	
Total SBR 1&2 - Mech. Piping					1,622,000.00		1,622,000.00		0.00		1,622,000.00		43,592.36	

Application and Certificate For Payment -- page 3

To Owner: Lyon County Utilities
 From (Contractor): Resource Development Company
 Project: Lyon Co. Rolling A WWTP

Application No: 30 Date: 04/01/26 Period To: 04/01/26
 Contractor's Job Number: 23-026-A
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
05 SBR 1&2 - Electrical														
122	Electrical SBR 1&2 Area 40	0.0000	.000	LS	338,000.00	100.00 %	338,000.00	0.00 %	0.00	100.00 %	338,000.00	100.0	9,083.98	
Total SBR 1&2 - Electrical					338,000.00		338,000.00		0.00		338,000.00		9,083.98	
06 SBR 1&2 - Final Finishes														
123	Buoy / Hose Rack Area 40	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	564.39	
124	Grating - SBR 1&2 Area 40	0.0000	.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	349.38	
Total SBR 1&2 - Final Finishes					34,000.00		34,000.00		0.00		34,000.00		913.77	
07 SBR 1&2 - Yard Piping(Outside)														
125	Deliver Western Nevada Supply Pipe Material	0.0000	.000	LS	2,034,000.00	100.00 %	2,034,000.00	0.00 %	0.00	100.00 %	2,034,000.00	100.0	54,665.13	
126	Yard Piping North - 1" Service	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	107.50	
127	Yard Piping North - 1.5" Drain	0.0000	.000	LS	4,500.00	100.00 %	4,500.00	0.00 %	0.00	100.00 %	4,500.00	100.0	120.94	
128	Yard Piping North - 4" 3W	0.0000	.000	LS	30,000.00	100.00 %	30,000.00	0.00 %	0.00	100.00 %	30,000.00	100.0	806.27	
129	Yard Piping North - 4" WAS	0.0000	.000	LS	63,000.00	100.00 %	63,000.00	0.00 %	0.00	100.00 %	63,000.00	100.0	1,693.17	
130	Yard Piping North - 6" Drain	0.0000	.000	LS	46,000.00	100.00 %	46,000.00	0.00 %	0.00	100.00 %	46,000.00	100.0	1,236.28	
131	Yard Piping North - 10" Raw	0.0000	.000	LS	55,000.00	100.00 %	55,000.00	0.00 %	0.00	100.00 %	55,000.00	100.0	1,478.16	
132	Yard Piping North - 12" ALP	0.0000	.000	LS	36,000.00	100.00 %	36,000.00	0.00 %	0.00	100.00 %	36,000.00	100.0	967.52	
133	Yard Piping North - 24" SE	0.0000	.000	LS	34,000.00	100.00 %	34,000.00	0.00 %	0.00	100.00 %	34,000.00	100.0	913.77	
134	Yard Piping South - 4" WAS	0.0000	.000	LS	56,000.00	100.00 %	56,000.00	0.00 %	0.00	100.00 %	56,000.00	100.0	1,505.04	
135	Yard Piping South - 4" 3W	0.0000	.000	LS	6,000.00	100.00 %	6,000.00	0.00 %	0.00	100.00 %	6,000.00	100.0	161.25	
136	Yard Piping South - 6" Superna Supernatant	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	779.39	
137	Yard Piping South - 8" Raw	0.0000	.000	LS	22,000.00	100.00 %	22,000.00	0.00 %	0.00	100.00 %	22,000.00	100.0	591.26	
138	Yard Piping South - 8" ALP	0.0000	.000	LS	27,000.00	60.00 %	16,200.00	40.00 %	10,800.00	100.00 %	27,000.00	100.0	725.64	
139	Yard Piping South - 8" WAS	0.0000	.000	LS	3,000.00	100.00 %	3,000.00	0.00 %	0.00	100.00 %	3,000.00	100.0	80.63	
140	Yard Piping South - 10" RAW	0.0000	.000	LS	66,000.00	100.00 %	66,000.00	0.00 %	0.00	100.00 %	66,000.00	100.0	1,773.79	
141	Yard Piping South - 12" ALP	0.0000	.000	LS	30,000.00	60.00 %	18,000.00	40.00 %	12,000.00	100.00 %	30,000.00	100.0	806.27	
142	Yard Piping East - 6" Supernat Supernatant	0.0000	.000	LS	12,000.00	100.00 %	12,000.00	0.00 %	0.00	100.00 %	12,000.00	100.0	322.51	
143	Yard Piping East - 12" Raw	0.0000	.000	LS	59,000.00	100.00 %	59,000.00	0.00 %	0.00	100.00 %	59,000.00	100.0	1,585.67	
144	24" Secondary Eff Tie-in	0.0000	.000	LS	20,000.00	100.00 %	20,000.00	0.00 %	0.00	100.00 %	20,000.00	100.0	537.51	
Total SBR 1&2 - Yard Piping(Outside)					2,636,500.00		2,613,700.00		22,800.00		2,636,500.00		70,857.70	
08 Pump Station (Area 32)														
145	Deliver Splitter Feed Area 32	0.0000	.000	LS	222,500.00	100.00 %	222,500.00	0.00 %	0.00	100.00 %	222,500.00	100.0	5,979.84	

Application and Certificate For Payment -- page 4

To Owner: Lyon County Utilities
 From (Contractor): Resource Development Company
 Project: Lyon Co. Rolling A WWTP

Application No: 30 Date: 04/01/26 Period To: 04/01/26
 Contractor's Job Number: 23-026-A
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
146	Subgrade - Pump Station Area 32	0.0000	.000	LS	37,000.00	100.00 %	37,000.00	0.00 %	0.00	100.00 %	37,000.00	100.0	994.40	
147	Under Slab Piping - Pump Stati Area 32	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	779.39	
148	Install Underground Conduit Area 32	0.0000	.000	LS	14,000.00	100.00 %	14,000.00	0.00 %	0.00	100.00 %	14,000.00	100.0	376.26	
149	FPS Pump Station Concrete & Re Rebar. Area 32.	0.0000	.000	LS	369,000.00	100.00 %	369,000.00	0.00 %	0.00	100.00 %	369,000.00	100.0	9,917.13	
150	Waterproofing Pump Station Area 32	0.0000	.000	LS	11,500.00	100.00 %	11,500.00	0.00 %	0.00	100.00 %	11,500.00	100.0	309.07	
151	Set Mixing & Splitter Pumps Area 32	0.0000	.000	LS	23,000.00	100.00 %	23,000.00	0.00 %	0.00	100.00 %	23,000.00	100.0	618.14	
152	Building CMU - Pump Station Area 32	0.0000	.000	LS	105,000.00	100.00 %	105,000.00	0.00 %	0.00	100.00 %	105,000.00	100.0	2,821.95	
153	Roofing - Pump Station Area 32	0.0000	.000	LS	245,500.00	100.00 %	245,500.00	0.00 %	0.00	100.00 %	245,500.00	100.0	6,597.98	
154	HVAC - Pump Station Area 32	0.0000	.000	LS	65,000.00	100.00 %	65,000.00	0.00 %	0.00	100.00 %	65,000.00	100.0	1,746.92	
155	Mechanical - Pump Station Area 32	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	940.65	
156	Paint & Coating - Pump Station Area 32	0.0000	.000	LS	25,000.00	100.00 %	25,000.00	0.00 %	0.00	100.00 %	25,000.00	100.0	671.89	
157	Electrical - Pump Station Area 32	0.0000	.000	LS	233,000.00	100.00 %	233,000.00	0.00 %	0.00	100.00 %	233,000.00	100.0	6,262.03	
Total Pump Station (Area 32)					1,414,500.00		1,414,500.00		0.00		1,414,500.00		38,015.65	
09 Solids Handling Building														
158	Deliver Screw Press Area 80	0.0000	.000	LS	610,000.00	90.00 %	549,000.00	0.00 %	0.00	90.00 %	549,000.00	90.0	14,754.75	
159	Install Screw Press - Solids H Area 80	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	779.39	
160	Solids Handling 3" DS Connecti Area 80	0.0000	.000	LS	9,500.00	100.00 %	9,500.00	0.00 %	0.00	100.00 %	9,500.00	100.0	255.32	
161	Electrical - Solid Handling Area 80	0.0000	.000	LS	9,000.00	100.00 %	9,000.00	0.00 %	0.00	100.00 %	9,000.00	100.0	241.88	
Total Solids Handling Building					657,500.00		596,500.00		0.00		596,500.00		16,031.34	
10 Emergency Pond														
162	Demo Pond Sludge Lagoon Area 15	0.0000	.000	LS	172,000.00	100.00 %	172,000.00	0.00 %	0.00	100.00 %	172,000.00	100.0	4,622.62	
163	Cut/Fill - Emergency Pond Area 15	0.0000	.000	LS	1,245,000.00	100.00 %	1,245,000.00	0.00 %	0.00	100.00 %	1,245,000.00	100.0	33,460.22	
164	Piping/Manhole - Emergency Pon Area 15	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,182.53	
165	Finish Grade - Emergency Pond Area 15	0.0000	.000	LS	71,000.00	100.00 %	71,000.00	0.00 %	0.00	100.00 %	71,000.00	100.0	1,908.17	
166	Appurtenances - Emergency Pond Area 15	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	564.39	
167	Pond Lining - Emergency Pond Area 15	0.0000	.000	LS	95,000.00	100.00 %	95,000.00	0.00 %	0.00	100.00 %	95,000.00	100.0	2,553.19	
168	Electrical - Emergency Pond Area 15	0.0000	.000	LS	7,500.00	100.00 %	7,500.00	0.00 %	0.00	100.00 %	7,500.00	100.0	201.57	
Total Emergency Pond					1,655,500.00		1,655,500.00		0.00		1,655,500.00		44,492.69	
11 Electrical - Headworks Elec Ro														

Application and Certificate For Payment -- page 5

To Owner: Lyon County Utilities
 From (Contractor): Resource Development Company
 Project: Lyon Co. Rolling A WWTP

