



BOARD OF COUNTY COMMISSIONERS LYON COUNTY, NEVADA

27 SOUTH MAIN STREET, YERINGTON, NEVADA 89447
(775) 463-6531
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(775) 577-5037
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PLEASE POST

*****COMMISSIONERS' MEETING ROOM*****
*****LYON COUNTY ADMINISTRATIVE COMPLEX*****
*****27 S. MAIN STREET*****
*****YERINGTON, NEVADA*****

THURSDAY, March 16, 2017
A G E N D A

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

TO AVOID MEETING DISRUPTIONS, PLEASE PLACE CELL PHONES AND BEEPERS IN THE SILENT MODE OR TURN THEM OFF DURING THE MEETING.

NOTE: This is a tentative schedule for the meeting. The Board of Commissioners reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration by the Board of Commissioners and items may be pulled or removed from the agenda at anytime.

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

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

9:00 A.M. -- OPEN MEETING -- PLEDGE OF ALLEGIANCE

9:15 A.M. – Time Certain: For possible action. Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact Lyon County as may be deemed appropriate by the Board of County Commissioners (requested by County Manager)

9:30 A.M. – Time Certain: County Manager report on the status of the FEMA declaration (January Flood Event) and strategy to reduce the effects of flooding in Central Lyon County in the future. (No action will be taken)

1. Public participation: It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. **Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board of Commissioners will conduct public comment after discussion of each agenda action item, but before the Board of Commissioners takes any action.**
2. For Possible Action: Review and adoption of agenda
3. Presentation of awards and/or recognition of accomplishments
4. Commissioners/County Manager comments
5. Elected Official's report
6. Appointed Officials comments
7. Advisory Board reports

****CONSENT AGENDA****
(Action will be taken on all items)

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

8. For Possible Action: Approval of changes on Assessor's tax roll due to corrections in assessments and review of tax roll changes
9. For Possible Action: Review and possible approval of business license applications:
 - a. Helm, Daniel B.; **Dan Helm Service/D.B.H. Service**; 200 Artist View, Wellington, NV; Handyman Services
 - b. Meisner, Robert; **Durabuilt Storage Barns, LLC**; 1770 Walnut Dr., Fernley, NV; Residential and Small Commercial Contractor Building Storage Sheds
 - c. Lopez, Hector; **HL Maintenance and Amsoil**; 6 Palomino Dr., Yerington, NV; Handyman Services and Amsoil Sales
 - d. Hyatt, Rock A.; Hyatt, Stella R.; **High Desert Carpet Cleaning and Home Services**; 6040 Shetland St., Stagecoach, NV; Carpet and Floor Cleaning. Handyman Services
 - e. Estrada, Jerry L.; **Jolt Electric LLC**; 152 Pebble Dr., Dayton, NV; Electrical Contractor
 - f. Keller, James S.; Keller, Vida D.; Keller Construction & Development; **Keller Development**; 1080 Hwy 95A, Suite C, Silver Springs, NV; Change Location
 - g. Swanson, Kenneth O.; **Ken Swanson Construction**; 1637 Heron Cove Ct., Gardnerville, NV; General Contractor

- h. Keller, James S.; Keller, Vida D.; **Priceless Realty Inc.**; 1080 Hwy 95A, Suite C, Silver Springs, NV; Change Location
 - i. Keller, Carl R.; TLC Integration, LLC; **TLC Integration Systems**; 180 Heidi Cir., Carson City, NV; Electrical Contractor
 - j. Urton, Duston A.; **Urton LTD.**; 1512 Hwy 395 N. 7G, Gardnerville, NV; Real Estate Investing
10. For Possible Action: Approve contract for entertainment services at the Lyon County Fair & Rodeo with Jennifer's All Creatures Barnyard Racers for \$3,800 (requested by Comptroller)
11. For Possible Action: Approve one year renewal contract agreement with Justice Benefits, Incorporated (JBI) (requested by Sheriff)
12. For Possible Action: Accept grant funding from Healthy Community Coalition, in the amount of \$2000, for one deputy to attend School Resource Officer Training (requested by Sheriff)
13. For Possible Action: Review and accept travel claims
14. For Possible Action: Review and accept County claims and financial report

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

RECESS TO CONVENE AS THE LIQUOR BOARD FOR LYON COUNTY

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

15. Public participation (no action will be taken on any item until it is properly agendized)
16. For Possible Action: Review and possible approval of liquor license application:
 - a. Visaya, Richard ; **Dollar General #14469**; 101 Ambrose Ln., Dayton, NV; Liquor Manager, Retail Packaged Goods
17. Public participation (no action will be taken on any item until it is properly agendized)

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

REGULAR AGENDA

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

18. For Possible Action: Approve a resolution to declare a state of emergency due to the potential flooding impacts from Spring and Summer snow melt. (requested by the County Manager)

RECESS TO CONVENE AS CENTRAL LYON COUNTY VECTOR CONTROL DISTRICT BOARD

- 19. Public Participation (no action will be taken on any item until it is properly agendized)
- 20. For Possible Action: Review and accept claims and financial report
- 21. Public Participation (no action will be taken on any item until it is properly agendized)

ADJOURN TO CONVENE AS MASON VALLEY MOSQUITO ABATEMENT DISTRICT BOARD

- 22. Public Participation (no action will be taken on any item until it is properly agendized)
- 23. For Possible Action: Review and accept claims and financial report
- 24. Public Participation (no action will be taken on any item until it is properly agendized)

ADJOURN TO CONVENE AS WALKER RIVER WEED CONTROL DISTRICT BOARD

- 25. Public Participation (no action will be taken on any item until it is properly agendized)
- 26. For Possible Action: Review and accept claims and financial report
- 27. Public Participation (no action will be taken on any item until it is properly agendized)

ADJOURN TO CONVENE AS THE WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

- 28. Public Participation (no action will be taken on any item until it is properly agendized)
- 29. For Possible Action: Review and accept claims and financial report
- 30. Public Participation (no action will be taken on any item until it is properly agendized)

ADJOURN TO CONVENE AS THE SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

- 31. Public Participation (no action will be taken on any item until it is properly agendized)
- 32. For Possible Action: Review and accept claims and financial report
- 33. Public Participation (no action will be taken on any item until it is properly agendized)

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

- 34. Commissioner Comments
- 35. For Possible Action: Approve Minutes (available in the Clerk/Treasurer's Office)
- 36. Public participation it is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. **Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes**

- 37. Closed Session, pursuant to NRS 241.015(3)(b)(2), to receive information from the District Attorney regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter (requested by District Attorney)
- 38. Closed Session for labor relation discussion as allowed under NRS 288.220
- 39. Adjourn

CERTIFICATE OF POSTING

I, Maureen Williss, Office Manager, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before March 11, 2017 Lyon County Courthouse, Lyon County Administrative Complex, Yerington City Hall, Yerington Post Office, Silver Springs Human Services, Dayton Utilities, City of Fernley

Members of the public requesting Board of Commissioner's meeting support materials may contact Maureen Williss at (775) 463-6531 or via email mwilliss@lyon-county.org. A complete packet of supporting materials is available for public inspection at 27 S. Main Street, Yerington, NV 89447 and is available on our website www.lyon-county.org (Agendas/Minutes).

Maureen Williss

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

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

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

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

Lyon County is an equal opportunity provider.

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

DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft March 1, 2017
34 Lakes Blvd., Dayton, Nevada 7:00 PM

7

1. **Pledge of Allegiance** All participated
2. **Roll Call/Determination of Quorum**
Board members present: Jon Fabel, Lyn Patmor and welcome to our newest board member Lynda Marz. Absent were Marlene Larson and Kirk Stockham. Quorum established.
3. **Certification of posting of the Agenda for the meeting of March 1, 2017**
Fabel certified posting of the agenda.
4. **Approval of agenda for meeting of March 1, 2017**
MOTION: by Patmor to approve, seconded by Fabel, vote 3-0 in favor.
5. **Approval of minutes for meeting of February 1, 2017** (for possible action)
MOTION: by Patmor to approve, seconded by Fabel, vote 3-0 in favor.
6. **Approval of reimbursements of expenditures for DRCAB members** (for possible action) There were no reimbursements.
7. **PUBLIC PARTICIPATION:** No public comment.
8. **Reports by County Staff and Community Organizations**
Board of Commissioners: Commissioner (BOCC): Jeff Page, County Manager
 - Page's background: 31 years with Lyon County.
 - There was flooding January and February 2017 and we could experience more flooding through July and August. If Lake Lahontan was emptied today, it could fill up twice by the snow melt. The Carson River is in better shape than the Walker River which could experience flooding through September and October.
 - From Mound House to Churchill County there have been drainage issues. BOCC is making plans for drainage to move water safely to the Carson River. The streets are designed for a 25 year event – we have had a 100 year flood event. County needs to get the engineering done and BOCC to seek General Improvement District taxes amounting to \$0.07/\$100 of assessed value.
 - Not enough houses flooded for FEMA assistance. County had between \$5 to 8 Million in infrastructure damages. Feds determine which flood damage projects they will fund. County developing flood ordinances on roadside drainage.
 - Question: with more housing development, will County get developers to pay for the drainage? Developers pay for drainage within their projects.
 - One of the problems, detention basins had filled up with silt. Nevada is known to protect private property rights. River Road is closed indefinitely.
 - \$30,000 with UNR to prepare a 5 to 10 year strategic plan, what do we want our County government operations to be. Look for town hall meeting at the end of March.
 - Question: Are there any State Emergency Funds? Wiped out in 2011.
 - Attended the Legislative Sessions and commented on AB153 which may slow down the permit process. Currently a grading permit can be given in 3-5 days. Farr West is now handling the Community Planning Department for the county.
 - For every \$1 in residential taxes, costs the county \$1.48 in services. For every \$1 in business taxes, county cost is \$0.30.**Planning Department: Rob Pyzel—nothing to report**
Sheriff: none present, Fabel read some of the statistics (see attachment)
Utilities: Mike Workman
 - Water and Sewer Facility Master Plan in work; can do a workshop sometime in the future with a light agenda
 - During the monthly water reconciliation between water sold and input, found usage went up 20% in December. On highway 50 at 2nd street, there is an old water main (near Pizza Factory). Installed new valves to stop the leak which created a dip in the highway. Cost about \$60,000 to repair.

**DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft March 1, 2017
34 Lakes Blvd., Dayton, Nevada 7:00 PM**

- Carson Water Conservation and USGS will do a LIDAR surveillance for a better design.
 - Question regarding ability of LC Utilities having capability to accept electronic bill transfers. There has been problems when payments are bundled at the post office, although there is a pickup every day.
 - Statement by Linda Clements: 18 home lost power several times.
- There are 16" concrete water main pipes being stored for the industrial well near the Traditions development.

Public Works: none present

Historical Society of Dayton Valley: Linda Clements

- Thanked Mike Workman for assistance in getting \$400,000 to restore the Railroad Depot for historic restoration.
- Every 3rd Saturday there is a work party at CRR Depot from 9-12 or so.
- May is state preservation month and HSDV is providing lectures every 3 months.
- **Parks and Recreation: none present**
- **Healthy Communities Coalition: none present**
- **Boys and Girls Club: none present**
- **Public Comment:**
 - **WARNING:** In the Barrone Irrigation Ditch near the Lennar Homes off Quilici, there are willows 20 feet tall infested with ticks. Also the Holley Ranch has been sold

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

DAYTON AREA SUP REVIEW

C. EL DORADO STORAGE / DEBRA RAMADAN – ZONED C-2 – Special use permit issued March 2016 to modify an existing special use permit due to a change in property ownership, for the continued operation of an indoor and outdoor storage facility; located at 401 Dayton Valley Rd., Dayton, NV (APN 16-362-07)

STAFF OBSERVATIONS – The business license is current and the SUP appears to be in use and compliance. No complaints have been received.

PLANNING COMMISSION PUBLIC HEARING ITEMS

5. GOLD COUNTRY ESTATES, PHASE 2B – MASTER PLAN AMENDMENT (for possible action) – Request to change the Master Plan designation from Commercial Mixed Use to Suburban Residential on two parcels totaling approximately 8.68 acres; located at the intersection of Kate Peak Rd. and Retail Rd., Dayton (APN 16-405-12 & 16-405-21) PLZ-17-0008

6. WOODBIDGE ESTATES PUD – MERGER AND RESUBDIVISION TO A TENTATIVE MAP FOR A PLANNED UNIT DEVELOPMENT (for possible action) Request to merge and re-subdivide five (5) parcels to a tentative map of the Woodbridge Estates Planned Unit Development, on approximately 115.87 total acres; located off of Highway 50 at South Rainbow Dr., Dayton (APNs 16-025-03; 16-025-04; 19-193-01; 19-193-02; and 19-193-03) PLZ-17-0002

**DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft March 1, 2017
34 Lakes Blvd., Dayton, Nevada 7:00 PM**

Susan Pansky and Eddie Hult described the Master Plan Amendment for Good Country Estates. These are income limited (state and federal) deed restricted homes.

Karen Downs (Manhard) described the Woodbridge Estates PUD. 216 single family homes. There is a high T intersection at highway 50. Has drainage and will be 20% commercial use.

Motion by Patmor, seconded by Fabel recommend both items in 9 for approval, :vote 3-0.

10. ADVISORY BOARD ACTION ITEM REVIEW (for discussion and possible action)

- Name plate for Kirk Stockham assigned to Patmor 2-1-17
Name plate for Lynda Marz 3-1-17.

PUBLIC PARTICIPATION:

11. CHAIR/MEMBER COMMENTS:

Advisory board member training 3-11-17 9:00 AM to 12:00 PM Hillyard Hall Community Center, 2945 Ft. Churchill Road, Silver Springs. Need a board member to take minutes for the April 5, 2017 meeting. Marz will do so, Patmor said the agenda items and motion should be captured for the minutes. Patmor will get the recorder to Marz.

ADJOURNMENT at 9:04 PM.

Attachments:

LSCO monthly statistics

DAYTON REGIONAL CITIZENS ADVISORY BOARD
MEETING MINUTES-draft March 1, 2017
34 Lakes Blvd., Dayton, Nevada 7:00 PM

1/4/17



BOARD OF COUNTY COMMISSIONERS
LYON COUNTY NEVADA
27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6531 Fax: (775)463-6533

Bob Hasting, District 1
Don Alt, District 2
Ken Gray, District 3
Joe Mortensen, District 4
Greg Hunewill, District 5

Jeffery A. Page
County Manager

MEDIA RELEASE

DATE/TIME: January 4, 2017 at 2:30 PM

CONTACT: Jeff Page, Lyon County Manager
(775) 463-6531 or (775) 577-5037 (Office)
(775) 302-7088 (Cell)

REFERENCE: Winter Weather Preparations

Yerlington, NV – Lyon County Manager Jeff Page announced that County personnel are preparing for upcoming winter weather and potential for flooding. Page explained that due to the forecasted weather that his staff has taken precautionary steps and set up sand and sandbag locations throughout the Central Lyon County Corridor.

Crews are also preparing for snow removal from roads and public buildings. Page explained that he will be meeting with staff later this week to ensure that plans and resources are in place to address any snow or flooding issues over the weekend.

The Lyon County Road Department has implemented the following sandbag locations:

Central Lyon County Sandbag Locations

Lyon County has placed sand and sandbags at the following locations. All sandbags must be filled by the users.

- Lyon County Animal Services – Hwy 50 (just East of Ramsey Cutoff).
- Stagecoach Community Center – 8105 Hwy 50.
- Dayton Utilities Keystone Property – 404 Keystone Dr.
- Fire Station 35 – 231 Corral Dr.
- Fire Station on Dayton Valley Rd – 460 Dayton Valley Rd.
- Dayton Utilities Yard (outside of the gate) – 200 Lakes Blvd
- Mound House Fire Station – 56 Red Rock Rd.
- Silver City Community Center – 385 High St.

Lyon County will continue to update the communities through their website and Facebook Page.



LYON COUNTY SHERIFF'S OFFICE
End of Month Cad Call Report
February 2017

TOTAL FOR DAYTON LAW ZONE - 863

911 Hangup	34
Accident	14
Alarm	20
Animal Call	8
Assist	52
Civil Papers	67
Criminal	45
Domestic Violence	17
Follow up	62
Mental	12
No Response	15
Non-Criminal	300
Public Service	51
Traffic	164
Unclassified	2

Total Arrests: 25
Total Charges: Felonies: 8 - Total Misdemeanors: 26 - Total Gross Misdemeanors: 0

TOTAL FOR FERNLEY LAW ZONE - 1,054

911 Hangup	49
Accident	6
Alarm	58
Animal Call	14
Assist	56
Civil Papers	57
Criminal	66

Domestic Violence	23
Follow up	86
Mental	9
No Response	4
Non-Criminal	358
Public Service	103
Traffic	164
Unclassified	1

Total Arrests: 75
Total Charges: Felonies: 35 - Total Misdemeanors: 67 - Total Gross Misdemeanors: 4

TOTAL FOR Lyon County SO Default - 7

No Response	4
Non-Criminal	1
Traffic	1
Unclassified	1

Total Arrests: 30
Total Charges: Felonies: 11 - Total Misdemeanors: 9 - Total Gross Misdemeanors: 4

TOTAL FOR MASON SMITH VALLEY LAW ZONE - 220

911 Hangup	4
Accident	1
Alarm	6
Animal Call	8
Assist	30
Civil Papers	35
Criminal	6
Domestic Violence	3
Follow up	12
Mental	2
No Response	3
Non-Criminal	61

Public Service 23

Traffic 26

Total Arrests: 20
Total Charges: Felonies: 6 - Total Misdemeanors: 13 - Total Gross Misdemeanors: 0

TOTAL FOR SILVER SPRINGS LAW ZONE - 349

911 Hangup 14

Accident 4

Alarm 7

Animal Call 5

Assist 11

Civil Papers 17

Criminal 23

Domestic Violence 2

Follow up 27

Mental 2

No Response 3

Non-Criminal 111

Public Service 26

Traffic 97

Total Arrests: 21
Total Charges: Felonies: 8 - Total Misdemeanors: 14 - Total Gross Misdemeanors: 2

Agency Total: 2,493

MASON VALLEY MOSQUITO

ABATEMENT DISTRICT

District Manager's Report

For February, 2017

During February, this year's challenges continued to grow with more snow and a river already spilling out of its banks. Talk is that nobody is going to fix the mess north of town, until maybe late summer. The flooding last month, over Miller Ln. will continue and was caused by a poorly researched project headed by US Fish & Wildlife. It wouldn't have happened if they hadn't of tried to reroute the river. It was straightened it '55 to stop flooding, and it worked! Put the oxbows back and we flood, again. Also, what comes with flooding, lots of mosquitos, so we can thank the agencies involved for lots of additional mosquitos and flooded acreage, (900-2,000), that we will have to deal with. It would be nice if they paid that bill.

After meeting with the manager of the MVWMA, Isaac Metcalf, and discussing their plans to rewet ALL the ponds, he agreed to keep me informed of all water changes, have their personnel larvicide small areas when possible, and work with us on mosquito fish movement. Every bit helps.

On the west side of the MVWMA is where a lot of the flood water is sitting, with more to come. This area hasn't seen water in years, and the old sloughs that have been dry, have dormant egg counts that go "thru the roof". Seems we're faced with the same challenges we had in '89-90, hope we can do better, this time, but there WILL be bugs.

The week of the 13th, I attended the 2017 American Mosquito Control Association's Annual Meeting. While there I studied Zika Virus, Invasive Mosquito Species, Pesticide Resistance, New Trap Designs, ect. I attended 42 talks before I had to leave due to weather. It was one of the best meetings in years, with over 1,200 attending! A couple of the hot subjects were, larvicide fogging-to reach had to access areas, Culex mosquitos detecting the presence of mosquitofish, new mosquito trap designs-Attractive Toxic Sugar Bait, (ATSB), Traps designed for homeowner use to CONTROL,(not surveillance), mosquitos, in their yards. Also a lab study checking Zika vector competence in species other than Aedes Aegypti. Culex mosquitos, including Tarsalis were tested and cannot transmit Zika, BUT Aedes Vexans showed 25% vector competence, in the lab and is one of our main pasture mosquitos! I was told not to "panic" yet, more research is being done, and Zika has to be brought to our area by humans, first. It isn't carried by birds like SLE or WNV, and it doesn't reservoir in the rabbits like WEE, it's a human thing. More research is being done and in the meantime I'm ramping up vexan control.

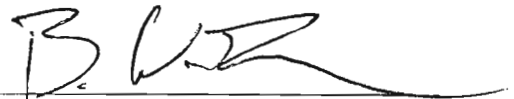
As I mentioned in our last meeting, while at the meeting I placed our chemical orders with our vendors and received several discounts. The chemicals are here and our shelves are full. Depending on how the snowpack comes down, we may need more.

I started the advertisement for our seasonal help and should have some applicants, soon.

Currently I've been moving mosquito fish and have a lot more to go.

That's it for now, questions/comments?

B.W.Stinson



MASON VALLEY MOSQUITO ABATEMENT DISTRICT

The Mason Valley Mosquito Abatement District held their monthly meeting February 8, 2017
Meeting called to order at 7:00 PM

PRESENT

Excused Absence: E. Stockon

Joan Blake
Bud Stinson
Jessica Smith
Alyce Reese

Items of Discussion:

Review agenda: Motion to approve, with date change, made by A. Reese
Second by J. Smith

Motion by A. Reese to approved minutes of meeting November 9, 2016
Second by J. Smith

District Managers report - Copy attached

HIGHLIGHTS: Bud anticipates a "challenging year". Will advertise in the Mason Valley News shortly for a seasonal laborer.

Bud will attend the AMCA annual meeting February 13-17 to be held in San Diego, CA.

He will attend an AMCA workshop in Carson City on February 9th covering new mosquito And aquatic pests control products safety.

Bud plans to begin purchase of our projected chemicals during the various vendors "Early Bird" Sales.

2017/2018 BUDGET projection: \$273,211 (2017) and \$24,400 (2018). A purchase of a OHV GRIZZLY Smart Flow fogger is being ordered (Replaces the current 1992 model).

District Managers "Employee Performance Review". Members discussed the appraisal and all voted for a 2.5% merit increase retroactive to 12/1/16 (Bud's anniversary date).

- A. Reese made a motion to approve the January bills in the amount of \$1,681.61. Second
By J. Smith

Meeting adjourned at 7:30 PM.

A handwritten signature in black ink, appearing to be 'Alyce Reese', with a stylized, cursive script.

Alyce Reese
Secretary

SMITH VALLEY ADVISORY BOARD (SVAB)

Meeting Minutes

February 8, 2017

Advisory Board members present: Maralyn Abrott, Frank Hunewill, Tosca Renner, Brandon Dini. Absent: Julie Cosner.

The meeting was called to order at 7:00 p.m. by Chairman Frank Hunewill. Pledge of allegiance was recited.

1. **Public Participation** – None
2. **Review and adoption of agenda** – Moved by Brandon to adopt the agenda as presented. Seconded by Maralyn. Motion carried 4/0.
3. **Minutes of the January 4, 2017** minutes were approved as written. Maralyn made a motion to approve the minutes as written, seconded by Brandon. Motion carried 4/0.
4. **Board Member comments** – none.
5. **Elected Officials/Public Entity Representative's Reports**

Greg Hunewill, Lyon County Commissioner, addressed the meeting. He requested that a correction be made to a comment regarding the change of the flow of the Walker River that was made at the January 4, 2017 meeting. Donnette Huselton had advised that the flow of the river had been changed by NDOW. Greg confirmed that the flow of the river had actually been changed (although he originally believed it was not), and he wanted to make sure that information was passed on to the board. He also discussed the proposed gifting of the former Flying M Ranch and Pitchfork Ranch on the East Walker River to the State of Nevada for the purpose of establishing new state parks. The impact of this gift from NFWF to the state will result in loss of real estate tax revenue (as the state does not pay property taxes), fees to the Walker River Irrigation District, and the loss of greenbelt status in that area. Lyon County was not notified of this donation prior to officials hearing about it during the Governor's State of the State address. Greg also discussed the recent flooding, with a meeting set up for February 16, 2017 to meet with FEMA and see what funds would be available, which could possibly be up to 75% reimbursement of repair costs.

Harold Ritter, Planning Commission representative, advised of the Public Lands Advisory Management Committee, and that the park issue may come up at that time. He further advised of the Naval Air Station in Fallon acquiring 630,000 acres of land, with part of that property being situated in Lyon County, for use as a maneuvers area. The area would be used for dog fights and other such military training, possibly Navy Seals being dropped off to go through scenarios, and also could extend to police agencies for training purposes. The main focus of training would be with NAS Fallon personnel joining in maneuvers with personnel from Nellis Air Force Base. A meeting was held in Austin, Nevada, regarding the usage of the area and negotiations are in progress with user groups such as cattle grazing permit holders and hunter, to see if an amicable agreement can be reached. A workshop is to be held at 10:00 a.m. on February 14, 2017 in the Commissioners' Chambers in Yerington regarding the land use change.

Commissioner Hunewill also shared that individuals could go to the NAS website to see how the land designation would affect Lyon County.

Rob Loveberg, Chief of the Smith Valley Fire Department reported that the Verizon tower construction is going forward even though there is still a pending lawsuit. The defendants in the case are the Smith Valley Fire Protection District and Lyon County, along with Verizon. The law firm of Rowe & Hale represents the district. Insurance pays the first \$25,000.00 of the legal fees, but the district will have to pay whatever amount the fees go over that amount, if any, in representation for the suit. He advised that the Smith Valley Fire District budget meetings will be held on February 10, 2017 to review items in general, and on March 10, 2017 to address budget items more specifically. Budgetary impact was discussed with regard to the tax override expiration the end of June and loss of those revenues, but that the lease payments from Verizon will make up for some of that loss. Advanced EMT class training is now in place.

6. Recommendations and Comments on Planning Special Use Permit Review

a. Art Wilson Company – Zoning – PRR-5 – Special use permit issued February 2004 to mine and process gypsum, with the processing to include crushing and screening and to include the expansion of an existing open pit all located on approximately 660 total acres; located between Weed Heights area and Artesia Lake, in the Singatse Range (APN 10-041-21)

Staff Observations: appears to be in use and compliance, although no activity has yet begun – no complaints have been received. No business license at this time.

Motion was made by Frank and seconded by Brandon to recommend renewal of the permit. Motion carried 4/0.

- b. NV ENERGY/ZWART, JOHN – Zoning – RR5** – Special Use Permit issued February 2016 to expand the existing electrical substation and transmission line and build a 120Kw facility, on an approximate 4 acre portion of a 22 acre parcel; located at 274 Lower Colony Road, Welling, NV (APN 10-301-10). **Staff Observations** – No business license required (public utility) – Grading and construction of facility is in process and building permits have been issued. Appears to be in use and compliance.

Comments: Adjacent property owners John and Debra Hayes addressed the meeting. Debra advised that the permit is not in compliance, as a 60 Kw permit was issued but a 120 Kw facility is being constructed. The Hayes' further voiced their concerns about farmers' easements being taken away and the problems of property values dropping in the area because of the facility. Maralyn made a motion to recommend renewal of the special use permit, Tosca seconded, and the motion passed 4/0, with Frank adding that the concerns of Mr. and Mrs. Hayes be taken into consideration regarding the alleged nonconformance of the permit.

7. **Donnette Huselton** from the Western Nevada Water Preservation Foundation, provided her monthly report, added information regarding the proposed park on the East Walker River, sage grouse issues, Bridgeport Ranchers use of water and the domestic water permitting bill that is in the Nevada legislature. It was shared that interested parties should following bills proceeding through the legislature with regard to water rights and the local areas proposed legislation would affect.
8. **Advisory Board Member Comments** – next meeting date is March 8, 2017.

RECESS TO CONVENE AS THE SMITH VALLEY CEMETERY BOARD

9. **Public Participation** – none.
10. **Update on Cemetery Operations, maintenance and activities:**
Maralyn advised that it is very wet at the cemetery and "she sank to her ankles" when she went over this week. Nothing can be done at this time at the cemetery because it is so wet.
11. **Review and approval of bills and acceptance of Financial Report:** Maralyn advised that there were no expenses from last month, and there were no

anticipated expenses for the current month. Frank moved to accept the financial report, seconded by Brandon, motion carried 4/0.

12. Discussion, review, update and possible approval of contract going out to bid by the County for maintenance and upkeep of the cemetery: Maralyn reported that Tim Ogle has been contact with a bid request (see attached e-mailed request). It was requested that this item be re-agendized for the next meeting to review progress on the bid.

13. Public participation – none.

ADJOURN TO RECONVENE AS THE SMITH VALLEY ADVISORY BOARD

14. Public participation – none.

15. There being no further business, the meeting was adjourned at 7:54 p.m.

DRAFT

**BUSINESS LICENSE APPLICATIONS SUBMITTED TO LYON COUNTY COMMISSIONERS
AGENDA on March 16, 2017**

ITEM #9

	APPLICANTS	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	H	F	B	Z	S
A	Helm, Daniel B.	Dan Helm Service/D.B.H. Service	200 Artist View Wellington, NV	Handyman Services	M				
B	Meisner, Robert	Durabuilt Storage Barns, LLC	1770 Walnut Dr. Fernley, NV	Residential and Small Commercial Contractor Building Storage Sheds	C				
C	Lopez, Hector	HL Maintenance and Amsoil	6 Palomino Dr. Yerington, NV	Handyman Services and Amsoil Sales	M				
D	Hyatt, Rock A. Hyatt, Stella R.	High Desert Carpet Cleaning and Home Services	6040 Shetland St. Stagecoach, NV	Carpet and Floor Cleaning. Handyman Services	M				
E	Estrada, Jerry L.	Jolt Electric LLC	152 Pebble Dr. Dayton, NV	Electrical Contractor	C				
F	Keller, James S. Keller, Vida D. Keller Construction & Development	Keller Development	1080 Hwy 95A, Suite C Silver Springs, NV	Change Location		X	X	X	
G	Swanson, Kenneth O.	Ken Swanson Construction	1637 Heron Cove Ct. Gardnerville, NV	General Contractor	C				
H	Keller, James S. Keller, Vida D.	Priceless Realty Inc.	1080 Hwy 95A, Suite C Silver Springs, NV	Change Location		X	X	X	
I	Keller, Carl R. TLC Integration, LLC	TLC Integration Systems	180 Heidi Cir. Carson City, NV	Electrical Contractor	C				
J	Urton, Duston A.	Urton LTD.	1512 Hwy 395 N. 7G Gardnerville, NV	Real Estate Investing	M				

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: March 16, 2017

ITEM #10

TITLE: For Possible Action: Approve contract for entertainment services at the Lyon County Fair & Rodeo with Jennifer's All Creatures Barnyard Racers for \$3,800.

SUMMARY: This is a contract to provide entertainment at the Lyon County Fair & Rodeo for \$3,800.

ALTERNATIVES AND/OR RECOMMENDED ACTION: Approval recommended.

Budget Implications (Comptroller): This will be budgeted in the Fair & Rodeo Fund.

Approved as to Legal Sufficiency:

County Manager's Comments:

For Information: Josh Foli

List of Attachments: Contract

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

and

Jennifer's All Creatures Barnyard Racers
2830 Happy Hollow Rd.
Midvale, ID 83645
Email: jsallcreatures@gmail.com

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

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

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

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

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

3. CONTRACT TERM. This Contract shall be effective from August 17, 2017, and expire on August 20, 2017, unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

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

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

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$3,800. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year

appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

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

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

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods

or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

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

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

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

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

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

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

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

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

c. **Commercial General Liability Insurance**

i. Minimum Limits required:

\$ _____	General Aggregate
\$ _____	Products & Completed Operations Aggregate
\$ _____	Personal and Advertising Injury
\$ _____	Each Occurrence

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

d. **Business Automobile Liability Insurance**

i. Minimum Limit required: \$ _____ Each Occurrence for bodily injury and property damage.

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

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

e. **Professional Liability Insurance**

i. Minimum Limit required: \$ _____ Each Claim.

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

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

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

f. **Umbrella or Excess Liability Insurance**

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

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

g. **Commercial Crime Insurance**

i. Minimum Limit required: \$ _____ Loss for Employee Dishonesty.

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

h. **Performance Security**

i. Amount required: \$ _____

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

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

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

i. **General Requirements**

i. Amount required: \$ _____

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

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

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

v. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any

deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.

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

vii. Approved Insurer: Each insurance policy shall be:

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

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

j. Evidence of Insurance

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

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

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

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

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

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

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

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

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

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach

of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

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

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

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

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

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

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

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

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

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

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

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

26. WARRANTIES.

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

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

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

State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

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



Independent Contractor's Signature

2/17/17

Date

Owner

Independent Contractor's Title

Authorized Representative
Lyon County

Date

REVIEWED AS TO FORM ONLY

District Attorney

Date

Legal Counsel for Independent Contractor

Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager

Date

AGENDA SUMMARY

CONSENT: Y



MEETING DATE: March 16, 2017

ITEM #11

TITLE: For Possible Action: Approve one year renewal contract agreement with Justice Benefits, Incorporated (JBI)

SUMMARY: Our contract agreement with JBI expires on March 17, 2017. Agreement is for a one year extension. JBI provides cost share federal reimbursement assistance for illegal aliens and disability recipients when they are housed in the Detention Facility, either in a pre-trial or sentenced status.

RECOMMENDED ACTION AND/OR ALTERNATIVES: Approved the one year renewal contract agreement with Justice Benefits, Incorporated (JBI)

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION: Sheriff McNeil

LIST OF ATTACHMENTS: One year extension agreement

RENEWAL AND EXTENSION AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Lyon County, Nevada

This Renewal and Extension Agreement is entered into by and between Lyon County, Nevada (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, JBI is assisting the County to obtain reimbursements through Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, the parties desire to renew and extend the Agreement for Professional Services dated March 17th, 2016 (the "Agreement"), so JBI will continue to provide professional assistance to County exploring opportunities for FFP, reviewing prospects for expansion of existing FFP, and securing FFP for the County;

NOW, THEREFORE, the County and JBI agree as follows.

RENEWAL AND EXTENSION

1. The Agreement, including all its terms, conditions and provisions, is incorporated herein fully by reference as if copied verbatim into this paragraph.
2. The Agreement is hereby renewed and extended for an additional period of one (1) year.

MISCELLANEOUS

To the extent that the terms of this Renewal and Extension Agreement are in conflict with the original terms of the Agreement, the terms of the original Agreement shall control except in case of dispute as to the length of the term of the Agreement in which instance these agreements shall be interpreted to renew, extend and continue the professional services contract between the undersigned parties for the longer period of time.

IN WITNESS WHEREOF, the undersigned parties have executed this Renewal and Extension Agreement as of the date written below.

EXECUTED THIS _____ DAY OF _____, 2017

AGREED:

Lyon County, Nevada

Name

Title

Address: _____

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: _____
April Farmer

Senior Vice President
1711 E. Beltline Road
Coppell, Texas 75019

AGENDA SUMMARY

CONSENT: Y



MEETING DATE: March 16, 2016

ITEM #12

TITLE: For Possible Action: Accept grant funding from Healthy Community Coalition, in the amount of \$2000, for one deputy to attend School Resource Officer Training

SUMMARY: The Healthy Community Coalition (HCC) has agreed to reimburse Lyon County, up to \$2,000 in training related costs to send one deputy to School Resource Officer (SRO) training, prior to assigning that deputy as the Fernley area school's SRO.

RECOMMENDED ACTION AND/OR ALTERNATIVES: Accept the HCC Grant for School Resource Officer Training reimbursement, not to exceed \$2,000

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGERS COMMENTS:

FOR INFORMATION: Sheriff McNeil

LIST OF ATTACHMENTS: HCC Grant Letter of Agreement



Professional Services Agreement

This AGREEMENT made on February 2, 2017, by and between, Lyon County Sheriff's Office (LCSO) whose address is 911 Harvey Way #1, Yerington, NV 89447, hereinafter referred to as Subgrantee and Healthy Communities Coalition whose principal place of business is located in Nevada and hereinafter referred to as "Coalition".

WHEREAS, Subgrantee desires to enforce underage drinking laws within Lyon County, NOW, THEREFORE, it is agreed as follows:

1. **Term:** The respective duties and obligations of the Coalition shall be commencing on 03/06/2017 and ending 05/01/2017.
2. **Scope of Work:** LCSO will send one (1) candidate to be certified as a School Resource Officer to support the Crisis Intervention Training (CIT) program. LCSO agrees to provide the Coalition with necessary documentation of all expenses associated with attending this training. A request for reimbursement is required within 10 days of the training date. Reimbursement will be in accordance with current GSA rates and in accordance with the State of NV State Administrative Manual.
3. **Compensation.** Total not to exceed \$2,000.00 inclusive of all associated costs for the training.
4. **Retainer.** Not Applicable
5. **Liability.** The Coalition, pursuant to the terms and scope of work of this agreement, shall not be liable to the Service Provider, or to anyone who may claim any right due to any relationship with the Service Provider, for any acts or omissions in the performance of services on the part of the Coalition, or on the part of the agents or

employees of the Coalition, except when said acts or omissions of the Coalition, are due to willful misconduct or gross negligence. The Service Provider shall hold the Coalition, free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Service Provider pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Coalition, and the Coalition, is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

6. **Termination:** This agreement may be terminated by either party giving a thirty (30) day written notice to either party at the addresses stated herein or at an address chosen after the execution of this agreement and duly communicated to the party giving notice.

7. Coalition will be required to secure and maintain a Nevada State Business License or exemption.


IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on March 6, 2017.

Lyon County Board of Commissioners

By: _____
Bob Hastings, Chairman

Date: March 6, 2017

Healthy Communities Coalition

By: 
Wendy Madson, Interim Executive Director

Date: 3-6-17

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: March 16, 2017

ITEM #13

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

SUMMARY:

Per NRS 245.062 and Lyon County Personnel Policy Section 8, the Board of Commissioners needs to approve travel claims paid by the Comptroller's office. Individual department travel claims have been compiled for acceptance by the Board of Commissioners.

ALTERNATIVES AND/OR RECOMMENDED ACTION:

Approve travel claims as presented.

Budget Implications (Comptroller):

N/A.

Approved as to Legal Sufficiency:

N/A.

County Manager's Comments:

N/A.

For Information:

N/A.

List of Attachments:

County travel report.

March 16, 2017

LYON COUNTY TRAVEL

NAME	DESCRIPTION	AMOUNT
Shayla Holmes, Rebecca Boehner Human Services	Lodging, Airfare to travel to St. Louis for Pat Training 1/13/17 Grant Funded	788.34
Manfred Jurgeit Human Services	Mileage reimbursement while Van was not working. 1/11/17 and 01/18/17	26.26
Sean Lacow Human Services	Meals while in Reno for Core Training 1/31-02/02/17	48.00
Michael Messman Sheriff Dept	Meals for Death Investigation Training Redwood City, CA 03/05-03/07/17	176.00
Charles Lawson Debt Management Board	Mileage for Debt Management 01/22/17	40.66
Bartolowits, Roberts, Carr, Equalization Board	Mileage for Equalization Board meeting 02/21/17	170.87
Allan, Library Board	Mileage for Library Board 1/24/17	56.72
Allan, Hardcastle, Jones, Retzer Ritter, Bennett, Lake Planning Board	Mileage for Planning Board 02/14/14	344.55
Debra Depaoli Juvenile Master Court	Mileage for travel between courts 02/02/17 02/16/17	86.66
Sean McNeill Sheriff's Dept	Baggage charge for trip to Burbank for CVSA Training 01/29-02/03/17	25.00
Sherry Stone Public Guardian	Meals for various travel the month of February 2017	64.00
Brian Kirkley Juvenile Probation	Meals for going to Carson City, NV 03/29-03/30 and San Marcos, TX 03/06-03/07/17	93.00

Total 1,919.86

TRAINING

AMOUNT

Shayla Holmes, Rebecca Boehner Human Services	Registration to attend PAT Training in St. Louis, MO 12/28/16	2,610.00
Lescher, Sinclair, Paterson, Adie, Sellers, Brammer, Fleckenstein	Registration to attend NVRWA annual conference 03/14-03/16/17	6,050.00

Total 8,660.00

AGENDA SUMMARY

CONSENT: Y N



Meeting Date: March 16, 2017

ITEM #14

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

SUMMARY:

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

ALTERNATIVES AND/OR RECOMMENDED ACTION:

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

Budget Implications (Comptroller):

N/A.

Approved as to Legal Sufficiency:

N/A.

County Manager's Comments:

N/A.

For Information:

N/A.

List of Attachments:

County claims and financial report.

TOTAL BILLS SUBMITTED FOR APPROVAL ON MARCH 16, 2017

<u>UNDER DIRECT CONTROL OF BOARD OF COMMISSIONERS</u>	<u>BILLS</u>	<u>PAYROLL</u>
General Fund	255,631.32	845,604.14
Employees Benefits Fund		
Park Construction Tax Fund	1,624.25	
Home Consortium		
Co-Op Extension Fund	2,248.32	4,921.08
Unemployment Fund	1,916.55	
Room Tax Fund	2,483.99	
Aid to Domestic Violence Fund		
Vehicle Acquisition Fund	3,474.19	
Fair and Rodeo Fund	805.77	
Capital Improvements Fund	152.91	
Justice Court Special Assessment Fund		
District Court Restricted Fee's Fund		
Juvenile Probation Special Assessment Fund		1,317.64
County Library Gift Fund		
Western Regional Youth Facility	9,251.51	51,623.11
911 Surcharge Fund		
Mining Claim Map Fund		
Road Fund	83,493.56	39,541.52
R T C Fund	109,155.67	
Road Improvement Fund		
Indigent Fund	14,212.46	53,877.24
Medical Indigent Fund		6,618.09
Senior Services Fund	6,198.30	27,719.49
Senior Services Donations Fund	488.81	
Animal Control Donations		
<u>ENTERPRISE FUNDS</u>		
Dayton Water Utility Fund	20,170.18	56,075.48
Dayton Sewer Utility Fund	17,608.06	26,281.32
SUB TOTAL CONTROL OF BOARD OF COMMISSIONERS	528,915.85	1,113,579.11

TRUST AND AGENCY FUNDS

Mason Valley Mosquito Control District Fund	660.64	3,599.90
Central Lyon Vector Control District Fund	18,990.00	
Walker River Weed Control District Fund	1,438.19	
Silver Springs GID	7,222.69	
Willowcreek GID Fund	1,000.00	
DNA Testing		
Mason Valley Swimming Pool Fund	4,606.76	
Silver Springs/Stagecoach Hospital Fund	7,868.74	2,479.95
Fernley Swimming Pool Fund	3,248.78	12,318.08
City of Fernley		
Mason Valley Fire District Funds	20,680.95	24,732.22
North Lyon Fire District Funds		
Smith Valley Fire District Funds	13,904.23	1,589.97
Stagecoach General Improvement District Fund		
South Lyon Hospital District Fund	153,302.85	
State of Nevada	240.19	
City of Yerington		
Fish and Game		
Walker River Irrigation District Fund	55,181.82	
Range Improvement Fund		
Lyon County Bond Fund		
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	3,218.70	
Central Lyon Fire District Funds		
Carson Water Sub-Conservancy District Fund		
Dayton Valley Ground Water		
Smith Valley Artesia		
Mason Valley Artesia		
Churchill Valley Ground Water		
Truckee Carson Irrigation District Fund	21,757.98	
Fernley Ground Water		
Lyon County Schools		
TOTAL BILLS SUBMITTED FOR APPROVAL	842,238.37	1,158,299.23

LIQUOR LICENSE APPLICATION SUBMITTED TO LYON COUNTY

LIQUOR BOARD on March 16, 2017

ITEM #16

	APPLICANTS	BUSINESS NAME	LOCATION	LICENSE TYPE
A	Visaya, Richard	Dollar General #14469	101 Ambrose Ln. Dayton, NV	Liquor Manager Retail Packaged Goods

AGENDA SUMMARY



CONSENT: No

TIME SPECIFIC: .

MEETING DATE: March 16, 2017

ITEM #: 18

TITLE: For possible action: to approve a resolution to declare a state of emergency due to the potential flooding impacts from spring and summer snow melt. (Requested by the County Manager)

SUMMARY: The National Weather Service is predicting low to severe flooding on the Carson, Walker and Truckee Rivers due to significant snow pack. Staff is recommending the declaration to ensure quick access to state resources in the event of a flooding event

RECOMMENDED ACTIONS AND/OR ALTERNATIVES:

Move to approve a resolution to declare a state of emergency due to the potential flooding impacts from spring and summer snow melt.

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGER COMMENTS:

Recommend approval

FOR INFORMATION:

Jeffery A. Page, County Manager
27 South Main Street
Yerington, Nevada 89447
(775) 463-6531/(775)577-5037
jpage@lyon-county.org

LIST OF ATTACHMENTS:

RESOLUTION NO. 2017R-____
DECLARATION OF AN EMERGENCY
DUE TO SEVER WEATHER EVENT/FLOODING

WHEREAS, Lyon County is being threatened by a spring and summer run off of high snow pack and possible flooding that has the potential to destroy significant amounts of property and has threatened the lives of Lyon County residents; and

WHEREAS, Lyon County government does not have sufficient resources to handle a weather event and flooding of this magnitude; and

WHEREAS, the State of Nevada and the U.S. government have the necessary resources to assist in preventing future damage from the weather event, including the potential for flooding, and to protect the property and residents of Lyon County; and

WHEREAS, NRS Chapters 244 and 414 provide the statutory authority for an emergency declaration by the Lyon County Board of Commissioners.

NOW THEREFORE LET IT BE RESOLVED that the Lyon County Board of Commissioners hereby declares that a State of Emergency exists in Lyon County due to a severe weather event, including flooding, that threatens the health, safety, welfare and property of Lyon County residents.

The Lyon County Board of Commissioners requests that the Governor investigate this severe weather event, including flooding, and declare that a State of Emergency exists in Lyon County. The Board of Commissioners also requests that the Governor order mandatory evacuation as well as providing state assistance to assist in the management of this event. Lyon County requests that the Governor contact Nevada's Congressional delegation to solicit their assistance in obtaining federal aid for this severe weather event, including any flooding.

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This Declaration of Emergency Due To Severe Weather Event/Flooding is adopted this 16th day of March, 2017, by the following vote:

VOTE: Ayes: Commissioner _____

Nays: Commissioner _____

Absent/Abstain: Commissioner _____

Lyon County Board of Commissioners

Bob Hastings, Chairman

ATTEST: _____
Nikki Bryan, Lyon County Clerk

AGENDA SUMMARY



CONSENT: No

TIME SPECIFIC: 9:15 AM

MEETING DATE: 03/16/2017

TITLE: For possible action. Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact Lyon County as may be deemed appropriate by the Board of County Commissioners.

SUMMARY:

RECOMMENDED ACTIONS AND/OR ALTERNATIVES:

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGER COMMENTS:

FOR INFORMATION:

Jeffery A. Page, County Manager
27 South Main Street
Yerington, Nevada 89447
(775) 463-6531/(775)577-5037
jpage@lyon-county.org

LIST OF ATTACHMENTS:

AGENDA SUMMARY



CONSENT: No

TIME SPECIFIC: 9:30 AM

MEETING DATE: March 16, 2017

TITLE: County Manager report on the status of the FEMA declaration (January Flood Event) and strategy to reduce the effects of flooding in Central Lyon County in the future. (NO ACTION WILL BE TAKEN)

SUMMARY: January 2017 the Central Lyon County corridor was impacted by flash flooding and Carson River Flooding. Residents voiced concern over drainage issues and other flood related matters. The Board was requested to have an agenda item to inform and address concerns of the residents.

The County Manager will provide updated information on

- Status of the FEMA Declaration
- Status of County Code Revisions to address drainage repair, maintenance and installation
- Status of developing a revenue source to fund flood reduction

RECOMMENDED ACTIONS AND/OR ALTERNATIVES:

FINANCIAL DEPARTMENT COMMENTS:

APPROVED AS TO LEGAL FORM:

COUNTY MANAGER COMMENTS:

FOR INFORMATION:

Jeffery A. Page, County Manager
27 South Main Street
Yerington, Nevada 89447
(775) 463-6531/(775)577-5037
jpage@lyon-county.org

LIST OF ATTACHMENTS: