LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, JULY 15, 2021
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/82853137238?pwd=cTJIUFg2TIIwU1NOWmNEYzZuZDk0QT09
Meeting ID: 828 5313 7238 / Passcode: 249007

Effective May 1, 2021, in accordance with the Lyon County Local Plan and the remaining statewide directives, County Commission meetings will be open to the public and members of the public may attend in person. CDC Mask requirements will be followed. Persons that have been vaccinated are not required to wear a mask.

Public Comment: Lyon County allows the following alternatives for public comment.

If you are attending the virtual Zoom meeting, public comment may be provided by raising your hand and requesting to provide public comment. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. To unmute yourself, dial *6.

You can also provide public comment for this meeting by sending us an email at elopez@lyon-county.org, the day prior to the posted meeting date. Be sure to type, PUBLIC COMMENT, in the subject line.

Written public comments may also be mailed to the Lyon County Managers Office at 27 S. Main Street, Yerington, Nevada 89447, but all public comments must be received prior to the date of the meeting if the comments are to be included in the supplemental materials. Any written public comment received the day of the Board meeting 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.

Members of the Public may attend the meeting in person at the Greg Hunewill Lyon County Commission Chambers, 27 S. Main Street, Yerington, Nevada.
AGENDA

(Action will be taken on all items unless otherwise noted)
(No action will be taken on any item until it is properly agendized).

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

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

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

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

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

1. Roll Call

2. Invocation given by Mitch Forster of the Mason Valley Southern Baptist

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. Afterwards, please print your name at the Clerk’s desk.

5. For Possible Action: Review and adoption of agenda

6. Presentation of awards and/or recognition of accomplishments

   6.a. For Presentation Only: Recognize the Lyon County Human Services Division Managers (Heather Benson, Jenna Dykes, Jennifer Thomas, and Rebecca Williams) and Program Analyst (Tiffany Mazza) for their collaborative efforts in grant writing and securing additional grant funds to enhance services and continue the mission of Lyon County Human Services.

7. Commissioners/County Manager reports
8. Elected Official’s reports

9. Appointed Official’s reports

10. Advisory Board reports

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

11. For Possible Action: Approve County Commission Minutes

11.a. For Possible Action: Approve the July 1, 2021 minutes.

12. Contracts

12.a. For Possible Action: Accept grant award from Nevada’s Governor’s Office of Economic Development (GOED), for the Community Development Block Grant Program (CDBG), to assist with water system isolation valves project for the Silver Springs Mutual Water Company in the amount of $95,036.

12.b. For Possible Action: Approve a subrecipient agreement to use the Community Development Block Grant (CDBG) Funding between Lyon County and the Silver Springs Mutual Water Company in the amount of $95,036.

12.c. For Possible Action: Approve Proposal from Lexipol to manage and update our current department policies and daily training bulletin’s. Contract is a one year contract in the amount of $25,970.00, funded by a contingency budget transfer.

12.d. For Possible Action: Approve a contract with Nevada Gunfighters for $1,200 for entertainment services at the Fair & Rodeo.

12.e. For Possible Action: Approve a Memorandum of Understanding with the Lyon County School District for three school resource officers totaling $360,000 for the period July 1, 2021 through June 30, 2022.

12.f. For Possible Action: Approve a three-year contract for inmate medical services with Recon Technologies, Inc., doing business as Recon Health Care Services for the period July 1, 2021 through June 30, 2024, with two optional one year terms, in the amount of $713,000 in year 1, $748,650 in year 2, and $786,082.50 in year 3.

13. Grants

13.a. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2022 Mobile Outreach Safety Team (MOST) programs, in the amount of $118,000.00.
13.b. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Office of Community Partnership and Grants for SFY2022, in the amount of $39,105.00 for the Family Resource Center (FRC).

13.c. For Possible Action: Accept a grant for $3,400 from the Dave & Cheryl Duffield Foundation to pay for standard adoption fees at the Animal Shelter for pet adoptions.

14. Other Consent Items

14.a. For Possible Action: Review and accept claims and financial reports.
   - Cash Report 6-30-21
   - Claims Report 6-16-21 to 6-30-21

14.b. For Possible Action: Review and accept travel claims.
   - Travel Report 6-16-21 to 6-30-21

14.c. For Possible Action: Approve creating four temporary positions to work during the Lyon County Fair & Rodeo to be paid out of the Fair & Rodeo Fund budget.

**END OF CONSENT AGENDA**

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

15. Board Appointments and Resignations

15.a. For Possible Action: Appoint a member to the Mason Valley Mosquito Abatement District Advisory Board.
   - Ed Moreda, Application

16. County Manager

16.a. For Possible Action: Approve the Nevada Agreement on Allocation of Opioid Recoveries.

16.b. For Possible Action: To give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto. (Requested by Comm. Keller)

16.c. For Discussion Only: Discussion on voting machines including associated costs and operations. (Requested by Commissioners Gray and Hockaday)
   - Dominion Agreement

16.d. For Possible Action: Direct staff to begin the application process to change the name of Old Dayton Valley Road to Pres. Trump Way, approve the application and authorize staff to move forward with the process.
   - 07.02.2021 Old Dayton Rd - Pres. Trump Way Street Name Request Form
   - 07.15.2021 BOCC Old Dayton Road - Pres. Trump Way Street Name Change Process Memorandum
Public Comment

16.e. For Possible Action: Approve agreement with Walther Law Offices, PLLC to serve as Lyon County's public defender, effective August 1, 2021.

- Public Defender Agreement

17. Comptroller

17.a. For Possible Action: Discussion and direction to staff to bring modifications to the Quarter-Cent Infrastructure Sales Tax Plan and County Code on a future agenda.

- Public Notice Quarter Cent Tax Final Plan From 2008
- NRS 377B.160
- Lyon County Code 4.12

18. Utilities

18.a. For Information Only: Project status update from the Utilities Engineer for second quarter of 2021 (Kishora Panda).

- Utilities project report for second quarter 2021

18.b. For Possible Action: To find that Farr Construction Company, dba Resource Development Company (RDC), is the lowest responsive and responsible bidder for the Upper Dayton and Lower Dayton Tank Rehabilitation Project with a bid amount of $292,140; to issue a Notice of Award and Contract to RDC in an amount not to exceed $322,140 which includes a $30,000 contingency account controlled by Lyon County Utilities to cover unexpected costs in the project; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund (David Bruketta).

- Award recommendation and bid tab
- Contract with RDC
- Notice of Award to RDC

18.c. For Possible Action: To find that White Rock Construction, Inc., is the lowest responsive and responsible bidder for the Highway 50 Water Main Replacement, Phase 1A, project in Dayton with a bid amount of $884,521; to issue a Notice of Award and Contract to White Rock Construction, Inc., in an amount not to exceed $884,521; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund (David Bruketta).

- Award recommendation and bid tab
- Contract with White Rock Construction
- Notice of Award to White Rock Construction

18.d. For Possible Action: To adopt the 2021 Water Conservation Plan update for the Dayton Valley Water System that serves the Dayton and Mound House area (David Bruketta).

- 2021 Water Conservation Plan Update for the Dayton Valley Water System

19. Agenda Requests

20. Commissioner Comments

21. 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.

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

23. Adjourn

This agenda has been posted in accordance with the open meeting law at the following locations: Lyon County Administrative Complex, Lyon County Courthouse, Dayton Utilities, Lyon County Human Services, and City of Fernley.

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

Lyon County is an equal opportunity provider.

Agenda and Backup Material is Available at www.lyon-county.org
For Presentation Only: Recognize the Lyon County Human Services Division Managers (Heather Benson, Jenna Dykes, Jennifer Thomas, and Rebecca Williams) and Program Analyst (Tiffany Mazza) for their collaborative efforts in grant writing and securing additional grant funds to enhance services and continue the mission of Lyon County Human Services.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
Meeting Date: July 7, 2021

Advisory Board: Smith Valley Advisory Board/Smith Valley Cemetery Board

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

Board of Commissioners X Steve Rye District Attorney X Planning Commission

Agenda Item: Cemetery Maintenance - At the July 7, 2021 meeting of the Smith Valley Advisory Board/Smith Valley Cemetery Board, an issue was discussed regarding placement of curbing and a headstone in a plot at the local cemetery that is not in conformity with the county specifications for a grave plot. The gentleman that placed the concrete blocks that formed the curbing also put fencing in place that is considered an “eyesore” by the owners of the plot next to his, and the owner of that plot considered the materials installed showed “a lack of respect” for other people who have plots at the cemetery. The cemetery director and her husband also feel that the plot is an eyesore and materials need to be removed. A copy of pictures taken of the location are attached to this letter of transmittal.

The individual in question was given a copy of the Hillcrest Cemetery rules and regulations (a copy attached hereto). The questions/issues to be addressed is as follows:

1) Does the advisory board/cemetery board have any authority to enforce removal of the improper curbing, fencing and headstone? Rule #7 directs that fencing and curbing must be done at the owner’s expense, with prior written approval from the Cemetery Board. (The cemetery director did speak with the gentlemen; he did not provide a plan prior to installing his version of the curbing and fencing. The curbing is also wider than the specifications set forth in the county spec sheet). The rule continues on to say that any improper fencing or curbing that is installed may be removed by the Cemetery Board at owner’s expense.

2) If the advisory board does in fact have the authority to enforce removal, what procedure is to be taken? Since the plot in question has been purchased by the individual who placed the improper materials around the plot, and he has installed the material himself, does notice need to be given to correct the problems to replace the curbing and fencing with
appropriate materials that can be approved by the cemetery board? At what point does the county come in and remove the materials in question?

3) Although the adjacent plot owner and the cemetery director believe the plot is an “eyesore”, obviously the man who installed it does not think so. What specifications need to be put in place to determine what materials can or cannot be placed in a gravesite at any county cemetery, and how can this particular issue be addressed and enforced countywide?

Recommended Motion and/or Report:
A motion was made, seconded, and passed 3-0 to send this letter of transmittal to the Board of Commissioners and Steve Rye, Lyon County District Attorney, to have the district attorney issue an opinion with regard to how to proceed in this matter. The County Commissioners are being sent this report so they are aware of a problem at this cemetery that could very easily occur at any cemetery in the county. Direction or a rewriting of the rules and regulations are probably in order, but direction is definitely needed at this time so we do not have someone attempting to sue the county in this matter.

Advisory/Cemetery Board or Public Concerns:
Mr. Stearns, the adjacent plot owner, spoke at the meeting and voiced his concerns at the “eyesore” next to his plot as well as the blatant “disrespect” the plot owner in question has shown to him and other plot owners around him. The board’s concerns are whether a certain standard has been or can be established to rectify this matter, as the rules involved are not clear. The cemetery director has voiced her opinion that all the material needs to be removed. The board would like further direction in this matter and possible precedent information either from other county cemeteries or caselaw.

A prompt response from the Board of Commissioners or an opinion from District Attorney Rye will be greatly appreciated.

Submitted By: /S/ Tosca Renner, Chairman

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447
Email to: elopez@lyon-county.org
The Smith Valley Cemetery Board is the official liaison to the Lyon County, Nevada, Board of Commissioners, in matters concerning the Hillcrest Cemetery, Smith Valley, Nevada. The Cemetery Board represents the interests of the Hillcrest Cemetery before the Commissioners and coordinates and facilitates cemetery business and management with the appropriate Lyon County entities. The Cemetery Board has appointed among its members, a Cemetery Director (or designate, if the Director is not available), who manages cemetery business, operations, maintenance, and activities.

1. All burials must be in accordance with Federal, State and County laws and must be prearranged and approved by the Cemetery Director.

2. There may be one (1) burial and one (1) cremation or four (4) cremations placed in a 5’ x 10’ plot. There may be one (1) cremation to a 2’6” x 2’6” plot. All arrangements for the opening and closing of gravesites are to be made through a licensed funeral home.

3. The prices of various plots are as follows:

   Burial plot (5’ x 10’) .............................................................................................................. $300.00
   Veterans Burial Plot (5’ x 10’) .............................................................................................. $  0.00
   Cremation Plot (2’6” x 2’6”) ............................................................................................... $  75.00
   Veterans Cremation Plot (2’6” x 2’6”) ................................................................................ $  0.00

Plot fees will be waived for infants and children under three (3) years of age. Veteran’s burial and cremation plots will be donated to the deceased. The veteran will not be required to be buried within the Veteran’s Plot. A DD214 form is required.

The Social Services Director, as established by the Lyon County Commissioners, decides indigent status. The Cemetery Board cannot decide indigent status. The Social Services Director supervises burial arrangements and payment of bills.
4. Plots may be purchased on a pre-need basis. Arrangements can be made for a time payment plan, with a monthly payment of $50.00 per plot. Failure to make full payment within six (6) months will result in the plot reverting back to Lyon County. A refund of payments made can be obtained by submitting a written request to the Cemetery Board.

5. Plot ownership may be transferred back to Lyon County by submitting a written request to the Cemetery Board requesting the transfer. The person will be refunded any amounts paid, but in no event more than the purchase price, for the plot. Only the Cemetery Board can sell the plots. Plots may not be sold directly from individual to individual.

6. Burial plot markers are not to be over three feet (3”) high and cremation plot markers are not to be over 12” x 24”, unless prior written approval is obtained from the Cemetery Board. The Veteran’s Administration will supply plaques for honorably discharged veterans.

7. Gravesites may be fenced and/or curbed with marble or concrete, if it is done so at the owner’s expense, prior written approval is obtained from the Cemetery Board, and County specifications are followed. Specifications can be obtained from the Cemetery Director. The owner must maintain fencing and curbing. Any fencing or curbing that is installed without prior written approval or is not maintained by the owner may be removed by the Cemetery Board, at the owner’s expense.

8. The Cemetery Board has given the cemetery groundskeeper authority to remove deteriorated gravesite flower arrangements and decorations. The Cemetery Board is not responsible for the loss of mementos left at gravesites.

9. Permanent plantings within the plots are permitted at the owner’s expense with prior written approval by the Cemetery Board. Permanent plantings must be maintained by the owner and must be removed at the owner’s expense when they become overgrown, diseased, or impede in any way with cemetery maintenance or operations.

10. Dogs are not allowed on the cemetery grounds, with the exception of guide dogs.

11. Arrangements for memorial services, cemetery service projects, community activities, etc. can be made by contacting the Cemetery Director.

12. Please respect this final resting-place of our family, friends, and neighbors.
THESE RULES AND REGULATIONS ARE ADOPTED THIS 4th DAY OF FEBRUARY, 2004 BY THE SMITH VALLEY CEMETERY BOARD.

Maralyn Abrott, Cemetery Director

Charles Van Norman, Chairman

Greg Hunewill, Vice Chairman

Judith McKay, Secretary

Jerry Rosse, Treasurer

Received this Date: ____________________

By: __________________________________ (Signature)

Address: ________________________________

_____________________________________

Telephone: _____________________________

Plot #: _________________________________
SPECIFICATIONS FOR CURBING OF CEMETERY PLOTS

HEAD CURBING:

Finished cement should measure 12" wide and 8" thick. The width is usually dictated by the size of the headstone.

SIDE AND BOTTOM CURBING:

Finished cement should measure 6" wide and 8" thick.

No less than 4" – 5" of curbing must be below ground level.

All curbing shall have at least two reinforcing bars (rebar) along the full length of head curbing, and one reinforcing bar on remaining edges. Rebar used in all curbing should be either 1/2" or 3/8" thick.

CONCRETE CAPS:

When the entire plot is covered with cement it is called a "CAP" and the dimensions are as follows:

Thickness should be at least 4".

6" x 6" / #10 - #10 WWF (wire mesh) must be used throughout the entire cap.

A cap is poured inside the above-described curbing.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number: 
11.a

Subject: 
For Possible Action: Approve the July 1, 2021 minutes.

Summary: 

Financial Department Comments: 

Approved As To Legal Form: 

County Manager Comments: 

Recommendation: 

ATTACHMENTS
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
12.a

Subject:
For Possible Action: Accept grant award from Nevada's Governor's Office of Economic Development (GOED), for the Community Development Block Grant Program (CDBG), to assist with water system isolation valves project for the Silver Springs Mutual Water Company in the amount of $95,036.

Summary:

Financial Department Comments:
This is a pass-through grant with no budgetary impact.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number: 12.b

Subject: For Possible Action: Approve a subrecipient agreement to use the Community Development Block Grant (CDBG) Funding between Lyon County and the Silver Springs Mutual Water Company in the amount of $95,036.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

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Agenda Item Number:
12.c

Subject:
For Possible Action: Approve Proposal from Lexipol to manage and update our current department policies and daily training bulletin's. Contract is a one year contract in the amount of $25,970.00, funded by a contingency budget transfer.

Summary:
The Lyon County Sheriff's Office currently operates under Lexipol in regards to our department policies. Overall the system is a good working system and has been in use for a number of years, however we have encountered a problem with the management of the system. Policies and procedures are constantly changing to keep up with changes in laws and the way we have to operate. Keeping up with those changes and making sure our people are staying up with those changes is a full time job, unfortunately LCSO does not have a full time person in place to manage and update the policies on our end. The result is that over time we have fallen behind. From a risk management standpoint we are to the point where we need assistance in getting the agency up to speed, that is where this contract comes into play. Lexipol will come in update, organize and manage our policies for us. Our goal is to get the system caught up to where we will be able to manage it ourselves. At the end of the first year we can reevaluate and make a determination on if the contract needs to be renewed.

Financial Department Comments:
This was not included in the department's budget, so it would need to be funded from a budget transfer from contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Proposal from Lexipol to manage and update our current department policies and daily training bulletin's. Contract is a one year contract in the amount of $25,970.00, funded by a contingency budget transfer. Lexipol has extended the contract offer that is submitted to the of July 2021.

ATTACHMENTS
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number: 12.d

Subject: For Possible Action: Approve a contract with Nevada Gunfighters for $1,200 for entertainment services at the Fair & Rodeo.

Summary: The Fair Board has recommended this contract for entertainment services at the Fair & Rodeo.

Financial Department Comments: This has been budgeted.

Approved As To Legal Form:

County Manager Comments:

Recommendation: Approve a contract with Nevada Gunfighters for $1,200 for entertainment services at the Fair & Rodeo.

ATTACHMENTS

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
12.e

Subject:
For Possible Action: Approve a Memorandum of Understanding with the Lyon County School District for three school resource officers totaling $360,000 for the period July 1, 2021 through June 30, 2022.

Summary:
The School District will pay for three school resource officers (SRO) up to $360,000 in salaries and benefits for July 1, 2021 - June 30, 2022 for Fernley, Dayton, and Silver Springs/Smith Valley.

The three positions are to be funded on a reimbursement basis. If an officer is not provided to a school, the County will only be able to request funding for the officers working in the school district.

The three positions would only be funded for salaries and benefits.

Financial Department Comments:
This will allow the Sheriff to keep the three positions that were funded by the School District for SRO positions.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a Memorandum of Understanding with the Lyon County School District for three school resource officers totaling $360,000 for the period July 1, 2021 through June 30, 2022.

ATTACHMENTS
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Agenda Item Number:
12.f

Subject:
For Possible Action: Approve a three-year contract for inmate medical services with Recon Technologies, Inc., doing business as Recon Health Care Services for the period July 1, 2021 through June 30, 2024, with two optional one year terms, in the amount of $713,000 in year 1, $748,650 in year 2, and $786,082.50 in year 3.

Summary:
The Lyon County Sheriff operates the detention facility in Yerington. The Sheriff is entering into this contract to provide correctional health care services with Recon Health Care Services. This will include the provision of onsite medical staff seven days per week which will provide medical, dental, and related health care and administrative services for the inmates, including prescreening of inmates, health evaluations, regularly scheduled sick call, nursing coverage, regular physician visits onsite, infirmary care, medical specialty services, medical records management, pharmacy service, health education and training services, other services as outlined in the proposal.

Financial Department Comments:
The contract, along with non-contract emergency medical services, is estimated to exceed the budget by approximately $55,000.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
13.a

Subject:
For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2022 Mobile Outreach Safety Team (MOST) programs, in the amount of $118,000.00.

Summary:
Annual grant funds to provide the MOST team case manager and clinician. MOST is a jail and hospital diversion program where public safety personnel, behavioral health clinician, and case managers work in collaboration to address the behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system.

The MOST program is designed to divert individuals experiencing behavioral health issues and other crises, away from criminal justice systems and emergency rooms, and into appropriate community-based services and supports.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2022 Mobile Outreach Safety Team (MOST) programs, in the amount of $118,000.00.

ATTACHMENTS

•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
13.b

Subject:
For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Office of Community Partnership and Grants for SFY2022, in the amount of $39,105.00 for the Family Resource Center (FRC).

Summary:
This is the annual grant renewal process for the Family Resource Center funding. LCHS Administrative Offices serve as the Family Resource Centers (FRC) and connection point to resources and referrals in the community. By having administrative staff available, at-risk individuals in Lyon County communities have an access point to get application assistance, information, and referrals to meet the goals of the individuals and families we serve.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from Nevada Department of Health and Human Services, Office of Community Partnership and Grants for SFY2022, in the amount of $39,105.00, for the Family Resource Center (FRC).

ATTACHMENTS
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
13.c

Subject:
For Possible Action: Accept a grant for $3,400 from the Dave & Cheryl Duffield Foundation to pay for standard adoption fees at the Animal Shelter for pet adoptions.

Summary:
The Animal Shelter applied for and received a grant to pay for the standard adoption fees to have dogs adopted from the shelter at no cost to the public.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a grant for $3,400 from the Dave & Cheryl Duffield Foundation to pay for standard adoption fees at the Animal Shelter for pet adoptions.

ATTACHMENTS
• 
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
14.a

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

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

ATTACHMENTS
- Cash Report 6-30-21
- Claims Report 6-16-21 to 6-30-21
## Governmental Funds

<table>
<thead>
<tr>
<th>Fund</th>
<th>Balance</th>
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## Enterprise Funds

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## Component Unit Funds

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**Total Lyon County**  
79,978,820.42

**Total Trust and Agency**  
12,492,755.63

---

### SUMMARY

- Lyon County: 79,978,820.42
- Trust & Agency: 12,492,755.63
- Unallocated Cash: 12,492,755.63

### BANK ACCOUNTS AND PETTY CASH

- Wells Fargo Bank Checking: 41,080,183.88
- Local Government Investment Pool: 51,405,358.74
- Inmate Trust: 1,000.00
- Fernley Swimming Pool Imprest: 300.00
- Dayton Utilities Imprest: 500.00
- Silver Springs GID Imprest: 500.00
- Petty Cash: 8,558.00

**TOTAL**  
92,496,400.62

---

**Cash balances with a debit balance are overdrawn (negative cash)**
## CLAIMS REPORT
### JUNE 16 THROUGH JUNE 30, 2021

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<th>LYON COUNTY</th>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
14.b

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

Summary:
The Board of Commissioners has requested to review travel claims paid by the Comptroller’s office.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approval Recommended

ATTACHMENTS
- Travel Report 6-16-21 to 6-30-21
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<tr>
<th>Department / Name</th>
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<td>Peter Whitten</td>
<td>Advanced SRO Richland, WA 07/18-07/22/2021 -Per Diem</td>
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<td>Tyrell Joyner</td>
<td>Narcotic &amp; Specialized Unit Supervisor Course Fremont, CA 07/11-07/17/2021 -Per Diem</td>
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<td>Debra Depaoli</td>
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<td>Christine Smith</td>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
14.c

Subject:
For Possible Action: Approve creating four temporary positions to work during the Lyon County Fair & Rodeo to be paid out of the Fair & Rodeo Fund budget.

Summary:
In the past, the Fair Board has contracted with ESI Security to provide staffing to restrict access to certain gates and to the box seat chairs. The Fair Board has not been able to find a firm to provide employees for this year’s Fair & Rodeo. The Fair Board is requesting that four temporary employees be hired by Lyon County to provide this service and believes that we can fill those positions locally and within the existing total budget.

Financial Department Comments:
The existing budget in the Fair & Rodeo Fund will cover the cost of these positions, which is estimated to be approximately $1,700. It was originally budgeted as services and supplies, but will be moved to salaries and benefits.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve creating four temporary positions to work during the Lyon County Fair & Rodeo to be paid out of the Fair & Rodeo Fund budget.

ATTACHMENTS
•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
15.a

Subject:
For Possible Action: Appoint a member to the Mason Valley Mosquito Abatement District Advisory Board.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
•  - Ed Moreda, Application
Lyon County
Application to Serve on Board or Commission

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

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee ☐ Mound House Advisory Board ☐ Mound House Advisory Board
☐ Advisory Board to Manage Wildlife ☐ Planning Commission ☐ Regional Transportation Board
☐ Animal Control Advisory Board ☐ Room Tax Board ☐ Silver City Cemetery Board
☐ Central Lyon Park & Recreation Board ☐ Silver City Town Advisory Board ☐ Silver Springs Advisory Board
☐ Central Lyon Vector Control Board ☐ Smith Valley Advisory Board ☐ Smith Valley Cemetery Board
☐ Dayton Regional Advisory Board ☐ Smith Valley Park & Recreation Board ☐ Stagecoach Advisory Board
☐ Dayton Valley Events Center Board ☐ Walker River Weed Control Board
☐ Debt Management Commission ☐ Library Board of Trustees
☐ Lyon County Fair Board ☐ Mason Valley Advisory Board
☐ Mason Valley Mosquito Abatement

Contact Information:

Name: Ed PEREDA
Address: 145 BAY 95A N UNIVERSITY, NV, 89447
Phone: 775-463-2140 Email: N/A

How long have you been a resident of Lyon County? 5 ½ YRS

Are you currently registered to vote? Yes ☑ No ☐

How many board or commission meetings have you attended in the last year? WR2D

Have you ever been convicted of a felony or misdemeanor other than minor traffic violations? Yes ☐ No ☑

If yes please list conviction dates and nature:

________________________________________________________________________

________________________________________________________________________
List boards or commissions you presently serve on or have served on in the past including dates of service:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

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

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

Signature: [Signature] Date: [Date]

Please return the application to:

Email: [Email]

Or

Lyon County Manager’s Office
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

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

Signature: ____________________________ Date: ____________________________

Name: ______________________________
For Possible Action: Approve the Nevada Agreement on Allocation of Opioid Recoveries.

Summary:
The State of Nevada is proposing an agreement with counties and cities on the methodology for how opioid recoveries by the State would be shared with local governments. Any lawsuits that individual governments have that are not settled at the State level would be distributed as outlined in the lawsuit.

NACO worked with the counties and the State to come to this proposed methodology. Much of it is based on a "universally accepted" (in opioid lawsuits) methodology based opioid prescriptions per capita, opioid deaths per capita, and opioid mental health cases per capita of each local government.

Financial Department Comments:
Any funding from a settlement was not included in the budget. We can use the funding to cover past costs. It looks like a significant portion will be used for future opioid addiction prevention and treatment programs.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada though its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to abate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this Nevada Agreement on Allocation of Opioid Recoveries ("Agreement") relating to the resolution of opioid related litigation and the allocation and use of the proceeds of any Recoveries as described; and
NOW THEREFORE, the Parties agree and desire to be bound as follows:

A. Definitions

As used in this Agreement:

1. "The State shall mean the State of Nevada acting through its Attorney General.

2. “Local Governments(s)” as used in this Agreement is limited to those Local Governments listed in Exhibit A, attached.

3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;

4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;

5. “Litigating Cities and Districts” shall mean the Cities and Districts listed in Exhibit B, attached;

6. “Counsel” shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts.

7. "The Parties" shall mean the State of Nevada and the Local Governments.

8. "Defendant(s)" shall mean entities and individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in Exhibit C, attached.

9. "Lead Litigator Costs" shall mean the costs incurred to date for litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.
10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigator Costs that may be asserted against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.

11. "Negotiating Committee" shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members").

12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in Exhibit C, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the litigation in Exhibit C to the extent the bankruptcy court allows for use of this Agreement to allocate funds.

13. "Approved Purpose(s)" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court.

B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, unless otherwise limited by Court Order, all recoveries must be used for Approved Purposes.

2. All Recoveries shall be allocated as follows: After deduction of Lead Litigator
Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if applicable, from any Recovery, the remainder of the Recovery shall be divided: 1) 43.86% to the State of Nevada; 2) 38.77% to the Local Governments to be further allocated by percentage of claims data for the Local Governments as outlined in Exhibit D, attached; and 3) 17.37% representing what is referred to as the Nevada Medicaid Match which amount shall be further allocated: a) 65% to Clark County, b) 10% to Washoe County, and c) 25% to the remaining counties by population, all of which is outlined in Exhibit E, attached.

3. The State of Nevada and Litigating Counties and Litigating Cities and Districts are, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery.

4. The State of Nevada and Litigating Counties and Litigating Cities and Districts are each responsible for payment of any attorney fees for the use of Counsel in maintaining their respective litigation from their share of the recoveries pursuant to the terms of their respective contingency fee agreements. In the event Counsel is eligible to apply for attorney fees or costs from a national fund created by a Defendant(s) in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement. Additionally, 25% shall be deducted from the share of each of the Non-Litigating Counties. The total of the monetary value deducted pursuant to this paragraph shall be allocated to the Litigating Counties by total percentage of claims data for those counties as
outlined in Exhibit F, attached.

5. In the event a Local Government merges, dissolves, ceases to exist, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:

a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District’s share shall be added to the share of the County in which the Litigating City or District is located in addition to the County’s allocated share.

b. If a Local Government excluded under this paragraph is a County, then that County’s share shall be added to the State’s share minus the shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.

6. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on Exhibit C, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.

7. The State of Nevada’s share of Recoveries, after deduction of attorney fees and any remaining costs, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).

8. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Government to pursue its own claims against any Defendant through that Parties' separate litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants for the benefit
of all Parties within the State of Nevada.

C. **Waiver of Conflict of Interest.** Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel’s representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. **Reporting**

Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State about how they intend to expend their shares of any Recovery/Recoveries to ensure such funds are being used for approved uses only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving the subject funds.

E. **Miscellaneous**

1. **Construction.** With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.

2. **Severability Clause.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

3. **Entire Agreement.** This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

5. Amendments. Any and all amendments to this Agreement must be in writing which must be signed by all parties and must be approved by their respective Boards, Councils, or Commissions.

6. Signature in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

7. Legal Advice. The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively “Government Attorneys”) and Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties’ litigation against Defendants while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Boards, Councils, and Commissions, and
provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, nothing in this agreement binds any party to any specific outcome of each Parties’ litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of July 15, 2021.

Executed this ______ day of ______, 2021.

STATE OF NEVADA

By: ___________________________  Dated: _________________
   NEVADA ATTORNEY GENERAL

CHURCHILL COUNTY

By: ___________________________  Dated: _________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CLARK COUNTY

By: ___________________________  Dated: _________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

DOUGLAS COUNTY

By: ___________________________  Dated: _________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT
ELKO COUNTY

By: ______________________ Dated: ______________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

ESMERALDA COUNTY

By: ______________________ Dated: ______________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

EUREKA COUNTY

By: ______________________ Dated: ______________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: ______________________ Dated: ______________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

LANDER COUNTY

By: ______________________ Dated: ______________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT
LINCOLN COUNTY

By: ___________________________  Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LYON COUNTY

By: ___________________________  Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

MINERAL COUNTY

By: ___________________________  Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

PERSHING COUNTY

By: ___________________________  Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

STOREY COUNTY

By: ___________________________  Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
WASHOE COUNTY

By: ____________________________  Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

WHITE PINE COUNTY

By: ____________________________  Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

BOULDER CITY

By: ____________________________  Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

NYE COUNTY

By: ____________________________  Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

CARSON CITY

By: ____________________________  Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT
CITY OF HENDERSON

By: __________________________ Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

CITY OF LAS VEGAS

By: __________________________ Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

CITY OF MESQUITE

By: __________________________ Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: __________________________ Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

CITY OF RENO

By: __________________________ Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: __________________________ Dated: ________________
    REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT
CITY OF FERNLEY

By: ____________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF ELY

By: ____________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF SPARKS

By: ____________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE PROTECTION DISTRICT

By: ____________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

By: ____________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
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## EXHIBIT B

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*Transferred to MDL*                                    |
| Boulder City                                         | U.S District Court, District of Nevada | 2:19-cv-01057  
*Transferred to MDL*                                   |
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| Central Lyon County Fire Protection District         | 3&lt;sup&gt;rd&lt;/sup&gt; Judicial District Court | 20-CV-00795       |</p>
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## EXHIBIT G

**LOCAL GOVERNMENT ALLOCATIONS (38.77%) + NEVADA MEDICAID MATCH (17.37%)**
**(65:10:25 - Population Split)**

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number: 16.b

Subject: For Possible Action: To give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto. (Requested by Comm. Keller)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
16.c

Subject:
For Discussion Only: Discussion on voting machines including associated costs and operations. (Requested by Commissioners Gray and Hockaday)

Summary:
Commissioners Gray and Hockaday requested an agenda item on voting machines, including their cost and operations. Attached is the current contract with Dominion regarding the voting machines, approved by the Board of Commissioners in 2017 and effective through December 31, 2025.

The voting machines cost $465,226 to purchase. The contract cost for 2022 is $44,876.88.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Dominion Agreement
VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND LYON COUNTY, NV

This Agreement, dated this 24th day of October, 2017 (the “Effective Date”), for a voting system, licenses and related services is made by and between Lyon County, NV (“Customer”) and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to purchase a voting system, licenses and related services; and

WHEREAS, Dominion designs, manufactures, sells, licenses, and provides ongoing solutions for voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell, license and furnish the System (as defined herein) to the Customer:

1. Composition of Agreement. Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

   Exhibit A: Pricing Summary and Deliverables Description
   Exhibit B: Software License Terms and Conditions

2. Definitions. For the purposes of this Agreement, the following are defined terms:

   2.1. "Acceptance" and variations thereof, means the successful completion by the Customer of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and agreed to by the parties, or the occurrence of other events defined in Section 8.

   2.2. “Confidential Information” means those materials, documents, data, and technical information, specifications, business information, customer information, or other information of a Party (the “Disclosing Party”) maintains as trade secrets or confidential and which are disclosed to a another Party (the “Receiving Party”) in tangible form conspicuously marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion Software and associated documentation.

   2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.
2.4. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation as more specifically described in Exhibit A.

2.5. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.

2.6. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.

2.7. "License" has the meaning set forth in Section 7.

2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

2.9. "Third Party Software" means manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.

3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2025, unless sooner terminated or extended as provided herein. Subject to possible annual price increases, the licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.

4. **Dominion's Responsibilities.** Dominion shall:

4.1. Deliver the System and installation plan services as described in Exhibit A (Project Configuration and Pricing Summary).

4.2. Assign a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager will be the primary contact for all project needs. The Dominion Project Manager will be responsible for all deliverables and services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.

4.3. Provide the Customer with a Dominion Software Use License as described in Exhibit B (Software License Agreement).
4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.

4.5. Provide the Customer with the information and assistance to permit the Customer’s third party ePollbook vendor the ability to write ICX election information onto smart cards. UNDER NO CIRCUMSTANCE WILL DOMINION BE LIABLE FOR ANY ACTIONS OR OMISSIONS OF THE CUSTOMER OR THIRD PARTY ePOLLLBOOK VENDOR RELATED TO SMART CARD ACTIVATION. DOMINION DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY RELATED TO SMART CARD ACTIVATION.

4.6. Assist in the Acceptance Testing process as required by Section 8 herein.

4.7. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

5. Customer’s Responsibilities. Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status upon request. While the Customer is responsible for all payments, the Customer anticipates that the State of Nevada will subsidize or pay in full, all amounts for Election Support, and annual Software Licenses and Warranties.

5.2. Assign a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

5.3. Conduct Acceptance testing process as required by Section 8.

5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to provide the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

5.5 If applicable, for election setup and database creation services as described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the
Customer. In the event the Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.

6. Title and Risk of Loss.

6.1. **Title to the System, Excluding All Software.** Title to the System, or any portion thereof, excluding software and firmware, will pass to Customer upon delivery.

6.2. **Software.** Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

6.3. **Risk of Loss.** Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

7. Software License and Use.

7.1. **License.** Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.

7.2. **Third Party Software.** The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party License Agreements by Customer's first use of the System.

8. Acceptance.

8.1. **Dominion Software or Dominion Hardware Testing.** After delivery of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation.
8.2. **System Acceptance Testing.** To the extent not tested as part of the testing pursuant to Subsections 8.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

8.3. **Acceptance/Rejection.** After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or Dominion provided Acceptance criteria, Customer will notify Dominion in writing within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.

8.4 **System Conformance.** Customer will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set out in the Agreement in a manner that does not affect the performance of the System, in whole or in part, and Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

9. **Warranties.**

9.1. **Dominion Software Warranty.** The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Terms.

9.2. **Third Party Products.** The warranties in this Sections 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.

9.3. **Dominion Hardware Warranty Terms.** Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance.

9.4. **Dominion Hardware Warranty Services.** If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
9.4.1. Customer shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Dominion, and Dominion shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to Customer.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion’s current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. Force Majeure. Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss of damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

11. Indemnification. Dominion, at its sole expense, will indemnify and defend the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney’s fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party’s patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.
12. Limitation of Liability. DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Confidential Information.

13.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

13.2. Subject to the requirements of the Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

13.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by the Customer. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

14. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.
15. Termination.

15.1 For Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

15.2 For Non-Appropriation of Funds. The Customer shall not be obligated for payments hereunder for any future fiscal year unless or until the Customer appropriates funds for this Agreement in Customer’s budget for that fiscal year. In the event that funds are not appropriated, then this Agreement may be terminated by the Customer as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. In the event Customer notifies Dominion that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Dominion in accordance with this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.

16. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

17. Survival. The provisions of Sections 2, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of Nevada, and the courts of competent jurisdiction located in the State of Nevada will have jurisdiction to hear and determine questions relating to this Agreement.
19. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. **Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

21. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

If to the Customer:

Lyon County, NV
27 S. Main St
Yerington, NV 89447

22. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

23. **Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

[Signature]

AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

12/19/2017

DATE

LYON COUNTY, NV

[Signature]

AUTHORIZED SIGNATURE

Bob Hastings

PRINTED NAME

Chairman, Board of Lyon County Commissioners

TITLE

12/7/17

DATE
EXHIBIT A

VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING AND LYON COUNTY, NV

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. System Pricing Summary - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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</thead>
<tbody>
<tr>
<td>ImageCast ICC – M160 Scanner</td>
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2. Payment Schedule - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of
all excise, sale, use and other taxes imposed by any governmental authority, all of which
taxes shall be reimbursed by the Customer.

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3. **Election Services, Annual License and Warranty Fees**

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3.2 **Annual Software License Fees**

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<td>2</td>
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<tr>
<td>ICX with VVPAT printer</td>
<td>142</td>
<td>$95.00</td>
<td>$13,490.00</td>
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<tr>
<td>ICX with VVPAT printer and ATI</td>
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<td>$109.97</td>
<td>$15,616.36</td>
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Dominion Voting Systems Inc.                                                  Voting System Agreement
Template Exhibit A – 10/01/17                                                Page 2 of 7
<table>
<thead>
<tr>
<th></th>
<th>2023</th>
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3.3 Annual Warranty Fees

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<td><strong>Annual Warranty Fee – 2019</strong></td>
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<td>$ 1,018.47</td>
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4. Detailed Descriptions

4.1 ImageCast® Central Scanner (ICC). Customer shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

4.1.1 Canon DR-G1130 high speed document scanner
4.1.2 ImageCast® Central Software including third party Twain software
4.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
4.1.4 iButton Security Key
4.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

4.2 ImageCast® Central Scanner (ICC) – Standard Speed. Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for standard speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
4.2.1 Canon Model DR-M160 standard speed document scanner
4.2.2 ImageCast® Central Software including third party Kofax VRS 4.5 software
4.2.3 OptiPlex 7440 All-in-One Series with pre-loaded software
4.2.4 iButton Security Key
4.2.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

4.3 ImageCast® Software. The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:
4.3.1 AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
   • The top portion of the image contains a scanned image of the ballot.
   • The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

1.1 ImageCast® X ("ICX") Application is an application used for touchscreen DRE voting on tablets at a voting location. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code. The ballot consisting the voter’s precinct and ballot style is presented to the voter on the tablet. All voting activity is performed at the tablet, including accessible voting. After review and completion of the ballot selections, the Voter Verified Paper Audit Trail ("VVPAT") printer prints the voter’s selections for review. Once reviewed, the voter is given an option to make changes or cast the ballot. When the ballot is cast, it is electronically recorded on redundant memories on the ICX.

1.2 Democracy Suite Light Software consists of the following components:
1.2.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.
1.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

1.3 ImageCast® Adjudication Application is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as covevotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

1.4 Project Management. Dominion shall assign a project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager will be the primary contact for all project needs. The Dominion Project Manager will be responsible for all deliverables and services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.

1.5 System Training. Dominion will provide the following training as described herein.

1.5.1 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

1.5.2 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.

1.5.3 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.

1.5.4 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, testing and troubleshooting.

1.6 System Installation and Configuration provided by Dominion shall consist of on-site support technicians for the upgrade and configuration.

1.7 System Acceptance Testing Support. Dominion will provide training and support during the System Acceptance Testing period.

1.8 Election Ballot Definition Setup. Dominion will perform the following ballot definition items in English only: Democracy Suite template project setups and maintenance, Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF Artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges
would be at the County's expense. Election Setup service charges will be
determined upon completion of each Election. Any election not identified above,
will be at the then current rate, and will be subjected to a minimum setup charge of
$3,500.00 per election.

1.9 Election Day Support. Election Day Support shall include three (3) days (inclusive
of travel) of direct onsite election support.

1.10 Travel and Expenses included. All costs of Dominion transportation, lodging and
meal expenses are included during the Agreement Term.

1.11 Ongoing telephone support. Telephone support shall be available for Customers
during the Term of the Agreement at no additional costs.

1.12 Other Services, Consumables or Equipment. Any other services, consumables
or equipment not specifically identified in this Agreement are available for purchase
by the Customer at the then current Dominion list price.
EXHIBIT B
SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Agreement" shall mean the agreement between the Parties for the use of the licensed Software.

1.2. "Licensee" shall mean the Customer defined in the general terms and conditions of this Agreement.

1.3. "Licensor" shall mean Dominion Voting Systems, Inc.

1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.

1.5. "Software" means the Democracy Suite® and ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation thereunder.

1.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.7. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. License Terms.

2.1. License to Software. Subject to the terms of herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferrable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor shall sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.
3. **Payment.** In consideration of the grant of the license, the Licensee shall pay the fees set forth in Exhibit A of the Agreement.

4. **Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

   4.1. **Upgrades.** In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of Nevada, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

   4.2. **Certification Requirement.** Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of Nevada.

5. **Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

   5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

   5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

   5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

   5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

6. **Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

7. **Warranties.** The following warranties will apply to all Software during the Term.

   7.1. **Software Warranty Terms.** Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. The Licensor also warrants that the Software shall comply with the State of Nevada certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of Nevada. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.
7.2. **Corrections.** If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the State of Nevada.

7.3. **Third-Party Products.** The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. **NO OTHER WARRANTIES.** LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions. For the purposes of this Agreement, the following are defined terms:

1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.

2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

(i) any commercial or non-commercial printer
(ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

3. No Copyright Warranties. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
16.d

Subject:
For Possible Action: Direct staff to begin the application process to change the name of Old Dayton Valley Road to Pres. Trump Way, approve the application and authorize staff to move forward with the process.

Summary:
July 1, 2021 the Board of Commissioners voted, 4 in favor and 1 against, on agenda item 19D For Possible Action: Approve starting the process to rename a street in the Dayton area. (Requested by Commissioner Gray). Lyon County has received a number of concerns that the Board of Commissioners may be in violation of the Open Meeting Law as the agenda language was not specific to what street would be affected or what the proposed name would be.

The item is being brought back to address any OML concerns and notify the citizens of Lyon County of the proposed name change. Staff is currently working on an application and verifying associated costs.

Financial Department Comments:
The initial estimate of Lyon County cost is approximately $8,000, including: letterhead, business cards, street and building signs, document preparation and recording, etc. Street signs are also estimated to need to be replaced on a frequent basis.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- 07.02.2021 Old Dayton Rd - Pres. Trump Way Street Name Request Form
- 07.15.2021 BOCC Old Dayton Road - Pres. Trump Way Street Name Change Process Memorandum
- Public Comment
**Request to Reserve/Change Street Name(s)**

**Project Information**

- **Project Name:** Change street name from Old Dayton Road to Pres. Trump Way
- **Project Street Address:** 15/315/321/335 Old Dayton Road

**Community:** Dayton  
**Section(s)/Township/Range:**

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**Street Name Requests**

- **Request to Reserve New Street Name(s)**
- **Request to Change a Street Name(s)**

**Present Street/Road Name(s):** Old Dayton Road

**Requested Street/Road Name(s):** (List in alphabetical order and attach additional sheets if needed)

- Pres. Trump Way

*If final recordation has not occurred within two (2) years, it is necessary to submit a written request for extension of the street name reservation(s) prior to the expiration date of the original approval request.*

**Applicant Information**

**Applicant/Developer**

- **Name:** Lyon County Board of Commissioners
- **Address:** 27 S. Main Street  
- **City:** Yerington  
- **State:** NV  
- **Zip:** 89447

**Professional Consultant/Representative**

- **Name:** Rob Pyzel, Senior Planner
- **Address:** 27 S. Main St.  
- **City:** Yerington  
- **State:** NV  
- **Zip:** 89447

**Phone:** (775) 463-6531  
**Fax:** (775) 463-5305

**Cell:** N/A  
**Contact:** Jeff Page, County Manager

**Email:** jpage@lyon-county.org

**Professional Consultant/Representative**

- **Name:** Rob Pyzel, Senior Planner
- **Address:** 27 S. Main St.  
- **City:** Yerington  
- **State:** NV  
- **Zip:** 89447

**Phone:** (775) 463-6531  
**Fax:** (775) 463-5305

**Cell:** N/A  
**Contact:** Rob Pyzel, Senior Planner

**Email:** rpyzel@lyon-county.org

**County Agency Review**

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*For Official Use Only*

**Please refer to Street Naming Criteria pursuant to 11.07.14(A)(11) of the Lyon County Code** (See next page).
Street Name Requirements
11.07.14(A)(11) of the Lyon County Code

Street names and suffixes shall be designated by the developer, subject to the approval of the Planning Commission and, in accordance with the following general policy and shall:

a. Be short (under 12 letters, if possible) and preferably in one word.

b. Have a simple spelling and easy pronunciation.

c. Avoid prefixes such as north and south, east and west and upper and lower, etc.

d. Be related to the type and importance of the street. (The suffix boulevard should not be attached to the name of a minor residential street.)

e. Avoid the use of numbers or letters as street names.

f. Not be incongruous, offensive or geographically misleading.

g. Not be repetitive or similar in sound and character to streets already in existence in Lyon County.

h. Have a single name for a street having a continuous alignment.

i. When to be connected in the future into a continuous alignment or extended, bear the same name as the existing street.

j. Have a metal street sign to be erected as specified in the "Standard Details For Public Works Construction" on at least one corner of every intersection and shall identify each street name.
MEMORANDUM

TO: Lyon County Board of Commissioners, County Manager
FROM: Rob Pyzel, Senior Planner
SUBJECT: Street Name Change Process
DATE: July 15, 2021

If directed by a majority of the Board of Commissioners, then the Planning Department will file a County-initiated street name change application (w/o the application filing fee). The following outlines the street name change application review process:

1) County staff would complete and process the street name application (refer to attached street name change application form);
   a) For street name change applications, the reviewing agencies are sent a copy of the street name request application and requested to provide comments as to the potential impact to their operations/regulations/requirements.
   b) For street name change applications, the typical concern is similarities/conflicts with existing street names that may lead to confusion for emergency service providers, road department staff and utility department staff.
2) The street name change application is forwarded to the Dayton Regional Advisory Board chairperson;
3) The Dayton Regional Advisory Board determines whether to add the street name change application to their next regularly scheduled meeting to review and provide comments to forward to the Planning Commission/Board of Commissioners;
4) The street name change application is scheduled for the next regularly scheduled Planning Commission meeting date;
5) The current property owners of parcels fronting on the street proposed for the change in street name change application will receive public notice of the Planning Commission agenda item (the public notice has to clearly state the intent of public hearing applications);
6) The street name change application is heard by the Planning Commission in a public meeting and a decision is made regarding the street name change application request.

It is important to note that per state statue and Lyon County Code, the decision of the Planning Commission can be appealed to the Board of Commissioners (NRS 278.3195 and LCC 15.12.02).

If the street whose name is to be changed is an existing street dedicated as part of a recorded subdivision (final parcel map/final subdivision map), then a Certificate of Amendment would have to be processed as well per NRS 278.473 and Chapter 15.601.01:

"NRS 278.473 Certificate of amendment to correct or amend recorded plat, survey or map if correction or amendment does not change location of survey monument, property line or boundary line: Request; preparation, contents and recordation."
1. To correct an error or omission in or to amend any recorded subdivision plat, record of survey, parcel map, map of division into large parcels or reversionary map, if the correction or amendment does not change or purport to change the physical location of any survey monument, property line or boundary line, a certificate of amendment must be requested and recorded pursuant to this section.

2. A certificate of amendment may be requested by:
   (a) The county surveyor to make a correction or amendment which affects land located within the boundaries of an unincorporated area or Carson City;
   (b) The city surveyor or a professional land surveyor appointed by the governing body of the city to make a correction or amendment which affects land located within an incorporated city;
   (c) The planning commission if authorized by local ordinance; or
   (d) A professional land surveyor registered pursuant to chapter 625 of NRS.

3. If a certificate of amendment is requested to correct or amend a record of survey, the surveyor who:
   (a) Requests the certificate of amendment; or
   (b) Is responsible for an error or omission which is to be corrected, shall prepare and record the certificate of amendment within 90 days after the surveyor receives notification of the request made pursuant to subsection 2. If the surveyor is no longer professionally active, the county surveyor, city surveyor or a professional land surveyor appointed by the governing body shall prepare and file the certificate.

4. The certificate of amendment must:
   (a) Be in the form of a letter addressed to the county surveyor, the city surveyor, a professional land surveyor appointed by the governing body of the city or, if authorized by local ordinance, the planning commission;
   (b) Specify the title, legal description and recording date of the document being corrected or amended;
   (c) Concisely state the data being changed and the correction or amendment;
   (d) Be dated, signed and sealed by the surveyor preparing the certificate; and
   (e) Contain the following statement, dated and signed by the county surveyor, city surveyor or a professional land surveyor appointed by the governing body:

   I hereby certify that I have examined the certificate of amendment and that the changes to the original document specified therein are provided for in applicable sections of NRS 278.010 to 278.630, inclusive, 625.340 to 625.380, inclusive, and local ordinances adopted pursuant thereto, and I am satisfied that this certificate of amendment so amends or corrects the document as to make it technically correct.

5. Upon the recording of a certificate of amendment, the county recorder shall cause a proper notation to be entered upon all recorded sheets of the original document being amended, if the county recorder does not maintain a cumulative index for such maps and amendments. If such an index is maintained, the county recorder shall direct an appropriate entry for the amendment.”

Chapter 15.601.01:

“15.601.01: AMENDED MAPS:

A. Certificate Of Amendment: If an error or omission is found in any subdivision map, record of survey, parcel map, map of division into large parcels, or reversionary map, and the correction does not change or purport to change the physical location of any survey monument, property line or boundary line, the error or omission may be corrected by the filing and recordation of a certificate of amendment authorized by the Board. The certificate of amendment shall contain the items required by Nevada Revised Statutes 278.473(4).
B. Amending Map: If an error or omission is found in any recorded subdivision map, record of survey, parcel map, map of division into large parcels, or reversionary map, and the correction changes or purports to change the physical location of any survey monument, property line or boundary line, the correction may be effected by the filing of an amended map pursuant to the procedures of this section. This procedure may be utilized only to correct errors or omissions which do not result in a change of the number of lots, result in significant changes to the area of any lot or the amount of land reserved or dedicated for public use and improvements, or result in the removal of any covenants or restrictions attached to the final approved or recorded map.

C. Procedures For Amending Map: The same procedures and requirements shall be applied to the application for an amended map as to the original land division, except, in the case of subdivisions, only those procedures for the approval and filing of a final subdivision map shall apply. The amending map shall be in the format and shall contain the certificates required by Nevada Revised Statutes 278.477(2) and this title.

D. Public Notice And Review: Map amendments shall be subject to the same personal notice and hearing requirements as required for an original map review.”

If the street name change is approved by the Planning Commission, then the contract County Surveyor would have to create, process and record a Certificate of Amendment documenting the changing of the recorded street name within the recorded subdivision to the approved changed street name. The County Recorder would then document the change to the recorded final map as noted in NRS 278.473.
Regarding name change to Old Dayton Valley road
1 message

Karen Sikora <sikorakaren@yahoo.com>
To: "sjuntunen@lyon-county.org" <sjuntunen@lyon-county.org>

Ms. Juntunen,
I am writing to you to express my concerns over changing the name of Old Dayton Valley Road to Pres. Trump Way. These are the emails I have sent to th
Dear County Commissioners:

I am writing in regards to the proposed name change of Old Dayton Valley Road. I would ask that you would please reconsider this matter.
My major concern is the cost to the 3 schools, Senior Center and Library that will be affected by a name change. Along with this concern is the fact that Dayton community.
Instead of renaming a street use new names for new streets. I personally feel streets named after famous historical contributors to the state of Nevada s Lincoln, Paul Laxalt, and many others that have added to the historical significance of Nevada.

In conclusion, I ask that you please take my concerns into consideration.

Thank You,
Karen Sikora

I sent the following email to them today.

- Karen Sikora <sikorakaren@yahoo.com>
  To: whenderson@lyon-county.org, vkeller@lyon-county.org, kgray@lyon-county.org, jacobson@lyon-county.org, dhockaday@lyon-county.org

  Tue, Jul 6 at 10:46 AM

  Good Morning

  I have not been able to locate any email addressees for the Lyon County planning commissioners. Aren’t they the ones that ultimately determine whether to approve said change? Are you able to provide me email addresses on the members of the planning commissioners?

  In addition to my stated reasons for not wanting to see the name changed for Old Dayton Valley Road-I do have personal reasons as well. I am a Special Education Teacher at Dayton Intermediate located on Old Dayton Valley Road. It was stated that no one lives on Old Dayton Valley Road that it is only school and county buildings. We may not live there but that is our “home” too. I truly do not want to see a sign changed because no one “lives” on that road. Many of our students at DES, DIS, and DHS consider their schools their safe place. People do “live” on Dayton Valley Road and a name change in addition to the unnecessary costs to the schools, Senior Center, and Library is not warranted.

  I do not want to get into the whole political aspect of all this-but if the sign needs to be changed lets change it to a more appropriate historical Nevadan person’s name. Our country has become very divided and we do not need to add to that division by changing the name of an historical road to a name that continues to cause division. We need unity.

  All of the social media posts on this subject is further dividing this community. This has to stop. Why add unnecessary fuel to the fire.

  Please provide me with the contact information for the planning commissioners.

  Thank you,
  Karen Sikora

  My question to you is who has the final say on this matter? Also-what else can I do to help prevent this from occurring?

  Thank You,
  Karen Sikora
There are many who are not for Trump and I do not think it is healthy to name a street with his name. Go for a more ancient presidential name.

Thank you for your concern! - Lynna Reed, Dayton
Old DVR V Trump Road
1 message

erich@conwayco.com <erich@conwayco.com>
To: "Sjuntunen@lyon-county.org" <Sjuntunen@lyon-county.org>

Tue, Jul 6, 2021 at 1:24 PM

Firmly opposed to the name change and financial burden it would bring for our schools, senior center and little league.

Regards,
Robert Eric Harrison
119 Hillcrest Circle
Dayton NV 89403
Cell 775-690-6062
Hello,
As someone who was born and raised in Dayton, I am concerned with the name change of Old Dayton Valley Road. My concerns are how much it will cost the schools to accommodate the change, the historical significance of Old Dayton Valley Road, and that Donald Trump has little significance in Dayton. If it's so important to name a road after Trump in Dayton, why couldn't we just name a new road after him? I hope you will reconsider this. I have already emailed the Lyon County Commissioners about this as well.
Thank you.
-Abigail Sikora
Old Dayton Valley Road name change

1 message

Lisa Shumway <lws329@yahoo.com>  
To: Sjuntunen@lyon-county.org  

Tue, Jul 6, 2021 at 1:29 PM

Lyon County Commissioners,

Please don't change the name of Old Dayton Valley Road. You will cause endless headaches and confusion in our town by changing the name of a major road. There's no good reason to do this. Our town is growing and if constituents really want a road named after former President Trump, it would cause much less confusion to name a new road after him.

I think we ought to avoid naming roads after divisive figures such as Trump. We could end up replacing stolen signs and cleaning graffiti regularly. If the commissioners have time to spend on less important things like road namings, they ought to choose a local historical figure.

Sincerely,
Lisa Shumway
Erik Kelli <eriknkelli@hotmail.com>  
To: "Sjuntunen@lyon-county.org" <Sjuntunen@lyon-county.org>  

Good Afternoon:

I would like to know how to make public comment on the potential name change from Old Dayton Valley Road to Pres Trump Road.

This is very decisive proposal meant to divide our town/county without regard to all citizens that live here. I do not understand why this name change would be heard or even considered based the past actions of Trump disrespects people with disabilities and the lack of respect to minorities to include women and Asian Americans, as well as countless other classes of Americans.

I understand that old Dayton valley road has no residents but schools and public infrastructure reside on this road and extremely important to our community.

I respectfully request that the road name remain unchanged.

Kelli Anderson
Dayton Nevada
775-220-1618

Sent from my iPhone
Name change on old Dayton rd.

1 message

Ken and Cathy Mitchell <ken-cathy2011@hotmail.com>  
To: "Sjuntunen@lyon-county.org" <Sjuntunen@lyon-county.org>  

Tue, Jul 6, 2021 at 1:45 PM

> I am all for this but I don't think this street is a good choice. This is historical and should stay along with main st. Any other street I totally agree with a name change. Thanks for your time. Cathy Mitchell
>
> Sent from my iPhone
Renaming Dayton Valley Road

1 message

Steve Ayer <Steve.Ayer@cbselectre.com>  
To: "Sjuntunen@lyon-county.org" <Sjuntunen@lyon-county.org>  
Tue, Jul 6, 2021 at 1:56 PM

The idea is completely insane. Who's gonna cover the cost to make this silly change? The local taxpayers, me! I supported Trump and I think this is the most ridiculous idea ever. Do you really want to piss off all of the people that didn't vote for him. Stop the nonsense. There is a reason Lyon County is broke. County officials are wasting their time on silliness and not investing time into bringing commercial and industrial into the County. Stop wasting our time and tax dollars! Thank you!

Broker/Salesman

175 Highway 50 East Dayton, NV 89403

775-813-8500 Direct 775-236-2697 Fax

www.Steve.Ayer.cbselectre.com

Steve.Ayer@cbselectre.com
Renaming of Old Dayton Valley Rd in Dayton NV

1 message

Tami Dufresne <dufresne45@att.net>  
Reply-To: Tami Dufresne <dufresne45@att.net>  
To: "Sjuntunen@lyon-county.org" <Sjuntunen@lyon-county.org>  

Tue, Jul 6, 2021 at 2:19 PM

Shannon,

This email is to express my thoughts regarding the proposed name change of Old Dayton Valley Road.

I am so disappointed and disgusted. With all the issues facing Dayton and Lyon County right now, THIS is an issue that requires our Commissioners’ time? I do not think so.

Has any analysis been completed regarding the time and expense involved in renaming the road? A new sign, address changes for all the businesses on that road, etc. Who will be taking the time to make the necessary changes and who will be paying for that?

If renaming is approved (despite the many objections of Dayton residents), why would it be named after a divisive president facing criminal charges? Why wouldn't we honor a historical figure who was instrumental to the development of our community?

According to one article I read, this is all happening because Ken Gray said "a constituent" approached him about it. Well Mr. Gray, I am a constituent and I'm telling you I object.

Sincerely,
Tamara J. Dufresne
Proposed Name Change

1 message

Jackson Fitzsimmons <jacksonfitzsimmons5@gmail.com> Tue, Jul 6, 2021 at 2:23 PM
To: sjuntunen@lyon-county.org

My name is Jackson Fitzsimmons and I am a long time resident of Dayton. I grew up here and have lived here for almost 20 years.

I support the proposed name change of Old Dayton Valley Road to "President Trump Way." I think it's a brilliant symbolic gesture. Democrat politicians do it all the time, there is no reason you can't do it too. My friends and family are largely in support as well.

Sincerely-

Jackson Fitzsimmons
Hello,
I think changing the street name at this time makes absolutely no sense and is completely unnecessary! It will cost too much money to create even more political descencion than what we currently experience, not only in our County, but our whole Country!
Any name chosen would still be an issue with some since you can't please everyone!
There has been no explanation as to why the name change is being proposed, and the reason for the specific name chosen.
What would it do to help improve our county?
Aside from the cost of signs, and all the expense to everyone that has an address on that street, consider the expense of constant replacement and or vandal repairs that will likely be an issue for a long time ahead!
I would rather see my tax dollars go towards County improvements. Infrastructure is far more important!
With all the growth in our future we don't need to waste time and money on a street sign of any name!
Thank you
Ginny Taylor <gint88@gmail.com>  
To: "sjuntunen@lyon-county.org" <sjuntunen@lyon-county.org>  
Tue, Jul 6, 2021 at 3:09 PM

My husband and I have lived here for 20 years and really oppose trying to change Dayton Valley Road to President Trump way. I think it would ruin our small town feel. Please don’t do it.
Thanks, V Taylor
Dear Ms. Juntunen,
I am writing to express my opinion as a Lyon County taxpayer on the renaming of old road to president Trump way. I think it’s a ridiculous waste of the County’s money and do not support this in any way. Even as a Trump supporter I find this wasteful and divisive. Although I do not think he was divisive as a president at all, there are just so many people who dislike him and who did not vote for him and coming got off the heels of a contentious four years this just isn’t the time. Nor does our poor little County need to spend the money for this. Can you even imagine the graduation stolen signs etc? There are plenty of fellow registered republican voicing the same opinion as mine. Just please leave the name as it is.
Thank you for your time,
Julie Hydro
Trump supporter and registered Republican.

Sent from my iPhone
Dayton Valley Road
1 message

Vicki McCormick <reachin thru@yahoo.com>
To: "Sjuntunen@lyon-county.org" <Sjuntunen@lyon-county.org>

Tue, Jul 6, 2021 at 6:29 PM

Please do not approve the renaming of Dayton Valley Road. Keep the name.

Thank-you
Vicki McCormick
121 Creekside Dr
Dayton NV
Proposed renaming of Dayton Valley Road

1 message

Janet Stanley <jan.stanley53@gmail.com>  
To: sjuntunen@lyon-county.org

Tue, Jul 6, 2021 at 10:11 PM

Please! Please do NOT name the road I drive every single day after Trump!! Property values will go down, Dayton will be a laughing stock for naming a road after this criminal, worst President ever, just because Ken Gray is obsessed with him! Sneaky, back door way of trying to do this without community input!
Dayton Valley Road is an historic ranch road and should keep its name. Please and thank you.

Janet Stanley
Imperial Road
Dayton.
775/530-4992

Sent from my iPhone
name change
1 message

Lee Mason <vgnleemason@gmail.com>
To: sjuntunen@lyon-county.org

Tue, Jul 6, 2021 at 10:19 PM

My wife and I are strongly opposed to the idea of re-naming Old Dayton Valley Road. It would be a very bad idea as the name is part of our towns history. Naming it after Trump will only cause more division and controversy. Thank You, Lee and Melissa Mason.
Dear Lyon County Commissioners:

Please do not change the name of this road.

It is my understanding that one Lyon County constituent approached an elected official to have the name changed.

Here is another Lyon County constituent that does not what the name changed, but will most likely be overridden since I did not give him (Ken Gray) any money for his campaign. I know how it goes in the good old boys’ government. The donors get their way on the back of the taxpayers.

Plus the good old boy's want to brainwash children of Dayton, remember what is on this street, three schools.

Don't change the name of the road.

Viva!!! Old Dayton Valley Road

John Snow
Dear Lyon County Commissioners:

Please do not change the name of Old Dayton Valley Road.

Changing names of roads need to be thought out and not changed on a whim.

Name changes have impacts on the not only the properties on Old Dayton Valley Road, but it also has impact on first responders. This could cause a delay to a response to three schools, two parks, one senior center and one public library.

Along with the cost to the county and the school district, the potential of stolen signs of individuals who do not agree with the name change and the ones who what a souvenir. With signs being stolen you will now waste time of both law enforcement and county staff with follow up.

Leaving Old Dayton Valley Road the way it is, is the correct solution.

If there was anything that Old Dayton Vally Road needs would be a surface upgrade, plus pedestrian safety upgrades.

Public safety investments are what the Lyon County Commissioners should focus on, not changing the name of a road.

Dustin Boothe
My name Sabra Weiss. I am a voting resident of Dayton and live off of “new” Dayton Valley Road. I am completely opposed to changing the name of Old Dayton Valley Road.

Warm Regards,
Sabra Weiss
Name change for Old Dayton Valley Road
1 message

Beth Salvador <totalbs101@hotmail.com>
To: "sjuntunen@lyon-county.org" <sjuntunen@lyon-county.org>

Wed, Jul 7, 2021 at 8:57 AM

Hello, my name is Beth Salvador and I have been a resident of Dayton Nevada since 1985. When I moved to Dayton we had two main roads, highway 50 and Dayton Valley Road, which became old Dayton Valley Road when the new bridge and road went in to divert the traffic from in front of the schools.

I am vehemently opposed to renaming this road to President Trump Way. Dayton used to be a come together community, one where no one cared who you voted for or what party you were registered to vote under. We all came together no matter what and we were there for each other no matter what. In the last 10 years that has changed dramatically and we are no longer that close knit community. Renaming old Dayton Valley Road to President Trump way would only add to the division of the community. If it must be renamed, as I personally prefer to leave it old Dayton Valley Road, my suggestion would be to name it after one of the many prominent Dayton citizens who have spent their lives here doing what they can to better our community and not divide it.

Thank you for your consideration.

Sincerely,

Beth Salvador
Get Outlook for iOS
Old Dayton Valley Rd name change
1 message

Michael Howe <mhowe775@gmail.com>               Wed, Jul 7, 2021 at 9:35 AM
To: "sjuntunen@lyon-county.org" <sjuntunen@lyon-county.org>

Good morning Shannon.

I am a resident of Dayton since 1996 and I do NOT support any name change of Old Dayton Valley Rd.

Changing the name would cause undue costs on the taxpayers of Lyon County and waste county officials time.

Secondly, if the name were to be changed, to President Trump Way it would cause a further split among residents and most likely lead to continuing vandalism by fan/supporters of Trump and by those haters/non-supporters.

Thank you

Michael Howe
I am opposed to changing the name of Dayton Valley Road.
Erin Copp
Resident and registered voter in Lyon County, NV
Regarding the proposal to rename Old Dayton Valley Road.

My opinion: 1st of all, why rename it at all? 2ndly if for some reason it needs to be renamed how about something that reflects the area and the city of Dayton. I don't recall Mr. Trump even visiting our Dayton? Mr. Ken Gray can rename his street if he'd like.
Sent from my iPad

Begin forwarded message:

From: Randie Haber <ilrowdy1@aol.com>
Date: July 4, 2021 at 2:19:07 PM PDT
To: ridebikesOO@aol.com
Subject: Fwd: disgrace

Sent from my iPhone

Begin forwarded message:

From: Randie Haber <ilrowdy1@aol.com>
Date: July 4, 2021 at 12:46:39 PM PDT
To: ridebikesOO@aol.com
Subject: Fwd: disgrace

Sent from my iPad

Begin forwarded message:

From: Randie Haber <ilrowdy1@aol.com>
Date: July 2, 2021 at 7:45:33 AM PDT
To: kgray@lyon-county.org
Subject: disgrace

Sent from my iPad …I’ve wrote you before, no answer back of course. After hearing about your idea of renaming Old Dayton Valley Road to President Trump Way…..Why? Trump is only president who has been impeached twice, only president who lost popular vote twice, only president who attacked his own capital building. He turned his back on COVID 19, costing 600,000 people. He put children in cages after ripping them away from parents. He never fulfilled one campaign promise, didn’t build the wall or have Mexico pay for it, more BS. He always blames everyone else forever his mistakes. What about injecting with bleach, thst from a presidents mouth! I could go on forever about that guy. There is the big lie about election fraud is bull, no PROOF or Evidence, now restricting voter rights which I fought for in Viet Nam, same war Trump was a
draft dodger. You want to use my tax dollars to pay for a president who doesn’t pay taxes, are you serious. We live in a town with one stop light and thousands of cars going through everyday, do your jobs and stop worrying about the loser, by the way he’s in history books as worst ever. Do your jobs, get some stoplights, do something constructive. Thanks for your time....Randie Haber

Randie Haber <ilrowdy1@aol.com>  
To: sjuntunen@lyon-county.org

[Quoted text hidden]
Fwd: Question
1 message

Randie Haber <ilrowdy1@aol.com>
To: sjuntunen@lyon-county.org

Sent from my iPad

Begin forwarded message:

From: Randie Haber <ilrowdy1@aol.com>
Date: July 6, 2021 at 8:13:41 AM PDT
To: dhockaday@lyon-county.org
Subject: Question

Good morning. I'm writing this letter about the idea of changing the name of Old Dayton Road. That road is part of Nevada's history, to name it after A national disgrace like Trump is ludicrous. Anyone with a brain cell can see this is all about Ken Gray. There are other streets that who could pick. He picked Dayton Valley road because it's right at the stop light in heart of town. If he must have a republican name use one that was respected like Ronald Regan. We need stop lights today, not next year or after. To spend tax payers money on changing a historical name for a president that doesn't pay his taxes, has always been a crook. Ken Gray says Trump supported police, are you serious! He attacked the capital police, has Gray ever seen the insurrection that his president started? Trump didn't support the military as Gray said. Trump diverted money from military to build a wall, that's not helping military, he himself a draft dodger. Trump in history books as worst ever thanks for listening......Randie Haber

Sent from my iPad
Fwd: Your job
1 message

Randie Haber <ilrowdy1@aol.com>  Wed, Jul 7, 2021 at 4:08 PM
To: sjuntunen@lyon-county.org

Sent from my iPad

Begin forwarded message:

From: Ken Gray <kgray@lyon-county.org>
Date: July 6, 2021 at 9:12:43 PM PDT
To: Randie Haber <ilrowdy1@aol.com>
Subject: Your job

Thank you for your comments.

On Tue, Jul 6, 2021 at 6:39 AM Randie Haber <ilrowdy1@aol.com> wrote:

Sent from my iPad    Good morning 😞  I know you don't like hearing from me but that's part of your job to listen to complaints. If you don't want to address complaints, you could give me the address or number who can help. This idea if renaming anything after Trump is ridiculous and without merit. This man pays no taxes and you want to spend tax dollars renaming a road after him. Here's an idea. Name it after someone credible and not a national disgrace. Who could even imagine that a president would attack his own people. Trump's supporters attacked the capital of the United States. Party of law and order attacking police force, guess you didn't see the insurrection on TV which the whole world saw it. Where were you? You need to do something for the people, that is who you should serve. Lots of accidents out here because we need stoplights and your too busy on your own political quest. We need someone in your position that actually knows and does the job.

Thanks,
Ken

Ken Gray
Commissioner, District 3
Lyon County Board of Commissioners
775-220-1935
The day this passes is the day I put my house for sale. Keep the name for historical reasons. Thank you.

Paula Pierce
134 Hood Dr
Dayton

Sent from Yahoo Mail for iPhone
Shannon,

I was given your email and wanted to say thank you. Although most will emailing you with issues regarding this change I think it’s a wonderful change and wanted to make sure you at least got 1 email of positivity and not the every reason in the book why this is a bad idea.

I hope you have a wonderful day and thank you for all your work.

Thank you

Megan Pistoresi
Program Officer III
Cannabis Compliance Board
775.687.6251

CONFIDENTIALITY STATEMENT:

This e-mail and any attachments are intended only for those to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure and unauthorized use under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.
Re: Old Dayton Valley Road

3 messages

Rob Jacobson <rjacobson@lyon-county.org>  
Wed, Jul 7, 2021 at 2:25 PM
To: Karen Sikora <sikorakaren@yahoo.com>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Mrs. Sikora,
I have attached your email to the Planning Commission. Thanks again for your feedback. Rob

On Sun, Jul 4, 2021 at 4:19 PM Karen Sikora <sikorakaren@yahoo.com> wrote:

Mr. Jacobson
Thank you for checking emails on a holiday. I really appreciate that!
I am glad you liked my suggestions but I need more than that. I have not been able to locate any email addressees for the Lyon County planning commissioners. Aren't they the ones that ultimately determine whether to approve said change? Are you able to provide me email addresses on the members of the planning commissioners?
In addition to my stated reasons for not wanting to see the name changed for Old Dayton Valley Road-I do have personal reasons as well. I am a Special Education Teacher at Dayton Intermediate located on Old Dayton Valley Road. It was stated that no one lives on Old Dayton Valley Road that it is only school ad county buildings. We may not live there but that is our "home" too. I truly do not want to see a sign changed because no one "lives" on that road. I do not want to get into the whole political aspect of all this-but if the sign needs to be changed lets change it to a more appropriate historical Nevadan person's name. Our country has become very divided and we do not need to add to that division by changing the name of an historical road to a name that continues to cause division. We need unity.
Please tell me what else I can do?
Thank you
Karen Sikora

On Sunday, July 4, 2021, 01:13:13 PM PDT, Rob Jacobson <rjacobson@lyon-county.org> wrote:

Mrs. Sikora,
All great suggestions. I appreciate your feedback. Rob

On Sun, Jul 4, 2021 at 11:53 AM Karen Sikora <sikorakaren@yahoo.com> wrote:

Dear County Commissioners:

I am writing in regards to the proposed name change of Old Dayton Valley Road. I would ask that you would please reconsider this matter.

My major concern is the cost to the 3 schools, Senior Center and Library that will be affected by a name change. Along with this concern is the fact that Old Dayton Valley Road has historical significance to the Dayton community.

Instead of renaming a street use new names for new streets. I personally feel streets named after famous historical contributors to the state of Nevada should be considered. For example Sarah Winnemucca, Abe Lincoln, Paul Laxalt, and many others that have added to the historical significance of Nevada.

In conclusion, I ask that you please take my concerns into consideration.

Thank You,
---

You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission-unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAL_sub7GHgNs12gUc%2BRW1UovLLmrbGFdXJ2rknf87b5%2BEG1xXg%40mail.gmail.com.

Jeff Page <jpage@lyon-county.org> Wed, Jul 7, 2021 at 2:31 PM
To: Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Jeffery A. Page
Lyon County Manager
27 S. Main Street
Yerington, NV 89447
(775)463-6531
(775)302-7088 (CELL)
jpage@lyon-county.org

[Quoted text hidden]
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAPSXz%2Bxc5bdU%3D%2BqBqBQcbm47AJQGce%2BZYuymxx1yGgjr6Q7CN%3Dg%40mail.gmail.com.

Karen Sikora via Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org> Wed, Jul 7, 2021 at 8:20 PM
Reply-To: Karen Sikora <sikorakaren@yahoo.com>
To: Rob Jacobson <rjacobson@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Thank you so much. I really appreciate it!
Karen

Sent from Yahoo Mail for iPhone
[Quoted text hidden]
[Quoted text hidden]
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/2093322595.2719706.1625714443974%40mail.yahoo.com.
Renaming “Old Dayton Valley Road”
1 message

kathleen green <greenkathleen57@yahoo.com>    Thu, Jul 8, 2021 at 6:59 AM
To: Sjuntunen@lyon-county.org

Good Morning
We have lived in the Dayton area for 43 yrs.
We are opposed to the name change for many reasons.
Why fix something that is not broke?
There are so many things in our community that need attention, resources and of course money.
This action is a huge waste of time and energy.
Doug and Kathy Green

Sent from my iPad
Dayton Valley Road
1 message

Janice Johnson <janiceattheranch@gmail.com>  
To: Sjuntunen@lyon-county.org

Shannon Juntenen,

Please do not make our road names a political statement. If you name a road after one term President Trump, then will you name two roads after two term President Obama? Where will this stop?

Janice Johnson
I am a definite no for remaining the street to Trump. He probably doesn't even know Dayton exists let alone did he do anything for this town. I don't see a need to change the street name causing all those people to change their address just to name it Trump. I believe whether for against Trump this is a terrible idea and has not place being put in Dayton.
As a 38 year resident of Dayton, I strongly object to changing the name of Old Dayton Valley Road

Sent from my iPhone
Why in the world does anyone want to change it? Guess maybe all of them are Trumpsters. Sad that they don't take the opinions of people who live there and are against a change. - Lynna Reed, Dayton lifenowNV@gmail.com
07/12/2021

Lyon County Board of Commissioners
27 South Main Street
Yerington NV 89447

To Lyon County Board of Commissioners,

The Board of The COMSTOCK FOUNDATION FOR HISTORY AND CULTURE is submitting this non-partisan letter, requesting to be entered into the official minutes of the July 15, 2021 meeting of the Lyon County Board of Commissioners.

As a foundation dedicated to the preservation of Comstock history, we the undersigned are in opposition to the renaming of Old Dayton Valley Road.

Corrado DeGasperis. Board Chair
Don Bergstrom. Director
Johnye Saylor. Director
Joe Curtis. Director
Alexia Sober. Director
Ron James. Director Emeritus

Sincerely,

Steven Saylor
Executive Director

Restoring the Legacy of a Nation
Historical Society of Dayton Valley
P.O. Box 485
Dayton, NV 89403
775-246-6316 - daytonnvhistory.org

July 13, 2021

The Board of the HISTORICAL SOCIETY OF DAYTON VALLEY is submitting this non-partisan letter which we are requesting to be entered into the official minutes of the July 15, 2021 of the Lyon County Board of Commissioners meeting.

As a SOCIETY dedicated to protect, preserve, and promote the Dayton-area history, historic integrity, heritage, and culture, we the undersigned are in opposition to the renaming of Old Dayton Valley Road.

Sincerely,

Lynne Ballatore, President

Stony Tennant, Vice President
Mabel Masterman, Secretary
John Crowley, Treasurer
Gloria Manning, Director
Cecilia Taylor-Hall, Director
Linda Clements, Director
Laura Tennant, Curator of History
Mike L. Kinkel  
103 Rancho Rd.  
Dayton, NV 89403

July 9, 2021

Lyon County Commissioners  
31 S. Main St.  
YerINGTON, NV 89447

RE: Renaming Old Dayton Valley Road

I am very much opposed to changing the name of Old Dayton Valley Road. I have been a lifelong resident of the Dayton and Carson City areas for 78 years. My wife of 56 years passed away two years ago. She was born in Dayton. Erasing the historical name of the street for a political statement is wrong. I have never seen anything like this.

Old Dayton Valley Road parallels a grammar school, middle school, and a high school. A handful of Republicans want to rename the road after Trump. The schools would have to change their address and the children would be forced to see the Trump name every day they are in class. This is no place for politics. Trump should not be jammed down the kids’ throats.

Trump is a liar who has been impeached twice, instigated a riot to overthrow the government based on the lie the 2020 election was stolen from him, he has been banned from social media because of his lies, he is being investigated for income tax evasion, and he is solely responsible for the deaths of thousands of Americans who bought his lie that the Covid pandemic was nothing. He knew it was bad from the start.

He will go down in history as the most corrupt and worst president this nation has ever seen. There should never be a road or anything else named after him.

Thank you,

Mike L. Kinkel
Lyon County Board of County Commissioners

RE: July 15, 2021 meeting item 16 d

I am against the street name change of Old Dayton Valley Road.

Sincerely,

Gretchen Arndt
PO Box 2227
Dayton, NV
I have questions for the Commissioners, who is going to pay for the renaming of a street in Dayton? Will it be the school who will have to change their address on everything? Will it be the county that will foot the bill for the street signs? I am thinking that it will be in the tens of thousands of dollars and in the end it will be the Lyon County taxpayers that will foot the bill. Please read these comments in to the meeting minutes.

Larry Ratcliffe
Jeff Page <jpage@lyon-county.org>
To: BOCC <bocc@lyon-county.org>

Thu, Jul 8, 2021 at 7:26 AM

Jeffery A. Page  
Lyons County Manager  
27 South Main Street  
Yerington, NV 89447  
(775) 463-6531/(775) 577-5037  
(775) 302-7088 (Cell)  
BUILDING A SUSTAINABLE COUNTY  
You can find us on the Internet at www.lyon-county.org or Facebook at: https://www.facebook.com/LyonCountyNV/  
Twitter at: https://twitter.com/LYONOEEM

---------- Forwarded message ----------
From: Roni Quisenberry <ronaq24@yahoo.com>
Date: Thu, Jul 8, 2021 at 7:15 AM
Subject: Lyon County Commission Meeting Statement public comment for 7/15/21
To: <jpage@lyon-county.org>

Dear Mr. Page and commission members,

I am unable to attend the commissioners meeting and would like to have my statement read into record during the public comment segment of the meeting. Thank you.

Madam chair and commission members,

As a business and property owner in Lyon County, I am a vested member of this community and the success of Lyon County. I’m quite concerned about the focus of this board.

While I understand that signing a proclamation declaring Lyon County a constitutional county feels patriotic and accomplished it has no real bearing on the day to day business of the county or Nevada Revised Statute and Nevada Administrative Code that governs the state and the structure of our local government. As you are aware the capacity of this boards reach is solely in Lyon County.

I also want to object to the renaming of old Dayton Valley Road to “Trump Way” this seems like a blatant disregard for Nevada history and the beautiful town of Dayton where I own and operate my business.

I’m a Republican and voted for President Trump however, I am a long time resident of Lyon County and believe our focus and energy needs to be appropriately placed on persevering and maintaining the highest standards of services and management of our incredible county. Lyon County has always been known for their exceptional service to the residents. We have to strive to keep that exceptional service to all residents as it is a constant work in progress.
I am strongly opposed to what I perceive as political showboating on national political platforms. This gives the appearance that this board lacks understanding of our state constitution. You are better able to advocate for us the taxpayers and voters through the proper channels such as the Nevada Association of Counties.

I would instead encourage you to focus on County issues such as traffic on the Ramsey-Weeks Cut off and the possibility of brining that road up to standards so that is can become adopted by NDOT and maintained appropriately according to the amount of traffic and public safety concerns. Further focusing on our master plan and the ever changing needs related to housing and the businesses in Lyon County. I am sure there are many more appropriate pressing issues that are related to the position of commissioners in Lyon County.

My intention is not to attack this board as I believe you all think what you are doing is important but, I ask you all to reconsider your priorities and focus on the direction of our outstanding county regarding growth, the future and the overall well being of Lyon County.

I thank you for your time today and appreciate your willingness to address my concerns.

Sincerely,
Roni Stanton
Roniq24@yahoo.com
July 10, 2021

TO: Lyon County Board of Commissioners

FROM: Leslie Sexton

202 Gold Creek Drive

Dayton, NV  89403

RE: Proposal to change the name of Old Dayton Valley Road

I REQUEST THAT MY STATEMENT BE MADE A PART OF THE MEETING MINUTES of your Commission Meeting Minutes of July 15, 2021

I am strongly opposed to the pending proposal.

First, it is fiscally irresponsible to make such a change that will adversely affect the finances of three public schools, a public library, and a public Senior Center. I hope you will seriously consider any objections they may have on this basis.

Second, according to the Planning Commission, street name change must “not be incongruous, offensive or geographically misleading.” I find the proposed name offensive. I do not think we should be honoring any impeached president. I do not think we should be honoring a former president who stood idly by when hundreds of hoodlums broke into Our National Capitol, killed law enforcement officers, destroyed our property, threatened our Representatives, and actually built gallows on which to hang our Vice President. The then-president actually incited and encouraged this riot by his words to the crowd immediately preceding the riot. And then calmly watched the riot as it unfolded on television.

Third, our town’s children would see these signs every day and become inured to the character of a president who has multiple sexual assault claims pending against him, whose business is now under investigation for tax fraud, who has sewn hatred and division everywhere he has gone, and who, through his current series of public rallies, refuses to accept the fact that he lost an election. I don’t think our children should be subjected to the indoctrination that this veneration would create.

And finally, the Board of Commissioners, by raising this proposal, has done nothing but stir up political and social divisions which have been increasing over the past several years. Their time and energy would be better spent trying to bring the people of Lyon County together for the common good. Taxpayer money would be better spent on something that actually benefits the people and enhances community life, not on an unnecessary name change for a road that already has a name!

I urge you to deny this proposal. Thank you for your consideration.
Commissioners, I am not opposed to it but I do not support it.

Some of my rationale for not supporting the name change:

I am 73 years old and I have never seen such a controversial public figure at any level.

So he won in Lyon, lost in NV and does not live in the White House.

Mr. Trump's legal issues should first be resolved and his reputation positively affirmed.

This county has been GROWING and services and things that used to be satisfactory 20 years ago are becoming troublesome because there are so many more people, so many more interests and demands for electricity, sewer, roads, a 2nd bridge and water etc. These issues are what your commission should be planning and budgeting for.

Please do what you know how to do, things that help Lyon Citizens. Like your prompt response repairing the "cracks" in Dayton Valley Rd. and Pebble Dr. several years ago. My neighbors were astonished. Where they came from many said that would have taken years.

Whether it is Mr. Trump or anyone else, renaming has no value to Lyon whatsoever. If it cost $100 or $10,000 it has no practical or impractical benefit to Lyon.

The street name change should be removed from the agenda and considered again when we know what we're talkin about. Otherwise a few years from now, a constituent may want his name removed. So why don't we wait until we know what is really real?

Finally even then I'll take an intuitive leap and guess that you should/will have a hundred things more important to Lyon than renaming the street.

Thank you Commissioners for your consideration.

Paul

Sent from AT&T Yahoo Mail on Android
Fwd: Old DVR proposed name change

1 message

Rob Pyzel <rpyzel@lyon-county.org>  
To: Nvmeyer5@aol.com  
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>  
Tue, Jul 13, 2021 at 7:49 PM

Thank you for submitting your comments about this agenda item. We will forward your comments along to the Planning Commission and Board of Commissioners.

---------- Forwarded message ----------
From: Shannon Juntunen <sjuntunen@lyon-county.org>  
Date: Tuesday, July 13, 2021  
Subject: Fwd: Old DVR proposed name change  
To: Rob Pyzel <rpyzel@lyon-county.org>

---------- Forwarded message ----------
From: <nvmeyer5@aol.com>  
Date: Tue, Jul 13, 2021 at 5:47 PM  
Subject: Old DVR proposed name change  
To: sjuntunen@lyon-county.org <sjuntunen@lyon-county.org>

Dear Ms. Juntunen;

I am writing to you to voice my opposition to the proposed name change of Old Dayton Valley Road to President Trump Way.

When my family and I moved to Dayton thirty years ago, we traveled to our home by way of Old Dayton Valley Road. It was the only road in and out of our our side of the Carson River in our valley, so it has memories and history connected to it. Dayton is a historic area that tries to keep their historical roots intact, and I believe a name change to this road would destroy those efforts.

Several months ago, the Lyon County Commissioners passed a significant rate change to our sewer and water rates to accommodate repairs to the Dayton system, which we were told, was over capacity. At the time we were told that the county did not have the money for the needed repairs. Apparently, our commissioners have now miraculously found additional funds to change the name of the roadway. There will definitely be a cost of thousands of dollars if the Senior Center, the Library and three Lyon County Schools, DES, DIS and DHS are required to change their stationery, athletic forms, enrollment forms, business cards, web sites, etc. This amount undoubtedly will be passed on to the taxpayer.

I truly thought Lyon County leadership was against using taxes for frivolous causes!

After having gone through the last eighteen months of the Corona Virus Pandemic, we have suffered substantial losses in revenue from tourism and gaming from our state's coffers. That is only one side of the coin, as I am sure distance learning, social distancing, and added sanitary measures have piled on the cost to our schools.

In summation, I am truly disheartened that our present board of commissioners have presented a lack of concern for both Dayton's history, and a foolish abuse of taxpayer dollars by bringing this issue before the board.

Bruce Meyer  
209 Thornwood Court  
Dayton, NV 89403  
(775) 246-7009
Robert Blalock <rrblalock@gmail.com>
To: elopez@lyon-county.org

Tue, Jul 13, 2021 at 3:47 PM

County Commission,

Tried to pull a fast one, I think voters in Lyon County should have a say so on naming streets especially using a that person’s name.
Upset Lyon County resident
Robert Blalock
Audrey Allan, member
Lyon County Planning Commission
27 S. Main Street
Yerington, NV 89447

I am writing to you to request that you do not approve the name change for Old Dayton Valley Road. According to the Reno Gazette Journal, Lyon County Commissioner Ken Gray states that renaming the road shouldn’t be controversial.

I can think of nothing more controversial than renaming Old Dayton Valley Road after former President Trump. I do not live in Dayton, but my son does. He did not vote for the former president, and of all the people whom I know living in Dayton, not one of them did either.

Mr. Gray is quoted as saying, “He was a good leader as far as I’m concerned.” That may be his opinion, but it certainly does not warrant naming anything after Trump.

Please consider the vandalism that will most likely occur if such a change goes through. Is Mr. Gray going to pay for the expenses associated with this vandalism? How easy will it be for people to add ‘NO’ to a sign that says “President Trump Way”? President Trump – NO Way!

I am wondering why there is a motion to rename the road at all. And if you plan to pursue a name change, there must be several people in Lyon County history who should be considered before Trump.

Thank you,

Mary Swift
196 Coventry Drive
Carson City, NV 89703
Dear Ms. Juntunen,
I am writing to you to voice my opposition to the proposed name change of Old Dayton Valley Road to President Trump Way. Eighteen months ago, the Lyon County Commissioners passed a significant rate change on our sewer and water rates to accommodate repairs to the system which, we were told, was over capacity. At the time we were told that the county did not have the money for the needed repairs. Apparently, our commissioners have now miraculously found an additional $8,000 to change the name of the strip of roadway where the Senior Center, the Library and three Lyon County Schools, DES, DIS and DHS are located. Commissioner Gray states that because there are no "homes or businesses" on that street, there will be little impact. I disagree. This will cause the school district a considerable amount of money in costs for reprinting all their stationery, athletic forms, enrollment forms, etc, etc and signage. This amount will, no doubt, be passed on to the taxpayer. Our state has been shut down for nearly one year. We have suffered substantial losses in revenue from tourism and gaming. Many state agencies have had their budgets cut. This is not a time to be wasting money on a vanity project. This change of name is an unnecessary waste of time and money when the Dayton community faces many more pressing issues. If the commissioners feel that it is absolutely necessary to name a street after former Pres. Trump, let them name a presently unnamed street in a newly developed area.
Thank you for your time and attention to this issue.

Grace Jones
703 Sunset Way
Dayton, NV 89403
775 772-6658
Commissioners/Board Members,

I am writing as a concerned citizen of Lyon County and of Dayton, that the Street Name Requirements per 11.07.14(A) of the Lyon County Code (See attachment, 2nd Page) are not being adhered to at the highest level of our County Government, which are the requestors of the Lyon County BOCC 7/15/2021 Meeting Agenda Item 16.D street name change.

Per 11.07.14(A) of the Lyon County Code; Lyon County Street Name Requirements: Street names and suffixes shall be designated by the developer, subject to the approval of the Planning Commission and, in accordance with the following general policy and shall:

a. Be short (under 12 letters, if possible) and preferably in one word.

The current application is requesting the name be changed to "Pres. Trump Way". It is glaringly obvious that the intention for the name of the street is "President Trump Way", however, this would be outside the 12-letter specification and therefore President was shortened to Pres. in order to sidestep this requirement.

To rectify this non-compliance there is a simple fix, to change the name request to "Trump Way", dropping the "Pres."

b. Have a simple spelling and easy pronunciation.

Although "Pres. Trump Way" is simple enough and easy to pronounce, I feel that the Pres. might lead to confusion and possible loss of communication. A citizen trying sign up their child for school might mistake the abbreviation of Pres. for the complete word President and by addressing their correspondence to "100 President Trump Way" they would then get a return to sender on their mail. This would cause confusion and frustration on the citizen and could lead to phone calls to the school and extra burden on the staff to help guide these citizens to the correct action.

c. Avoid prefixes such as north and south, east and west and upper and lower, etc.

In the proposed street name "Pres. Trump Way", the Pres. acts like a prefix in the same way the S. (South) in the street name "S. Virginia Street" is a prefix.

This non-compliance would also be rectified by the simple dropping of the prefix/word "Pres."

d. Be related to the type and importance of the street. (The suffix boulevard should not be attached to the name of a minor residential street.)

The "Way" designation works for the street identified for the name change and therefore is compliant.

e. Avoid the use of numbers or letters as street names.

The application is compliant for this requirement.

f. Not be incongruous, offensive or geographically misleading.

This requirement has been completely disregarded by the requestor(s).
I will include the definition of the words "incongruous" and "offensive" solely to ensure all readers have full understanding of the infractions committed against this requirement.

**Incongruous** - not in harmony or keeping with the surroundings or other aspects of something.

The location of the selected road for the name change is completely incongruous with the surrounding street. "Old Dayton Valley Rd", the current name of the street, is similar and in harmony with the surrounding and connected street "Old Como Rd".

This area of Dayton is marked by the main road of "Dayton Valley Rd." and all surrounding streets are named after elements that can be found in the Dayton Valley, for example "Sunset Way", "Water Dr.", "Willow Way", "Boulder Dr.", "Channel Dr.", etc. There are no streets that I could identify that are related to any presidents or name sakes in the surrounding area. As far as Presidential streets, I was unable to even find a Washington Street in the entire Lyon County area, which is the most common Presidential Street name in the great United States of America.

This should be taken completely as a red flag for the application of renaming this particular street and should bring up the question of why we are even renaming this street in the first place.

**Offensive** - causing someone to feel deeply hurt, upset, or angry.

I do not take any particular side on the political aspects of the name's sake that "Pres. Trump Way" represents. However, from; the Public Comments attached to the agenda for this item, various posts on social media and other media sites, public comments from various local board meetings; it is clear that there are Dayton Citizens that feel deeply hurt, upset, and/or angry of both the requested name selected for the change and/or the location of the selected road to be changed.

Again, this should be taken completely as a red flag for the application of renaming this particular street and should bring up the question of why we are even renaming this street in the first place.

**g. Not be repetitive or similar in sound and character to streets already in existence in Lyon County.**

**h. Have a single name for a street having a continuous alignment.**

**i. When to be connected in the future into a continuous alignment or extended, bear the same name as the existing street.**

**j. Have a metal street sign to be erected as specified in the "Standard Details For Public Works Construction" on at least one corner of every intersection and shall identify each street name.**

Items G-J are in compliance, However, are completely unrelated to a name change and would only be a concern for a developer and new streets.

In conclusion, the application for the renaming of Old Dayton Road should have been rejected at the lowest level in the Lyon County Government by Mr. Rob Pyzel for the fact that it is non-compliant with the general policies set forth by the Lyon County Codes.

For me, personally, it is disconcerting to see that there is a possibility that this has been pushed forward due to the requestors being the County Commissioners and not your average citizen of Dayton or Lyon County.

I would like to remind all Commissioners and Board member of the Oath you took when accepting the positions you are now in. To "solemnly swear that I will support, protect and defend the Constitution and Government of the United States, and the Constitution and Government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution, or law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of the" board you are respectfully a member of. This includes upholding the requirement of a Lyon County Code.
I beseech all the Honorable County Commissioners to strike down this request per the non-compliance to 11.07.14(A) of the Lyon County Code.

Thank you for your time,

Christopher Gonzales
Dayton Citizen

CHRISTOPHER GONZALES <christoba31@hotmail.com>  
Fri, Jul 9, 2021 at 2:43 PM  
To: BOCC <bocc@lyon-county.org>, "drcab@lyon-county.org" <drcab@lyon-county.org>, "sjuntune@lyon-county.org" <sjuntunen@lyon-county.org>, "Lyon-county-planning-commission@lyon-county.org" <Lyon-county-planning-commission@lyon-county.org>  

Just for clarification,

I would like my comments to be entered as public comment for all upcoming board meetings, BOCC/Planning/DRAB, with items related to the Lyon County BOCC 7/15/2021 Meeting Agenda Item 16.D.

Thank you,

Christopher Gonzales
Dayton/Lyon County Citizen

From: CHRISTOPHER GONZALES  
Sent: Friday, July 9, 2021 9:34 PM  
To: BOCC <bocc@lyon-county.org>; drcab@lyon-county.org <drcab@lyon-county.org>; sjuntunen@lyon-county.org <sjuntunen@lyon-county.org>; Lyon-county-planning-commission@lyon-county.org <Lyon-county-planning-commission@lyon-county.org>  
Subject: Lyon County BOCC 7/15/2021 Meeting Agenda Item 16.D

[Quoted text hidden]

Rob Pyzel <rpyzel@lyon-county.org>  
Fri, Jul 9, 2021 at 3:32 PM  
To: CHRISTOPHER GONZALES <christoba31@hotmail.com>  
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>, Dayton Cab <drcab@lyon-county.org>  

Thank you for providing your comment. We will forward your email on to the Lyon County Planning Commission and the Lyon County Board of Commissioners as part of the public comments received regarding this application.

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quoted text hidden]

[Quoted text hidden]

You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group.  
To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.  
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/BY5PR02MB6020BAB398EBD8424DE6F18CDA189%40BY5PR02MB6020.namprd02.prod.outlook.com.

You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group.
Old Dayton Valley Rd.
2 messages

kelseaislittered12@gmail.com <kelseaislittered12@gmail.com> Fri, Jul 9, 2021 at 11:05 AM
To: Sjuntunen@lyon-county.org

I have been a resident of Dayton for almost my whole life. I have not only gone through school in Dayton, but have been an active member of the community through leadership programs and other activism-type groups throughout my time at RES, DIS, and DHS. When I heard about the name change proposed for Old Dayton Valley Road, I was appalled. The fact that it was even suggested by the "leaders" of our county is humorous.

Regardless of who the street is going to be named after, a name change would cost the array of buildings on that street a large sum of money, which in all honesty could be used for things like free lunches for kids, new school books, more school supplies (teachers often pull from their own paycheck just to have enough for their students), or could even be used to raise the average teacher salary, which may solve our crucial need for teachers in Lyon County. LCSD has struggled for years trying to find teachers willing to work in Dayton schools, as well as struggled to keep good teachers already working in our schools around.

The name change not only deflects from the real issues that reside within our community, as stated above, but also continues to divide our town politically. Donald Trump has not benefited our great town on a personal level, nor has offered to fund this name change/ other aspects of our community that need funding. The proposal of this particular name change is frivolous and has no other purpose than to represent a political party, which not everyone agrees with.

I seriously hope that this name is not passed, and will continue to fight for the original name to stay. I can assure you that I am not the only Dayton resident furious that this idea has made it this far, and I can personally vouch that those working in the schools are absolutely against this idea as well.

-Kelsea Frobes, longtime Dayton resident, DHS Senior, and DHS Spirit Commissioner

Shannon Juntunen <sjuntunen@lyon-county.org>  Fri, Jul 9, 2021 at 4:06 PM
To: Rob Pyzel <rpyzel@lyon-county.org>

[Quoted text hidden]

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Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org
Regarding changing the to Old Dayton Valley Road

2 messages

Patricia Bumgarner <4daytonbums@gmail.com>  
To: Sjuntunen@lyon-county.org  
Fri, Jul 9, 2021 at 11:26 AM

I think it should remain the same name, we’ve been here for over 30 plus years, shame people are trying to change all of Dayton

Shannon Juntunen <sjuntunen@lyon-county.org>  
To: Rob Pyzel <rpyzel@lyon-county.org>  
Fri, Jul 9, 2021 at 11:35 AM

[Quoted text hidden]

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Shannon Juntunen  
Administrative Assistant  
Lyon County Community Development  
27 S. Main St.  
Yerington, NV 89447  
Phone: 775-463-6592  
sjuntunen@lyon-county.org
Good Day Ms. Juntunen:
For the record, I am opposed to the renaming of Old Dayton Valley road.

I do not think it is a wise use of County dollars, or county personnel time.

Please include this in your public comments presentation/count.

Thank you for your service and attention in this matter

Sincerely,
Nancy C. Garrard
Dayton Resident
114 Northpointe Cir.
Dayton Nv. 89403
775-530-1807
President Trump Way - Donald Trump Way

Ed Messineo <eamessineo@att.net>
To: Lyon-county-planning-commission@lyon-county.org

Fri, Jul 9, 2021 at 11:15 AM

Dear Planning Commissioners:

Please accept my YES vote for the approval of the road name change in Dayton to President Trump Way or Donald Trump Way.

Thank you,

Ed Messineo
Dayton, NV

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You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/99c0e677-b007-4f5c-5889-c70d72e2a4de%40att.net.

Shannon Juntunen <sjuntunen@lyon-county.org>
To: Rob Pyzel <rpyzel@lyon-county.org>

Fri, Jul 9, 2021 at 11:23 AM

[Quoted text hidden]

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Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org
Old Dayton Valley Name Change
2 messages

Jonathon Wendy <freezingfire13@gmail.com>  Fri, Jul 9, 2021 at 6:38 AM
To: sjuntunen@lyon-county.org

Good morning. I wanted to express my opposition to the road name change that the board is attempting to shove through. Changing Old Dayton Valley Rd to Pres. Trump Way is absolutely ridiculous. The board is willingly going to spend thousands of dollars changing addresses and replacing signs (multiple times) instead of using that money to actually provide a benefit to the community, such as repairing the road they want to change the name of!! All to honor a person who lost the popular vote twice (also the amount of times he was impeached). Changing this roads name is a waste of money, a waste of time, and a bizarre and selfish attempt to honor a person who has done nothing of benefit for this town.

Thank you
Jonathon Weldy
129 Calvert St

Shannon Juntunen <sjuntunen@lyon-county.org>  Fri, Jul 9, 2021 at 7:59 AM
To: Rob Pyzel <rpyzel@lyon-county.org>

[Quoted text hidden]

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Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org
Fw: Old Dayton Valley Rd
3 messages

"tkellyinco" via Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org> Thu, Jul 8, 2021 at 11:24 PM
Reply-To: tkellyinco <tkellyinco@aol.com>
To: Lyon-county-planning-commission@lyon-county.org

To whom it may concern

We want to make our opinion of the name change of Old Dayton Valley Rd to name after former impeached twice Trump.

This is not what I want my tax dollars to go towards. Why would Lyon County wish to change the name of a historical road and name it after a man with no care or connection to Lyon County or the great state of Nevada?

I also, Question the cost for the county and the school to change their address? I saw a quote, and as someone who has been through a business address change because of a name change, it cost a lot more than one might think. Also, not to mention the mail issue for those sending mail to the old address.

As a Lyon county resident, I think our county commissioners should go better for the people of Lyon County And want to bring Nevadans together, not keep cause this division.

A few county commissioners should be ashamed of trying to get this plan through and breaking state statutes to do so—this not a good example for our county or state.

Would you please not move forward with this name change? We, as a county and state, can do better.

Let’s put Our tax dollars to helping the people of the county and not a stroke to “King Kens’ ego and stand up to what right for ALL the people of Lyon County.

Thank you
Tawana Kelly

Sent from the all-new AOL app for iOS

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You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/2097237199.2602941.1625811876890%40mail.yahoo.com.

Fri, Jul 9, 2021 at 7:08 AM
Rob Pyzel <rpyzel@lyon-county.org>
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Thank you for providing your comment. We will forward your email on to the Lyon County Planning Commission and the Lyon County Board of Commissioners as part of the public comments received regarding this application.

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quoted text hidden]
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAAcmpFpj1_Y85W7uFLzKbKHDAQ2Vac1fBggjse%3D_nVLx34WuR2g%40mail.gmail.com.

Fri, Jul 9, 2021 at 7:09 AM
Rob Pyzel <rpyzel@lyon-county.org>

https://mail.noodle.com/mail/u07ik=71f4f65696&view=nl&search=all&enmthid=thread-f%3A1704765131955103456&enml=enm-f%3A1704765131955103456

1/2
July 6, 2021

Lyon County Board of Commissioners  
27 S. Main St.  
Yerington, NV 89447

Re: Re-naming street after Trump

Dear Board of Commissioners:

When Ken Gray states Trump "was a good leader" he shows he and 3 others of you support a bankrupted, twice impeached, inveterate liar. Draft dodger Trump called Vietnam Vets and 1800 dead WWI marines "losers". Don't you recall Trump wanted to close "Stars And Stripes" but backed down after push back? Don't you recall Trump villifying John McCain and Gold Star families and the Joint Chiefs of Staff? If you don't recall, just ask Generals Kelly, Mattis, McMaster and Miley who thought Trump unsupportive of them and the military.

Those of you who assented for the street name change are vacuous and unwilling to recognize fact from fiction, good from bad. Don't you hear the laughter that history bestows upon you?

Sincerely,

R. Simpson

cc: Lyon County Planning Commission
Dear Ms. Juntenen,

Hello! My name is Amber Brunjes. My family just moved to Dayton last month (for my husband’s job), but we’ve lived in Nevada for years. I grew up in Lincoln County.

I am new to Lyon County, but I believe in being involved in my community and making it my home. For that reason, I’m writing to express my strong opposition to the proposal to rename Old Dayton Valley Rd to Pres. Trump Way. There are multiple reasons for my opposition, reasons which I’ve seen shared by many others:

1. President Trump is an extremely divisive figure, and not just for his politics. Apart from his tumultuous political career, his reputation does not reflect a man of morals and integrity. There’s also the issue of his currently being under investigation.

2. I’m a teacher, newly hired to teach at Dayton High School. The street name of a school (or 3 schools!) should not be the name of someone so polarizing, especially a current politician. “Dayton High School on Old Dayton Valley Rd” evokes pride, tradition, unity, and belonging. “Dayton High School on Pres. Trump Way” evokes a different kind of pride; a contemporary, but not necessarily enduring, loyalty; and a divisiveness that will no doubt be offensive to some (including me, I confess). I feel it would send a message to students that, “If you don’t love Trump, you don’t really belong in this town.” That is not the message our kids need.

3. The costs involved in changing the name, which will affect several government entities, are a waste of money. Schools, especially, could use that money for far better purposes.

4. As a rural Nevada native, I appreciate the meaning and tradition of a street name such as “Old Dayton Valley Rd.” Although we’re new to the area, we’ve done some reading about our new home, and we’re proud to live in “Nevada’s Oldest Settlement.” The current name honors the history of this valley.

5. There are important issues facing this county. The time already being spent on this matter is wasteful and embarrassing, and the money that would be required to make the change is even more so.

I thank you for taking the time to read this email. I hope you will seriously consider the ramifications of this potential name change and do what’s right for our entire community.

Thank you for serving our community. Have a wonderful day!

Amber Brunjes
Megan Pistoresi <mepistoresi@ccb.nv.gov>
to Sjuntunen@lyon-county.org

Shannon,

I was given your email and wanted to say thank you. Although most will emailing you with issues regarding this change I think it's a wonderful change and wanted to explain why this is a bad idea.

I hope you have a wonderful day and thank you for all your work.

Thank you

Megan Pistoresi
Program Officer III
Cannabis Compliance Board
775.687.6251
Dear Planning Commissioners,

Re: President Trump Way

I would like to tell you that I support the renaming of Old Dayton Valley Road to President Trump Way. President Trump won over 60% of the vote in Lyon County and therefore I see it that the majority of our citizens, although may not speak up, will also be in favor. History will see President Trump as important as Presidents Washington, Lincoln and Reagan.

I hope you will vote in favor of this change.

Respectfully,

Elaine St. John
Property owner in Dayton Valley

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To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/40C98D7A-0ADB-4D1D-B091-10BE6C883C24%40caltel.com.
Good afternoon Ms. Juntunen,

After conducting much research over the weekend concerning the proposed name change of Old Dayton Valley Road, I felt I had to speak up against the change. My reason has nothing to do with who it is proposed to name it after, but the fact that the proposed change is for an individual who does not live in Dayton and has done nothing (to my knowledge after researching) for the town of Dayton. If the name of the road must be changed, it would be nice to know why. If the reasoning for the name change is important in the eyes of the Board of County Commissioners, Planning Commission, and whatever other government boards and commissions will be voting on this name change, perhaps it should be changed to honor someone who has done things to improve the town or perhaps an individual who is instrumental in starting the town.

While I understand from comments from Commissioner Gray that there are no residences on the road, there are schools, the library, and senior center who would need to make the change. Has anybody reached out to the administrators of those organizations to find out what their thoughts are on the name change.

If Commissioner Gray feels that there has to be a road named after the former president, perhaps it could be a new road in one of the new developments being built in Dayton Valley.

Unfortunately, I am unable to voice my concerns at your upcoming meeting due to my work schedule, however, I do look forward to reading the minutes of the meeting when they are made available.

Thank you for your attention to this matter. It is appreciated.

Traci Dory
Resident of Dayton, NV
Fwd: Public comments

1 message

Rob Pyzel <rpyzel@lyon-county.org>                              Tue, Jul 13, 2021 at 12:33 PM
To: 64aaronu@gmail.com
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Thank you for providing your comment. We will forward your email on to the Lyon County Planning Commission and the Lyon County Board of Commissioners as part of the public comments received regarding this application.

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

---------- Forwarded message ----------
From: Shannon Juntunen <sjuntunen@lyon-county.org>
Date: Tue, Jul 13, 2021 at 11:59 AM
Subject: Fwd: Public comments
To: Rob Pyzel <rpyzel@lyon-county.org>

---------- Forwarded message ----------
From: Aaron Underhill <64aaronu@gmail.com>
Date: Mon, Jul 12, 2021 7:40 PM
Subject: Public comments
To: <sjuntunen@lyon-county.org>

Hello Shannon,
My name is Aaron Underhill. I'm a resident of Dayton NV. And a registered voter.
Please note that I'm against the renaming of Old Dayton Valley Road. Thanks for your time.
Sent from my iPhone

--
Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org
Fwd: Renaming Old Dayton Valley Road

1 message

Rob Pyzel <rpyzel@lyon-county.org>  
To: vfriskey@yahoo.com  
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Tue, Jul 13, 2021 at 12:34 PM

Thank you for providing your comment. We will forward your email on to the Lyon County Planning Commission and the Lyon County Board of Commissioners as part of the public comments received regarding this application.

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

------- Forwarded message -------
From: Shannon Juntunen <sjuntunen@lyon-county.org>
Date: Tue, Jul 13, 2021 at 11:58 AM
Subject: Fwd: Renaming Old Dayton Valley Road
To: Rob Pyzel <rpyzel@lyon-county.org>

------- Forwarded message -------
From: Valerie Friskey <vfriskey@yahoo.com>
Date: Mon, Jul 12, 2021 at 6:23 PM
Subject: Renaming Old Dayton Valley Road
To: <sjuntunen@lyon-county.org>

I would like my opposition to the renaming of Old Dayton Valley Road to be included in Public Comments. I have lived in Dayton for over 39 years and taught at Dayton Elementary for almost 40 years. I feel there is no good reason to rename this road. Thank you for hearing my opinion.

Valerie Friskey  
305 Imperial Road  
Dayton NV

Sent from my iPhone

---

Shannon Juntunen  
Administrative Assistant  
Lyon County Community Development  
27 S. Main St.  
Yerington, NV 89447  
Phone: 775-463-6592  
sjuntunen@lyon-county.org
Renaming of Old Dayton Valley Rd
1 message

Jennifer Lokey <jenlokey23@gmail.com>  Tue, Jul 13, 2021 at 9:12 AM
To: sjuntunen@lyon-county.org, lyon-county-planning-commission@lyon-county.org, whenderson@lyon-county.org, kgray@lyon-county.org, dhockaday@lyon-county.org, vkeller@lyon-county.org, rjacobson@lyon-county.org

To whom it may concern,

I am writing in, on opposition of the renaming of Old Dayton Valley Rd. I don't think this is the best decision. I think if another new road was given the name that would be a better idea, less cost for community. Our county could use the money used on renaming the road on many more important things that we need taken care of. I know there are only businesses on this road but the teachers have already been through so much in the last year let's not make them have to change all their mailings and letterheads on top of all they already have on their plates. In Dayton the money could be used for so many more important things, such as getting the sewer plant up to par, it smells horrible every morning when I drop my kids off at school! It really needs some kind of upgrading. Maybe we can push towards getting that fencing up along the highway or more lighting to help with all the accidents and the horse issue. Our parks in Dayton could really use some sprucing up. The one in river park right across from Commissioner Gray has tagging all over it, broken stuff and weeds. I would love to see it cleaned up and maybe some bathrooms or swings for the kids. I know that it was probably teenagers causing that issue and just because it could get fixed up doesn't mean it won't happen again but maybe we could add more things for kids to do in Dayton so they have something better to do with their time. So many people in this town have asked for a community swimming center or even a splash pad for the kids, I know $8000 wouldn't completely cover the costs of something like that but it is a start. Thank you for taking the time to read my thoughts on this.

Jennifer Lokey

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You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/2D0F250A-97E2-4CD3-8987-6735A96258E0%40gmail.com.
I wish to urge the Lyon County Board of Commissioners NOT to change the name of Old Dayton Valley Road. It is a historic name for the community and tells people where the original Dayton Valley Road (or "Dayton Lane") was located.

In fact, I would suggest we change the name to Dayton Lane, which is what the locals called the road at one time. However, any change would be very costly since the schools, library, senior center, etc., all have to change both signage and ephemera like stationery. So let's just leave it as "Old Dayton Valley Road."

Linda Clements
Dayton, NV

******************************************

Linda Clements
clementsl@alumni.stanford.edu
Dayton, Nevada
Manager for C&C RR Depot Restoration
Board Member
Historical Society of Dayton Valley
www.DaytonNvHistory.org
Dayton - "Where Nevada History Began"
Nevada's Gold Discovery Site (1849)
Nevada's Oldest Settlement (1851)
business: www.NevadaComposites.com

******************************************
Jeff Page <jpage@lyon-county.org>
To: BOCC <bocc@lyon-county.org>

Jeffery A. Page
Lyon County Manager
27 S, Main Street
Yerington, NV 89447
(775)463-6531
(775)302-7088 (CELL)
jpage@lyon-county.org

-------- Forwarded message --------
From: Mary Ellen Gautschi <2manydoggers@gmail.com>
Date: Mon, Jul 12, 2021, 7:19 PM
Subject: Possible name change of Dayton Valley Road (DVR)
To: <jpage@lyon-county.org>

My husband and I have lived in Dayton for more than 26 years. Our home is located on Dayton Valley Road. When we learned of the attempt at renaming Dayton Valley Road, we were appalled. Changing the name to "Donald Trump" Road (or Blvd., or Drive, or whatever), is insane. The former one-time and twice impeached president, was the worst president in the history of this country. As county commissioner how could you be part of such a horrible idea? Our community which surrounds DVR would probably be put in a situation of either liking or hating the name change, thus you could be exacerbating divide in our community -- those who like the former president and those who do not. Our community is divided on the subject of Trump, and the name change of DVR to Trump would only stoke the fire. It's bad enough that a sign (made from a large flag) hang on a shed at the east end of, and right on, Dayton Valley Road. The sign is very visible and has very large letters which say "FUCK BIDEN". And now you want to rename DVR "Trump"? Really? I strongly recommend you reconsider the re-name.

What's even more disgusting is the unlawful way the commissioners tried to sneak through the name change. Shame on you! You have abused your position, you tried to deceive the people, and you broke the law. But gee, just look at who you want to rename DVR after...he did the same thing! So I guess in that case, it all makes sense...

I ask that this email be read at the commission meeting scheduled for tomorrow morning, July 13th., making it part of the public record.

Thank you.
To: Lyon County Board of Commissioners

Date: July 15, 2021

Re: Proposed Street Renaming

From: Kristi E. Howard
270 Cruden Bay Drive
Dayton, NV 89403
(775) 690-6656
Kristi.howard3@gmail.com

To Whom It May Concern,

My question for the Board today is this: given the historical significance of Dayton to Nevada, why not spend any money available to emphasize this importance? Although I am really happy to live in Dayton, I feel that, as a history buff, Dayton’s historical significance could use a boost! If you are willing to spend money changing street names, why not choose someone whose importance to Dayton could be used as a talking point, and as a point of interest for the many tourists who come to Northern Nevada seeking specific links to its history? The beauty of Dayton’s particular location is that tourists couldn’t miss any attempt made to emphasize its history – we are on the main drag, as US Highway 50 is THE artery to the rest of Northern Nevada’s other historical sites!

Last year I was fortunate to move to Dayton. I’ve lived, however, in Northern Nevada for over 30 years. I’m a huge history buff, so have traveled to many of Nevada’s historic sites. As a 4th grade teacher at Fritsch Elementary School in Carson City, I’m also fortunate to be able to introduce my 4th graders to Nevada’s history. My students are familiar with the historical significance of Genoa, the value of the Comstock discovery in Virginia City to Nevada’s statehood, and many of Nevada’s founding fathers and mothers thanks to the historical districts and historical street names given emphasis in each town. ALL of this information is available to my students, and tourists in general, due to a concentrated effort by each town to get its particular points of interest out to the general public. Why not give Dayton’s historical significance a boost in the same way?

Thank you for your time considering my point of view as you continue to do what’s best for Lyon County.

Sincerely,

Kristi Howard
Mr. Page,

My name is Emerson L. Rader. I am a resident of Dayton, NV. I am also a retired Law Enforcement Officer, Retired Investigative Agent for the California Office of the Inspector General, and Vietnam Veteran. Recently I was made aware that there is a proposal to change the name of Old Dayton Valley Rd. and rename it after our 45th President, Donald J. Trump. President Trump did an enormous amount of positive things for our country as a whole, and for the citizens of this country individually.

I'm not going to take the time to list his many accomplishments, all while being under attack from the left. However, I believe that acknowledging his accomplishments by naming a street after him is an honor to our town, and a rightful action to take, considering his love of our country, our law enforcement, our military, and the patriots who are still fighting to expose the many underhanded and vicious things that took place in 2020.

I realize that a portion of the Dayton community are pushing back on this proposal, the same way they attacked President Trump during his time in office. I would recommend that you not let your decision be influenced by left wing bullying or threats. There are many, many of us here in Lyon County who loved Trump and still do. We, here in Dayton, would be proud to have a street named after him and I encourage you to go forward with this proposal.

Thank you for taking the time to read this email. I hope it helps you to make a positive decision for the betterment of our community.

Sincerely,

Emerson "Lynn" Rader
108 Hillcrest Circle
PUBLIC COMMENT
2 messages

maxlen1 <maxlen1@aol.com>  
To: elopez@lyon-county.org  
Wed, Jul 14, 2021 at 10:21 AM

This is a DEFINITE NO on renaming Old Dayton Valley Rd to Pres. Trump Way. This might be a small road to you Commissioner Gray, but it’s a great road to us who have gathered here many times to celebrate our children, families and community. From Little League to watch our children graduate and for a place for Seniors to gather. It’s like the heart of our town. These have been very stressful times. Stop trying to divide our community and let us have some peace again. Mr. Gray Stop trying to use this little road as a big stepping stone for your own personal political gain!

Sincerely,
Maxine McKinnon
775-250-6813
Nevada Resident for 45 years

Sent from my Verizon, Samsung Galaxy smartphone

maxlen1 <maxlen1@aol.com>  
To: elopez@lyon-county.org  
Wed, Jul 14, 2021 at 1:25 PM

I am opposed to the renaming of Old Dayton Valley Rd. There has been enough divisiveness from the last President. Things need to calm down. Our last President was immoral, corrupt, incompetent and further more he may be indicted for a number of crimes. Why don’t you put the money towards the Dayton Depot, which was burned down instead of wasting your time on a street name change. I am very sure this stunt is for political reasons and nothing more.

Len McKinnon
775-600-5459
Nevada resident of 45 years

[Quoted text hidden]
An open letter to:
Lyon County Board of Commissioners

Thank you, Robert Jacobson, for being the sole voice of reason at the July 1st Lyon County Board of Commissioners meeting.

The suggestion that 'Old Dayton Valley Road' should be renamed to honor President Trump is beyond outrageous. This shouldn’t be controversial? Are you kidding me? How about talking to the constituents you claim to represent!

It is interesting as I peruse a list of all street names in Dayton, I don't find a single one that honors a former president, senator, state legislator or governor. I do find names with historic significance: 'Sutro Road'; 'Sutro Springs Road'; 'Sutro Tunnel Road'; 'Yellow Jacket Road'; 'Quillci Road'; 'Roughing It Road'; 'Rowens Gulch'; 'Sam Clemens Avenue'; 'Prospector Road'; 'Rawe Peak Drive'; 'Pony Express Trail'; 'Old Como Road'; 'Gold Par Way'; 'Gold Creek Drive'; and 'Fort Churchill Road', to name a few.

If you really think you need to honor the most divisive, polarizing President in history, name a new street after him, preferably not in Dayton. Homebuyers can then choose to live on 'President Trump Way', including Mr. Ken Gray!

Leave the rich history of Dayton alone, especially if you can't honor someone or something that made a significant contribution in making Dayton more than a dot on a map. Leave the $8,000 this proposal is projected to cost in the county coffers to fund public safety issues or other matters that are important to the residents of Dayton.

Nancy Jolly
3rd generation Nevadan
Life-long Nevada resident
My name is Tom Toigo. I am a resident of Yerinfton. I do not support the attempt to name a street in Lyon county for Donald Trump.

As a veteran I was appalled when Donald Trump belittled John McCain’s service in the U. S. Navy. While Donald Trump was able to avoid military service; John McCain endured serious injury and extreme torture at the hands of his captors as a Prisoner of War. When presented with an opportunity to be freed due to his father’s position in the U. S. Captain McCain refused to be freed until those who were captured before him were released. The refusal was due to his compliance with his oath to serve his country.

I feel that honoring Donald Trump with a street named for him, is an affront to all who have serve in our Armed Forces, an affront to those currently serving, and an affront to those who made the ultimate sacrifice as a result of them service.

It would also be an extreme affront to the service and sacrifice to those who have their names inscribed on the Vietnam War Memorial.

This is my reason for opposing your misguided proposal for honoring Donald Trump in any way whatsoever.

Sincerely,
Thomas Toigo
To name a road after a man who was a shouting bully before elected president, impeached twice then instigated a riot on capitol grounds is not controversial, it's dismally dumb. The biggest legacy from Stinks is a divided America. Going to take decades for the Republican party to gloss over his lies, corp. & ecological tax breaks then recover. I tried to get this off last night but not used to initiating emails--wrote for 9 papers, 6 in CA & 3 in NV--so only had to write then hit send. This afternoon, a friend from the Lyon Ct. D group showed me what I was doing wrong. Sorry this message is late but as I don't drive can't attend the meeting. Thanks for yr time. Kit Knight, Yerington, 463-4773 (left Sacramento in 2006 to move here & love it; before that lived in Petaluma, after living in PA for 20 yr)
A better, more appropriate name, for your Old Dayton Valley Rd. would be TRAITOR LANE!

He supported the military? B.S. For Vietnam, he ducked out with the excuse of having a spur on his ankle, or was it up his ass............He insults the men and women who died in defense of this nation by calling them “suckers and losers.” And after betraying his oath of office, encourages an attack on the capital, on democracy itself, and then runs and hides under his bed at home.........How about COWARD’S LANE?

If he ever said anything that turned true, it was in an interview in 1998 when he declared that Republicans were the most stupid of voters. Are you all so ‘party blind’?

An American
Fwd: Renaming Old Dayton Valley Road

1 message

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

Tue, Jul 6, 2021 at 8:33 AM

Erin,
I received this email. I thought Jeff might want to reply.
Margie

---------- Forwarded message ----------
From: Valerie Holdsworth <valerieh@prodigy.net>
Date: Tue, Jul 6, 2021 at 8:01 AM
Subject: Renaming Old Dayton Valley Road
To: <mkassebaum@lyon-county.org>

I am a resident of Dayton and I am totally against renaming Old Dayton Valley Road to Trump. I do not want our kids to attend a school or our public libraries address to in any way reflect the name of the worst President in history. He is not a role model to have a street named after him. If Lyon County wants to name a street after him; let them do it in Yerington not in Dayton. Honestly I don’t think any street should be named after an individual who is continuing to LIE to the public. This is disgraceful.

Alan & Valerie Holdsworth
775 246-4440

--

Lyon County Recorder
Margie Kassebaum-CPO

(775) 463-6581
Jeffery A. Page
Lyon County Manager
27 South Main Street
Yerington, NV 89447
(775) 463-6531/(775) 577-5037
(775) 302-7088 (Cell)
BUILDING A SUSTAINABLE COUNTY
You can find us on the Internet at www.lyon-county.org or Facebook at: https://www.facebook.com/LyonCountyNV/
Twitter at: https://twitter.com/LYONOFM

---------- Forwarded message ----------
From: Lori Mand <lorim4020@gmail.com>
Date: Tue, Jul 6, 2021 at 8:15 AM
Subject: Trump Rd.
To: <daytonnvchamber@gmail.com>, <jpage@lyon-county.org>

Considering that Lyon County and Dayton need as much financial help as they can get, naming a road after arguably one of the worst presidents in American history is simply offensive to at least 1/2 of the country. Keep in mind that many of those people possibly travel thru your areas in one direction or another from California, Nevada and Utah. When I heard about this name change, the first thing that came to my mind is that I will never spend another dime in your area. The comments from those who told me about this were pretty much the same, avoid that area. Maybe not a big deal to you but how many more people are there that will feel the same and will not say anything, but just drive on by your small businesses? I doubt the ones who support Trump will go out of their way to spend their money in your area due to a road.
For what it is worth.......

Tue, Jul 6, 2021 at 8:21 AM
Fwd: Old Dayton Valley road proposed name change

2 messages

Nikki Bryan <nbryan@lyon-county.org>
To: "Page, Jeff" <jpage@lyon-county.org>, Erin Lopez <elopez@lyon-county.org>

Nikki Bryan
Lyon County Clerk/Treasurer
27 S. Main Street
Yerington, NV  89447
nbryan@lyon-county.org
(775) 463-6501
FAX (775) 463-5305

---------- Forwarded message ----------
From: Jo Johnson <jo.johnson3@yahoo.com>
Date: Tue, Jul 6, 2021 at 10:21 AM
Subject: Old Dayton Valley road proposed name change

To: kgray@lyon-county.org <kgray@lyon-county.org>, vkeller@lyon-county.org <vkeller@lyon-county.org>, whenderson@lyon-county.org <whenderson@lyon-county.org>, rjacobson@lyon-county.org <rjacobson@lyon-county.org>, dhockaday@lyon-county.org <dhockaday@lyon-county.org>
Cc: nbryan@lyon-county.org <nbryan@lyon-county.org>

Dear Commissioners of the ENTIRE population of Lyon County:

Bruce and I have been residents here since 2007. We’ve attended many meetings regarding the proposed Desert Wells Development and have each stood up and given our opinion. We thank the board put this development on hold for several years.

Now we find out that you, the esteemed members of the Board of County Commissioners, have deemed it appropriate to rename Old Dayton Valley Road to Pres. Trump Way. Shame on you! You are supposed to represent ALL of the residents of Lyon County, not just the majority political party in this county. There are many more Democrats in this county than there used to be, and we are outraged.

Think of this: If the commissioners were all Democrats and decided to rename a road Pres. Obama Way or Pres. Biden Way, you would be outraged too, I expect.

We strongly object to this misuse of your powers. Your job IS NOT Republican politics. You should be non-partisan for the good of the people in this county.

I am also sharing my thoughts with Governor Sisolak and Senators Jacky Rosen and Catherine Cortez-Masto, who do represent all of us.

Why should Donald J. Trump get a road named after him? I expect this money comes taxes we pay. We do not wish to pay taxes for this street name change. There are many other WORTHY road projects that need our tax dollars.
Old Dayton Valley Road DOES NOT NEED TO BE RENAMED, NOR SHOULD IT BE RENAMED AFTER DONALD J. TRUMP! You members of the Board of Commissioners had absolutely no right to push this through. High school students should not have to travel along a road named Pres. Trump Way. This is a subtle indoctrination of our young people. They have the right to choose what political party to align with.

Donald J. Trump has single-handedly split this nation and came so very close to destroying our Democracy. All his actions seem to indicate he wants to make this nation an autocracy, with himself as the chief autocrat. And you don't see this. None of you do. How can you not? And yet you want to honor him by naming a road after him? All but a few of Republicans on Capitol Hill have lost their way, fallen under his spell somehow, and now you, too?

The former president did a fine job of ignoring the pandemic--many people died who didn't need to; many businesses went out of business; many people suffered. A lot of this could have been avoided if he'd taken the steps of being "a wartime president" as he said he was (but never was. He didn't care.). Not to mention the other things he did to get himself impeached not once, but twice. A decision to impeachment is not reached lightly. He was not a president for all people. Just Republicans, many rich people, and his sycophants. And yet, you want to name a road after him?

I remind you: You represent all of us, not just Republicans. Shame on you. How far you have fallen.

In all sincerity but, sadly, with no respect,

Evelyn J. Johnson
Bruce M. Johnson
217 David Ave.
Stagecoach, NV 89429 USA

PHONE: 1-775-220-4661
jo.johnson3@yahoo.com

"Any man who needs to surround himself with loyal acolytes doesn't really believe in himself."
~ Ken Follett, *World Without End*

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**Jeff Page** <jpage@lyon-county.org>

To: BOCC <bocc@lyon-county.org>

**Jeffery A. Page**
**Lyon County Manager**
27 South Main Street
Yerington, NV 89447
(775) 463-6531/(775) 577-5037
(775) 302-7088 (Cell)
**BUILDING A SUSTAINABLE COUNTY**
You can find us on the Internet at www.lyon-county.org or Facebook at: https://www.facebook.com/LyonCountyNV/
Twitter at: https://twitter.com/LYONOE
Hello,

I am strongly opposed to changing the name of Old Dayton Valley Road. Renaming one of our historic roads after a polarizing public figure (who is currently being criminally investigated for crimes committed while in office) is inappropriate at best. Four board members personal political beliefs should not be forced upon an entire community. This board is meant to be operating in the best interest of all Lyon County residents, not frivolously spending thousands of dollars of the taxpayers’ money on their own personal interests. Just because 70% of Lyon County voters chose to vote for the republican nominee in the last election does not mean you should disregard the rest of your constituents. This is a bizarre, selfish, and inappropriate use of time and funds. The board should be focused on improving the community for all who live here, not using taxpayer money to flaunt their personal political beliefs.

Amanda Weldy
Dayton, NV
Re: Old Dayton Valley Road

3 messages

Rob Jacobson <rjacobson@lyon-county.org>  Wed, Jul 7, 2021 at 2:25 PM
To: Karen Sikora <sikorakaren@yahoo.com>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Mrs. Sikora,
I have attached your email to the Planning Commission. Thanks again for your feedback. Rob

On Sun, Jul 4, 2021 at 4:19 PM Karen Sikora <sikorakaren@yahoo.com> wrote:
Mr. Jacobson
Thank you for checking emails on a holiday. I really appreciate that!
I am glad you liked my suggestions but I need more than that. I have not been able to locate any email addressees for the Lyon County planning commissioners. Aren't they the ones that ultimately determine whether to approve said change? Are you able to provide me email addresses on the members of the planning commissioners?
In addition to my stated reasons for not wanting to see the name changed for Old Dayton Valley Road-I do have personal reasons as well. I am a Special Education Teacher at Dayton Intermediate located on Old Dayton Valley Road. It was stated that no one lives on Old Dayton Valley Road that it is only school ad county buildings. We may not live there but that is our "home" too. I truly do not want to see a sign changed because no one "lives" on that road. I do not want to get into the whole political aspect of all this-but if the sign needs to be changed lets change it to a more appropriate historical Nevadan person's name. Our country has become very divided and we do not need to add to that division by changing the name of an historical road to a name that continues to cause division. We need unity.
Please tell me what else I can do?
Thank you
Karen Sikora

On Sunday, July 4, 2021, 01:13:13 PM PDT, Rob Jacobson <rjacobson@lyon-county.org> wrote:

Mrs. Sikora,
All great suggestions. I appreciate your feedback. Rob

On Sun, Jul 4, 2021 at 11:53 AM Karen Sikora <sikorakaren@yahoo.com> wrote:
Dear County Commissioners:

I am writing in regards to the proposed name change of Old Dayton Valley Road. I would ask that you would please reconsider this matter.

My major concern is the cost to the 3 schools, Senior Center and Library that will be affected by a name change. Along with this concern is the fact that Old Dayton Valley Road has historical significance to the Dayton community.

Instead of renaming a street use new names for new streets. I personally feel streets named after famous historical contributors to the state of Nevada should be considered. For example Sarah Winnemucca, Abe Lincoln, Paul Laxalt, and many others that have added to the historical significance of Nevada.

In conclusion, I ask that you please take my concerns into consideration.

Thank You,
Karen Sikora

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You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group. To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAL_sub7GHgNsc12gUC%2BRW1UovLLmrGBFdXJrCFd87b5%2BEG1xXg%40mail.gmail.com.

Jeff Page <jpage@lyon-county.org>  
To: Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>  

Jeffery A. Page  
Lyon County Manager  
27 S. Main Street  
Yerington, NV 89447  
(775)463-6531  
(775)302-7088 (CELL)  
jpage@lyon-county.org  

To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAPSXz%2Bxe5bdU%3D%2BqpBQcbm47AJQGce%2BZYyuxmx%1yGgjR6Q7CN%3Dg%40mail.gmail.com.

'Karen Sikora' via Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>  
Reply-To: Karen Sikora <sikorakaren@yahoo.com>  
To: Rob Jacobson <rjacobson@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>  

Thank you so much. I really appreciate it!  
Karen  

Sent from Yahoo Mail for iPhone  

[Quoted text hidden]  
[Quoted text hidden]  
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/2093322595.2719706.1625714443974%40mail.yahoo.com.
Betty Retzer, chair
Lyon County Planning Commission
27 S. Main Street
Yerington, NV 89447

I am writing to you to request that you do not approve the name change for Old Dayton Valley Road. According to the Reno Gazette Journal, Lyon County Commissioner Ken Gray states that renaming the road shouldn’t be controversial.

I can think of nothing more controversial than renaming Old Dayton Valley Road after former President Trump. I do not live in Dayton, but my son does. He did not vote for the former president, and of all the people whom I know living in Dayton, not one of them did either.

Mr. Gray is quoted as saying, “He was a good leader as far as I’m concerned.” That may be his opinion, but it certainly does not warrant naming anything after Trump.

Please consider the vandalism that will most likely occur if such a change goes through. Is Mr. Gray going to pay for the expenses associated with this vandalism? How easy will it be for people to add ‘NO’ to a sign that says “President Trump Way”? President Trump – NO Way!

I am wondering why there is a motion to rename the road at all. And if you plan to pursue a name change, there must be several people in Lyon County history who should be considered before Trump.

Thank you,

Mary Swift
196 Coventry Drive
Carson City, NV 89703
Harold Ritter, member
Lyon County Planning Commission
27 S. Main Street
Yerington, NV 89447

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Thank you,

Mary Swift
196 Coventry Drive
Carson City, NV 89703
July 6, 2021

Lyon County Board of Commissioners
27 S. Main St.
Yerington, NV 89447

Re: Re-naming street after Trump

Dear Board of Commissioners:

When Ken Gray states Trump "was a good leader" he shows he and 3 others of you support a bankrupted, twice impeached, inveterate liar. Draft dodger Trump called Vietnam Vets and 1800 dead WWI marines "losers". Don't you recall Trump wanted to close "Stars And Stripes" but backed down after push back? Don't you recall Trump villifying John McCain and Gold Star families and the Joint Chiefs of Staff? If you don't recall, just ask Generals Kelly, Mattis, McMaster and Miley who thought Trump unsupportive of them and the military.

Those of you who assented for the street name change are vacuous and unwilling to recognize fact from fiction, good from bad. Don't you hear the laughter that history bestows upon you?

Sincerely,

[Signature]

R. Simpson

cc: Lyon County Planning Commission
Citizen Advisory Board
Letter of Transmittal

Meeting Date: 07/07/2021

Advisory Board: Dayton Regional

Item or Topic of Concern:
BOCC 7-15-2021 Meeting, Agenda Item 16.d. For Possible Action: Direct staff to begin the application process to change the name of Old Dayton Valley Road to Pres. Trump Way, approve the application and authorize staff to move forward with the process.

Has the board agendized this item and taken action? Yes ☐ No ☑

Recommendations and/or suggested alternatives:
PUBLIC COMMENT: Dayton Citizen Maxine McKinnon is opposed to the name change of Old Dayton Valley road. She states that it already is named after a historical figure, she is concerned of the costs to Lyon County, and she is concerned about the discord that the proposal is causing the community.

Please select which board this item is to be brought before:
Board of Commissioners ☑, (and/or) Planning Commission ☑

What, if any, recommendation does the Advisory Board have:

Submitted By: Christopher Gonzales Date: 07/12/2021

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447
Email to: plonez@lyon-county.org
Citizen Advisory Board
Letter of Transmittal

Meeting Date: 07/07/2021

Advisory Board: Dayton Regional

Item or Topic of Concern:

BOCC 7-15-2021 Meeting, Agenda Item 16.d. For Possible Action: Direct staff to begin the application process to change the name of Old Dayton Valley Road to Pres. Trump Way, approve the application and authorize staff to move forward with the process.

Has the board agendized this item and taken action? Yes ☐ No ☑

Recommendations and/or suggested alternatives:

PUBLIC COMMENT: Dayton Citizen Leandra Carr: Is in disagreement with the name change of Old Dayton Valley Road. She is concerned about the cost to the County for the government buildings on the current street.

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

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

What, if any, recommendation does the Advisory Board have:

Submitted By: Christopher Gonzales Date: 07/12/2021

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447
Email to: alonges@lyon-county.org
Fwd: changing street name of Old Dayton Valley Road
2 messages

Dayton Cab <drcab@lyon-county.org>  Mon, Jul 12, 2021 at 12:59 PM
To: Erin Lopez <elopez@lyon-county.org>, Shannon Juntenun <sjuntunen@lyon-county.org>

FYI

--------- Forwarded message ---------
From: <lifenownv@gmail.com>
Date: Thu, Jul 8, 2021 at 10:40 AM
Subject: changing street name of Old Dayton Valley Road
To: <drcab@lyon-county.org>

Why in the world does anyone want to change it? Guess maybe all of them are Trumpsters. Sad that they don't take the opinions of people who live there and are against a change. - Lynna Reed, Dayton lifenowNV@gmail.com

Rob Pyzel <rpyzel@lyon-county.org>  Mon, Jul 12, 2021 at 1:17 PM
To: lifenownv@gmail.com
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>, Dayton Cab <drcab@lyon-county.org>

Thank you for providing your comment. We will forward your email on to the Lyon County Planning Commission and the Lyon County Board of Commissioners as part of the public comments received regarding this application.

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quoted text hidden]
[Quoted text hidden]

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Shannon Juntenun
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org

You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group. To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org. To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAAcmpFpjjUgI4aK00%3DKJE-1X6GgF0qS0CjGETwUxj1E39e%3Dw%40mail.google.com.
Old DVR proposed name change

2 messages

nvmeyer5@aol.com <nvmeyer5@aol.com> Tue, Jul 13, 2021 at 5:47 PM
Reply-To: nvmeyer5@aol.com
To: "sjuntunen@lyon-county.org" <sjuntunen@lyon-county.org>

Dear Ms. Juntunen;

I am writing to you to voice my opposition to the proposed name change of Old Dayton Valley Road to President Trump Way.

When my family and I moved to Dayton thirty years ago, we traveled to our home by way of Old Dayton Valley Road. It was the only road in and out of our our side of the Carson River in our valley, so it has memories and history connected to it. Dayton is a historic area that tries to keep their historical roots intact, and I believe a name change to this road would destroy those efforts.

Several months ago, the Lyon County Commissioners passed a significant rate change to our sewer and water rates to accommodate repairs to the Dayton system, which we were told, was over capacity. At the time we were told that the county did not have the money for the needed repairs. Apparently, our commissioners have now miraculously found additional funds to change the name of the roadway. There will definitely be a cost of thousands of dollars if the Senior Center, the Library and three Lyon County Schools, DES, DIS and DHS are required to change their stationery, athletic forms, enrollment forms, business cards, web sites, etc. This amount undoubtedly will be passed on to the taxpayer.

I truly thought Lyon County leadership was against using taxes for frivolous causes!

After having gone through the last eighteen months of the Corona Virus Pandemic, we have suffered substantial losses in revenue from tourism and gaming from our state’s coffers. That is only one side of the coin, as I am sure distance learning, social distancing, and added sanitary measures have piled on the cost to our schools.

In summation, I am truly disheartened that our present board of commissioners have presented a lack of concern for both Dayton’s history, and a foolish abuse of taxpayer dollars by bringing this issue before the board.

Bruce Meyer
209 Thornwood Court
Dayton, NV 89403
(775) 246-7009

Shannon Juntunen <sjuntunen@lyon-county.org> Tue, Jul 13, 2021 at 5:50 PM
To: Rob Pyzel <rpyzel@lyon-county.org>

[Quoted text hidden]

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Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
Renaming Old Dayton Valley Road

2 messages

Valerie Friskey <vfriskey@yahoo.com>
To: sjuntunen@lyon-county.org

Mon, Jul 12, 2021 at 8:23 PM

I would like my opposition to the renaming of Old Dayton Valley Road to be included in Public Comments. I have lived in Dayton for over 39 years and taught at Dayton Elementary for almost 40 years. I feel there is no good reason to rename this road. Thank you for hearing my opinion.

Valerie Friskey
305 Imperial Road
Dayton NV

Sent from my iPhone

Shannon Juntunen <sjuntunen@lyon-county.org>
To: Rob Pyzel <rpyzel@lyon-county.org>

Tue, Jul 13, 2021 at 11:58 AM

[Quoted text hidden]

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Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org
Hello Shannon,
My name is Aaron Underhill. I’m a resident of Dayton NV. And a registered voter.
Please note that I’m against the renaming of Old Dayton Valley Road. Thanks for your time.
Sent from my iPhone

--
Shannon Juntunen
Administrative Assistant
Lyon County Community Development
27 S. Main St.
Yerington, NV 89447
Phone: 775-463-6592
sjuntunen@lyon-county.org
Fwd: changing street name of Old Dayton Valley Road
1 message

Dayton Cab <drcab@lyon-county.org> Mon, Jul 12, 2021 at 12:59 PM
To: Erin Lopez <elopez@lyon-county.org>, Shannon Juntunen <sjuntunen@lyon-county.org>

FYI

-------- Forwarded message --------
From: <lifenowNV@gmail.com>
Date: Thu, Jul 8, 2021 at 10:40 AM
Subject: changing street name of Old Dayton Valley Road
To: <drcab@lyon-county.org>

Why in the world does anyone want to change it? Guess maybe all of them are Trumpsters. Sad that they don't take the opinions of people who live there and are against a change. - Lynna Reed, Dayton lifeNowNV@gmail.com
Fwd: Renaming DVR
1 message

Dayton Cab <drcab@lyon-county.org>  Mon, Jul 12, 2021 at 12:59 PM
To: Erin Lopez <elopez@lyon-county.org>, Shannon Juntunen <sjuntunen@lyon-county.org>

FYI

---------- Forwarded message ----------
From: Ginny Taylor <gint88@gmail.com>
Date: Thu, Jul 8, 2021 at 11:23 AM
Subject: Renaming DVR
To: <drcab@lyon-county.org>

My husband and I oppose renaming Dayton Valley Road To Trump way  Ick we love the name we have  why waste money on it!
Fw: Old Dayton Valley Rd
4 messages

'Tkellyinco' via Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org> Thu, Jul 8, 2021 at 11:24 PM
Reply-To: Tkellyinco <tkellyinco@aol.com>
To: Lyon-county-planning-commission@lyon-county.org

To whom it may concern

We want to make our opinion of the name change of Old Dayton Valley Rd to name after former impeached twice Trump.

This is not what I want my tax dollars to go towards. Why would Lyon County wish to change the name of a historical road and name it after a man with no care or connection to Lyon county or the great state of Nevada?

I also. Question the cost for the county and the school to change their address? I saw a quote, and as someone who has been through a business address change because of a name change, it cost a lot more than one might think. Also, not to mention the mail issue for those sending mail to the old address.

As a Lyon county resident, I think our county commissioners should go better for the people of Lyon County And want to bring Nevadans together, not keep cause this division.

A few county commissioners should be ashamed of trying to get this plan through and breaking state statutes to do so— this not a good example for our county or state.

Would you please not move forward with this name change? We, as a county and state, can do better.

Let's put Our tax dollars to helping the people of the county and not a stroke to “King Kens” ego and stand up to what right for ALL the people of Lyon County.

Thank you
Tawana Kelly

Sent from the all-new AOL app for iOS

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You received this message because you are subscribed to the Google Groups "Lyon County Planning Commission" group. To unsubscribe from this group and stop receiving emails from it, send an email to lyon-county-planning-commission+unsubscribe@lyon-county.org.
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/2097237199.2602941.1625811876890%40mail.yahoo.com.

Rob Pyzel <rpyzel@lyon-county.org> Fri, Jul 9, 2021 at 7:08 AM
To: Tkellyinco <tkellyinco@aol.com>
Cc: BOCC <bocc@lyon-county.org>, Lyon County Planning Commission <lyon-county-planning-commission@lyon-county.org>

Thank you for providing your comment. We will forward your email on to the Lyon County Planning Commission and the Lyon County Board of Commissioners as part of the public comments received regarding this application.

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quote text hidden]
To view this discussion on the web visit https://groups.google.com/a/lyon-county.org/d/msgid/lyon-county-planning-commission/CAAcmFp1_1Y85W7uFLzKbKHDAQ2Vac1fBggse%3D_nVLx34WuR2g%40mail.gmail.com.

Rob Pyzel <rpyzel@lyon-county.org> Fri, Jul 9, 2021 at 7:09 AM
To: Shannon Juntunen <sjuntunen@lyon-county.org>
FYI.
This one came to me directly...

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

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quoted text hidden]

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Dayton Cab <drcab@lyon-county.org>  Mon, Jul 12, 2021 at 1:00 PM
To: Erin Lopez <elopez@lyon-county.org>, Shannon Juntunen <sjuntunen@lyon-county.org>

FYI
[Quoted text hidden]
Hello,
Hopefully, this finds you all well. I support the name change for Old DVR to honor the 45th President and LEGITIMIZES HIS SUPPORTERS.

As a supporter of Trump and most (not all) of his policies, I feel rejected and condemned every day. Naming a street after Trump would mean a lot to me not because it honors Trump, but because it acknowledges we should all be free to embrace our own beliefs publically without fear of being "canceled" or even killed for it.

You won’t see a lot of people going on the record to support this name change. Supporters are afraid of being found out and the inevitable negative consequences which follow any public support of Trump. This is exactly why this is needed.

There will always be "more important" things to some people on any project. As a Native American, I appreciate the recognition given to the Tribes by President Trump. Almost half of my family died on the Trail of Tears. So, I am biased. However, many of us would benefit from some recognition that we are not evil.

For those who oppose this name change because they don’t like Trump, they have plenty of daily reinforcement that they are morally superior to those of us who think differently. They can turn on the news, radio or even read a Human Resources memo at work and find their views lauded as correct and morally sound.

Thank you for your time.

Sincerely,

A Deplorable American
Hi, I want to share my thoughts around the funds to change the street name. There are so many children in the community who will benefit from something consecutive to do, especially in the high heat, several do not have the means to drive into Carson City. I believe the community will greatly benefit from a pool, more shade in the parks, or some type of outdoor activity. In addition, it will be nice to preserve the history around the current name of all Dayton Valley Road.

Thank you for your consideration,

Kim Burciaga
My name is Yvonne de La Paix, and I am a resident of Dayton; in fact, I live next to the schools in our town, the library in our town, and the other sites on historic Old Dayton Valley Road. It’s called Old Dayton Valley Road because it is a historic street. That you have made this poorly conceived motion to change its name to President Trump Way is what brings me and others here today. I believe this proposed change to be motivated by things other than what benefits, what enriches, and what improves Lyon County. I believe this proposed change to be socially and financially irresponsible, and worse, self-serving to most of the members of this Board.

SOCIA LLY IRRESPONSIBLE

From the time I registered to vote a hundred years ago, I have declared myself NON-PARTISAN, because I hate the adversarial relationship set up by a two-party system. I believe the Board’s motivations for this proposal to be excessively partisan, which is an incredibly irresponsible thing to do in this climate of mutual fear and loathing between Democrats and Republicans. I am aware that most of the Board members are far-right Republicans, not mainstream or moderates, and I believe this motion is an act of both a denial of reality and an affirmation of a delusion.

Donald Trump did not win the last election, which has been multiply determined to have been a legal election. Tempers were not just flaring, they were exploding during this election, and this motion to name a street after Trump feels like another temper tantrum thrown by those whose horse did not come in. To do this in a climate which continues to be so volatile is unnecessarily provocative and socially and morally irresponsible. This is the denial of reality that troubles me about your decision-making process in this matter.

And as to the affirmation of a delusion: why the necessity of putting the word “President” in front of “Trump” and not putting “Donald” in front of
“Trump”? In the traditional naming process when streets, highways, buildings, etc. are named for presidents, we use their names. “Lincoln Highway,” not “President Lincoln Highway.” Your insistence on putting “president” in this proposed name is irregular, at best, and smacks of the delusion that somehow Trump is the rightful current president or that he will be president again. Perhaps this mostly far-right board also hopes that Trump will come shake their hands and pat them on the backs for taking this “brave” action? This is an atypical naming format.

FINANCIALLY IRRESPONSIBLE

I understand that there is an initial $8000 cost to change the street signs, and the proposal provides for an unspecified large amount for replacement and repair of the signs. This clearly points up, to me, that you expect massive and frequent vandalism of the signs. This says, to me, that you KNOW how provocative and unpopular this motion is! Why would you do something that you know is going to have much greater costs down the line because of its profound offensiveness to a large part of the community – and others outside the community? And that money will come from the taxpayers of Lyon County, for whom you are supposed to be focusing on what benefits, what enriches, and what improves Lyon County, not what will be a financial detriment to its citizens and cause extra work for its sheriffs department.

Furthermore, what about the costs to the schools, the libraries, and the other businesses and services on Old Dayton Valley Road who will now have to change their letterhead on stationery, envelopes, flyers, street signage, etc.? Is the county going to pick up all that cost too? And the cost of replacing THEIR frequently vandalized outdoor signage? Who is going to have to pay for that?

This is going to cost many thousands more dollars than the 8 which is mentioned in the language of the motion, and some of that cost will not be incurred by the county, but will fall to private businesses and organizations.
These many thousands of dollars could be better put into actually benefitting, enriching, and improving Dayton in meaningful ways, not the least of which is supporting and protecting the vanishing historical aspects of the town which include historic Old Dayton Valley Road.

CONCLUSION

In conclusion, I and others here present and online, strongly advise you to set aside this motion, remove this proposal, which smacks of financial short-sightedness, a lack of awareness of the socio-political climate of these times, pandering politics with an eye toward your own future governmental aspirations, and a failure to respect the history of Dayton, the site of the historic Comstock Lode, and the oldest formal settlement in the state of Nevada (with a nod and a wink to Genoa). You were elected to serve us, not yourselves; the money you spend is not yours, it is ours. Why waste $8000 up front and countless more thousands on something which will divide us.

Abraham Lincoln said, “If you want to test a man’s character, give him power.” It is my hope that you will each take several minutes for a soul-searching discussion within yourself to acknowledge the root of your motivations for this proposal, because to most of us, it smells like it’s irresponsible and self-serving, two qualities which are absolutely not to be desired in a public servant.

As inscribed thousands of years ago on the temple of Apollo at Delphi, *gnothi seauton*. Know thyself. It is the essential component of wisdom. And wisdom is one of the traits of a good leader.

Thank you.
July 14, 2021

Lyon County Commissioners

PLEASE READ INTO THE MINUTES

Soroptimist International of The Comstock objects to the renaming of Old Dayton Road. Monies spend for this project should be used to better serve the community.

Thank you

Sincerely,

Soroptimist International of The Comstock
Hello,

I sent this email yesterday to county commissioners. Please add to public comments.

Thank you,

Patrick Wiggins

Sent from my iPad

Begin forwarded message:

From: Ken Gray <kgray@lyon-county.org>
Date: July 14, 2021 at 9:52:23 PM PDT
To: Patrick Wiggins <pwiggins77@outlook.com>
Subject: Re: Renaming Dayton Valley Road

Thank you for your comment.

On Wed, Jul 14, 2021 at 15:03 Patrick Wiggins <pwiggins77@outlook.com> wrote:

Hello,

I felt the need to share my point of view concerning the proposed name change of Dayton Valley Road. My opinion of the name (that was picked during your last meeting) doesn't make sense. I would be against a name change to the road even if it was my own name.

The history of Dayton includes the Dayton Valley Road name, why change it now and why pick a name that will undoubtedly leave a certain part of our population upset with the name chosen? Building a cohesive community is essential to all governments. To haphazardly make changes to our town is ill-advised.

If a name change to the road is absolutely necessary, it seems to me that a road that our Junior High and High School are on, should be a community decision that includes the students in our schools.

These young people are and will continue to be the future of our community. They have a legitimate right to be consulted on a name change. An inclusive effort to find a suitable name should be the path forward, not one person's agenda.

Sincerely,

<image.png>
Patrick Wiggins
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
16.e

Subject:
For Possible Action: Approve agreement with Walther Law Offices, PLLC to serve as Lyon County’s public defender, effective August 1, 2021.

Summary:
State law requires counties to appoint public defenders. Many rural counties contract with private law firms to serve as their appointed public defenders. This is a proposed contract with Walter Law Offices, PLLC. The term is three years commencing 8/1/2021. The Walther firm will be the primary provider of indigent defense services throughout the County and will represent all eligible clients except in the event of a conflict of interest or unless otherwise specified in this contract. This contract is subject to the regulations and oversight of the State Department of Indigent Defense Services (DIDS); DIDS has reviewed and does not object to this contract.

Lyon County had the contract reviewed by Maupin, Cox, and Legoy as it would have been a conflict of interest for the District Attorney's Office to review it.

Financial Department Comments:
The contract is for $937,000 per year as a base rate. This is included in the budget for the current year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve attached agreement.

ATTACHMENTS

- Public Defender Agreement
AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement is entered into this 1st day of August, 2021 (“Effective Date”) by and between LYON COUNTY (hereinafter “Contracting Authority”) and WALTHER LAW OFFICES, PLLC (hereinafter “Contractor”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with a private law firm to serve as its public defender; and

WHEREAS, the Contractor is a private law firm that desires to serve as the Contracting Authority’s public defender and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREOFRE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.

2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.
   a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.
   b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.
   c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.
d. **Non-Capital Category A Case**: A Case in which the highest charge is a non-capital Category A Felony.

e. **Capital Case**: A Case in which the highest charge is a capital Category A felony.

f. **Juvenile Proceedings**: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.

g. **Appeal**: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.

3. **Cause**: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:

   a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.

   b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification; failure to provide reimbursement for reasonable Litigation Expenses; or failure to obtain additional counsel or negotiate additional compensation in good faith in the event of a Substantial Workload Increase.

4. **Department**: The Nevada Department of Indigent Defense Services.

   **Eligible Client**: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.

5. **Final Adjudication**: “Final Adjudication” shall have the meaning prescribed to it in Section 46(4)(d) of the Regulations.

6. **Fiscal Year**: July 1st through June 30th.

7. **Litigation Expenses**: Expenses for professional services reasonably needed to provide an effective defense of Eligible Clients under this Agreement. This includes reasonable fees for investigators, translators, expert witnesses, laboratory analysis, and other forensic services.
8. **Plan:** Lyon County’s Plan for the Provision of Indigent Defense Services.

9. **Regulations or Reg.:** The Temporary Regulations of the Board of Indigent Defense Services.

10. **Representational Services:** All services part and parcel of the Contractor’s delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

11. **Significant Workload Increase:** An increase in the number of Cases in a Fiscal Year that exceeds ten percent (10%) of the average number of Cases per Fiscal Year in the preceding three Fiscal Years.

**II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT**

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as public defender for the Contracting Authority. The term of the Contractor’s appointment shall be three (3) years, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

**III. SCOPE OF SERVICES**

Except as expressly limited in this Section, the Contractor shall provide Representational Services as follows:

1. **Misdemeanor Cases:** The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

2. **Category B, C, D, E Felony and Gross Misdemeanor Cases:** The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

3. **Category B Felony (10+ year maximum) Cases:** The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.
4. Non-Capital Category A Cases: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

5. Capital Cases: As of the Effective Date of this Agreement, the Contractor does not have an attorney qualified to serve as lead counsel in Capital Cases pursuant to Nevada Supreme Court Rule (SCR) 250, but the Contractor has attorneys qualified to serve as co-counsel in such cases. The Contractor shall, if appointed, serve as co-counsel in one (1) Capital Case per Fiscal Year. In the event the Contractor is appointed as co-counsel in a Capital Case two (2) or more times in a Fiscal Year, the Contractor may, at its option, provide Representational Services in the additional Cases after the first one. For all Capital Case appointments in excess of one (1) per Fiscal Year, the Contractor will receive additional compensation in accordance with Section IX below. In the event an attorney of the Contractor becomes qualified to serve as lead counsel in Capital Cases pursuant to SCR 250, the Contracting Authority and Contractor may negotiate the terms of such representation in a separate Agreement or a written modification of this Agreement.

6. Juvenile Proceedings: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

7. Appeals: The Contractor shall represent Eligible Clients on any Appeal of an interlocutory adjudication or Final Adjudication to the Third Judicial District Court or the Nevada Supreme Court.

By way of express limited exception, the Contractor shall not provide the Representational Services otherwise required above to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority’s Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.

2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this
Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.

3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:

   a. Provide zealous, competent Representational Services in all Cases;
   b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
   c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
   d. Comply with the Nevada Rules of Professional Conduct; and
   e. Comply with the Contracting Authority’s Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

The Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

In the event of a Significant Workload Increase, the Contracting Authority shall be responsible for retaining the services of additional counsel to provide Representational Services to
cover the amount of the Significant Workload Increase. Alternatively, the Contracting Authority and the Contractor may negotiate additional compensation to allow the Contractor to acquire additional personnel and/or resources needed to cover the Significant Workload Increase.

VI. OFFICES AND STAFFING

The Contractor agrees to staff and maintain an office in Lyon County, Nevada. The Contractor shall have staff available to answer telephone calls to the office during business hours and agrees to furnish to the Justice Courts, District Courts, Lyon County Sheriff’s Office, and the Lyon County District Attorney a telephone number for use after hours in any emergency that may arise. The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and support staff services suitable for conduct of the Contractor’s practice of law are the sole responsibility of the Contractor. The Contractor’s expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Litigation Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or Sec. 46 of the Reg. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars ($500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.
IX. COMPENSATION

Except as otherwise expressly stated in this Section, the Contractor’s full compensation for the performance of all Representational Services and all other obligations under this Agreement shall be the sum of:

NINE HUNDRED AND THIRTY-SEVEN THOUSAND DOLLARS AND 00/100 CENTS ($937,000.00) per Fiscal Year, paid at the rate of SEVENTY-EIGHT THOUSAND EIGHTY-THREE DOLLARS AND 33/100 CENTS ($78,083.33) per month, due on or before the fifth (5th) of each month.

By way of express exception:

1. In the event the Contractor wishes to accept more than one appointment as co-counsel in a Capital Case in any Fiscal Year as is its prerogative under Section III, the Contractor shall receive one hundred twenty five dollars ($125.00) per hour for all attorney time reasonably spent providing Representational Services in such Cases. The Contractor shall submit monthly invoices to the Contracting Authority, with time entries for Representational Services rounded to the nearest one-tenth (1/10) of an hour.

2. In the event the Contractor determines it is for any reason unable to meet its obligations under this Agreement, it may submit a written application to the Contracting Authority for modification of compensation and/or workload. The application shall state, with specificity, all reasons for the Contractor’s request. Upon receipt of the application, the Contracting Authority may submit questions or requests for additional information to the Contractor, and the Contractor shall respond promptly and in good faith. The Contracting Authority may take any appropriate action to ensure its obligations to provide public defense services are met, including, without limitation, authorizing additional compensation for the Contractor, modifying the Contractor’s workload, and/or amending or terminating this Agreement, as appropriate.

3. In the event of early termination without Cause, the Contractor shall continue to receive its monthly payment of seventy eight thousand eighty three dollars and thirty three cents ($78,083.33) until the end of the ninety (90) day notice period. In the event the notice period ends part way through a month, the Contractor shall receive a pro rated payment for that month. By way of example, if the notice period ends on the fifteenth (15th) day of a thirty (30) day month, the Contractor would receive one half of its monthly fee for that month (i.e., $39,041.67). The Contracting Authority shall owe no further compensation after that, except that if the Contractor must provide continued Representational Services after the end of the notice period to ensure an orderly transition of counsel, the Contractor will receive compensation at the rate of one hundred twenty five dollars ($125.00) per hour for all attorney time reasonably needed to ensure such transition. The
Contractor shall submit an invoice for these services, with time entries rounded to the nearest one tenth (1/10) hour, after all Eligible Clients have been transitioned to other counsel.

4. In the event of early termination for Cause, the Contractor shall receive its monthly payment of seventy eight thousand eighty three dollars and thirty three cents ($78,083.33) through the month in which termination occurs. The Contracting Authority shall owe no further compensation after that, except that if the Contractor must provide continued Representational Services in a subsequent month to ensure an orderly transition of counsel, the Contractor shall receive compensation at the rate of one hundred twenty five dollars ($125.00) per hour for all attorney time reasonably needed to ensure such transition. The Contractor shall submit an invoice for these services, with time entries rounded to the nearest one tenth (1/10) hour, after all Eligible Clients have been transitioned to other counsel.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF LITIGATION EXPENSES

The Contractor may secure reimbursement for Litigation Expenses in the manner set forth under the Contracting Authority’s Plan and applicable law. All other expenses the Contractor incurs in providing Representational Services under this Agreement are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: travel and meal expenses of Contractor’s personnel; wages, benefits, or other compensation of Contractor’s personnel; costs associated with procuring office space; office supplies, technology, software, and equipment; and all other costs attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers’ compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.
XII. ASSIGNMENT AND DELEGATION

The Contractor’s rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor’s provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. It may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

______________________________  ________________________________
Mario R. Walther, Owner        Vida D. Keller, Chair
Walther Law Offices, PLLC      Lyon County Board of Commissioners

Date: ______________________    Date: ______________________
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
17.a

Subject:
For Possible Action: Discussion and direction to staff to bring modifications to the Quarter-Cent Infrastructure Sales Tax Plan and County Code on a future agenda.

Summary:
Staff is requesting direction on whether the Board would like to update the expenditure plan for the infrastructure sales tax to include additional projects, such as a Dayton Government Center, in a future agenda item.

Also, the eligible uses have been increased in State law (NRS 377B) since the County adopted the ordinance to include health and welfare. Does the Board want a future agenda item to change the ordinance to match all of the allowed uses.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Discussion and direction to staff to bring modifications to the Quarter-Cent Infrastructure Sales Tax Plan and County Code on a future agenda.

ATTACHMENTS
- Public Notice Quarter Cent Tax Final Plan From 2008
- NRS 377B.160
- Lyon County Code 4.12
PUBLIC NOTICE

PROPOSED PLAN FOR THE EXPENDITURE OF THE PROCEEDS
OF A TAX IMPOSED PURSUANT TO NRS 377B.160 and NRS 377B.100

Statement of Need: Lyon County has determined that there are public safety needs that require a plan for the expenditure of the proceeds of a tax imposed pursuant to NRS 377B.160 and NRS 377B.100. This plan will expire on December 31, 2030. Lyon County has currently identified the following project for this plan. The plan encompasses infrastructure costs involved with this project. Lyon County currently does not have the financial capacity to meet the needs of the project without instituting additional revenue stream measures.

Public Safety Complex Addition and Remodel

An addition and remodel to the existing public safety complex in Yerington, Nevada is the primary project of this plan. The current public safety complex requires additional jail facilities and a remodel of existing facilities to continue to meet the needs of the County. The current Lyon County Jail was built in 1972 and a two cell addition was completed in 1996. There are currently 54 beds in the jail with an operational capacity of 38: which is far short of AJA standards for space per inmate. The current facility does not meet the needs of the County and requires an addition plus remodeling of the existing structure for public safety purposes and constituent health reasons.

The proposed project is estimated to cost up to eighteen million dollars ($18,000,000) for the construction plus the interest on a new bond issue estimated to be up to eight million dollars ($8,000,000). It is anticipated that this project will be funded from a combination of existing cash reserves, a new bond issue, and the proceeds from a tax imposed pursuant to NRS 377B.160 and NRS 377B.100. The proceeds from the tax imposed pursuant to NRS 377B.160 and NRS 377B.100 would also be used to meet the debt service requirements for the new bond issue.

Summary:

The jail addition is a necessary need for Lyon County. There are overwhelming social and safety concerns which focus on this project. The jail project cannot be currently funded given the general economic condition and viability of the county. Additional funding sources and revenue streams are needed to accomplish these goals.

For further information contact the Lyon County Managers Office at 775-463-6531.

I certify that this public notice was posted, on or before March 10, 2008 at 9:00 a.m., at the following locations:

Lyon County Administrative Complex, 27 S. Main Street, Yerington
Lyon County Courthouse, 31 S. Main Street, Yerington
City of Yerington, 102 S. Main Street, Yerington
Yerington Post Office

Sherry M. Upton, Clerk II
County Commission Office
NRS 377B.160 Infrastructure fund: Expenditure of principal, interest and income. The money in the infrastructure fund, including interest and any other income from the fund:

1. In a county whose population is 700,000 or more, must only be expended by the water authority, distributed by the water authority to its members, distributed by the water authority pursuant to NRS 377B.170 to a city or town located in the county whose territory is not within the boundaries of the area served by the water authority or to a public entity in the county which provides water or wastewater services and which is not a member of the water authority or, if no water authority exists in the county, expended by the board of county commissioners for:
   (a) The acquisition, establishment, construction, improvement or equipping of water and wastewater facilities;
   (b) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects described in paragraph (a); or
   (c) Any combination of those purposes.

   The board of county commissioners may only expend money from the infrastructure fund pursuant to this subsection in the manner set forth in the plan adopted pursuant to subsection 7 of NRS 377B.100.

2. In a county whose population is 100,000 or more but less than 700,000, must only be expended by the board of county commissioners in the manner set forth in the plan adopted pursuant to subsection 7 of NRS 377B.100 for:
   (a) The acquisition, establishment, construction or expansion of:
      (1) Projects for the management of floodplains or the prevention of floods; or
      (2) Facilities relating to public safety;
   (b) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects described in paragraph (a);
   (c) The ongoing expenses of operation and maintenance of projects described in subparagraph (1) of paragraph (a), if such projects were included in a plan adopted by the board of county commissioners pursuant to subsection 7 of NRS 377B.100 before January 1, 2003;
   (d) Any program to provide financial assistance to owners of public and private property in areas likely to be flooded in order to make such property resistant to flood damage that is established pursuant to NRS 244.365; or
   (e) Any combination of those purposes.

3. In a county whose population is less than 100,000, must only be expended by the board of county commissioners in the manner set forth in the plan adopted pursuant to subsection 7 of NRS 377B.100 for:
   (a) The acquisition, establishment, construction, improvement or equipping of:
      (1) Water facilities; or
      (2) Wastewater facilities;
   (b) The acquisition, establishment, construction, operation, maintenance or expansion of:
      (1) Projects for the management of floodplains or the prevention of floods; or
      (2) Facilities for the disposal of solid waste;
   (c) The construction or renovation of facilities for schools;
   (d) The construction or renovation of facilities having cultural or historical value;
   (e) Projects described in subsection 2 of NRS 373.028;
   (f) The acquisition, establishment, construction, expansion, improvement or equipping of facilities relating to public safety or to cultural and recreational, judicial or health and welfare functions;
   (g) The ongoing expenses of operation and maintenance for services and supplies of facilities described in paragraph (f), excluding salaries and benefits;
   (h) The payment of principal and interest on notes, bonds or other securities issued to provide money for the cost of projects, facilities and activities described in paragraphs (a) to (g), inclusive; or
   (i) Any combination of those purposes.

CHAPTER 12
TAX FOR INFRASTRUCTURE
SECTION:
4.12.01: Title
4.12.02: Imposition
4.12.03: Statute Incorporated
4.12.04: Purposes For Use Of Tax Proceeds
4.12.05: Contract With State For Administration
4.12.06: Purchaser Entitled To Refund Under Certain Circumstances
4.12.07: Effective Date

4.12.01: TITLE:
This chapter shall be known as the TAX FOR INFRASTRUCTURE. (Ord. 518, 3-20-2008)

4.12.02: IMPOSITION:
The tax for infrastructure is hereby imposed as follows: A tax of one-fourth of one percent is imposed upon retailers on the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the county. (Ord. 518, 3-20-2008)

4.12.03: STATUTE INCORPORATED:
The provisions of Nevada Revised Statutes chapter 374, as well as all amendments to Nevada Revised Statutes chapter 374 enacted after the passage of this chapter, are incorporated herein as if fully set forth as part of this chapter so long as said provisions are not inconsistent with this chapter. (Ord. 518, 3-20-2008)

4.12.04: PURPOSES FOR USE OF TAX PROCEEDS:
The specific purposes for which the proceeds of the tax for infrastructure must be expended include all purposes set forth within Nevada Revised Statutes 377B.160 and specifically include the acquisition, establishment, construction, expansion, improvement, or equipping of facilities relating to public safety or to cultural and recreational or judicial functions. (Ord. 518, 3-20-2008)

4.12.05: CONTRACT WITH STATE FOR ADMINISTRATION:
The county shall contract before the effective date hereof with the state department of taxation to perform all functions incident to the administration or operation of the tax in the county. (Ord. 518, 3-20-2008)

4.12.06: PURCHASER ENTITLED TO REFUND UNDER CERTAIN CIRCUMSTANCES:
A purchaser is entitled to a refund, in accordance with the provisions of Nevada Revised Statutes 374.635 to 374.720, inclusive, of the amount of the tax required to be paid that is attributable to the tax imposed upon the sale of, and the storage, use or other consumption
in a county of, tangible personal property used for the performance of a written contract: a) entered into on or before the effective date of the tax or the increase in the tax; or b) for the construction of an improvement to real property for which a binding bid was submitted before the effective date of the tax or the increase of the tax if the bid was afterward accepted, if, under the terms of the contract or bid, the contract price or bid amount cannot be adjusted to reflect the imposition of the tax or the increase in the tax. (Ord. 518, 3-20-2008)

4.12.07: EFFECTIVE DATE:
This chapter shall be in full force and effect and the tax for infrastructure must first be imposed on the first day of the first month of the next calendar quarter that is one hundred twenty (120) days after the adoption date hereof. (Ord. 518, 3-20-2008)
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
18.a

Subject:
For Information Only: Project status update from the Utilities Engineer for second quarter of 2021 (Kishora Panda).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
• Utilities project report for second quarter 2021
LYON COUNTY UTILITIES DEPARTMENT
Projects Update - Summary

Projects In Design
  1 Rolling A Wastewater Treatment Facility Phase 4 Expansion
  2 Sewer Lift Station 2 Replacement
  3 Aspen Creek Rapid Infiltration Basins (RIBs)
  4 Sewer Condition and Risk Assessment
  5 Hwy 50 Water Line Replacement - Phase 1A
  6 Upper and Lower Dayton Tank Rehabilitation
  7 Willow Creek Lift Station Liner Rehabilitation

Projects In Construction
  1 Eldorado Pressure Reducing Valve (PRV) Relocation

Projects Completed (Last 3 Months)
  1 Hwy 50 Sewer Replacement - Phase 1
  2 Rolling A Plant New Influent Flow Meter
Lyon County Utilities Department
Project Update    July 15, 2021

Project: Rolling A Wastewater Treatment Facility Phase 4 Expansion

Description: The project will increase plant annual average treatment capacity from 1.0 Million gallons per day to 1.4 million gallons per day. Scope includes, (1) construction of new equalization tank, flow splitting structure, two sequencing batch reactors, thickening unit, and a dewatering unit and (2) rehabilitation of existing headworks and sequencing batch reactor.

Budget: $15.0 MM (FY 2020)
Fund - Dayton Sewer Fund (624)
Expenditures To Date - $1.84 MM

Schedule/ Status: Design completion: Jul. 2021
- 90% design review completed - May, 2021
Bidding: Dec. 2021 - Mar. 2022
Construction: Apr. 2022 - Sep. 2023

Change Orders: None

Notes:
Project: Sewer Lift Station 2 Replacement

Description: The project will increase sewer pumping capacity from the existing Lift Station 2 matching with the Rolling A plant phase 4 expansion. Scope includes a new Lift Station (#2A, 1250 gallons per minute) across the Dayton Valley Rd, 12-inch force main from the new Lift Station #2A connecting the existing Lift Station 3A-Rolling A plant forcemain at Sutro Rd, South Plant connection, and flow metering.

Budget: $7.5 MM (FY 2020)
Fund - Dayton Sewer Fund (624)
Expenditures To Date - $251,000

Schedule/Status:
100% Design: Jul. 2021
Permitting: Jun. - Aug. 2021
Bidding: Sep. - Dec. 2021
Construction: Jan. - Aug. 2022

Change Orders: None

Notes:
Project:

Aspen Creek Rapid Infiltration Basins (RIBs)

Description: The project will provide effluent disposal capacity matching with the Rolling A Plant Phase 4 Expansion. Scope includes construction of a **new 1.4 million gallon per day Rapid Infiltration Basin (RIB) facility**, 12-inch forcemain from Rolling A plant to the RIB facility, and **upgrade to the existing Rolling A effluent pump station**.

Budget: $6.5 MM (FY 2020)
- Fund - Dayton Sewer Fund (624)
- Expenditures To Date - $1.0 MM

Schedule/Status:
- Design completed: May 2021
- Land Purchase Completion: Jun. 2021
- Zoning Change: Jun.-Sep. 2021
- Bidding: Sep.-Dec. 2021
- Construction: Jan.-Jun. 2022

Change Orders:
- 1 Oct., 1, 2020 - The Board approved TO 92 Amendment 2 for an additional funding of $61,800. Total TO 92 with Farr West Engineering for the project design is $345,400.

Notes:
Lyon County Utilities Department
Project Update  July 15, 2021

Project:  Sewer Condition and Risk Assessment

Description:  Perform sewer pipeline and manhole condition and risk assessment which will help improve the sewer operations and rehabilitation plan. The assessment will be a continuous process and this year it focuses to the Old Town Dayton area covering about 32,655 LF of sewer and 135 Manholes.

- Clean and inspect (CCTV and physical inspection) assets and develop asset condition scoring per the national standards.
- Perform risk assessment and risk scoring.
- Update the Geographical Information System (GIS) with condition and risk scoring.
- Identify the range of rehabilitation techniques to improve the sewer asset health.

Budget:  $140,960 (FY 2021)
Fund - Dayton Sewer Fund (624)
Expenditures To Date - $85,000

Schedule/Status:  Notice to proceed issued  Jan. 2021
Field work completed:  Mar. 2021
Draft Report is under review  Jun. 2021

Change Orders:  None

Notes:
**Project:**  
**Hwy 50 Water Line Replacement - Phase 1A**

**Description:**  
Construction of approximately 1,000 linear feet of 8-inch water main along US Highway 50 in Dayton, Nevada.

**Budget:**  
$1.495 MM (FY 2022)  
Fund - Dayton Water Fund (623)  
Expenditures To Date - $139,000

**Schedule/Status:**
- Design completed: May 2021
- Bid advertised: Jun. 2021
- Bid opened: June 28, 2021
- Construction: Aug. - Nov. 2021

**Change Orders:**  
None

**Notes:**
Lyon County Utilities Department
Project Update  July 15, 2021

Project: Upper and Lower Dayton Tank Rehabilitation

Description: Upper Dayton tank (1MGal) recoating, roof repair and other rehabilitations. Lower Dayton Tank (40,000 Gal) exterior recoating

Budget: $868,000 (FY 2022)
Fund - Dayton Water Fund (623)
Expenditures To Date - $23,000

Schedule/Status: Design completed: May 2021
Bid opened: June 10, 2021
Construction: Sep. - Nov. 2021

Change Orders: None

Notes:
Lyon County Utilities Department
Project Update July 15, 2021

Project: Willow Creek Lift Station Liner Rehabilitation

Description: The lift station wetwell lining condition was evaluated and recommended for replacement. A full relining of the wetwell will protect the wetwell structure.

Budget: $65,500 (FY 2021)
Fund - Willow Creek General Improvement District
Expenditures To Date - $6,000

Schedule/Status: Bid Advertised: June 2021
Bid opening: July 15, 2021
Construction: Sep. - Nov. 2021

Change Orders: None

Notes:
Lyon County Utilities Department
Project Update July 15, 2021

Project: Eldorado Pressure Reducing Valve (PRV) Relocation

Description: Relocate Eldorado Pressure Reducing Valve (PRV) assembly to south of Well 3 for water main looping. The modification will improve the system function, reliability, and performance.

Budget: $55,000 (FY 2021)
Fund - Dayton Water Fund (623)
Expenditures To Date - $28,500

Schedule/Status: Design and permitting completed: Apr. 2021
Construction by staff: Jul. - Nov. 2021

Change Orders: None

Notes:
Project: Hwy 50 Sewer Replacement - Phase 1

Description: The sewer project will repair and replace the existing damaged Asbestos-Cement (AC) sewer line along the river and US Highway 50. Scope includes construction of approximately 2,600 liner feet of 8- and 12-inch sewer main and abandonment of 2,200 linear feet of existing sewer.

Budget: Sewer - $1.6 MM (FY 2021)
Fund - Dayton Sewer Fund (624)
Expenditures To Date - $1.52 MM

Schedule/Status: Construction began Sep. 2020
Project completed and closed May 2021

Change Orders: 1 Water Project was taken out of project scope due to permitting issues

Notes:
Lyon County Utilities Department

Project Update    July 15, 2021

Project:          Rolling A Plant New Influent Flow Meter

Description: The new magnetic flow meter will enhance accuracy of the plant influent flow measurement.

Budget: $100,000 (FY 2021)
Fund - Dayton Sewer Fund (624)
Expenditures To Date - $76,000

Schedule/Status: Design completed: Feb. 2021
Construction completed by staff: Jun. 2021

Change Orders: None

Notes:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
18.b

Subject:
For Possible Action: To find that Farr Construction Company, dba Resource Development Company (RDC), is the lowest responsive and responsible bidder for the Upper Dayton and Lower Dayton Tank Rehabilitation Project with a bid amount of $292,140; to issue a Notice of Award and Contract to RDC in an amount not to exceed $322,140 which includes a $30,000 contingency account controlled by Lyon County Utilities to cover unexpected costs in the project; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund (David Bruketta).

Summary:
The Upper Dayton and Lower Dayton Tank Rehabilitation Project (PWP No. LY-2021-312) includes the rehabilitation of two water storage tanks identified as the Upper Dayton Tank and the Lower Dayton Tank. The upper tank rehabilitation consists of an exterior and interior coating and component additions and improvements, including the replacement of the interior ladder, adding vents, a sample tap, and interior cathodic protection. The Fire Department Connection (FDC) will be replaced with a fire hydrant. The lower tank rehabilitation requires the exterior coating only.

On June 10, 2021, a bid opening was held. Bid information was compiled, and Farr Construction Corporation dba Resource Development Company (RDC), was the lowest responsible and responsible bidder with a base bid price of $292,140.00. Four additional companies bid on the project: (1) Paso Robles Tank, Inc., bid $491,086. (2) Olympus & Associates bid $510,740. (3) Utility Services Co. Inc., bid $573,400. (4) Riley Industrial Services, Inc., bid 641,449; The Engineer's Opinion of Probable Construction Cost was between $600,000 and $800,000.

Staff is recommending a Notice of Award and Contract to RDC for $322,140 which include a $30,000 force account to be managed by Lyon County Utilities to cover unexpected costs in the project.

Financial Department Comments:
This within the amount presented at budget time for this project.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to find that Farr Construction Corporation, dba Resource Development Company (RDC), is the lowest responsive and responsible bidder for the Upper Dayton and Lower Dayton Tank Rehabilitation Project with a bid amount of $292,140; to issue a Notice of Award and Contract to RDC in an amount not to exceed $322,140 which includes a $30,000 contingency account controlled by Lyon County Utilities to cover unexpected costs in the project;
and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund.

ATTACHMENTS
- Award recommendation and bid tab
- Contract with RDC
- Notice of Award to RDC
June 14, 2021

David Bruketta  
Lyon County Utilities  
34 Lakes Blvd  
Dayton, NV 89403

Re: Bid Acceptance of Upper Dayton and Lower Dayton Tank Rehab

Dear David:

On June 10th, 2021, Farr West Engineering held a bid opening for the Upper Dayton and Lower Dayton Tank Rehab Project on behalf of Lyon County Utilities. Bid information was compiled and Farr Construction Corporation dba Resource Development Company (RDC) is the apparent low bidder with a base bid price of $292,140.00. A force account in the amount of $30,000.00 will be added to the base bid for a total contract award of $322,140.00.

Farr West has evaluated the RDC Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered “responsive”. We have also performed a due diligence check on the company by checking provided references, System for Award Management, Nevada State Contractor’s Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that RDC is qualified to perform and complete the work associated with this project. A search with the Contractor’s Board shows no disciplinary action against them and they are within their licensed limits. A search for debarment on the System for Award Management shows no action. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them.

RDC has over 15 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, Farr West finds RDC as being a “responsible” Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Regards,

[Signature]

Keith Karpstein, P.E.  
Senior Engineer

Attached: Bid Tabulation
**BID OPENING FORM**

**Lyon County Utilities**

**Upper Dayton and Lower Dayton Tank Rehab**

**Bid Opening Location:** Farr West Engineering, 5510 Longley Lane Reno, NV

**Date:** Thursday, June 10, 2021

**Time:** 2:00 PM

**Owner:** Lyon County Utilities

**Engineer:** Farr West Engineering

<table>
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<tr>
<th>RANK</th>
<th>Bid Item Description</th>
<th>Quantity</th>
<th>Owner's Estimate</th>
<th>Engineer's Estimate</th>
<th>PERCENTAGE OF ENGINEER'S ESTIMATE</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization</td>
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<td>$30,000.00</td>
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<td>2</td>
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<td>1 LS</td>
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<td>3</td>
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<td>7</td>
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**Base Bid Total:** $642,700.00

**Contract Amount:** $671,449.00

**ENGINEERS' OPINION OF PROBABLE COST**

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<th>Owner's Estimate</th>
<th>Engineer's Estimate</th>
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<td>Utility Service Co. Inc.</td>
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**PERCENTAGE OF ENGINEER'S ESTIMATE**

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<td>56%</td>
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<td>80%</td>
<td>100%</td>
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SECTION 00520
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Lyon County Utilities ("Owner") and
Farr Construction Corporation dba Resource Development Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 This project includes the rehabilitation of two (1MG and 40,000-gallon) welded steel water storage tanks near US Highway 50 in Dayton, Nevada. The Dayton Upper Tank (1MG) rehab will consist of an exterior and interior coating along with component additions and improvements including a new interior ladder, new vents, a new sample tap and cathodic protection. The Upper Tank will also include the replacement of an existing FDC with a new fire hydrant. The Lower Tank (40k) will require the exterior coating only along with the exterior components of the tank.

2.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Upper Dayton and Lower Dayton Tank Rehab.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farr West Engineering.

3.02 The Owner has retained Farr West Engineering ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days
A. The Work will be substantially completed within 70 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 calendar days after the date when the Contract Times commence to run.
4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price),
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. Page 2 of 6
a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are
necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages C-520.1 to C-520.6, inclusive).
2. Performance bond (pages C-610.1 to C-610.3, inclusive).
3. Payment bond (pages C-615.1 to C-615.3, inclusive).
4. General Conditions (pages C-700-i to C-700-61, inclusive).
5. Supplementary Conditions (pages C-800-1 to C-800-13, inclusive).
7. Drawings (not attached but incorporated by reference) consisting of 10 sheets with each sheet bearing the following general title: Upper Dayton and Lower Dayton Tank Rehab.
8. Addendum Number 1
9. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed
   b. Contractor’s Bid
   c. Notice of Award
   d. Documentation submitted by Contractor prior to Notice of Award (N/A).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 15, 2021 (which is the Effective Date of the Contract). The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER: Lyon County Utilities

CONTRACTOR: Farr Construction Corporation dba Resource Development Company

By: Vida Keller
Title: Chair - Board of County Commissioners

By: ______________________________
Title: ______________________________

(If Contractor is a corporation, attach evidence of authority to sign.)

Attest: ______________________________
Title: ______________________________

Address for giving notices:
Lyon County Utilities
34 Lakes Blvd
Dayton, Nevada 89403

Farr Construction Corporation dba Resource Development Company
1050 Linda Way
Sparks, Nevada 89431

License No.: 75026A; 61946 C-4
(where applicable)
NOTICE OF AWARD

Date of Issuance: July 15, 2021

Owner: Lyon County Utilities  Owner's Contract No.: PWP-LY-2021-312
Engineer: Farr West Engineering  Engineer's Project No.: 1973
Project: Upper Dayton and Lower Dayton Tank Rehab  Contract Name: N/A

Bidder: Farr Construction Corporation dba Resource Development Company
Bidder’s Address: 1050 Linda Way, Sparks, Nevada 89431

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 10, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Exterior and interior coating along with component additions and improvements including a new interior ladder, new vents, a new sample tap and cathodic protection. The Upper Tank will also include the replacement of an existing FDC with a new fire hydrant. The Lower Tank (40k) will require the exterior coating only along with the exterior components of the tank.

The Contract Price of the awarded Contract is: $322,140.00 ($292,140.00 Base Bid + $30,000 Force Account)

☒ Two (2) partially executed counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one (1) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner:

Authorized Signature
By: Vida Keller
Title: Chair – Board of County Commissioners

Copy: Farr West Engineering
Agenda Item Number:
18.c

Subject:
For Possible Action: To find that White Rock Construction, Inc., is the lowest responsive and responsible bidder for the Highway 50 Water Main Replacement, Phase 1A, project in Dayton with a bid amount of $884,521; to issue a Notice of Award and Contract to White Rock Construction, Inc., in an amount not to exceed $884,521; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund (David Bruketta).

Summary:
The Highway 50 Water Main Replacement, Phase 1A, project (PWP No. LY-2021-285) includes installing approximately 1,000 linear feet of 8-inch water main along Highway 50 in Dayton. The construction work includes removing an existing 6-inch water main, adding new fire hydrant assemblies, new water meters, replacing concrete curbing, gutters and sidewalks, and NDOT pavement restoration.

A bid opening was held on June 28, 2021. The bid information was complied and White Rock Construction was the lowest responsible and responsive bidder with a bid of $884,521. One additional company bid on the project: (1) Gerhardt & Berry Construction with a bid of $1,120,900. The Engineer's Opinion of Probable Construction Cost was $768,555.

Staff is recommending a Notice of Award and Contract to White Rock Construction for $884,521.

Financial Department Comments:
This is within the amount presented for the project at budget time.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to find that White Rock Construction, Inc., is the lowest responsive and responsible bidder for the Highway 50 Water Main Replacement, Phase 1A, project in Dayton with a bid amount of $884,521; to issue a Notice of Award and Contract to White Rock Construction, Inc., in an amount not to exceed $884,521; and to authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund.

ATTACHMENTS
- Award recommendation and bid tab
- Contract with White Rock Construction
- Notice of Award to White Rock Construction
June 29, 2021

David Bruketta, Utilities Director
Lyon County Utilities Department
34 Lakes Boulevard
P.O. Box 1699
Dayton, NV 89403

Re: Bid Acceptance of Highway 50 Water Main Replacement – Phase 1A

Dear Mr. Bruketta:

On June 28, 2021 Farr West Engineering held a bid opening for the Highway 50 Water Main Replacement – Phase 1A project on behalf of the Lyon County Utilities Department. Bid information was compiled and White Rock Construction is the apparent low bidder with a bid price of $884,521.00. The Engineer’s Opinion of Probable Construction Costs was $768,555. Two (2) bids were received with the average bid being $922,710.50.

Farr West has evaluated the White Rock Construction’s Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered “responsive”. We have also performed a due diligence check on the company by checking provided references, Nevada State Contractor’s Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that White Rock Construction is qualified to perform and complete the work associated with this project. A search with the Contractor’s Board shows no disciplinary action against them and they are within their licensed limits. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them. We performed a similar due diligence check of White Rock Construction’s subcontractors and found them all to be in good standing with the State as well.

White Rock Construction has over 20 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, Farr West finds White Rock Construction as being a “responsible” Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference. If you have any questions or require additional information regarding this letter, please feel free to contact me.

Regards,

Damon McAlister, P.E.
Principal Engineer

Encl.: Bid tabulation
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**Base Bid Total:** $768,555.00

**Engineer’s Opinion of Probable Cost:**

- **White Rock Construction:**
  - Mobilization: $51,000.00
  - Temporary Traffic Control: $80,000.00
  - Temporary Erosion Control: $10,000.00
  - Contaminated Material Disposal at Landfill: $15,000.00
  - 8-inch C900 PVC Water Main: $190,000.00
  - 8-inch Gate Valve: $10,500.00
  - 1-inch Service Connection: $3,000.00
  - 1.5-inch Service Connection: $3,900.00
  - 2-inch Service and Meter Box: $24,000.00
  - Fire Hydrant Assembly: $12,000.00
  - Air Release Valve Assembly: $8,200.00
  - Flush Assembly: $5,000.00
  - Reconnection of Existing Fire Hydrant Tee and 6-inch Valve: $7,600.00
  - 6-inch AC Water Main Removal & Disposal: $40,995.00
  - Concrete Curb and Gutter: $56,820.00
  - Concrete Sidewalk: $63,938.00
  - Pavement Restoration: $63,250.00
  - 2.75-inch Grind and Overlay: $40,500.00
  - Force Account: $80,000.00
  - Total: $884,521.00

- **Gerhardt & Berry Construction:**
  - Mobilization: $51,000.00
  - Temporary Traffic Control: $80,000.00
  - Temporary Erosion Control: $10,000.00
  - Contaminated Material Disposal at Landfill: $15,000.00
  - 8-inch C900 PVC Water Main: $190,000.00
  - 8-inch Gate Valve: $10,500.00
  - 1-inch Service Connection: $3,000.00
  - 1.5-inch Service Connection: $3,900.00
  - 2-inch Service and Meter Box: $24,000.00
  - Fire Hydrant Assembly: $12,000.00
  - Air Release Valve Assembly: $8,200.00
  - Flush Assembly: $5,000.00
  - Reconnection of Existing Fire Hydrant Tee and 6-inch Valve: $7,600.00
  - 6-inch AC Water Main Removal & Disposal: $40,995.00
  - Concrete Curb and Gutter: $56,820.00
  - Concrete Sidewalk: $63,938.00
  - Pavement Restoration: $63,250.00
  - 2.75-inch Grind and Overlay: $40,500.00
  - Force Account: $80,000.00
  - Total: $84,521.00

**RANK**

1. **115%**
2. **146%**

**Permit of Engineer's Estimate**

- **White Rock Construction:**
  - $884,521.00
- **Gerhardt & Berry Construction:**
  - $84,521.00
- **AVERAGE:**
  - $922,710.50
- **MEDIAN:**
  - $922,710.50
SECTION 00520
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Lyon County ("Owner") and White Rock Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 This project includes the construction of approximately 1,000 linear feet of 8-inch water main along US Highway 50 in Dayton, Nevada. The water main work includes removal and disposal of an existing 6-inch water main (asbestos cement) within the same alignment as the new water main; new fire hydrant assemblies, air release valve, and water meters; removal and replacement of concrete curbing, gutters, and sidewalks; and NDOT pavement restoration.

2.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Highway 50 Water Main Replacement – Phase 1A

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farr West Engineering.

3.02 The Owner has retained Farr West Engineering ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence
   A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days
   A. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages
   A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and
Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner $1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,200 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 [Deleted]

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 **Submittal and Processing of Payments**

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 **Progress Payments; Retainage**

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer,
then as long as the character and progress of the Work remain satisfactory to
Owner and Engineer, there will be no additional retainage; and

b. _____95___ percent of cost of materials and equipment not incorporated in the Work
(with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the
Contract Documents, Owner shall pay an amount sufficient to increase total payments to
Contractor to 95 percent of the Work completed, less such amounts set off by Owner
pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of
Engineer’s estimate of the value of Work to be completed or corrected as shown on the
punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of
the General Conditions, Owner shall pay the remainder of the Contract Price as
recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following
representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and
reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site
and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site
conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect
cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface
conditions at or adjacent to the Site and all drawings of physical conditions relating to
existing surface or subsurface structures at the Site that have been identified in the
Supplementary Conditions, especially with respect to Technical Data in such reports and
drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if
any, at or adjacent to the Site that have been identified in the Supplementary Conditions,
especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information
commonly known to contractors doing business in the locality of the Site; information and
observations obtained from visits to the Site; the Contract Documents; and the Site-related
reports and drawings identified in the Contract Documents, with respect to the effect of such
information, observations, and documents on (1) the cost, progress, and performance of the
Work; (2) the means, methods, techniques, sequences, and procedures of construction to be
employed by Contractor; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor
agrees that no further examinations, investigations, explorations, tests, studies, or data are
necessary for the performance of the Work at the Contract Price, within the Contract Times,
and in accordance with the other terms and conditions of the Contract.
G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:
   1. This Agreement (pages C-520-1 to C-520-6, inclusive).
   2. Performance bond (pages C-610-1 to C-610-3, inclusive).
   3. Payment bond (pages C-615-1 to C-615-3, inclusive).
   4. General Conditions (pages C-700-1 to C-700-61, inclusive).
   5. Supplementary Conditions (pages C-800-1 to C-800-12, inclusive).
   7. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: Lyon County Highway 50 Water Main Replacement – Phase 1A.
   8. Addenda (number 1 inclusive).
   9. Exhibits to this Agreement (enumerated as follows):
      a. Notice to Proceed (pages C-550-1, inclusive).
      b. Contractor’s Bid (pages 1 to 38, inclusive).
      c. Notice of Award (pages C-510-1, inclusive).
      d. Documentation submitted by Contractor prior to Notice of Award (N/A).
   10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
       a. Notice to Proceed
       b. Work Change Directives.
       c. Change Orders.
       d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the
party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **July 15, 2021** (which is the Effective Date of the Contract).

OWNER: Lyon County Utilities  
CONTRACTOR: White Rock Construction, Inc.

By: Vida Keller  
By: ________________

Title: Chair – Board of County Commissioners  
Title: ________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ________________  
Attest: ________________

Title: ________________  
Title: ________________

Address for giving notices:  
Lyon County Utilities  
34 Lakes Blvd  
Dayton, NV 89403  
White Rock Construction, Inc.  
769 Pinto Circle  
Gardnerville, NV 89410

License No.: 033848A

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)
NOTICE OF AWARD

Date of Issuance: July 15, 2021
Owner: Lyon County  
Owner's Contract No.: Task Order 112
Engineer: Farr West Engineering  
Engineer's Project No.: 2058
Project: Hwy 50 Water Main Replacement - Phase 1A  
Contract Name: Hwy 50 Water Main Replacement - Phase 1A
Bidder: White Rock Construction, Inc.
Bidder’s Address: 769 Pinto Circle  
Gardnerville, NV 89410

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 28, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The construction of approximately 1,000 linear feet of 8-inch water main along US Highway 50 in Dayton, Nevada. The water main work includes removal and disposal of an existing 6-inch water main within the same alignment as the new water main; new fire hydrant assemblies and water meters; replacement of concrete curbing, gutters, and sidewalks; and NDOT pavement restoration.

The Contract Price of the awarded Contract is: $884,521.00

☑ Two (2) partially executed counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☑ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one (1) counterpart of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner:

Authorized Signature
By: Vida Keller
Title: Chair – Board of County Commissioners
Copy: Farr West Engineering
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 15, 2021

Agenda Item Number:
18.d

Subject:
For Possible Action: To adopt the 2021 Water Conservation Plan update for the Dayton Valley Water System that serves the Dayton and Mound House area (David Bruketta).

Summary:
In accordance with Nevada Revised Statute, Chapter 540, public water system purveyors are required to adopt a water conservation plan (Plan) and update it every five years. The Plan was last updated in 2016. The Lyon County Utilities Department (LCUD) operates the community water system that serves approximately 7,100 customers in the Dayton and Mound House area. The State of Nevada's policy is to recognize the critical nature of the State's limited water resources and encourage efficient and non-wasteful use of these limited supplies. This Plan update incorporates recent changes to NRS 540 and has been approved by the Division of Water Resources.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to adopt the 2021 Water Conservation Plan update for the Dayton Valley Water System that serves the Dayton and Mound House area.

ATTACHMENTS
- 2021 Water Conservation Plan Update for the Dayton Valley Water System
Dayton Valley Water System
Permit # NV0000032

Water Conservation Plan Update
2021

Approved by Nevada Division of Water Resources:  June 29, 2021
Approved by Board of County Commissioners:  July 15, 2021

Prepared by:

Lyon County Utilities Department
34 Lakes Blvd., Ste. 103
Dayton, NV  89403
(775) 246-6220
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<td>1. A Plan of water conservation submitted to the Division of Water Resources for review must include provisions related to:</td>
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<td>1.a. Methods of public education to (1) Increase public awareness of the limited supply of water in this State and the need to conserve water, and (2) Encourage reduction in the size of lawns and the use of plants adapted to arid and semiarid climates.</td>
<td>3</td>
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<tr>
<td>1.b. Specific conservation measures that are required to meet the service area's needs, including, but not limited to, any conservation measures required by law.</td>
<td>3</td>
</tr>
<tr>
<td>1.c. The management of water to identify and reduce water loss in water supplies, inaccuracies in water meters and high pressure in water supplies, which must include, without limitation: (1) Goals for acceptable levels of water loss in water supplies; (2) A plan which analyzes how the supplier of water will progress towards the goals established for the acceptable levels of water loss.</td>
<td>4</td>
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<td>1.g. A plan for how the supplier of water will progress towards the installation of meters on all connections.</td>
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<td>1.j. Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.</td>
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<tr>
<td>1.j. Watering restrictions based on the time of day and the day of the week.</td>
<td>5</td>
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<tr>
<td>2. In addition to the requirements of subsection 1, a plan of water conservation submitted to the State for review by a supplier of water providing service for 500 or more connections must include provisions relating to:</td>
<td>5</td>
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<tr>
<td>2.a. Measures to evaluate the effectiveness of the Plan.</td>
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<tr>
<td>2.b. For each conservation measure specified in the Plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the Plan stated in terms of gallons of water saved annually.</td>
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<td>Appendix D. Water Loss Audit for Calendar Year 2020</td>
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Introduction

The Lyon County Utilities Department (LCUD) manages the Dayton Valley Water System that serves the residents of Dayton and Mound House and is required to maintain a water conservation plan (Plan) in accordance with the requirements of NRS 540.121 – 540.151 (Appendix A).

This Plan supersedes the 2016 Water Conservation Plan. The Plan elements include the new requirements that went into effect as of January 1, 2020. The Plan will be periodically reviewed and updated every five years.

Plan Elements

1. A Plan of water conservation submitted to the Division of Water Resources for review must include provisions related to:

   1.a. Methods of public education to (1) Increase public awareness of the limited supply of water in this State and the need to conserve water, and (2) Encourage reduction in the size of lawns and the use of plants adapted to arid and semiarid climates.

       • LCUD participates in public outreach such as Dayton Valley Days and educational programs at elementary schools.

       • Promotional material related to conservation is posted at the utility office and is available to walk-in customers.

   1.b. Specific conservation measures that are required to meet the service area's needs, including, but not limited to, any conservation measures required by law.

       • Lyon County adopted water-use regulations (Lyon County Code, 9.03.16) to promote water conservation during emergency and non-emergency situations. (Appendix B).

       • Lyon County adopted general use regulations (Lyon County Code, 9.03.07B) that identifies Water Waste:

           o It is unlawful for anyone connected to the public water system to waste water. For the purpose of this section, "waste" means any excessive usage which causes water to run into or along any street, alley, storm drainage system, or into or upon another's property; providing nothing in this section shall be construed as to apply to the accidental breaking of any hose, water pipe, or other irrigation. If such breaks are not repaired, or the water turned off within the specified time once notice is given, LCUD may discontinue water service, and it is unlawful for any person to again turn on such water until proper repairs have been made.
1.c. The management of water to identify and reduce water loss in water supplies, inaccuracies in water meters and high pressure in water supplies, which must include, without limitation: (1) Goals for acceptable levels of water loss in water supplies; (2) A plan which analyzes how the supplier of water will progress towards the goals established for the acceptable levels of water loss.

- LCUD analyzes water loss by comparing production vs. billing information monthly with a goal of less than 10% loss.
- To ensure continued compliance with the water loss goal, LCUD actively analyzes loss data and follows up on discrepancies.
- LCUD manages system pressures through the use of regulating valves, altitude valves, and pressure relief valves.
- LCUD is in year three (3) of a five (5) year program to replace existing water meters with new smart meters. Smart meters are installed on all new development.

1.d. The management of water to, where applicable, increase the reuse of effluent.

- Dayton Valley Golf Course uses effluent to supplement irrigation.

1.e. The contingency plan for drought conditions ensures a supply of potable water.

- Lyon County adopted water-use regulations (Lyon County Code, 9.03.16) to promote water conservation during emergency and non-emergency situations. (Appendix B).

1.f. A schedule for carrying out the Plan.

- A water loss audit using AWWA methodology and software was completed for the calendar year 2020 (Appendix D).

1.g. A plan for how the supplier of water will progress towards the installation of meters on all connections.

- All connections are metered.

1.h. Standards for water efficiency for new development.

- In 1991, Nevada enacted a law requiring the adoption of conservation plans by water suppliers. Minimum standards for plumbing fixtures were adopted in 1991 (Assembly Bill 359) by Nevada, and in 1992 minimum flow standards for plumbing fixtures were adopted by the federal government (National Energy and Policy Conservation Act).

1.j. Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.

- The Board of County Commissioners approved a tiered rate structure of County Commissioners on November 21, 2019 (Appendix C).
• LCUD does not anticipate any further water conservation savings due to a change in the rate structure.

1.j. Watering restrictions based on the time of day and the day of the week.
• Lyon County adopted water-use regulations (Lyon County Code, 9.03.16) to promote water conservation during emergency and non-emergency situations. (Appendix B).

2. In addition to the requirements of subsection 1, a plan of water conservation submitted to the State for review by a supplier of water providing service for 500 or more connections must include provisions relating to:

2.a. Measures to evaluate the effectiveness of the Plan.
• LCUD completed a water loss audit according to NRS 540.145(a) and used the software program's performance indicators to evaluate different aspects of the water system (Appendix D).

2.b. For each conservation measure specified in the Plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the Plan stated in terms of gallons of water saved annually.
• As defined in section 9.03.16 in the Lyon County Code, the three (3) levels of conservation are (1) Routine Conservation, (2) Moderate Conservation, and (3) Strict Conservation.
• LCUD estimates that the Routine Conservation level conserves about 10% of the annual production each year (100 million gallons saved annually).
• LCUD estimates that the Moderate Conservation level would conserve an additional 5% of the annual production.
• LCUD estimates that the Strict Conservation level would conserve an additional 5% of the annual production.

3. List of Appendicies

Appendix A. NRS Chapter 540 – Planning and Development of Water Resources
Appendix B. Lyon County Ordinance 9.03.16, Water Conservation Required
Appendix C. Approved Water and Sewer Rate Structure
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Appendix A

NRS Chapter 540 - Planning and Development of Water Resources
CHAPTER 540 - PLANNING AND DEVELOPMENT OF WATER RESOURCES

GENERAL PROVISIONS

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WATER PLANNING SECTION OF DIVISION OF WATER RESOURCES

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NRS 540.036 Composition; appointment and classification of Chief.
NRS 540.041 Chief: Qualifications; duties; employment of staff.
NRS 540.051 Duties.

REPORTING OF APPROVED PROJECTS

NRS 540.061 Statement of legislative intent relating to reporting of projects to Chief.
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NRS 540.091 Reports of approved projects: Contents; filing; deposit of fees.

WATER CONSERVATION

NRS 540.121 “Supplier of water” defined.
NRS 540.131 Plan of water conservation: Procedure for adoption and updating of plan; review of plan by Section; joint plans permitted by certain suppliers; duties of local governing body.
NRS 540.141 Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective through December 31, 2019.]
NRS 540.141 Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective January 1, 2020.]
NRS 540.145 Requirements for supplier of water to calculate water loss. [Effective January 1, 2020.]
NRS 540.151 Supplier of water required to adopt plan to provide certain incentives; procedure for adoption of plan; adoption of joint plans permitted.

GENERAL PROVISIONS

NRS 540.011 Legislative declaration.
1. The Legislature determines that it is the policy of the State of Nevada to continue to recognize the critical nature of the State’s limited water resources. It is acknowledged that many of the State’s surface water resources are committed to existing uses, under existing water rights, and that in many areas of the State the available groundwater supplies have been appropriated for current uses. It is the policy of the State of Nevada to recognize and provide for the protection of these existing water rights. It is the policy of the State to encourage efficient and nonwasteful use of these limited supplies. It is also the policy of the State to encourage suppliers of water to establish prices for the use of water that maximize water conservation with due consideration to the essential service needs of customers and the economic burdens on businesses, public services and low-income households.
2. The Legislature further recognizes the relationship between the critical nature of the State’s limited water resources and the increasing demands placed on these resources as the population of the State continues to grow.
3. The Legislature further recognizes the relationship between the quantity of water and the quality of water, and the necessity to consider both factors simultaneously when planning the uses of water.
4. The Legislature further recognizes the important role of water resource planning and that such planning must be based upon identifying current and future needs for water. The Legislature determines that the purpose of
the State’s water resource planning is to assist the State, its local governments and its citizens in developing effective plans for the use of water.


NRS 540.021 Definitions. As used in this chapter:
1. “Chief” means the Chief of the Section.
2. “Department” means the State Department of Conservation and Natural Resources.
3. “Division” means the Division of Water Resources of the Department.
4. “Section” means the Water Planning Section of the Division.

(Added to NRS by 1977, 1170; A 2005, 2566)

WATER PLANNING SECTION OF DIVISION OF WATER RESOURCES

NRS 540.031 Creation. The Water Planning Section of the Division is hereby created.

(Added to NRS by 1977, 1170; A 1989, 1238; 2005, 2566)

NRS 540.036 Composition; appointment and classification of Chief.
1. The Section consists of the Chief and any other necessary personnel.
2. The Chief is appointed by the State Engineer and is in the unclassified service of the State.

(Added to NRS by 2005, 2566)

NRS 540.041 Chief: Qualifications; duties; employment of staff.
1. The Chief:
   (a) Must be selected with special reference to his or her training, experience, capability and interest in the field of water resource planning.
   (b) Shall coordinate the activities of the Section.
   2. The Chief is responsible for the administration of all provisions of law relating to the functions of the Section.
3. The Chief, with the approval of the State Engineer, may employ, within the limits of legislative appropriations, such staff as is necessary to the performance of his or her duties.


NRS 540.051 Duties. The Section shall:
1. Include in its planning:
   (a) Recognition and protection of existing water rights consistent with chapters 533 and 534 of NRS; and
   (b) Consideration of the factors relating to the quality of water in this State and the importance of considering the issues of quality and quantity simultaneously, but the State Environmental Commission and Division of Environmental Protection of the Department retain full responsibility for the management of water quality.
2. Suggest to the Legislature changes in water policy which may be necessary to meet new requirements of law or of the people of the State.
3. Assist the State Engineer in dealings with the Federal Government and other states, but the State Engineer is solely responsible for the allocation of water resources and litigation.
4. Review local and federal documents regarding water planning that are relevant to the use of water in Nevada, including, without limitation, local water and resource plans. Reviews conducted pursuant to this subsection must consider, without limitation:
   (a) The accuracy of information relating to water use and water planning;
   (b) Compliance with the water law of this State; and
   (c) General advice relating to water planning.
5. Compile and update summarized data relating to hydrographic basins to support decisions that the State Engineer makes regarding such basins, and provide summarized information regarding such basins to the public. The Section shall cause to be generated and updated a summary for each hydrographic basin to show critical information regarding that basin, including, without limitation:
   (a) Whether the basin is designated;
   (b) All appurtenant or associated studies related to the availability of water;
   (c) Rulings and orders affecting new appropriations of water;
   (d) The availability of crop and pumpage inventories;
   (e) The availability of data regarding water levels; and
   (f) Current commitments of water from the basin that are attributable to existing water rights.
7. Promote water conservation by:
   (a) Consulting with suppliers of water concerning:
      (1) Community water conservation plans; and
      (2) The content and scope of water plans; and
(b) Reviewing plans for compliance with the applicable provisions of **NRS 540.121** to **540.151**, inclusive.
8. Assist federal, state and local governments and the general public in obtaining information regarding water planning, the availability of water and issues relating to water rights.
9. Support activities in response to drought as provided for under the drought plan established for the State.
10. Administer the statewide program established for the management of floodplains.
11. Upon request, provide updates to local governments on water issues relevant to this State, changes in policy and the availability of new information concerning water resources.

### REPORTING OF APPROVED PROJECTS

**NRS 540.061 Statement of legislative intent relating to reporting of projects to Chief.** It is the intent of the Legislature, in accordance with the state policy set forth in **NRS 540.011**, to provide for the reporting of all projects to the Chief to ensure effective coordination by the State in its effort to plan water use.
   (Added to NRS by 1989, 1236; A 2005, 2568)

**NRS 540.071 “Project” defined.** As used in **NRS 540.061** to **540.091**, inclusive, unless the context otherwise requires, “project” means any development, including new construction and expansion or modification of existing development, that requires the use of 5 acre-feet or more of water per year and requires the approval of an officer or agency of a local government.
   (Added to NRS by 1989, 1236)

**NRS 540.081 Applicability of NRS 540.061 to 540.091, inclusive.** **NRS 540.061** to **540.091**, inclusive, do not apply to:
1. A publicly owned project;
2. A subdivision as defined in **NRS 278.320**;
3. A parcel map subject to the provisions of **NRS 278.461** to **278.469**, inclusive;
4. A division of land pursuant to **NRS 278.471** to **278.4725**, inclusive; or
5. A planned unit development pursuant to **chapter 278A** of NRS.
   (Added to NRS by 1989, 1236; A 1993, 2585)

**NRS 540.091 Reports of approved projects: Contents; filing; deposit of fees.**
1. A local governmental officer or agency that is required to approve a project shall file a report of each project the officer or agency approves on a form provided by the Chief.
2. Each report of an approved project must include:
   (a) The name and mailing address of the owner or developer of the project;
   (b) A legal description of the location of the project;
   (c) A description of the project, including a summary of the amount of water required annually for the project;
   (d) A statement concerning how the water will be supplied; and
   (e) If the water is self-supplied, the source of the water and identification of the water rights.
3. A local governmental officer or agency may require the owner or developer of an approved project to fill out the report.
4. The local governmental officer or agency shall file all reports for projects approved during a quarter of a calendar year on or before 15 days after the last day of the quarter. The local governmental officer or agency shall submit a fee with each report in the amount of $75 plus 50 cents per acre-foot of water, or fraction thereof, required by the project. The local governmental officer or agency shall collect the fee from the owner or developer of the project, plus an additional administrative fee of $10 which may be retained by the local government.
5. The Chief shall deposit all fees received pursuant to this section with the State Treasurer for credit to the State General Fund.
   (Added to NRS by 1989, 1236; A 1989, 2094; 2005, 2568)

### WATER CONSERVATION

**NRS 540.121 “Supplier of water” defined.** As used in **NRS 540.121** to **540.151**, inclusive, “supplier of water” includes, but is not limited to:
1. Any county, city, town, local improvement district, general improvement district and water conservancy district;
2. Any water district, water system, water project or water planning and advisory board created by a special act of the Legislature; and
3. Any other public or private entity, that supplies water for municipal, industrial or domestic purposes. The term does not include a public utility required to adopt a plan of water conservation pursuant to **NRS 704.662**.
   (Added to NRS by 1991, 520; A 2019, 2098)
NRS 540.131 Plan of water conservation: Procedure for adoption and updating of plan; review of plan by Section; joint plans permitted by certain suppliers; duties of local governing body.

1. Except as otherwise provided in subsection 3, each supplier of water which supplies water for municipal, industrial or domestic purposes shall, on or before July 1, 1992, adopt a plan of water conservation based on the climate and the living conditions of its service area in accordance with the provisions of NRS 540.141, and shall update the plan pursuant to paragraph (c) of subsection 4. The provisions of the plan must apply only to the supplier’s property and its customers. The supplier of water shall submit the plan to the Section for review by the Section pursuant to subsection 3.

2. As part of the procedure of adopting a plan, the supplier of water shall provide an opportunity for any interested person, including, but not limited to, any private or public entity that supplies water for municipal, industrial or domestic purposes, to submit written views and recommendations on the plan.

3. The plan must be reviewed by the Section within 120 days after its submission and approved for compliance with this section and NRS 540.141 before it is adopted by the supplier of water.

4. The plan:
   (a) Must be available for inspection by members of the public during office hours at the offices of the supplier of water;
   (b) May be revised from time to time to reflect the changing needs and conditions of the service area. Each such revision must be made available for inspection by members of the public; and
   (c) Must be updated every 5 years and comply with the requirements of this section and NRS 540.141.

5. Suppliers of water:
   (a) Who are required to adopt a plan of water conservation pursuant to this section; and
   (b) Whose service areas are located in a common geographical area, may adopt joint plans of water conservation based on the climate and living conditions of that common geographical area. Such a plan must comply with the requirements of this section and NRS 540.141.

6. The board of county commissioners of a county, the governing body of a city and the town board or board of county commissioners having jurisdiction of the affairs of a town shall:
   (a) Adopt any ordinances necessary to carry out a plan of water conservation adopted pursuant to this section which applies to property within its jurisdiction;
   (b) Establish a schedule of fines for the violation of any ordinances adopted pursuant to this subsection; and
   (c) Hire such employees as it deems necessary to enforce the provisions of any ordinances it adopts pursuant to this subsection.

(Added to NRS by 1991, 520; A 2005, 2570; 2007, 1253; 2017, 3524)

NRS 540.141 Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective through December 31, 2019.]

1. A plan or joint plan of water conservation submitted to the Section for review must include provisions relating to:
   (a) Methods of public education to:
      (1) Increase public awareness of the limited supply of water in this State and the need to conserve water.
      (2) Encourage reduction in the size of lawns and encourage the use of plants that are adapted to arid and semiarid climates.
   (b) Specific conservation measures required to meet the needs of the service area, including, but not limited to, any conservation measures required by law.
   (c) The management of water to:
      (1) Identify and reduce leakage in water supplies, inaccuracies in water meters and high pressure in water supplies; and
      (2) Where applicable, increase the reuse of effluent.
   (d) A contingency plan for drought conditions that ensures a supply of potable water.
   (e) A schedule for carrying out the plan or joint plan.
   (f) A plan for how the supplier of water will progress towards the installation of meters on all connections.
   (g) Standards for water efficiency for new development.
   (h) Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.
   (i) Watering restrictions based on the time of day and the day of the week.

2. In addition to the requirements of subsection 1, a plan or joint plan of water conservation submitted to the Section for review by a supplier of water providing service for 500 or more connections must include provisions relating to:
   (a) Measures to evaluate the effectiveness of the plan or joint plan.
   (b) For each conservation measure specified in the plan or joint plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the plan or joint plan, stated in terms of gallons of water saved annually.

3. The Section shall review any plan or joint plan submitted to it within 120 days after its submission and approve the plan if it is based on the climate and living conditions of the service area and complies with the requirements of this section.

4. The Chief may exempt wholesale water purveyors from the provisions of this section which do not reasonably apply to wholesale supply.
5. To the extent practicable, the State Engineer shall provide on the Internet website of the State Engineer a link to the plans and joint plans that are submitted for review. In carrying out the provisions of this subsection, the State Engineer is not responsible for ensuring, and is not liable for failing to ensure, that the plans and joint plans which are provided on the Internet website are accurate and current.

(Added to NRS by 1991, 521; A 2005, 2571; 2007, 1254; 2017, 3524)

NRS 540.141 Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective January 1, 2020.]

1. A plan or joint plan of water conservation submitted to the Section for review must include provisions relating to:
   (a) Methods of public education to:
      (1) Increase public awareness of the limited supply of water in this State and the need to conserve water.
      (2) Encourage reduction in the size of lawns and encourage the use of plants that are adapted to arid and semiarid climates.
   (b) Specific conservation measures required to meet the needs of the service area, including, but not limited to, any conservation measures required by law.
   (c) The management of water to identify and reduce water loss in water supplies, inaccuracies in water meters and high pressure in water supplies, which must include, without limitation:
      (I) Goals for acceptable levels of water loss in water supplies. Such goals may use the following performance indicators and analyses, without limitation:
         (I) Infrastructure water loss index;
         (II) Water audit data validity score;
         (III) Operational basic apparent losses;
         (IV) Operational basic real losses; and
         (V) Economic level of water loss.
      (2) A plan which analyzes how the supplier of water will progress towards the goals established for the acceptable levels of water loss.
   (d) The management of water to, where applicable, increase the reuse of effluent.
   (e) A contingency plan for drought conditions that ensures a supply of potable water.
   (f) A schedule for carrying out the plan or joint plan.
   (g) A plan for how the supplier of water will progress towards the installation of meters on all connections.
   (h) Standards for water efficiency for new development.
   (i) Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.
   (j) Watering restrictions based on the time of day and the day of the week.

2. In addition to the requirements of subsection 1, a plan or joint plan of water conservation submitted to the Section for review by a supplier of water providing service for 500 or more connections must include provisions relating to:
   (a) Measures to evaluate the effectiveness of the plan or joint plan.
   (b) For each conservation measure specified in the plan or joint plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the plan or joint plan, stated in terms of gallons of water saved annually.

3. The Section shall review any plan or joint plan submitted to it within 120 days after its submission and approve the plan if it is based on the climate and living conditions of the service area and complies with the requirements of this section.

4. The Chief may exempt wholesale water purveyors from the provisions of this section which do not reasonably apply to wholesale supply.

5. To the extent practicable, the State Engineer shall provide on the Internet website of the State Engineer a link to the plans and joint plans that are submitted for review. In carrying out the provisions of this subsection, the State Engineer is not responsible for ensuring, and is not liable for failing to ensure, that the plans and joint plans which are provided on the Internet website are accurate and current.


NRS 540.145 Requirements for supplier of water to calculate water loss. [Effective January 1, 2020.]

1. Except as otherwise provided in subsection 4, each supplier of water that is required to adopt or update a plan of water conservation in accordance with the provisions of NRS 540.131 and:
   (a) Serves 3,300 persons or more must conduct a water loss audit in accordance with the methodology and software of the American Water Works Association for water loss auditing. The results of the water loss audit must be submitted by the supplier of water to the Section with the plan of water conservation or update to the plan of water conservation, as applicable.
   (b) Serves less than 3,300 persons must calculate the amount of water delivered by the supplier of water and the amount of water that was billed to customers of the supplier of water for each year. The calculations must be submitted by the supplier of water to the Section with the plan for water conservation or update to the plan of water conservation, as applicable.

2. If the supplier of water has previously submitted the results of a water loss audit to the Section pursuant to paragraph (a) of subsection 1, and is submitting an update to the plan of water conservation, the supplier must
also submit to the Section:

   (a) A comparison between the results of the new water loss audit and the previous water loss audit; and
   (b) An analysis of any progress made by the supplier towards the goals for acceptable water loss established in the plan for water conservation pursuant to paragraph (c) of subsection 1 of NRS 540.141.

3. If the supplier of water has previously submitted the results of the calculations conducted pursuant to paragraph (b) of subsection 1 to the Section, and is submitting an update to the plan of water conservation, the supplier must also submit to the Section:
   (a) A comparison between the results of the new calculations and the previous calculations; and
   (b) An analysis of any progress made by the supplier towards the goals for acceptable water loss established in the plan for water conservation pursuant to paragraph (c) of subsection 1 of NRS 540.141.

4. The provisions of this section do not apply to a transient water system as defined in NRS 445A.848.

(Added to NRS by 2019, 2098, effective January 1, 2020)

NRS 540.151 Supplier of water required to adopt plan to provide certain incentives; procedure for adoption of plan; adoption of joint plans permitted.

1. Except as otherwise provided in subsection 5, each supplier of water which supplies water for municipal, industrial or domestic purposes shall adopt a plan to provide incentives:
   (a) To encourage water conservation in its service area;
   (b) To retrofit existing structures with plumbing fixtures designed to conserve the use of water; and
   (c) For the installation of landscaping that uses a minimal amount of water.

2. The supplier of water may request assistance from the Section to develop its plan.

3. As part of the procedure of adopting a plan, the supplier of water shall provide an opportunity for any interested person to submit written views and recommendations on the plan.

4. The supplier of water shall file a copy of the plan with the Section for informational purposes.

5. The plan:
   (a) Must be available for inspection by members of the public during office hours at the offices of the supplier of water; and
   (b) May be revised from time to time to reflect the changing needs and conditions of the service area. Each such revision must be made available for inspection by members of the public.

6. Suppliers of water:
   (a) Who are required to adopt a plan for incentives pursuant to this section; and
   (b) Whose service areas are located in a common geographical area,

7. may adopt joint plans.

(Added to NRS by 1991, 522; A 2005, 2571)
Appendix B

Lyon County Ordinance 9.03.16
Water Conservation Required
9.03.16: WATER CONSERVATION REQUIRED:

When in the opinion of the board of commissioners circumstances require water conservation by LCUD customers, the board of commissioners may impose one or more of the following conditions after consideration of those circumstances at a regular public hearing after notice to the customers as provided for in Nevada law or at an emergency meeting conducted by the board.

Routine conservation does not require special board action and is observed annually from June 1 through October 1 of each year.

A. Routine Conservation:

1. Restrict watering to odd and even days depending on service address. There is no restriction to hand watering or washing cars using hoses with self-closing nozzles.
   
   a. Watering is not allowed between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M.
   b. No outside watering on the thirty first day of a month.
   c. No outside watering when it is windy.

2. Exempted from this section are the following:
   
   a. Nevada licensed commercial gardeners or caretakers who are on the premises at the time watering is taking place;
   b. Vegetable gardens, flowerbeds, trees within two (2) months of planting;
   c. New lawns including sod, for twenty one (21) days from planting or installation date, that have been planted prior to June 15 or after August 15;
   d. Complexes that file for and receive approval of an irrigation plan.
   e. Residential customers adjusting and repairing their irrigation system during the nonwatering times for a not to exceed time frame of one hour.
   f. Special exemptions from this section may be granted by the utilities director or his/her designee on a case by case basis based on a determination that the special request shall not be detrimental to the public water system or supply. A customer requesting an exemption must submit a written request to LCUD.

3. No excess water running down impervious surfaces or on to other property that may cause damage or as described in subsection 9.03.07B of this chapter.

B. Moderate Conservation:

1. All items under subsection A, "Routine Conservation", of this section.

2. Restrict landscape irrigation to more restrictive schedule such as no watering on Mondays or watering only twice a week.

3. Limit use of water from fire hydrants to actual firefighting use.

4. Prohibit wash down of driveways, sidewalks, parking lots and other impervious surfaces.

C. Strict Conservation:

1. All items under subsection B, "Moderate Conservation", of this section.

2. No landscape or lawn irrigation under any circumstances.

3. No new lawn or landscape installation.

4. No wash down of automobiles, trucks, vans or other motorized equipment except at commercial washing facilities that recycle wash water.

5. Impose an excess consumption charge of three hundred percent (300%) of the existing rate per one thousand (1,000) gallons for water use in excess of one hundred fifty percent (150%) of the base amount. The director may make arrangements on a case by case basis but must report the arrangements to the board through the county manager.

D. Circumstances Under Which Moderate Or Strict Conservation May Be Required: The board of commissioners, upon its findings that one or more of the following emergency conditions are present, may impose moderate or strict conservation measures:

1. Water scarcity condition exists or is likely to exist.
2. Failure of water production, storage or distribution system(s).
3. Demand for service in excess of LCUD's authorized water rights.
4. Order of any agency of the federal, state or local government having jurisdiction in such matters.
5. Any other condition that may require such action.
E. Penalties: As a condition of service, any person who violates any of the provisions of subsection 9.03.07B of this chapter, subsections A, B and C of this section, will be assessed as follows:

1. For the first offense, issuance of a verbal warning;
2. For the second offense, issuance of a written warning both posted and mailed;
3. For the third through seventh offense, a fee assessment established by the board;
4. For the eighth offense and subsequent offenses, the installation of a flow restriction device and a service fee on a time and materials basis to cover the installation cost.

Fee assessments shall be added to the owner's or agent's monthly utility bill. Owners or agents shall be notified of the fee assessment through certified mail within seven (7) days of the observed violation. Protests shall be handled as provided for in subsections 9.03.01K through M and 9.03.09G of this chapter. (Ord. 504, 1-18-2007)
Appendix C

Approved Water and Sewer Rate Structure
RESOLUTION NO. 19-22

A RESOLUTION ADOPTING WATER AND SEWER RATES
FOR THE DAYTON WATER FUND AND DAYTON SEWER FUND FOR ALL
CUSTOMERS WITHIN THE DAYTON SERVICE AREA

WHEREAS, Lyon County has the authority to own, operate and maintain water and
sewer system improvements pursuant to Nevada Revised Statutes (NRS) 244.157 and 318.144; and

WHEREAS, the Dayton Water Fund and Dayton Sewer Fund are operated as
independent enterprise funds as defined in NRS 354.517; and

WHEREAS, in accordance with the Lyon County Code, Sections 9.03.09.Q and
9.05.13.I and 9.05.13.K, the Board of County Commissioners (Board) establishes the water and
sewer rates that apply to all customers; and

WHEREAS, Lyon County hired Farr West Engineering to conduct a water and sewer
rate study, and Farr West considered the necessary maintenance and improvements needed to
operate the system without requiring the existing customers to pay the costs for expansion of the
facilities to serve new development; and, Farr West determined the rates necessary to maintain
and operate the system and further determined that the existing rate structure does not support
those expenses; and

WHEREAS, the Board has determined that it would be beneficial to modify the monthly
water and sewer user rates to ensure that Lyon County Utilities has sufficient resources to
maintain and operate the water and sewer utilities in Dayton so that the customers can receive
adequate service in the future; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Lyon County
Commissioners:

1. Effective January 1, 2020, the following user water and sewer rate schedules for the
Dayton Water Fund and Dayton Sewer Fund shall apply:

Dayton Water Fund:
| Customer Class and Meter Size | Current Monthly Rate: | | | | | | Monthly Rates: | | | | | | | | 3/4" | | | | | | Residential Customers (First 5,000 Gallons) | | | | | | 3/4" Meter | $26.02 | $26.67 | $27.34 | $28.02 | $28.72 | $29.44 | $30.18 | | | | | | 1" Meter | $35.27 | $36.15 | $37.05 | $37.98 | $38.93 | $39.90 | $40.90 | | | | | | 1-1/2" Meter | $50.61 | $51.88 | $53.18 | $54.51 | $55.87 | $57.27 | $58.70 | | | | | | 2" Meter | $69.03 | $70.76 | $72.53 | $74.34 | $76.20 | $78.11 | $80.06 | | | | | | 3" Meter | $118.14 | $121.09 | $124.12 | $127.22 | $130.40 | $133.66 | $137.00 | | | | | | 4" Meter | $173.39 | $177.72 | $182.16 | $186.71 | $191.38 | $196.16 | $201.06 | | | | | | 6" Meter | $197.88 | $202.83 | $207.90 | $213.10 | $218.43 | $223.89 | $229.49 | | | | | | 8" Meter | $249.95 | $256.20 | $262.61 | $269.18 | $275.91 | $282.81 | $289.88 | | | | | | 3/4" | | | | | | Commercial and Industrial Customers (First 5,000 Gallons) | | | | | | 3/4" Meter | $26.02 | $26.67 | $27.34 | $28.02 | $28.72 | $29.44 | $30.18 | | | | | | 1" Meter | $35.27 | $36.15 | $37.05 | $37.98 | $38.93 | $39.90 | $40.90 | | | | | | 1-1/2" Meter | $50.61 | $51.88 | $53.18 | $54.51 | $55.87 | $57.27 | $58.70 | | | | | | 2" Meter | $69.03 | $70.76 | $72.53 | $74.34 | $76.20 | $78.11 | $80.06 | | | | | | 3" Meter | $118.14 | $121.09 | $124.12 | $127.22 | $130.40 | $133.66 | $137.00 | | | | | | 4" Meter | $173.39 | $177.72 | $182.16 | $186.71 | $191.38 | $196.16 | $201.06 | | | | | | 6" Meter | $197.88 | $202.83 | $207.90 | $213.10 | $218.43 | $223.89 | $229.49 | | | | | | 8" Meter | $249.95 | $256.20 | $262.61 | $269.18 | $275.91 | $282.81 | $289.88 | | | | | | 3/4" | | | | | | Each Additional 1,000 Gallons for All Customers | $3.20 | $3.28 | $3.36 | $3.44 | $3.53 | $3.62 | $3.71 | | | | | | Source Water Fee | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | | | | | | Note:  
(1) Mid-year increase to be implemented January 1, 2020  
(2) Includes irrigation customers

---

Dayton Sewer Fund:

| Customer Class and Meter Size | Current Monthly Rate: | | | | | | Monthly Rates: | | | | | | | | 3/4" | | | | | | Residential Customers | | | | | | Single Family Residential | $58.94 | $63.39 | $68.18 | $73.33 | $78.87 | $84.82 | $91.22 | | | | | | Multi-Family Residential | $53.70 | $57.75 | $62.11 | $66.80 | $71.84 | $77.26 | $83.09 | | | | | | Low Income Single Family | $39.81 | $42.82 | $46.05 | $49.53 | $53.27 | $57.29 | $61.62 | | | | | | 3/4" | | | | | | Commercial and Industrial Customers | | | | | | Base Rate | $24.18 | $26.01 | $27.97 | $30.08 | $32.35 | $34.79 | $37.42 | | | | | | Commodity Rate | $4.33 | $4.66 | $5.01 | $5.39 | $5.80 | $6.24 | $6.71 | | | | | | Note:  
(1) Mid-year increase to be implemented January 1, 2020  
(2) Multiplied by the number of living units  
(3) Rate for each 1,000 gallons of water used

---

PASSED, APPROVED AND ADOPTED this 21st day of November, 2019 by the following vote of the Lyon County Board of Commissioners:

AYES:  Dini, Keller, Mortensen

NAYES:  Gray, Hastings

ABSENT:  

---

2
ABSTENTIONS:

LYON COUNTY
BOARD OF COMMISSIONERS

Attest:  

County Clerk

By: Chairman
Appendix D

Water Loss Audit for Calendar Year 2020
# AWWA Free Water Audit Software v6.0

This spreadsheet-based water audit tool is designed to help quantify and track water losses associated with water distribution systems and identify areas for improved efficiency and cost recovery. It provides a "top-down" summary water audit format and is not meant to take the place of a full-scale, comprehensive water audit format. Auditors are strongly encouraged to refer to the most current edition of AWWA M36 Manual for Water Audits for detailed guidance on the water auditing process and targeting loss reduction levels. This tool contains several separate worksheets. Sheets can be accessed using the tabs at the bottom of the screen, or by clicking the TOC links below.

## Table of Contents (TOC)

### Start Page
- The current sheet. Enter contact information and basic audit details.

### Worksheet
- Enter the required data on this worksheet to calculate the water balance and data grading.

### Interactive Data Grading
- Answer questions about operational practices for each audit input, and the data validity grades will automatically populate.
- Review NRW components, performance indicators and graphical outputs to evaluate the results of the audit.
- Enter notes to explain how values were calculated, document data sources, and related information about data management practices.

### Blank Sheet
- By popular demand! A blank sheet.
- The world is your canvas.

### Water Balance
- The values entered in the Worksheet automatically populate the Water Balance.

### Loss Control Planning
- Use this sheet to interpret the results of the audit validity score and performance indicators.

### Definitions
- Use this sheet to understand the terms used in the audit process.

### Service Connection Diagram
- Diagrams depicting possible customer service connection line configurations.

### Acknowledgements
- Acknowledgements for development of the AWWA Free Water Audit Software v6.0.

## Enter Basic Information

<table>
<thead>
<tr>
<th>Name of Utility:</th>
<th>Lyon Co Utilities - Dayton Valley Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contact Person:</td>
<td>Scott Fleckenstein</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sfleckenstein@lyon-county.org">sfleckenstein@lyon-county.org</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>(770)246-8220 ext. 8</td>
</tr>
<tr>
<td>City/Town/Municipality:</td>
<td>Dayton</td>
</tr>
<tr>
<td>State / Province:</td>
<td>Nevada (NV)</td>
</tr>
<tr>
<td>Country:</td>
<td>US</td>
</tr>
<tr>
<td>Audit Preparation Date:</td>
<td>Jan 20 2021</td>
</tr>
<tr>
<td>Audit Year:</td>
<td>2020</td>
</tr>
<tr>
<td>Audit Year Label:</td>
<td>Calendar (Fiscal, Calendar, etc)</td>
</tr>
<tr>
<td>Audit Period Start Date:</td>
<td>Jan 01 2020</td>
</tr>
<tr>
<td>Audit Period End Date:</td>
<td>Dec 31 2020</td>
</tr>
<tr>
<td>Volume Reporting Units:</td>
<td>Million gallons (US)</td>
</tr>
<tr>
<td>Water System Structure:</td>
<td>Retail</td>
</tr>
<tr>
<td>Water Type:</td>
<td>Potable Water</td>
</tr>
<tr>
<td>System ID Number:</td>
<td>NV0000032</td>
</tr>
<tr>
<td>Validator Name/ID:</td>
<td>n/a</td>
</tr>
<tr>
<td>Validator Email:</td>
<td>n/a</td>
</tr>
<tr>
<td>Estimated Total Population Served by Water Utility:</td>
<td>16,000</td>
</tr>
</tbody>
</table>

## Key of Input Acronyms

**In order of appearance in the Worksheet**

- **VOS**: Volume from Own Sources
- **VOSEA**: VOS Error Adjustment
- **WI**: Water Imported
- **WIEA**: WI Error Adjustment
- **WE**: Water Exported
- **WEEA**: WE Error Adjustment
- **BMAC**: Billed Metered Authorized Consumption
- **BUAC**: Billed Unmetered Authorized Consumption
- **UMAC**: Unbilled Metered Authorized Consumption
- **UUAC**: Unbilled Unmetered Authorized Consumption
- **SDHE**: Systematic Data Handling Errors
- **CMI**: Customer Metering Inaccuracies
- **UC**: Unauthorized Consumption
- **Lm**: Length of mains
- **Nc**: Number of service connections
- **Lp**: Average length of (private) customer service line
- **AOP**: Average Operating Pressure
- **CRUC**: Customer Retail Unit Charge
- **VPC**: Variable Production Cost

## Color Key

- **User input**
- **Calculated**
- **Optional default**

## Guidance for the Worksheet

Choosing to enter unit of percent or volume (applies to VOSEA, WIEA, WEEA, CMI)

- **choose option**: 1.00% percent or volume 25,000

Choosing to enter default or custom input (applies to UUAC, SDHE, UC)

- **choose option**: 0.25% default or custom 75,000

Use acronym buttons in IDG header to navigate among inputs. Acronym Key above. White = needs answers, orange = complete, clear = not required. Example below.

![Acronym Buttons](image-url)

After clicking an acronym button, answer all visible questions in the order they're presented, choosing best-fit answer.

**Grade will populate when all visible questions are complete for an input**

The limiting criteria will be labeled along the right. If only 1 limiting criterion is shown, improving on that criterion will achieve a higher data grade. If multiple limiting criteria are shown, improving on each limiting criterion is necessary to achieve a higher data grade. A complete inventory of data grading criteria is available in the Data Grading Matrix v6.0 (see web resources).

## Guidance for the Interactive Data Grading

AWWA Web Resources for Water Loss Control


Items referenced in the Free Water Audit Software v6.0 on the web:

- Data Grading Matrix v6.0
- Example Water Audit v6.0
- Water Audit Compiler v6.0
- AWWA Reports on Performance Indicators
- M36 Manual

If you have questions or comments regarding this software, please contact us at: wic@awwa.org

AWWA Free Water Audit Software v6.0
<table>
<thead>
<tr>
<th>Type</th>
<th>Indicator</th>
<th>Description</th>
<th>Suitable Purposes</th>
<th>Uses and Limitations</th>
<th>Principal Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attribute</td>
<td>Apparent Loss Volume</td>
<td>Calculated by Free Water Audit Software</td>
<td>✓</td>
<td>Assess loss level</td>
<td>Utility, Regulators</td>
</tr>
<tr>
<td></td>
<td>Apparent Loss Cost</td>
<td>Calculated by Free Water Audit Software</td>
<td>✓</td>
<td>Assess cost loss level</td>
<td>Utility, Regulators</td>
</tr>
<tr>
<td></td>
<td>Real Loss Volume</td>
<td>Calculated by Free Water Audit Software</td>
<td>✓</td>
<td>Assess loss level</td>
<td>Utility, Regulators</td>
</tr>
<tr>
<td></td>
<td>Real Loss Cost</td>
<td>Calculated by Free Water Audit Software</td>
<td>✓</td>
<td>Assess loss level</td>
<td>Utility, Regulators</td>
</tr>
<tr>
<td></td>
<td>Unavoidable Annual Real Loss (UAARL)</td>
<td>Calculated by Free Water Audit Software</td>
<td>✓</td>
<td>Reveal theoretical technical level of leakage</td>
<td>Utility, Regulators</td>
</tr>
<tr>
<td>Volume</td>
<td>Unit Apparent Losses (vol/conn/day)</td>
<td>Strong and understandable indicator for multiple users.</td>
<td>✓</td>
<td>Used for performance tracking and target-setting</td>
<td>Utility, Regulators</td>
</tr>
<tr>
<td></td>
<td>Unit Real Losses^4 (vol/conn/day)</td>
<td>Strong and understandable indicator for multiple users.</td>
<td>✓</td>
<td>Used for performance tracking and target-setting</td>
<td>Utility, Regulators, Policy Makers</td>
</tr>
<tr>
<td></td>
<td>Unit Real Losses (vol/pipeline length/day)</td>
<td>Strong and understandable indicator for use by utilities with low connection density.</td>
<td>✓</td>
<td>Data collection and assessment of systems with “low” connection density</td>
<td>Utility, Regulators, Policy Makers</td>
</tr>
<tr>
<td></td>
<td>Unit Total Losses (vol/conn/day) New KPI</td>
<td>Strong and understandable indicator, suitable for high-level performance measurement.</td>
<td>✓</td>
<td>High level indicator for trending analysis. Not appropriate for target-setting or benchmarking</td>
<td>Utilities, Customers</td>
</tr>
<tr>
<td></td>
<td>Infrastructure Leakage Index (ILI)</td>
<td>Robust, specialized ratio KPI; can be influenced by pressure and connection density.</td>
<td>✓</td>
<td>Benchmarking after pressure management is implemented</td>
<td>Utilities</td>
</tr>
<tr>
<td>Value</td>
<td>Apparent Loss Cost Rate (value/conn/year) New KPI</td>
<td>Indicators with sufficient technical rigor. Provide the unit financial value of each type of loss, which is useful for planning and assessment of cost efficiency of water loss reduction and control interventions and programs.</td>
<td>✓</td>
<td>Data collection and assessment on AWWA indicators or contextual parameters to use in conjunction with Loss Cost Rates</td>
<td>Utilities, Regulators, Customers</td>
</tr>
<tr>
<td></td>
<td>Real Loss Cost Rate (value/conn/year) New KPI</td>
<td>Indicators with sufficient technical rigor. Provide the unit financial value of each type of loss, which is useful for planning and assessment of cost efficiency of water loss reduction and control interventions and programs.</td>
<td>✓</td>
<td>Data collection and assessment on AWWA indicators or contextual parameters to use in conjunction with Loss Cost Rates</td>
<td>Utilities, Regulators, Customers</td>
</tr>
<tr>
<td>Validity</td>
<td>Data Validity Tier (DVT)</td>
<td>Strong indicator of water loss audit data quality, if data has been validated. Tier provides guidance on priority areas of activity.</td>
<td>✓</td>
<td>Assess caliber of data inputs of the water audit</td>
<td>Regulators, Utilities</td>
</tr>
</tbody>
</table>
## AWWA Free Water Audit Software: Worksheet

**Water Audit Report for:** Lyon Co Utilities - Dayton Valley Water  
**Audit Year:** 2020 - Jan 01 2020 - Dec 31 2020  
**Calendar**

To access definitions, click the input name  
Click 'Y' to determine data validity grade  
All volumes to be entered as: MILLION GALLONS (US) PER YEAR

### WATER SUPPLIED

<table>
<thead>
<tr>
<th>Source</th>
<th>Volume from Own Sources</th>
<th>Water Imported</th>
<th>Water Exported</th>
<th>WATER SUPPLIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOS</td>
<td>n g 7 937.000 MGYr</td>
<td>n g</td>
<td>n g</td>
<td>937.000 MGYr</td>
</tr>
<tr>
<td>WI</td>
<td>n g nW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WE</td>
<td>n g nW</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### AUTHORIZED CONSUMPTION

<table>
<thead>
<tr>
<th>Source</th>
<th>Billed Metered</th>
<th>Unbilled Metered</th>
<th>AUTHORIZED CONSUMPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMAC</td>
<td>n g 9 934.000 MGYr</td>
<td>n g 0.251</td>
<td>934.251 MGYr</td>
</tr>
<tr>
<td>BJAC</td>
<td>n g nW</td>
<td>n g</td>
<td></td>
</tr>
<tr>
<td>UMAC</td>
<td>n g nW</td>
<td>n g</td>
<td></td>
</tr>
<tr>
<td>UUAC</td>
<td>n g 5</td>
<td>n g</td>
<td></td>
</tr>
</tbody>
</table>

### WATER LOSSES

<table>
<thead>
<tr>
<th>Apparent Losses</th>
<th>2.745 MGYr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systematic Data Handling Errors</td>
<td>n g 6 1.000 MGYr</td>
</tr>
<tr>
<td>Customer Metering Inaccuracies</td>
<td>n g 3 0.066 MGYr</td>
</tr>
<tr>
<td>Unauthorized Consumption</td>
<td>n g 6 0.500 MGYr</td>
</tr>
</tbody>
</table>

### Real Losses

| Real Losses | 1.161 MGYr |

### NON-REVENUE WATER

| NON-REVENUE WATER | 3.000 MGYr |

### SYSTEM DATA

<table>
<thead>
<tr>
<th>Lm</th>
<th>Number of service connections</th>
<th>Service connection density</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nc</td>
<td>n g 10</td>
<td>6.618</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lp</th>
<th>Average length of customer service line has been set to zero and a data grading of 10 has been applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOP</td>
<td>Average Operating Pressure: 30.0 psi</td>
</tr>
</tbody>
</table>

### COST DATA

<table>
<thead>
<tr>
<th>CRUC</th>
<th>Customer Retail Unit Charge</th>
<th>Variable Production Cost</th>
<th>Total Annual Operating Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>VPC</td>
<td>$3.30</td>
<td>$900.00</td>
<td>$1000 gallons (US)</td>
</tr>
</tbody>
</table>

### WATER AUDIT DATA VALIDITY TIER:

*** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. ***

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

**PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:**  
Based on the information provided, audit reliability can be most improved by addressing the following components:

1. Volume from Own Sources (VOS)  
2. Customer Metering Inaccuracies (CMI)  
3. Variable Production Cost (VPC)

**KEY PERFORMANCE INDICATOR TARGETS:**  
**OPTIONAL:** If targets exist for the operational performance indicators, they can be input below:

- Unit Total Losses: gal/conn/day  
- Unit Apparent Losses: gal/conn/day  
- Unit Real Losses*: gal/conn/day  
- Unit Real Losses*: gal/mile/day  

If entered above by user, targets will display on KPI gauges (see Dashboard)
<table>
<thead>
<tr>
<th>Audit Item</th>
<th>Notes on Input Derivation</th>
<th>Notes on Data Validity Grading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume from Own Sources (VOS)</td>
<td>LCUD is currently in the process of replacing well meters that do not currently have the capability of reporting directly to SCADA. We hope to replace 5 of the well meters by the end of calendar year 2021. These meters will then be able to report directly to the SCADA system.</td>
<td></td>
</tr>
<tr>
<td>Volume from Own Sources Error Adjustment (VOSEA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Imported (WI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Imported Error Adjustment (WIEA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Exported (WE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit Item</td>
<td>Notes on Input Derivation</td>
<td>Notes on Data Validity Grading</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>---------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Water Exported Error Adjustment (WEIA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billed Metered Authorized Consumption (BMAC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billed Unmetered Authorized Consumption (BUAC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unbilled Metered Authorized Consumption (UMAC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unbilled Unmetered Authorized Consumption (UUAC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systematic Data Handling Errors (SDHE)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Customer Metering Inaccuracies (CMI)               |                           | LCUD is currently in the process of replacing all residential and commercial meters. It is anticipated to be completed by FYE 2023.
## AWWA Free Water Audit Software

### Water Balance

**Water Audit Report for:** Lyon Co Utilities - Dayton Valley Water  
**Audit Year:** 2020  
**Data Validity Tier:** Tier IV (71-90)

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Water (Exported)</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>Water Exported (WE) (corrected for known errors)</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>Volume from Own Sources (VOS)</td>
<td>937.000</td>
<td></td>
</tr>
<tr>
<td>(corrected for known errors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Input Volume</td>
<td>937.000</td>
<td></td>
</tr>
<tr>
<td>Water Supplied</td>
<td>937.000</td>
<td></td>
</tr>
<tr>
<td>Water Exported</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>Authorized Consumption</td>
<td>934.251</td>
<td></td>
</tr>
<tr>
<td>Billed Water Exported</td>
<td>934.000</td>
<td>Billed Metered Consumption (BMAC) (water exported is removed) 934.000</td>
</tr>
<tr>
<td>Unbilled Authorized Consumption</td>
<td>0.251</td>
<td>Unbilled Metered Consumption (UMAC) 0.000</td>
</tr>
<tr>
<td>Unbilled Consumption</td>
<td>0.251</td>
<td>Unbilled Unmetered Consumption (UAC) 0.251</td>
</tr>
<tr>
<td>Apparent Losses</td>
<td>1.588</td>
<td>Systematic Data Handling Errors (SDHE) 1.000</td>
</tr>
<tr>
<td>Water Losses</td>
<td>2.749</td>
<td>Customer Metering Inaccuracies (CMI) 0.088</td>
</tr>
<tr>
<td>Real Losses</td>
<td>1.161</td>
<td>Unauthorized Consumption (UC) 0.500</td>
</tr>
</tbody>
</table>
| Non-Revenue Water (NRW)         | 3.000  | Leakage on Transmission and/or Distribution Mains  
|                                  |       | Leakage and Overflows at Utility's Storage Tanks  
|                                  |       | Leakage on Service Connections  
|                                  |       | Not broken down                           
|                                  |       | Not broken down                            
|                                  |       | Not broken down                            

*AWWA Free Water Audit Software v6.0*