Application No: 30 Date: 04/01/26 Period To: 04/01/26
 Contractor's Job Number: 23-026-A
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
169	Electrical - Head Works Room Area 20	0.0000	.000	LS	200,000.00	100.00 %	200,000.00	0.00 %	0.00	100.00 %	200,000.00	100.0	5,375.14	
Total Electrical - Headworks Elec Ro					200,000.00		200,000.00		0.00		200,000.00		5,375.14	
12 Flow Splitter & Meter Vault														
170	Deliver Jensen Precast Materia Area 25	0.0000	.000	LS	46,500.00	100.00 %	46,500.00	0.00 %	0.00	100.00 %	46,500.00	100.0	1,249.72	
171	Piping / Excavation - Flow Spl Area 25	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,182.53	
172	FPS - Concrete - Flow Splitter Area 25	0.0000	.000	LS	134,000.00	100.00 %	134,000.00	0.00 %	0.00	100.00 %	134,000.00	100.0	3,601.34	
173	Weir - Flow Splitter Area 25	0.0000	.000	LS	12,000.00	100.00 %	12,000.00	0.00 %	0.00	100.00 %	12,000.00	100.0	322.51	
174	Grating - Flow Splitter Area 25	0.0000	.000	LS	16,000.00	100.00 %	16,000.00	0.00 %	0.00	100.00 %	16,000.00	100.0	430.01	
175	Set Meter Vaults Area 25	0.0000	.000	LS	5,500.00	100.00 %	5,500.00	0.00 %	0.00	100.00 %	5,500.00	100.0	147.82	
176	Flow Meter Install Area 25	0.0000	.000	LS	125,000.00	100.00 %	124,994.30	0.00 %	0.00	100.00 %	124,994.30	100.0	3,359.31	
211	Electrical - Flow Splitter Area 25	0.0000	.000	LS	16,000.00	100.00 %	16,000.00	0.00 %	0.00	100.00 %	16,000.00	100.0	430.01	
Total Flow Splitter & Meter Vault					399,000.00		398,994.30		0.00		398,994.30		10,723.25	
13 SBR5 / Equalization Basin														
177	Deliver Aeration Injection Ski Area 30	0.0000	.000	LS	69,500.00	100.00 %	69,500.00	0.00 %	0.00	100.00 %	69,500.00	100.0	1,867.86	
178	SBR5 Demo Piping Area 30	0.0000	.000	LS	26,000.00	100.00 %	26,000.00	0.00 %	0.00	100.00 %	26,000.00	100.0	698.77	
179	SBR5 Demo Concrete Area 30	0.0000	.000	LS	65,000.00	100.00 %	65,000.00	0.00 %	0.00	100.00 %	65,000.00	100.0	1,746.92	
180	Piping - EQ Basin Area 30	0.0000	.000	LS	48,000.00	100.00 %	48,000.00	0.00 %	0.00	100.00 %	48,000.00	100.0	1,290.03	
181	Install Venturi Skid - EQ Basi Area 30	0.0000	.000	LS	24,000.00	100.00 %	24,000.00	0.00 %	0.00	100.00 %	24,000.00	100.0	645.02	
182	Electrical - Equalization Basi Area 30	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	940.65	
Total SBR5 / Equalization Basin					267,500.00		267,500.00		0.00		267,500.00		7,189.25	
14 SBR 1A/B & 2 - Digester Retrof														
183	Deliver Sanitaire Equipment Area 70	0.0000	.000	LS	400,000.00	100.00 %	400,000.00	0.00 %	0.00	100.00 %	400,000.00	100.0	10,750.27	
184	Demo Piping & Equipment Area 70	0.0000	.000	LS	48,000.00	100.00 %	48,000.00	0.00 %	0.00	100.00 %	48,000.00	100.0	1,290.03	
185	Demo Concrete - SBR 1A/B & 2 Area 70	0.0000	.000	LS	95,000.00	100.00 %	95,000.00	0.00 %	0.00	100.00 %	95,000.00	100.0	2,553.19	
186	SS Piping - Digesters 1&2 Area 70	0.0000	.000	LS	3,000.00	100.00 %	3,000.00	0.00 %	0.00	100.00 %	3,000.00	100.0	80.63	
187	Stainless Aeration - Digesters Area 70	0.0000	.000	LS	60,000.00	60.00 %	36,000.00	40.00 %	24,000.00	100.00 %	60,000.00	100.0	1,612.54	
188	DS Pumps - Digesters 1&2 Area 70	0.0000	.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	349.38	
189	Electrical - Digesters 1&2 Area 70	0.0000	.000	LS	172,000.00	100.00 %	172,000.00	0.00 %	0.00	100.00 %	172,000.00	100.0	4,622.62	
190	Waste Mixers - Digesters 1&2 Area 70	0.0000	.000	LS	22,000.00	100.00 %	22,000.00	0.00 %	0.00	100.00 %	22,000.00	100.0	591.26	
191	Handrail - Digesters 1&2 (2.1) Area 70	0.0000	.000	LS	18,000.00	100.00 %	18,000.00	0.00 %	0.00	100.00 %	18,000.00	100.0	483.76	

Application and Certificate For Payment -- page 6

To Owner: Lyon County Utilities
 From (Contractor): Resource Development Company
 Project: Lyon Co. Rolling A WWTP

Application No: 30 Date: 04/01/26 Period To: 04/01/26
 Contractor's Job Number: 23-026-A
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
Total SBR 1A/B & 2 - Digester Retrof					831,000.00		807,000.00		24,000.00		831,000.00		22,333.68	
15 Operations Building														
192	Deliver Sanitaire Blowers Area 75	0.0000	.000	LS	400,000.00	100.00 %	400,000.00	0.00 %	0.00	100.00 %	400,000.00	100.0	10,750.27	
193	Demo Blowers / Pipe - Ops Bldg Area 75	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	564.39	
194	Blower Install - Ops Bldg Area 75	0.0000	.000	LS	24,000.00	100.00 %	24,000.00	0.00 %	0.00	100.00 %	24,000.00	100.0	645.02	
195	Piping - Ops Bldg Area 75	0.0000	.000	LS	18,000.00	100.00 %	18,000.00	0.00 %	0.00	100.00 %	18,000.00	100.0	483.76	
196	Electrical - Ops Bldg Area 75	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	752.52	
Total Operations Building					491,000.00		491,000.00		0.00		491,000.00		13,195.96	
16 SBR 3&4 - Upgrade & Decommissi														
197	Demo Mechanical - SBR 3 Area 45 & 46	0.0000	.000	LS	49,500.00	100.00 %	49,500.00	0.00 %	0.00	100.00 %	49,500.00	100.0	1,330.35	
198	Demo Conc & Railing - SBR 3 Area 45 & 46	0.0000	.000	LS	82,000.00	100.00 %	82,000.00	0.00 %	0.00	100.00 %	82,000.00	100.0	2,203.81	
199	Process Piping - SBR 3 Area 45 & 46	0.0000	.000	LS	7,000.00	100.00 %	7,000.00	0.00 %	0.00	100.00 %	7,000.00	100.0	188.13	
200	Stainless Piping - SBR 3 Area 45 & 46	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	107.50	
201	WAS Pump & Connections - SBR3 Area 45 & 46	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	107.50	
202	Demo Mechanical - SBR 4 Area 45 & 46	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	940.65	
203	Demo Conc & Railing - SBR 4 Area 45 & 46	0.0000	.000	LS	84,000.00	100.00 %	84,000.00	0.00 %	0.00	100.00 %	84,000.00	100.0	2,257.56	
204	Process Piping - SBR 4 Area 45 & 46	0.0000	.000	LS	7,000.00	100.00 %	7,000.00	0.00 %	0.00	100.00 %	7,000.00	100.0	188.13	
205	Stainless Piping - SBR 4 Area 45 & 46	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	107.50	
206	WAS Pump & Connections - SBR 4 Area 45 & 46	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	107.50	
207	SW - Fence Area 45 & 46	0.0000	.000	LS	42,000.00	100.00 %	42,000.00	0.00 %	0.00	100.00 %	42,000.00	100.0	1,128.78	
Total SBR 3&4 - Upgrade & Decommissi					322,500.00		322,500.00		0.00		322,500.00		8,667.41	
17 Project Closeout														
208	Final Facility Performance Tes	0.0000	.000	LS	25,000.00	100.00 %	25,000.00	0.00 %	0.00	100.00 %	25,000.00	100.0	671.89	
209	Closeout / Final Inspections /Spare Parts & O&M	0.0000	.000	LS	10,000.00	0.00 %	0.00	20.00 %	2,000.00	20.00 %	2,000.00	20.0	53.75	
211	Demobilization	0.0000	.000	LS	90,000.00	90.00 %	81,000.00	5.00 %	4,500.00	95.00 %	85,500.00	95.0	2,297.87	
Total Project Closeout					125,000.00		106,000.00		6,500.00		112,500.00		3,023.51	
18 Force Account														
210	FORCE ACCOUNT	0.0000	.000	LS	1,319,213.55	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
WCD 02	WCD 002 - EQ Pump Station	0.0000	.000	LS	32,520.00	100.00 %	32,520.00	0.00 %	0.00	100.00 %	32,520.00	100.0	874.00	

Application and Certificate For Payment -- page 7

To Owner: Lyon County Utilities
 From (Contractor): Resource Development Company
 Project: Lyon Co. Rolling A WWTP

Application No: 30 Date: 04/01/26 Period To: 04/01/26
 Contractor's Job Number: 23-026-A
 Architect's Project No:

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						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
WCD 03	WCD 003 - EQ Pump Station	0.0000	.000	LS	5,929.00	100.00 %	5,929.00	0.00 %	0.00	100.00 %	5,929.00	100.0	159.35	
WCD 04	WCD 004 - Scum Valves	0.0000	.000	LS	45,957.00	100.00 %	45,957.00	0.00 %	0.00	100.00 %	45,957.00	100.0	1,235.13	
WCD 05	WCD 005 - Rip Rap	0.0000	.000	LS	-3,780.00	100.00 %	-3,780.00	0.00 %	0.00	100.00 %	-3,780.00	100.0	-101.59	
WCD 06	6" SN Pipe Support	0.0000	.000	LS	1,533.00	100.00 %	1,533.00	0.00 %	0.00	100.00 %	1,533.00	100.0	41.20	
WCD 07	WCD 007 - Screw Press Filtrate	0.0000	.000	LS	4,136.00	50.00 %	2,068.00	0.00 %	0.00	50.00 %	2,068.00	50.0	55.58	
WCD 08	WCD 008 - 24" SE & 12" ALP Re-	0.0000	.000	LS	265,247.00	100.00 %	265,247.00	0.00 %	0.00	100.00 %	265,247.00	100.0	7,128.69	
WCD 09	WCD 009 - 12" CSE_4" DS_HTWax	0.0000	.000	LS	56,625.00	100.00 %	56,625.00	0.00 %	0.00	100.00 %	56,625.00	100.0	1,521.84	
WCD 10	WCD 010 - 10" RS Slurry	0.0000	.000	LS	2,390.00	100.00 %	2,390.00	0.00 %	0.00	100.00 %	2,390.00	100.0	64.23	
WCD 11	WCD 011 - Blower VFD Diagram	0.0000	.000	LS	-4,100.00	100.00 %	-4,100.00	0.00 %	0.00	100.00 %	-4,100.00	100.0	-110.19	
WCD 12	WCD 012 - 10" ALP SST	0.0000	.000	LS	9,386.45	100.00 %	9,386.45	0.00 %	0.00	100.00 %	9,386.45	100.0	252.27	
WCD 13	WCD 013 - Aeration Piping	0.0000	.000	LS	16,554.00	100.00 %	16,554.00	0.00 %	0.00	100.00 %	16,554.00	100.0	444.90	
WCD 14	WCD 014 - Engineering Trailer	0.0000	.000	LS	-2,517.00	100.00 %	-2,517.00	0.00 %	0.00	100.00 %	-2,517.00	100.0	-67.65	
WCD 15	WCD 015 - Scum Walls	0.0000	.000	LS	68,938.00	100.00 %	68,938.00	0.00 %	0.00	100.00 %	68,938.00	100.0	1,852.76	
WCD 16	WCD 016 - TIME EXT & ENG SVC	0.0000	.000	LS	-68,692.00	100.00 %	-68,692.00	0.00 %	0.00	100.00 %	-68,692.00	100.0	-1,846.14	
WCD 17	WCD 017 - DIGESTER FVNRs	0.0000	.000	LS	898.00	100.00 %	898.00	0.00 %	0.00	100.00 %	898.00	100.0	24.13	
WCD 18	WCD 018 - Float Bracket Assemb	0.0000	.000	LS	3,376.00	90.00 %	3,038.40	0.00 %	0.00	90.00 %	3,038.40	90.0	81.66	
WCD 19	WCD 019 - Digester ALP Wrap	0.0000	.000	LS	20,796.00	100.00 %	20,796.00	0.00 %	0.00	100.00 %	20,796.00	100.0	558.91	
WCD 20	WCD 020 - Digester Relief Valv	0.0000	.000	LS	3,554.00	100.00 %	3,554.00	0.00 %	0.00	100.00 %	3,554.00	100.0	95.52	
WCD 21	WCD 021 - Conduit Exploration	0.0000	.000	LS	2,607.00	100.00 %	2,607.00	0.00 %	0.00	100.00 %	2,607.00	100.0	70.06	
WCD 22	WCD 22 - Digester Decanters	0.0000	.000	LS	12,294.00	0.00 %	0.00	100.00 %	12,294.00	100.00 %	12,294.00	100.0	330.41	
WCD 24	WCD 24 - Extra Asphalt Paving	0.0000	.000	LS	9,715.00	0.00 %	0.00	100.00 %	9,715.00	100.00 %	9,715.00	100.0	261.10	
WCD01	WCD 001 - Dismantling Joint Cr	0.0000	.000	LS	-2,580.00	100.00 %	-2,580.00	0.00 %	0.00	100.00 %	-2,580.00	100.0	-69.26	
Total Force Account					1,800,000.00		456,371.85		22,009.00		478,380.85		12,856.91	
Application Total					19,990,000.00		18,519,566.15		75,309.00		18,594,875.15		499,750.00	



Work Change Directive (WCD)

Work Change Directive No. 01

Owner: Lyon County Utilities	Issuance Date: 08/30/23
Engineer: DOWL	Effective Date: 08/30/23
Contractor: Farr Construction Corp. dba Resource Development Company	Project Name: Rolling 'A' WWTF Phase 4 Expansion Project
	DOWL Project No.: 2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

The County has a 12" Dismantling Joint that will be provided to the Contractor. Contractor is providing a credit for the material price in the amount of **\$2,580.00**.

The credit will be applied to Bid Item 2 (Force Account). The remaining balance of Bid Item 2 is \$1,802,580.

Document References:

Plan Sheet: _____

Specification No: _____

Attachments: Change Order Request (Credit) with supplier price quote dated 06/02/2023 from RDC.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☒ Unit Price
- ☐ Lump Sum
- ☐ Time & Materials
- ☐ Other: _____

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☐ Engineer's Records
- ☐ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None

Ready for Final Payment (days): None

RECOMMENDED:

By: _____

Damon McAlister, PE
(DOWL)

ACCEPTED:

By: _____

Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: _____

David M. Bruketta
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 8/30/23

Date: 8/31/23

Date: 12/6/2023



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Tuesday, September 12, 2023

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A
Mr. Bruketta,

RDC would like to present a credit regarding the 12" DJ400 Dismantling Joint.

Bid Item No.	Description	COR Amount
	WNS - 12" DJ400 Dismantling Joint	-\$2,580.00
		\$ -

Original Contract Amount	\$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$	-
Force Account Balance:	\$	1,800,000.00
Revised Contract Amount per Previous Change Orders	\$	1,800,000.00
Contract Change per this COR		-\$2,580.00
Revised Contract Amount per this COR	\$	1,802,580.00

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 9/12/2023



Work Change Directive (WCD)

Work Change Directive No. 02

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	01/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Contractor encountered a conflict with the existing electrical duct bank (concrete encased) and the Equalization Pump Station (EQ PS) foundation. This is considered an unforeseen condition, as the duct bank was not per the Phase 3 Record Drawings. To mitigate the conflict, the EQ PS is relocated to the north by 3-ft. In addition, the mechanical piping between the EQ PS and the Equalization Basin (EQ Basin) was revised to avoid the electrical duct bank, including revisions to the mechanical piping within the EQ PS. The cost increase of the design change amounts to **\$32,520.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,770,060**.

Document References:

Plan Sheet: 10-C2.02; 30-M2.01; 30-M3.01&4.01; 32-M4.01&4.03 Specification No: _____

Attachments:

- Price quote and cost breakdown (Change Order Request #4) from RDC.
- RFI #032 – EQ Pump Station Utilities.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

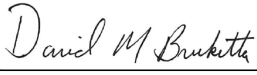
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 02/01/24

Date: 2/2/24

Date: 2/7/2024



**FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY**

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, January 26, 2024
COR No. : 4

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A
Mr. Bruketta,

RDC would like to present a potential change request regarding the Pump Station Plan adjustments within the RFI #032 response. The work included in this change consist of the following: (a) Re-grade to accommodate the raised pipe elevation from the original center line of 4281.50 (12" RS & 10" RS) to the center line elevations of 4282.10 (10" RS) and 4282.20 (12" RS), as indicated on RFI sheet 32-M4.01 (b) Addition of 1.25 feet of fill placement on the exterior west side of the building (c) Piping material adjustments shown on RFI sheet 32-M4.01 (d) Survey Re-stake due to the 3' building shift

Bid Item No.	Description	COR Amount
	RDC - Pump Station Adjustments - RFI #032	\$32,520.00

	Original Contract Amount	\$ 19,990,000.00
	Contract Changes Made by Previous Contract Change Orders	\$ 2,580.00
	Force Account Balance:	\$ 1,800,000.00
	Revised Force Account Amount per Previous Change Orders	\$ 1,802,580.00
	Force Account Change per this COR	\$32,520.00
	Revised Force Account Amount per this COR	\$ 1,770,060.00

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 1/26/2024



Work Change Directive (WCD)

Work Change Directive No. 03

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	11/29/23
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Sheet 10-C2.03 called for a connection (12" Headworks Bypass Connection Detail) to an existing 12" wye fitting downstream of the Influent Pump Station. Contractor potholed the connection and found that the existing wye is 12"x8". The 12" gate valve and fittings for the connection had to be revised to 8". The cost increase of the change amounts to **\$5,929.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,764,131.00**.

Document References:

Plan Sheet: 10-C2.03 Specification No: _____

Attachments:

- Price quote and cost breakdown (Change Order Request #5) from RDC.
- RFI #038 – Emergency Pond 12-inch Tie-in.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

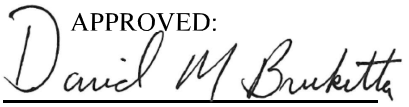
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Date: 02/01/24

Title: Project Manager

Date: 2/2/24

Title: Utilities Director

Date: 2/7/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Friday, January 26, 2024

COR No. : 5

RDC would like to present a potential change request regarding the 12" Headworks Bypass Connection Detail. RDC conducted a pot hole operation to reveal the existing 12" wye. On the original plan sheet, the line is stated to be a 12" x 12" wye but on site it was verified to be a 12" x 8" wye. RFI #038 resulted in the updated plan sheet 10-C2.03. The adjustment of fittings shown in the RFI response will result in additional materials and an increase of pre-bolt up time. Please, see the attached supporting documentation as well as the change proposal pricing.

Bid Item No.	Description	COR Amount
	RDC - Emergency Pond 12" Tie-in - RFI #038	\$5,929.00

Original Contract Amount	\$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$	2,580.00
Force Account Balance:	\$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	\$	1,770,060.00
Force Account Change per this COR	\$	5,929.00
Revised Force Account Amount per this COR	\$	1,764,131.00

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 1/26/2024



Work Change Directive (WCD)

Work Change Directive No. 04

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	02/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Four scum valves were provided by Sanitaire as part of their Scope of Supply, as called for in Section 46 53 53 – Sequencing Batch Reactor. This was an error in the specifications, as the Plans and valve technical specifications did not include the installation of scum valves in the reactor basins. Rather than request a credit for the valves, the County requested that these valves be installed at new SBRs 1&2 and at existing SBRs 3&4, but only stubbed out at the reactor wall. Extension of the scum piping to the Digesters may be performed on a future project. The cost increase of the change amounts to **\$45,957.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,718,174.00**.

Document References:

Plan Sheet:	40-M2.01 & M4.01; 45-M2.01 & M4.01; 46-M2.01	Specification No:	
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Attachments:

- Price quote and cost breakdown (Change Order Request #6) from RDC.
- RFI #011 – Scum Valves.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days):	None
Ready for Final Payment (days):	None

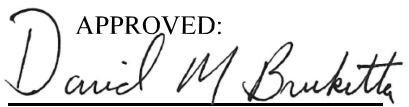
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Date: 02/01/24

Title: Project Manager

Date: 2/6/24

Title: Utilities Director

Date: 2/7/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, February 1, 2024
COR No. : 6

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A
Mr. Bruketta,

RDC would like to present a change order request regarding the Scum Valve installation determined in RFI #011. The work included in this change are the following: (1) Additional 4" pipe and pipe fittings for SBR's 1,2,3 & 4, (2) Labor to install all four valves per the revised drawings shown in RFI#011, and (3) Additional Subcontractor costs. Please, see the attached documentation.

Bid Item No.	Description	COR Amount
	RDC - Scum Valves - RFI #011	\$45,957.00

Original Contract Amount	\$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$	2,580.00
Force Account Balance:	\$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	\$	1,764,131.00
Force Account Change per this COR		\$45,957.00
Revised Force Account Amount per this COR	\$	1,718,174.00

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 2/1/2024



Work Change Directive (WCD)

Work Change Directive No. 05

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	02/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

The Contractor will be leaving the salvaged riprap from the Emergency Pond on-site instead of hauling and disposing of it off-site. A large portion of the salvaged riprap will be placed around along the pond's exterior embankment for stabilization, as called for in RFI 045. Contractor is providing a **credit** for the reduction in equipment and labor costs in the amount of **\$3,780.00**.

The credit will be applied to Bid Item 2 (Force Account). The remaining balance of Bid Item 2 is **\$1,721,954.00**.

Document References:

Plan Sheet:

Specification No:

15-C2.01

Attachments: Change Order Request (Credit) with Contractor price quote dated 01/09/2024 from RDC.
RFI 045 Emergency Riprap.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
- ☐ Lump Sum
- ☒ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☐ Engineer's Records
- ☐ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

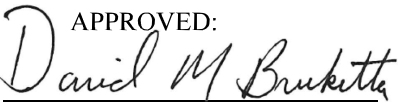
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 02/02/24

Date: 2/6/24

Date: 2/7/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Thursday, February 1, 2024

COR No. :

7

RDC would like to present a change order per below for leaving the salvaged Rip-Rap from the Emergency Pond onsite and placing some around the outlined area as in RFI #045. Please, see the attached documents for further detail.

Bid Item No.	Description	COR Amount
	RDC - Rip Rap Emergency Pond RFI#045	-\$3,780.00

Original Contract Amount	\$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$	2,580.00
Force Account Balance:	\$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	\$	1,718,174.00
Force Account Change per this COR		-\$3,780.00
Revised Force Account Amount per this COR	\$	1,721,954.00

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 2/1/2024



Work Change Directive (WCD)

Work Change Directive No. 06

Owner:	Lyon County Utilities	Issuance Date:	04/29/24
Engineer:	DOWL	Effective Date:	04/29/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Presented is the addition of a 6-inch pipe support on the SN line to prevent undue stress on the section of pipe and to reduce risk of failure or leaks. This 6-inch pipe support will be located on the Inflow Channel wall where the 6" SN drops into the channel (See Sheet 10-C4.02, Detail 1). Pipe support is a carbon steel with a HDG (Galvanized) finish. The cost increase of the change amounts to **\$1,533.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,720,421.00**.

Document References:

Plan Sheet: 10-C4.02 Specification No: _____

Attachments:

- Price quote and cost breakdown (Change Order Request #10) from RDC dated 04/19/2024.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 04/29/24

Date: 5/8/24

Date: 5/9/2024



**FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY**

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Friday, April 19, 2024

COR No. :

10

RDC would like to present a change order request for the additional pipe support on the 6" SN line. The pipe support location and size are indicated on plan sheet 10-C4.02. A 9" tall SST pipe support will be installed to prevent undue stress on the section of pipe reducing the risk of failure and leaks. Please, see the attached documentation below for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - Tristar 6" SN Pipe Support	\$1,533.00

Original Contract Amount \$ 19,990,000.00

Contract Changes Made by Previous Contract Change Orders \$ 78,046.00

Force Account Balance: \$ 1,800,000.00

Revised Force Account Amount per Previous Change Orders \$ 1,721,954.00

Force Account Change per this COR \$1,533.00

Revised Force Account Amount per this COR \$ 1,720,421.00

INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature:

Name:

Title:

Date:

By:

Garrett Queen

Date:

4/19/2024



Work Change Directive (WCD)

Work Change Directive No. 07

Owner:	Lyon County Utilities	Issuance Date:	06/12/24
Engineer:	DOWL	Effective Date:	05/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

County requested the installation of sampling ports on the filtrate discharge pipes of both the new and existing FKC screw presses. These ports will make it easier for maintenance staff to obtain filtrate samples for testing, rather than gathering samples from the collection pan on the bottom of the screw press. The cost increase of the change amounts to **\$4,136.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,716,285.00**.

Document References:

Plan Sheet: N/A Specification No: 46 76 27

Attachments:

- Price quote and cost breakdown (Change Order Request #13) from RDC dated 06/06/2024.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None

Ready for Final Payment (days): None

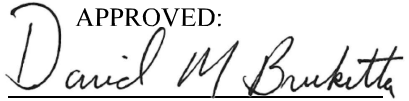
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Date: 06/12/24

Title: Project Manager

Date: 6/18/24

Title: Utilities Director

Date: 6/18/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, June 6, 2024
COR No. : 13.1

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A
Mr. Bruketta,

RDC would like to present a change order request for the addition of a 6" Filtrate Sample Port on the existing and the new screw press. This sample port includes the following: (2) 6" Slide Gates, (2) 6" Saddle Taps, and (2) Hose Bibs. Please, see the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 6" Screw Press Filtrate Sample Port	\$ 4,136.00

Original Contract Amount \$ 19,990,000.00
Contract Changes Made by Previous Contract Change Orders \$ 79,579.00
Force Account Balance: \$ 1,800,000.00
Revised Force Account Amount per Previous Change Orders \$ 1,720,421.00
Force Account Change per this COR \$4,136.00
Revised Force Account Amount per this COR \$ 1,716,285.00
INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 6/6/2024



Work Change Directive (WCD)

Work Change Directive No. **08**

Owner:	Lyon County Utilities	Issuance Date:	07/25/24
Engineer:	DOWL	Effective Date:	07/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Due to conflicts discovered during potholing the 24" Eff line was rerouted to go around the existing basins and tie in on the south side near the chlorine contact chamber. A credit is shown for the portions of the 24" Eff that were not performed while an increased cost was provided for the additional piping. The 12" ALP line was rerouted and shortened showing a credit. The increase in cost on the 12" ALP was for addition of fittings at the connection point. The materials that are unable to be returned but have been purchased shall be provided to the County. The cost increase of the change amounts to **\$265,247.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,451,038.00**.

Document References:

Plan Sheet:	10-C2.01, 10-C2.02, 10-C3.01, 10-C4.01, 35-C3.01	Specification No:	N/A
-------------	---	-------------------	-----

Attachments:

- Price quote and cost breakdown (Change Order Request #12.2) from RDC dated 07/08/2024.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None

Ready for Final Payment (days): None

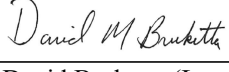
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Date: 07/25/24

Title: Project Manager

Date: 7/29/24

Title: Utilities Director

Date: 8/1/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Monday, July 8, 2024

COR No. :

12.2

RDC would like to present a change order request for the 24" Secondary Effluent Tie-in Conflict, 12" ALP Line Tie-in Conflict, and the 6" Tank Drain re-route. Please, see the attached documentation for further detail.

Bid Item No.	Description	COR Amount
N/A	RDC - 24" Secondary Effluent Tie-in Conflict	\$ 258,279.00
N/A	RDC - 12" ALP Tie-in Conflict	\$ 6,968.00
N/A		

Original Contract Amount	\$ 19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$ 79,579.00
Force Account Balance:	\$ 1,800,000.00
Revised Force Account Amount per Previous Change Orders	\$ 1,720,421.00
Force Account Change per this COR	\$265,247.00
Revised Force Account Amount per this COR	\$ 1,455,174.00

INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 7/8/2024



Work Change Directive (WCD)

Work Change Directive No. 09

Owner:	Lyon County Utilities	Issuance Date:	07/25/24
Engineer:	DOWL	Effective Date:	07/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Additional work required due to conflicts of the 12" CSE line and 4" DS lines while performing work on the west side of existing SBR's. The cost increase of the change amounts to **\$21,742.00**.

High Temp wax ALP pipe wrap for corrosion resistance. The cost increase of the change amounts to **\$34,883.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,394,413.00**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments:

- Price quote and cost breakdown (Change Order Request #14.2) from RDC dated 06/28/2024.
- Price quote and cost breakdown (Change Order Request #15) from RDC dated 06/28/2024.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:

By:
Damon McAlister, PE
(DOWL)

ACCEPTED:

By:
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By:
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 07/25/24

Date: 7/29/24

Date: 8/1/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Friday, June 28, 2024

COR No. :

14.2

RDC would like to present a change order request for the following field orders: (1) Field Order #3 - South Meter Vault Conflict (2) Field Order #4 - 12inch CSE Conflict. Please, review the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 4" DS Re-Route	\$ 5,216.00
N/A	RDC - 12" CSE Re-Route	\$ 16,526.00

Original Contract Amount \$ 19,990,000.00
Contract Changes Made by Previous Contract Change Orders \$ 83,715.00
Force Account Balance: \$ 1,800,000.00
Revised Force Account Amount per Previous Change Orders \$ 1,716,285.00
Force Account Change per this COR \$21,742.00

Revised Force Account Amount per this COR \$ 1,694,543.00

INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 6/28/2024



Work Change Directive (WCD)

Work Change Directive No. 10

Owner:	Lyon County Utilities	Issuance Date:	08/22/24
Engineer:	DOWL	Effective Date:	08/22/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Additional work required to add additional protection to the 10" RS lines between meter vault and new SBR #1 and #2. This slurry is to provide extra protection for the line with a shallow bury depth area incase heavy equipment were to travel over it. The cost increase of the change amounts to **\$2,390.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,392,023.00**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments:

- Price quote and cost breakdown (Change Order Request #16) from RDC dated 08/13/2024.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

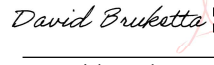
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By:  Digitally signed by David Bruketta
Date: 2024.08.23 07:46:25 -07'00'
David Bruketta (Lyon County)

Title: Project Manager

Date: 08/22/24

Title: Project Manager

Date: 8/22/24

Title: Utilities Director

Date: _____



**FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY**

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Tuesday, August 13, 2024

COR No. :

16.1

RDC would like to present a change order request to Slurry the 10" Raw Sewage line north of the northern meter vault shown on revised plan sheet 10-C2.02. Please, see the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 10" RS Slurry North Yard Piping 10-C2.02	\$ 2,390.00
N/A		
N/A		

Original Contract Amount \$ 19,990,000.00

Contract Changes Made by Previous Contract Change Orders \$ 405,587.00

Force Account Balance: \$ 1,800,000.00

Revised Force Account Amount per Previous Change Orders \$ 1,394,413.00

Force Account Change per this COR \$ 2,390.00

Revised Force Account Amount per this COR \$ 1,392,023.00

INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature: _____

Name: _____

Title: _____

Date: _____

By: Garrett Queen

Date: 8/13/2024



Work Change Directive (WCD)

Work Change Directive No. 11

Owner:	Lyon County Utilities	Issuance Date:	09/25/24
Engineer:	DOWL	Effective Date:	09/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Additional work required from the DOWL team to support the Contractor in preparing the wiring diagram for the Digester Blower VFD's. Sanitaire is not able to provide a completely assembled VFD unit, only the motor, controller parts, etc. RDC and Sanitaire have agreed to have Nelson Electric assemble the two VFDs; however, Nelson has requested that DOWL prepare the wiring diagrams and coordinate with them through the process. RDC has agreed to compensate Lyon County for the DOWL to prepare the wiring diagram and coordinate with Nelson Electric.

The contractor is providing a credit in the amounts of **\$4,100.00**.

Credit will be applied to Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,396,123.00**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments:

- Digester Blower Control Diagram

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

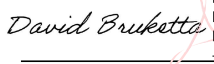
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)
Digitally signed by David Bruketta
Date: 2024.09.26 07:30:13 -07'00'

Title: Project Manager

Date: 09/25/24

Title: Project Manager

Date: 9/25/24

Title: Utilities Director

Date: _____



Work Change Directive (WCD)

Work Change Directive No. 12

Owner:	Lyon County Utilities	Issuance Date:	11/04/24
Engineer:	DOWL	Effective Date:	11/04/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Additional work required to install fittings and welding on 10-inch SS ALP to reroute around conflict with the Pre-React Zone divider wall. The extents of the additional work required are described in detail in RFI 70. The ALP was rerouted to run adjacent to the catwalk until beyond the conflict and then drop to its original design location under the catwalk.

The cost increase of the change amounts to **\$9,386.45**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,386,736.55**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments:

- PCO #018

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

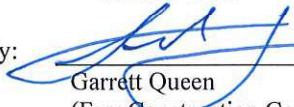
Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 11/04/24

Date: 11/5/24

Date: 11/5/2024



FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department

34 Lakes Blvd.

P.O Box 1699

Dayton, NV 89403

ATTENTION: David Bruketta

PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility

REFERENCE:

RDC JOB NO.: 23-026-A

Mr. Bruketta,

Thursday, October 24, 2024

COR No. :

18

RDC would like to present a change order request for the 10" Stainless Steel ALP for SBR Basins 1&2 shown on revised plan sheets 40-M2.01 and 40-M4.01. RDC sent RFI No. 70 requesting if a core in the pre-react wall was acceptable. The RFI No.70 response resulted in additional fittings required. Please, see the attached for further documentation.

Bid Item No.	Description	COR Amount
N/A	RDC - 10" SST ALP T&M	\$ 9,386.45
N/A		TBD
N/A		TBD

Original Contract Amount	\$ 19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$ 405,587.00
Force Account Balance:	\$ 1,800,000.00
Revised Force Account Amount per Previous Change Orders	\$ 1,394,413.00
Force Account Change per this COR	\$ 9,386.45

Revised Force Account Amount per this COR \$ 1,385,026.55

INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 10/24/2024



Work Change Directive (WCD)

Work Change Directive No. 13

Owner:	Lyon County Utilities	Issuance Date:	01/24/25
Engineer:	DOWL	Effective Date:	01/24/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Additional fittings and expansion joints to be constructed at the Venturi Aeration Injection Skid per PCO #022. The extent of the work is detailed in Field Order 09. The purpose of these expansion joints at the Venturi is to accommodate any equipment movement that may occur during operation, without damaging the rigid pipes.

The cost increase of the change amounts to **\$16,554.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,370,182.55**.

Document References:

Plan Sheet: See PCO #022 Specification No: N/A

Attachments:

- PCO #022 – Aeration Venturi

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Garrett Queen
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 01/27/25

Date: 1/28/25

Date: 1/29/2025



Work Change Directive (WCD)

		Work Change Directive No.	14
Owner:	Lyon County Utilities	Issuance Date:	02/28/25
Engineer:	DOWL	Effective Date:	02/28/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

This Work Change Directive (WCD) pertains to PCO 23, which serves as a credit back to the contract for the engineer's jobsite trailer. The Engineer has reviewed the need for the trailer on-site and determined it is no longer necessary. The engineer has formally requested that the contractor remove the trailer and issue a credit for its removal as specified in Field Order 12. This WCD formalizes the removal request and the associated credit adjustment to the contract amount.

The contractor is providing a credit in the amounts of **\$2,517.00**.

Credit will be applied to Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,372,699.55**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments:

- PCO #023, Includes Field Order 12

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
 Ready for Final Payment (days): None

RECOMMENDED:

By:
 Damon McAlister, PE
 (DOWL)

ACCEPTED:

By:
 Garrett Queen
 (Farr Construction Corp.
 dba. Resource Development
 Company)

APPROVED:

By:
 David Bruketta (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Utilities Director

Date: 02/28/25

Date: 3/3/25

Date: 3/4/2025



**FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY**

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Wednesday, February 19, 2025
COR No. : 23

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A
Mr. Bruketta,

Resource Development Company is submitting a credit for Field Order #012 regarding the return of the on-site engineering trailer.

Bid Item No.	Description	COR Amount
N/A	RDC - FO #12 Engineering Trailer Return	\$ (2,517.00)
N/A		
N/A		

Original Contract Amount	\$ 19,990,000.00
Contract Changes Made by Previous Contract Change Orders	\$ 498,755.45
Force Account Balance:	\$ 1,800,000.00
Revised Force Account Amount per Previous Change Orders	\$ 1,301,244.55
Force Account Change per this COR	\$ (2,517.00)
Revised Force Account Amount per this COR	\$ 1,303,761.55
INCREASE IN CONTRACT DAYS	

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 2/19/2025

Cost and Price Backup

Estimate Summary - Costs and Prices

Direct Biditems

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	ALLOWANCE	Direct Total	Indirect Charge	Addon Bond	Total Cost	Balanced Bid (TO)		Bid Prices		
											Markup	Total	Markup	Total	
929 - PCO #23 - Engineering Trailer FO#12				1 LS											
			-2,517				-2,517			-2,517		-2,517.15		-2,517.15	
										-2,517.15		-2,517.15		-2,517.15	
Direct Totals															
			-2,517				-2,517			-2,517		-2,517		-2,517	

Addon/Bond

Additional Cost		Addon/Bond Cost
Main Office Overhead	0 % of JB	-
No bond selected		-
Totals from Addon and Bond		
		-

Summary Information

Last Summary: 2/19/2025 11:37:00 AM

Last Spread: 2/19/2025 11:38:00 AM

Cost Report

Biditem

929

PCO #23 - Engineering Trailer FO#12

Takeoff Qty:1.000 LS

Bid Qty:1.000 LS

Activity: 01-30-070

TF-Job Trailer

(Unreviewed)

Quantity: 1.00

Unit: EA

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
0.0000	-8.0000	-0.1250	0.0000	-1.0000	-1.0000	-1.0000	2,517.1500

Calendar: 508

5 - 8 HOUR DAYS

Hrs/Shift: 8

WC:

Code not found.

Crew: ZZ

Blank Crew

Prod: US -1

Eff: 100.00

Crew Hrs: -8.00

Labor Pcs: 0.00

Equipment Pcs: 0.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3TRAILER	Engr Trailer	1.00	-5.00	MO	503.43	100.00	503.43	-2,517.15

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
Total	0	0	0	0	0	-2,517	0	0	-2,517

Calendars Used In Estimate

508

5 - 8 HOUR DAYS

Field Order #12

Field Order No. 12

Date of Issuance: February 5, 2025	Effective Date: February 5, 2025
Owner: Lyon County Utilities Department	Owner's Contract No.: PWP-LY-2023-079
Contractor: Resource Development Company	Contractor's Project No.:
Engineer: DOWL	Engineer's Project No.: 2353
Project: Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion	Contract Name: Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: <u>01 50 00</u>	<u>N/A</u>
Specification(s)	Drawing(s) / Detail(s)

Description:

The Engineer no longer needs the on-site trailer that is provided by RDC and can be removed. Please provide a cost credit for the remaining months to Substantial Completion (August 2025).

Attachments: None

ISSUED:	RECEIVED:
By: 	By: 
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Project Manager</u>
Date: <u>2/5/2025</u>	Date: <u>2/10/25</u>

Copy to: Kishora Panda (Lyon County)

Invoice Back up
1) Quick Space



Phone: (775) 359-4688
Fax: (775) 359-1118
web: www.quickspacenevada.com
email: billing@quickspacenevada.com

Rental Invoice

DATE	INVOICE NO.
1/23/2025	1685709
TERMS	DUE DATE
Due on receipt	1/23/2025

Our mailing address has changed.
Please remit all payments to:
PO Box 7417, Reno, NV 89510

BILL TO:	Resource Development Company, LLC 1050 Linda Way Sparks, NV 89431 Attn: Accounts Payable
-----------------	---

Rental fees are due in advance of rental period per lease terms. Late payment fees may be assessed per rental agreement.

Want to receive invoices via email? Call or email us!

PO	JOB	UNIT ID	DESCRIPTION	PERIOD	AMOUNT
23-026-A		ST2441	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	
23-026-A	23-026-A	HWD114	Rental of Handwash Station-Double Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	
23-026-A	23-026-A	HWD161	Rental of Handwash Station-Double Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	
23-026-A	23-026-A	OCH209	Rental of 8' x 20' Office Container High Cube-Open per lease. Includes tax recovery. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	
23-026-A	23-026-A	OCH3035	Rental of 8' x 40' Office Container High Cube-3 Room per lease. Includes tax recovery. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	503.43
23-026-A	23-026-A	ST0661	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	
23-026-A	23-026-A	ST1885	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	
				Total	
				Payments/Credits	\$0.00
THANK YOU! We appreciate the opportunity to be your partner for storage, mobile offices, and vans!				Due On This Invoice	



Work Change Directive (WCD)

Work Change Directive No. 15

Owner:	Lyon County Utilities	Issuance Date:	04/17/25
Engineer:	DOWL	Effective Date:	04/17/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Construction of the structural walls in existing SBR 3 and 4 to build scum collection wells. Handrail material is to be salvaged from the portion of the wet wells to be abandoned and installed along the top of the new structural walls. Any additional Contract Time required for completion of this Work will be addressed through the Change Order process.

The cost increase of the change amounts to **\$68,938.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,303,761.55**.

Document References:

Plan Sheet: See PCO #020 Rev.1 Specification No: N/A

Attachments:

- PCO #020 Rev.1
- FO #06 Rev.1

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: Per PCO 20 Rev 1

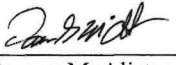
Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): 11
Ready for Final Payment (days): 11

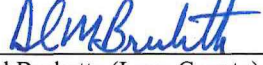
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: Vanessa F. Vazquez
Digitally signed by Vanessa F. Vazquez
DN: cn=US,
c=US, email=envazquez@resourcedevelopmentco.com,
o=Resource Development Company,
ou=Vanessa F. Vazquez
Date: 2025.04.28 16:57:03-0700
Vanessa Vazquez
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
David Bruketta (Lyon County)

Title: Project Manager

Date: 04/17/25

Title: Project Manager

Date: _____

Title: Utilities Director

Date: 5/5/2025



Work Change Directive (WCD)

Work Change Directive No. 16

Owner:	Lyon County Utilities	Issuance Date:	08/07/25
Engineer:	DOWL	Effective Date:	08/07/25
Contractor:	Farr Construction Corporation dba, Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

This Work Change Directive pertains to the 152 calendar-day Contract Time extension in Change Order No. 1. The time extension will result in additional costs incurred by the Owner for construction administration, field inspections, and engineering support services by the Engineer. Contractor will reimburse the Owner for these Engineering costs in a lump sum amount of **\$68,692.00**, as agreed upon by all parties. Credit will be applied to Bid Item 2 – Force Account, in the Contractor's August 2025 Payment Request.

The remaining balance of Bid Item 2 after approval of the WCD 16 is **\$1,372,453.55**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments:

- Change Order No. 1

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other:

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase in Contract Times:

Substantial Completion (days): None
 Ready for Final Payment (days): None

RECOMMENDED:

By: 
 Damon McAlister, PE
 (DOWL)

ACCEPTED:

By: 
 Raymond Bush
 (Farr Construction Corp,
 dba. Resource Development
 Company)

APPROVED:

By: 
 Sean Sinclair (Lyon County)

Title: Project Manager

Date: July 17, 2025

Title: Project Manager

Date: 7/15/25

Title: Interim Utilities Director

Date: 8/12/25



Work Change Directive (WCD)

Work Change Directive No. 17

Owner:	Lyon County Utilities	Issuance Date:	07/23/25
Engineer:	DOWL	Effective Date:	07/23/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Due to the use of constant speed mixer units for the Digester 1 & 2 basins, as outlined in Submittal 040 Rev. 2, an integral variable frequency drive mixer will no longer be present. As a result, the power supply equipment for the mixers located in MCC-1, Buckets 6H and 2H, per sheet 10-E4.10 Rev. 2, are required to contain Full Voltage Non-Reversing (FVNR) motor starters. The County has identified spare FVNR units that will be utilized for the Digester mixers. Per PCO #024, the additional Work will result in a cost increase in the amount of **\$898.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,371,555.55**.

Document References:

Plan Sheet: 10-E4.10 Rev. 2 Specification No: 46 53 53 2.07

Attachments:

- PCO #024 Rev.1

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: Per PCO 24 Rev 1

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: <u></u>	By: <u></u>	By: <u></u>
Damon McAlister, PE (DOWL)	Sam Melvin (Farr Construction Corp. dba. Resource Development Company)	Sean Sinclair (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Interim Utilities Director
Date: <u>07/23/25</u>	Date: <u>07/29/2025</u>	Date: <u>7/30/2025</u>



Work Change Directive (WCD)

Work Change Directive No. 18

Owner:	Lyon County Utilities	Issuance Date:	08/07/25
Engineer:	DOWL	Effective Date:	08/07/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

The County has requested for all of the level float mounting brackets within the SBR, EQ, and Digester basins to match with existing hardware. Contractor will coordinate with DOWL's Field Representative to identify and salvage existing brackets to be reused for SBRs 1&2, the EQ Basin, and Digesters 1&2. Any remaining brackets will be returned to the County. The previously constructed brackets within the SBR 1&2 basins are to be abandoned in place.

Per PCO #025 Rev.1, the additional Work will result in a cost increase in the amount of **\$3,376.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,368,179.55**.

Document References:

Plan Sheet: See Attached FO #15 Specification No: N/A

Attachments:

- PCO #025 Rev.1, FO #15

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: Per PCO 25 Rev.1

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

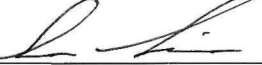
RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Sam Melvin
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
Sean Sinclair (Lyon County)

Title: Project Manager

Date: 08/07/25

Title: Project Manager

Date: 08/13/2025

Title: Interim Utilities Director

Date: 8/14/25



Work Change Directive (WCD)

Work Change Directive No. 19 Rev. 1

Owner:	Lyon County Utilities	Issuance Date:	11/12/25
Engineer:	DOWL	Effective Date:	11/12/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Sections 40 27 00, 3.10.B.2 and 40 27 00.03-1 of the project specifications identify that the corrosion protection for buried carbon steel pipe shall be provided by polyethylene encasement. A polyethylene encasement product conforming to the project specifications was submitted and approved per Submittal 003 – WNS Pipe Material. It was later identified by the Engineer that the specified polyethylene product was not appropriate for ALP pipe which experiences ALP temperatures greater than 200 °F. The Engineer coordinated with RDC and the material supplier to find an appropriate polyethylene product that these temperatures. The Engineer's finding was there is none for this application.

To correct the issue, the Engineer issued Field Order #05 for wax-tape product, suitable for the necessary corrosion protection and temperature rating. Work Change Directive (WCD) #09 was executed in response to the associated changes due to the additional Work specific to the SBR 1&2 12" ALP pipe installation with "TBD" in place for the remaining Digester ALP installations.

To complete the installation of the remaining Digester ALP piping, and to maintain uniform and proper corrosion protection, the Contractor is directed to wrap the 8" and 12" ALP piping between Operations Building (Digester Blowers) and Digesters 1&2 with the same wax-tape product used under WCD #09.

The cost increase for the additional Work amounts to **\$20,796.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,347,383.55**.

Document References:

Plan Sheet: 10-C2.01, 75-C2.01 Specification No: 40 27 00

Attachments:

- PCO #029
- WCD #09



Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other: Per PCO #029

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): 1
Ready for Final Payment (days): None

RECOMMENDED:

By:

Damon McAlister, PE
(DOWL)

By:

ACCEPTED:

Sam Melvin
(Farr Construction Corp.
dba. Resource Development
Company)

By:

APPROVED:

Sean Sinclair (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Interim Utilities Director

Date: 11/12/25

Date: 11/13/2025

Date: 11/18/2025



Work Change Directive (WCD)

Work Change Directive No. 20

Owner:	Lyon County Utilities	Issuance Date:	10/17/25
Engineer:	DOWL	Effective Date:	10/17/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

During demolition efforts it was discovered that the existing hydrostatic relief valves are corroded in the existing concrete floors of Digesters 1 and 2. To extend the service life of these valves, the County has requested they be cleaned and coated. RDC is directed to sand blast and coat the exposed metal surface of the relief valves in accordance with the approved System No. 2 coating system (see Submittal 112). Records indicate that there should be a total of 22 valves. Contractor to field verify locations and number of valves.

The cost for the additional work amounts to **\$3,554.00**, based on the attached PCO #031 documenting the Contractor's labor, equipment, and materials. Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item #2 is **\$1,341,222.55**.

Document References:

Plan Sheet: N/A Specification No: 09 90 00

Attachments: PCO #031

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
☒ Engineer's Records
☐ Other: None

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): 1
Ready for Final Payment (days): 1

RECOMMENDED:

By: 
Damon McAlister, PE
(DOWL)

ACCEPTED:

By: 
Sam Melvin
(Farr Construction Corp.
dba. Resource Development
Company)

APPROVED:

By: 
Sean Sinclair (Lyon County)

Title: Project Manager

Date: 01/09/26

Title: Project Manager

Date: 1/19/26

Title: Interim Utilities Director

Date: 1/20/26



Work Change Directive (WCD)

Work Change Directive No.

21

Owner:	Lyon County Utilities	Issuance Date:	12/04/25
Engineer:	DOWL	Effective Date:	12/04/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

The County lost the power and signal connections that provide control for the SBR 3 & 4 basins. After an initial investigation by County staff, it is believed that a section of the underground electrical duct bank may have sheared or failed in such a way as to damage the internal conduits.

RDC was directed to perform an exploratory investigation into the cause of the SBR 3 & 4 power and signal conduit failures to be tracked on a Time and Materials (T&M) basis. While performing the exploration RDC determined there was a buried pull box that was unknown to the County. The County and Contractor were then able to pull new conductors and restore signals.

The cost increase for the additional Work amounts to **\$2,607.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,344,776.55**.

Document References:

Plan Sheet: N/A Specification No: N/A

Attachments: PCO #027

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
- ☐ Lump Sum
- ☒ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☒ Engineer's Records
- ☐ Other: None

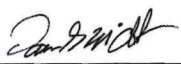
Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:

By: 
Damon McAlister, PE (DOWL)

ACCEPTED:

By: 
Sam Melvin
(Farr Construction Corp. dba.
Resource Development
Company)

APPROVED:

By: 
Sean Sinclair (Lyon County)

Title: Project Manager

Date: 12/04/25

Title: Project Manager

Date: 12/5/2025

Title: Interim Utilities Director

Date: 12/16/2025



Work Change Directive (WCD)

Work Change Directive No.

22

Owner:	Lyon County Utilities	Issuance Date:	02/19/2026
Engineer:	DOWL	Effective Date:	12/17/2025
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

The new decanters for Digesters 1&2 require modifications to connect to the existing pipe penetrations in the south wall of the Digester basins. The issue was identified by the Contractor (RDC) in RFI 114 and a proposed solution was presented and approved in RFI 114, Rev.1. On December 23, 2025, RDC submitted PCO #030 for additional compensation (\$12,294.00) and for a 30-day Contact Time extension. PCO #030 was reviewed by the Engineer (DOWL) and denied on January 5, 2026. RDC disagreed with the Engineer's decision and submitted a Claim on January 27, 2025, and provided additional supporting timeline information on February 12, 2026.

To resolve the Claim, the County and RDC have come to the mutual agreement that RDC will be compensated for the full amount of \$12,294.00 and receive an 18-day Contract Time extension.

The cost increase for the additional Work amounts to **\$12,294.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **\$1,332,482.55**.

Document References:

Plan Sheet: 70-M4.01 – Digester Sections Specification No: N/A

Attachments:

- RFI 114 – Digester Elevations
- RFI 114, Rev. 1 – Digester Elevation Decanter Solution
- PCO #030 – Digester Decanter Installation Modifications
- PCO #030 Denial Letter from DOWL
- PCO #030 Submittal of Claim
- PCO #030 Submittal of Claim, Additional Information
- RDC email response agreeing to County's proposed compensation and time extension

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

- ☒ Contractor's Records
☒ Engineer's Records
☐ Other:

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase in Contract Times:

Substantial Completion (days): 18 days
Ready for Final Payment (days): 18 days



RECOMMENDED:

By: 
Damon McAlister, PE (DOWL)

ACCEPTED:

By: 
Sam Melvin
(Farr Construction Corp. dba.
Resource Development
Company)

APPROVED:

By: 
Sean Sinclair (Lyon County)

Title: Project Manager

Title: Project Manager

Title: Interim Utilities Director

Date: 02/18/2026

Date: 2/24/2026

Date: 2/24/2026



Work Change Directive (WCD)

Work Change Directive No. 24

Owner:	Lyon County Utilities	Issuance Date:	03/13/2026
Engineer:	DOWL	Effective Date:	03/13/2026
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

There is a 725 square foot area located east of the Headworks Building where the road was previously removed to complete underground utility repairs. The County has requested to have the paving in this area replaced. The cost of this additional Work determined by the Contractor's unit price per square foot of installed pavement \$13.40 per square foot.

RDC is directed to perform asphalt paving repairs to restore the affected area. The asphalt shall be completely replaced in accordance with section 32 12 16 and Detail 1 of Sheet 99-C5.01 of the project specifications.

The cost increase for the additional Work amounts to \$9,715.00.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is \$1,322,767.55.

Document References:

Plan Sheet: Detail 1, 99-C5.01 Specification No: 32 12 16

Attachments: PCO #32

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☒ Unit Price
- ☐ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☒ Contractor's Records
- ☒ Engineer's Records
- ☐ Other:

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase in Contract Times:

Substantial Completion (days): 0 days
Ready for Final Payment (days): 0 days

RECOMMENDED:

By: Damon McAlister
Damon McAlister, PE (DOWL)

ACCEPTED:

By: Samuel Melvin
Sam Melvin
(Farr Construction Corp. dba.
Resource Development
Company)

APPROVED:

By: Sean Sinclair
Sean Sinclair (Lyon County)

Title: Project Manager

Date: 03/13/2026

Title: Project Manager

Date: 03/16/2026

Title: Interim Utilities Director

Date: 3/17/2026

Appendix B

Lyon County Utilities

Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2

Project Cost Summary and Work Change Directives (WCD)

Contractor's Application for Payment

Owner:	Lyon County Utilities	Owner's Project No.:	LY-2025-255
Engineer:	Lumos & Associates, Inc.	Engineer's Project No.:	11227.000
Contractor:	MKD Construction Inc	Contractor's Project No.:	17
Project:	Highway 50 Sewer Replacement Project Phase 2		
Contract:			
Application No.:	03	Application Date:	6/29/2026
Application Period:	From 5/29/2026	to	6/26/2026

1. Original Contract Price	\$	6,030,756.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	6,030,756.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,899,776.83
5. Retainage		
a. 5% X \$ 2,835,296.90 Work Completed =	\$	141,764.85
b. 5% X \$ 64,479.93 Stored Materials =	\$	3,224.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	144,988.85
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,754,787.98
7. Less previous payments (Line 6 from prior application)	\$	2,448,258.41
8. Amount due this application	\$	306,529.57
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	3,275,968.02

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: MKD Construction Inc

Signature:

Date: 6/29/2026

Recommended by Engineer

By:

Title: Project Engineer

Date: 07/08/2026

Approved by Funding Agency

By:

Title:

Date:

Approved by Owner

By:

Title: L.C.U.D. Director

Date: 7-15-26

Progress Estimate - Unit Price Work

Owner:	Lyon County Utilities	Contractor's Project No.:	LY-2025-255
Engineer:	Lumos & Associates, Inc.	Engineer's Project No.:	11227.000
Contractor:	MKD Construction Inc.	Contractor's Project No.:	17
Project:	Highway 50 Sewer Replacement Project Phase 2		
Contract:			

Contractor's Application for Payment

Application No.: 03		Application Period: From 05/29/26 to 06/26/26				Application Date: 06/29/26							
Bid Item No.	Description	C	D	Contract Information		F	Work Completed		I	J	K	L	
				E	Units		G	H					
													Value of Bid Item (C X E) (\$)
Original Contract													
1	Mobilization & Demobilization	10	%	660,000.00		660,000.00	0.90	594,000.00		594,000.00	90%	66,000.00	
2	Temporary Traffic Control	1	LS	200,000.00		200,000.00	0.61	122,222.22		122,222.22	61%	77,777.78	
3	Temporary Erosion Control	1	LS	58,700.00		58,700.00	0.50	29,350.00		29,350.00	50%	29,350.00	
4	Remove Ex. 8-inch Asbestos Cement Sewer Main	130	LF	98.00		12,740.00					0%	12,740.00	
5	Abandon Ex. 8-inch Sewer Main In-Place	1	LS	49,000.00		49,000.00					0%	49,000.00	
6	Remove Ex. 10-inch Asbestos Cement Sewer Main	59	LF	142.00		8,378.00					0%	8,378.00	
7	Abandon Ex. 48-inch Sewer Manhole	4	EA	3,500.00		14,000.00					0%	14,000.00	
8	Remove Ex. 8-inch Sewer Manhole	1	EA	6,300.00		6,300.00					0%	6,300.00	
9	Install Proposed 8-inch SDR 35 Sewer Main via Open Trench	86	LF	481.00		41,366.00					0%	41,366.00	
10	Install Proposed 10-inch SDR 35 Sewer Main via Open Trench	7	LF	491.00		3,437.00					0%	3,437.00	
11	Install Proposed 12-inch SDR 35 Sewer Main via Open Trench	1,377	LF	600.00		826,200.00	1,131.00	678,600.00		678,600.00	82%	147,600.00	
12	Install Proposed 12-inch SDR 26 Sewer Main via Open Trench	235	LF	521.00		122,435.00	42.00	21,882.00		21,882.00	18%	100,553.00	
13	Install Proposed 48-inch Sewer Manhole, Type 1	13	EA	21,700.00		282,100.00	5.00	108,500.00	64,479.93	172,979.93	61%	109,120.07	
14	Verify Location & Install New Sanitary Sewer Lateral Reconnection	6	EA	14,300.00		85,800.00	5.00	71,500.00		71,500.00	83%	14,300.00	
15	Temporary Bypass Pumping During Construction	1	LS	524,000.00		524,000.00	0.69	359,111.60		359,111.60	69%	164,888.40	
16	Surface Restoration (Concrete C&G, Sidewalk, AC Pavement, Agg Base)	1	LS	362,900.00		362,900.00	0.02	8,396.95		8,396.95	2%	354,503.05	
17	Install Pre-Cast Concrete Wall	560	LF	1,370.00		767,200.00					0%	767,200.00	
18	Remove and Relocate Dayton Valley Inn Sign	1	EA	22,000.00		22,000.00	0.50	11,000.00		11,000.00	50%	11,000.00	
19	Remove and Dispose of Existing Trees	1	LS	135,000.00		135,000.00	0.80	108,000.00		108,000.00	80%	27,000.00	
20	Required CCTV Inspections (Pre & Post)	1	LS	37,300.00		37,300.00	0.33	12,433.33		12,433.33	33%	24,866.67	
21	Rock Excavation (Contingent Item)	100	CY	187.00		18,700.00					0%	18,700.00	
22	SS/Water Special Construction Slurry Backfill (Contingent Item)	6	CY	3,700.00		22,200.00					0%	22,200.00	
23	NVE Pole Hold (Contingent Item)	1	LS	74,600.00		74,600.00	1.00	74,600.00		74,600.00	100%	-	
24	Transportation & Disposal of Contaminated Material at Landfill (Contingent Item)	400	CY	451.00		180,400.00					0%	180,400.00	
25	Force Account (Contingent Item)	1	LS	500,000.00		500,000.00	0.04	19,700.80		19,700.80	4%	480,299.20	
A-1	Install Proposed 12-inch SDR 35 Sewer Main with 36-inch Steel Casing via Jack & Bore	254	LF	3,800.00		965,200.00					0%	965,200.00	
A-2	Install Proposed 12-inch SDR 35 Sewer Main with 48-inch Steel Casing via Jack & Bore	254	LF	4,000.00		1,016,000.00	154.00	616,000.00	64,479.93	616,000.00	61%	400,000.00	
Original Contract Totals				\$	6,030,756.00			\$	2,835,296.90	\$	2,859,776.83	48%	\$ 3,130,979.17

Contractor's Application for Payment

Owner:	Lyon County Utilities	Owner's Project No.:	LY-2025-255
Engineer:	Lumos & Associates, Inc.	Engineer's Project No.:	11227.000
Contractor:	MKD Construction Inc	Contractor's Project No.:	17
Project:	Highway 50 Sewer Replacement Project Phase 2		
Contract:			

[illegible]

WORK CHANGE DIRECTIVE NO.1:

Owner:	Lyon County Utilities	Owner's Project No.:	LY-2025-255
Engineer:	Lumos & Associates	Engineer's Project No.:	11227.000
Contractor:	MKD Construction	Contractor's Project No.:	17
Project:	Highway 50 Sewer Replacement Phase 2		
Contract Name:	Highway 50 Sewer Replacement Project Phase 2		
Date Issued:	4/7/2026	Effective Date of Work Change Directive:	4/7/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Remove the large cottonwood near the bar at approx. STA 6+85 within the temporary sewer easement with landowner approval

Attachments: Email confirmation from Sbragia parcel owner

Purpose for the Work Change Directive:

Remove the large cottonwood near the bar at approx. STA 6+85 within the temporary sewer easement with landowner approval due to possible disturbance due to trenching and minor alignment changes

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$2,000 [increase] *

Contract Time: 0 days

Basis of estimated change in Contract Price: Line item 19

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

*Reimbursement will be taken from Bid Item 25 – Force Account. The remaining balance of Bid Item 25 is \$498,000.00

Recommended by Engineer

By: 

Title: Project Engineer

Date: 4/7/2026

Authorized by Owner



Utilities Director

4/9/2026

Authorized by Contractor

By:



Title:

PRESIDENT

Date:

04/08/2024

Sophia Waite, P.E.,MBA.

From: Kent Deforest <kdeforest61@gmail.com>
Sent: Thursday, April 2, 2026 7:59 AM
To: Sophia Waite, P.E.,MBA.
Cc: Sean Sinclair; Kishora Panda; Brian Harer
Subject: Re: HWY 50: Additional Tree Removal

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Sounds good, thank you.

On Wed, Apr 1, 2026 at 9:57 AM Sophia Waite, P.E.,MBA. <swaite@lumosinc.com> wrote:

Hi Sean,

As discussed on the phone, I will put a work change directive together for \$2,000 to remove the large cottonwood near the bar at approx. STA 6+85 within the temporary sewer easement.

I just got off the phone with Nancy, and she has agreed to this removal; I have included Kent on this email where they can respond in writing with this information.

Thanks again – I'll get rolling on the WCD,

WORK CHANGE DIRECTIVE NO.2:

Owner:	Lyon County Utilities	Owner's Project No.:	LY-2025-255
Engineer:	Lumos & Associates	Engineer's Project No.:	11227.000
Contractor:	MKD Construction	Contractor's Project No.:	17
Project:	Highway 50 Sewer Replacement Phase 2		
Contract Name:	Highway 50 Sewer Replacement Project Phase 2		
Date Issued:	5/4/2026	Effective Date of Work Change Directive:	5/4/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes made to the scope of construction per the following RFIs.

RFI 1 & 7: Installation of a new MH #514 (\$21,700) and necessary piping and connections (8" sewer for 10 LF at \$481/LF, \$4810) to connect to the existing 8-inch SS and removal of existing MH #514 (\$6,300)

RFI 4: NDOT has granted access to ROW up to back of sidewalk for additional boring pit use, this shortened the length of the casing which will offset the cost for increased casing length per RFI #5. This also led to the change of required asphalt concrete to PG64-28 NV by a SF QTY of 320 @ \$21.19/SF (\$6,781 for within NDOT ROW (with a 18" key-in) and PG64-28 for all other asphalt concrete areas (no cost change).

RFI 5: Alignment change was requested to avoid utilities, additional LF of casing removed via RFI 4 will be utilized for RFI 5 – leaving the casing at bid item QTY of 254 LF. This also required one additional manhole at STN 6+76.21 for proper alignment angles (\$21,700)

For a total of \$61,291

Attachments: Sheet Revisions C3.0 to C3.8

Purpose for the Work Change Directive:

Incorporate alignment changes for jack & bore for contractor requested constructability and incorporate unforeseen lateral and manhole revisions at the end of the alignment

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$61,291 [increase]

Contract Time: 5 days

Basis of estimated change in Contract Price: Line item 8, 9, 13 & 16

☒ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

*Reimbursement will be taken from Bid Item 25 – Force Account. The remaining balance of Bid Item 25 is \$436,709.00

	Recommended by Engineer	Authorized by Owner
By:	<u><i>Stephen White</i></u>	<u><i>[Signature]</i></u>
Title:	<u>Project Engineer</u>	<u>Utilities Director</u>
Date:	<u>5/4/2026</u>	<u><i>5/11/2026</i></u>
	Authorized by Contractor	
By:	<u><i>Robert Lastfogel</i></u>	
Title:	<u>Project Manager</u>	
Date:	<u>5/4/2026</u>	

WORK CHANGE DIRECTIVE NO.3:

Owner:	Lyon County Utilities	Owner's Project No.:	LY-2025-255
Engineer:	Lumos & Associates	Engineer's Project No.:	11227.000
Contractor:	MKD Construction	Contractor's Project No.:	17
Project:	Highway 50 Sewer Replacement Phase 2		
Contract Name:	Highway 50 Sewer Replacement Project Phase 2		
Date Issued:	5/4/2026	Effective Date of Work Change Directive:	5/4/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

To ensure water service is kept online during the gravity sewer installation near Sinclair gas station, Lyon County water department requested MKD to cut in a 12" gate valve along the waterline.

Attachments: CCO #1 from MKD

Purpose for the Work Change Directive:

Incorporate waterline isolation measures to allow better constructability during the gravity sewer work occurring within the Sinclair gas station area

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$22,126	[increase]
Contract Time:	1	days

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☒ Cost of the Work ☐ Other

*Reimbursement will be taken from Bid Item 25 – Force Account. The remaining balance of Bid Item 25 is \$414,583.00

Recommended by Engineer	Authorized by Owner
By: <u><i>Stephen White</i></u>	<u><i>[Signature]</i></u>
Title: Project Engineer	Utilities Director
Date: 5/4/2026	<u><i>5/11/2026</i></u>

EJCDC® C-940, Work Change Directive.

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Authorized by Contractor

By: Robert Lastfogel

Title: Project Manager

Date: 5/4/2026



Change Order #1 Cost Breakdown

Cost	Quantity	Unit	Unit Price	Total
Labor	10	HR	\$ 527.48	\$ 5,274.80
Equipment	10	HR	\$ 407.00	\$ 4,070.00
12" Gate Valve Parts	1	LS	\$ 7,082.25	\$ 7,082.25
Materials	1	LS	\$ 2,812.95	\$ 2,812.95
Sub total:				\$ 19,240.00
15% profit and overhead				\$ 2,886.00
Total:				\$ 22,126.00
Labor consists of a Foreman, 2 Operators, 2 Laborers and a Truck Driver				
Equipment Consists of an Excavator, a Loader, Tool Truck and Dump Truck				
12" Gate Valve Parts are what was quoted by Western Nevada Supply				
Materials consist of Sand, Base, Concrete, and Asphalt as well as Trucking associated with delivery, off-haul and dump fees for stated materials.				

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

15.b

Subject:

For Possible Action: Approve Amendment No. 3 to Task Order 116, Rolling 'A' Wastewater Treatment Facility (WWTF) Phase 4 Expansion Project - Construction Administration, with DOWL (previously Farr West Engineering) in an amount to not exceed \$100,000 to extend additional construction administration and engineering services required to complete the project. The cost will be funded from the Dayton Sewer Fund. (Utilities Director, Sean Sinclair)

Summary:

Task Order 116 with DOWL was approved by the Board of County Commissioners (BOCC) on August 4, 2022, in an amount not to exceed \$2,142,650 for providing construction management and engineering services during construction of the Rolling 'A' WWTF Phase 4 Expansion Project. The BOCC approved Amendment No. 1 to Task Order 116, increasing the Task Order amount by \$297,600 on November 6, 2025, and Amendment No. 2 to Task Order 116, increasing the Task Order amount by \$112,000 on April 2, 2026, to provide continued support to project construction until completion. Construction progress has been impacted by scope modifications, the identification of certain defective work, weather-dependent tasks that could not be performed during the winter season, and completion of the punch list items. These factors have necessitated a continuation of support from the Engineer to complete the project. Amendment No. 3 proposes to increase the Task Order 116 budget by an amount not to exceed \$100,000. A part of the fees paid to the Engineer for continued engineering support is anticipated to be reimbursable to the County by the Contractor that will be reconciled and reflected in the Contractor's final payment.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Move to approve Amendment No. 3 to Task Order 116, Rolling 'A' Wastewater Treatment Facility (WWTF) Phase 4 Expansion Project - Construction Administration, with DOWL (previously Farr West Engineering) in an amount to not exceed \$100,000 to extend additional construction administration and engineering services required to complete the project. The cost will be funded from the Dayton Sewer Fund.

ATTACHMENTS

- [2353 TO116 Amend03 RollingA CA PE](#)

AMENDMENT TO TASK ORDER 116

Amendment No. 3

The Effective Date of this Amendment is: August 20, 2026

Background Data:

Effective Date of Task Order 116: **August 4, 2022**

Owner: **Lyon County Utilities**

Engineer: **DOWL**

Project: **Rolling 'A' WWTF Phase 4 Expansion Project – Construction Administration**

Nature of Amendment:

Additional engineering and construction administration services due to construction completion delays and the services related to punch list work and correction of defective work items that remain to be completed by the Contractor. Existing contract task budgets that are impacted are increased, as noted in the table below:

Task #	Task Description	Current Budget	Budget Increase / Decrease	Amended Budget
1	Final Design	\$63,250	\$0	\$63,250
2	Bid Document Preparation	\$20,300	\$0	\$20,300
3	Bid Support	\$83,900	\$0	\$83,900
4	Construction Administration	\$546,900	\$21,000	\$567,900
5	Construction Observation	\$482,400	\$5,000	\$487,400
6	Special Inspections	\$116,300	\$0	\$116,300
7	Engineering Svcs during Construction	\$914,100	\$5,000	\$919,100
8	Project Closeout	\$91,300	\$15,000	\$106,300
9	O&M Manual	\$63,800	\$0	\$63,800
99	County Directed Services	\$170,000	\$54,000	\$224,000
	PROJECT TOTAL:	\$2,552,250	\$100,000	\$2,652,250

Agreement Summary:

Original agreement amount:	\$2,142,650.00
Net change for prior amendments:	\$409,600.00
This amendment amount:	\$100,000.00
Adjusted Agreement amount:	\$2,652,250.00

Change in time for services (days or date, as applicable): **6-month increase**

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By:  _____

Name: Scott Keller

Name: Damon McAlister, P.E.

Title: Chairman, Board of County Commissioners

Title: Senior Project Manager

Date Signed: _____

Date Signed: July 21, 2026

Address for giving notices:

Address for giving notices:

Lyon County
34 Lakes Boulevard
Dayton, NV 89403

DOWL
5510 Longley Lane
Reno, NV 8951

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 20, 2026

Agenda Item Number:

16.a

Subject:

For Possible Action: Accept the donation of a large, framed map from Bill Miles. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation: