



14 East Goldfield Avenue, Yerington, Nevada 89447
PHONE: (775) 463-3511 WEBSITE: www.yerington.net FAX: (775) 463-2284
The City of Yerington is an Equal Opportunity Provider

Notice of Public Meeting and Agenda For The City of Yerington City Council

The City of Yerington City Council will conduct a public meeting on the 9th day of January 2023, beginning at 10:00 a.m. at the following location:

City Hall
14 E. Goldfield Avenue
Yerington, NV 89447

NOTICE:

1. Agenda items listed below may be taken out of order.
2. Two or more agenda items may be combined.
3. Agenda items may be removed from agenda or delayed at any time.
4. Any restrictions on public comment must be set out herein.
5. Public comment is limited to three (3) minutes per person.
6. Public comment cannot be restricted based on viewpoint. Section 7.05 of the Nevada Open Meeting Law Manual indicates that a public body's restrictions on public comment must be neutral as to the viewpoint expressed, but the public body may prohibit content if the content of the comments is a topic that is not relevant to, or within the authority of, the public body, or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers. See AG File No. 00-047 (April 27, 2001).

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call City Clerk, Sheema D. Shaw, in advance at (775) 463-3511 so that arrangements for attendance may be made.

AGENDA:

Action may be taken only on those items denoted "For Possible Action."

1. Call to order and roll call and Pledge of Allegiance.
2. **Public Comment** - No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken.
3. Official Oath/Swearing in of Council Members Matthew Galvin, Shane Martin and Frank Pizzo.
4. **For Possible Action** – Review and approval of agenda

NOTICE RE: NRS 237: When the City Council approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 *et seq.* with respect to items on this agenda and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business.

5. **For Possible Action:** Review and Approval of minutes from prior meeting dated December 12, 2022.
6. **For Possible Action:** Approval of New, Renewal and Name Change Business Licenses Applications.
 - A. Allen W. Fink, Vice President/Chief Medical Officer dba Carson Tahoe Physician Clinics, Medical Office, 306 Surprise Street, Yerington, NV 89447 - RENEWAL
7. **For Possible Action:** Revoke Business Licenses Due to Non-Payment for 3rd QTR July– September 2022
 - A. Jennifer Cheri Rios and Artemio Rios Cruz dba Rios Ranch Organic, 2588 State Route 208, Smith Valley, NV 89430
 - B. Emily Burns dba Homeslice, LLC. dba Round Table Pizza, 174 W. Goldfield Ave., Yerington, NV. 89447
 - C. Michael R. Brown dba Priority 1 Services, 115 Belmont Street, Yerington, NV 89447
 - D. Frank Cruz Torres dba Premium Lawn and Landscapes, 9920 Highball Court, Sparks, NV 98441
 - E. Erik and Brett Haslem dba Brad Haslem, Inc., 1175 East 2000 South, Vernal, UT 84078
 - F. Kenneth Williams dba Titan Solar Power, Inc., 3570 W. Post Rd., Mesa, AZ 85210

- G. Sergio Rodriguez-Perez dba Alpha & Omega Energy Services, LLC. dba SunVolt, 4350 Arville St., Suite 400, Las Vegas, NV 89104
- H. Heriberto A. Jurado dba Top Knotch Installs, 605 Clemens Ave., Dayton, NV 89403

8. Discussion and Approval of Bills Previously Submitted for Payment as Follows:

Checks 36211 through 36317 totaling \$3,292,691.84

9. **For Possible Action:** Discussion and Possible Action on recommendation from the Yerington Planning Commission: Kathleen Knight and Dave Snelgrove CFA, Inc., on behalf of Brodie Priestly, are proposing a tentative subdivision map application with APN 001-643-01 (Grand Estates Phase II)
10. **For Possible Action:** Discussion and Possible Action on recommendation from the Yerington Planning Commission: Kathleen Knight and Dave Snelgrove of CFA, Inc., on behalf of Brodie Priestly, are proposing a developer's agreement application with APN 001-643-01 (Grand Estates Phase II).
11. **For Possible Action:** Discussion and Possible Action on a request by Yerington High School to waive fees at the James Sanford Community Center for the 2023 Prom Dance to be held the last weekend of April 2023.
12. **For Discussion Only:** Discussion on potential interference from a new AT&T cellular tower with the communication systems of Walker River Irrigation District (WRID). Staff has researched this issue brought up at the last Council meeting and at this time do not anticipate any interference issues. WRID cell towers operate at 900 MHz and 5 GHz while AT&T transmits on mid-band 5-G at 1.7-4.7 GHz. WRID is checking with its technical personnel for any potential issues as well.
13. **For Possible Action:** Discussion and Possible Action on a request from Nevada League of Cities to join City of Las Vegas in an amicus support for an appeal of a District Court ruling affecting land use planning for every city in Nevada. If the ruling withstands appeal to the Nevada Supreme Court, virtually all regulatory land development processes available to Nevada cities would be unconstitutional.
14. **For Possible Action:** Discussion and Possible Action to stop Utility billing for Lisa Suttor at 308 Paul Street as she does not use the service and therefore should not receive a billing.
15. **Public Comments** – No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken.
16. **No Action Will Be Taken** - Department Reports and City Manager Reports, with Possible Council Comments and Discussion Only, as follows:
- A. City Attorney Report
 - B. Chief of Police Report
 - C. Public Works Director Report

- D. Building Inspector Report
- E. City Manager Report
- F. City Clerk Report
- G. Mayor and Council Comments

17. Adjournment.

Supporting material is available from City Clerk, Sheema D. Shaw, located at City Hall, 14 E. Goldfield Avenue, Yerington, NV 89447, (775) 463-3511 or go to www.yerington.net. For questions regarding this agenda, please contact City Clerk Sheema D. Shaw.

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 City Clerk at 775-463-3511 in advance so that arrangements may be made.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Mail your completed complaint form or letter to the U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; or fax to (202) 690-7442 or email at program.intake@usda.gov.

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Avenue, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net on the 4th day of January, 2023, in compliance with NRS 241.020.



Sheema D. Shaw, City Clerk
City of Yerington

1-4-2023
Date

ITEM

#5

Yerington City Council Meeting
December 12, 2022 at 10:00 a.m. – City Hall

The regular meeting of the Yerington City Council was held in the Council Chambers at 10:00 a.m. with the following present:

Mayor John J. Garry
Council Members Jerry Bryant, Matthew Galvin, and Shane Martin (Via Telephone)
City Manager Robert Switzer
City Attorney Chuck Zumpft
City Clerk Sheema D. Shaw
Chief of Police Darren Wagner
Public Works Director Jay Flakus
Building Inspector Joel Brown
Grants Administrator Angela Moore

Absent: Councilman Frank Pizzo

Guests: Mr. Matt Van Dyne, Mr. David Ray, Ms. Lisa Sutter, Mr. Jim Sciarani, Fire Chief Scott Draper, and Mr. Burt Bryan

The meeting was called to order within the James Sanford Community Center and roll call was reported by Mayor Garry. The Pledge of Allegiance was led by Mayor Garry.

Public Participation

Mayor Garry asked for comments and no comments were made at this time.

Official Oath/Swearing in of Council Members Matthew Galvin, Shane Martin and Frank Pizzo.

Mayor Garry stated two council members are not present and will be postponed to the first CC meeting in January.

Agenda Approval

Mayor Garry stated the agenda would be approved as presented unless there were any objections or corrections. City Manager Switzer stated agenda item number twelve and thirteen need to be delayed for the applications from Ms. Kathleen Knight and Mr. Dave Snelgrove with the recommendation from the Yerington Planning Commission. Mayor Garry stated the agenda was approved as presented with the modifications of agenda items number twelve and thirteen to be delayed for the first meeting in January and the motion was approved unanimously.

Minutes

Mayor Garry stated the minutes from prior meeting dated November 14, 2022 would be approved unless there were any objections or corrections. Mayor Garry stated the minutes from prior meeting dated November 14, 2022 were approved as presented and the motion was approved unanimously.

New, Renewal and Name Change Business License Applications

- A. Steven Lewis dba Steven Lewis, General Printing (business forms, etc.), 106 Chateau Way, Yerington, NV 89447 – New
- B. Robert & Richard Gardner dba Gardner Mechanical Services, Inc., HVAC/Mechanical Contractor, 270 E. Parr Blvd., Reno, NV 89512 – New
- C. Antonio Garcia Solano dba Tony's Handyman Service, Handyman Services, 301 N. Center St., Yerington, NV 89447 – New
- D. James Smith dba Smith Mechanical, Inc., Plumbing Contractor, 1848 Frazer Ave., Sparks, NV 89431 – New
- E. Jose Garcia dba Elite Roof Systems & Solutions, LLC., Roof Installation/Replacement, 507 Summer St., Fernley, NV 89408 – Renewal
- F. Adrian Pelayo dba Osmar & Doris Jumper, Bounce House Rentals, 622 Mason Dr., Yerington, NV 89447 - New

Mayor Garry stated the business license applications, A. through F. would be approved as presented unless there were any objections or corrections. Mayor Garry stated no objections were made at this time and the business license applications, A. through F. were approved unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

| | | |
|-------------------------|------------|---------------------------|
| Accounts Payable Checks | 11/15/2022 | 36118 through 36154 |
| | 11/29/2022 | 36157 through 36196 |
| | 12/05/2022 | 36197 through 36210 |
| Payroll Checks | 11/14/2022 | 36112 through 36115 |
| | 11/28/2022 | 36155 |
| Payroll Vouchers | 11/14/2022 | 11172201 through 11172226 |
| | 11/28/2022 | 12012201 through 12012223 |
| Transmittal Checks | 11/14/2022 | 36116 through 36117 |
| | 11/28/2022 | 36156 |
| Transmittal Vouchers | 11/14/2022 | 11142201 |
| | 11/28/2022 | 11282201 |

Mayor Garry stated the bills previously submitted for payment, checks 36112 through 36210 totaling \$176,276.63, and would be approved unless there were any

objections or corrections. Mayor Garry stated no comments were made at this time and the bills previously submitted for payment were approved unanimously.

Approve the application process for additional USDA funding of approximately \$14,000,000.00 to complete another phase of water/sewer infrastructure replacement. Between the estimated original project amount of about \$34,000,000.00 to the present, increased costs of materials and labor caused a portion of the project to be excluded. USDA has indicated there are additional funds available for a low interest rate, or there could be a potential of 75% grant opportunities for this additional project. Any final determination on a loan/grant application would be brought to the Council for further action.

City Manager Switzer stated the City is considering applying for additional funding for the Water and Sewer Project. The costs for the project have increased and the entire city limits were not included with the original project. The City is under no obligation if City Council wishes not to proceed. Mr. Matt Van Dyne with Farr West Engineering is available to answer any questions.

Mr. Van Dyne stated inflationary factors were included within the costs and the most critical elements were included within this phase of the project. The additional funding offers a chance of 75% grant funding and a lower interest rate.

Councilman Galvin time asked about the time frame for completion for phase two and if Q&D Construction would be the contractor again. Mr. Van Dyne stated the City would need to go out to bid and could possibly get a different contractor. If a bid is received in late spring, construction can then start sometime in summer. Councilman Bryant asked if water work will be completed for the entire city and if sewer work still not included in the project. Mr. Van Dyne stated there are some funding restrictions, but the City is focused on the three backbones; Mountain View Street, Main Street and Oregon Street with having the deepest sewer pipes. Councilman Bryant confirmed that the City is asking permission to pursue the additional funding, then City Council will reassess once a price is determined by USDA. City Manager Switzer stated Mayor Garry will sign the document if City Council wishes to move forward but a decision will not be determined until funding options are provided then City Council can make a final decision.

Councilman Galvin made a motion to accept item number eight as presented, seconded by Councilman Bryant. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Acceptance of the FY2021-2022 Audit by Sciarani & Co., 30 Broadway Avenue, Yerington, NV. Mr. Sciarani will make a presentation summarizing the results of the audit.

Mr. Jim Sciarani with Sciarani & Co. provided a presentation to the FY2021-2022 Audit for the City of Yerington.

Mr. Sciarani stated page seventy-six shows the ten-year trends for the City. A good increase is present in the General Fund and an overview of the funds is provided on page seventeen.

Councilman Bryant stated the expenditures have increased by \$780,000.00 because of the ARPA funds and are there any concerning points? Mr. Sciarani stated the City is required to take part in the Single Audit Act due to receiving over \$750,000.00 in federal awards, but there are no violations within the General Fund.

Mr. Sciarani stated page sixty-six is the Water Fund, which was overspent and includes a loss of \$534,696.00. City Manager Switzer stated the City set the utility rates and gradual increases will be performed. One to two more years will show a deficit in spending. Councilman Bryant asked if the City increased the rates this July 1st? City Manager Switzer stated yes. Mr. Sciarani stated page seventy is the Sewer Fund, which was also overspent. Mr. Sciarani stated special testing was performed on all of the grant programs with no findings. The Water and Sewer Project, USDA, and ARPA were all tested and the findings provided a clean single audit opinion. The City is very financially healthy with rate increases forthcoming.

Mayor Garry asked if the City was in legal compliance. Mr. Sciarani stated yes, the City receives a small violation for a fund that is overspent. City Manager Switzer stated he will compose a letter to the Department of Taxation to address the violations.

Councilman Bryant made a motion to accept agenda item number nine, seconded by Councilman Martin. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Discussion on the current FS-10 Financial Statement, July-November 2022.

City Manager Switzer stated the financial statement for discussion is from July 1, 2022 through November 30, 2022. Page four is the General Fund showing a deficit in revenues over expenditures. Page six shows a budget of \$40,000.00 for the Yerington Paiute Tribe Dispensary and the City has received \$46,930.00. With five months into the fiscal year, the total fund is operating at around 42%, Police Department at 43%, City Hall at 40.7%, Municipal Court at 47%, the Airport at 69.5%, Park and Recreation at 33.2%, Building Department at 38.1%, and Animal Control at 27.3%. The City anticipates a positive trend but a deficit in spending at the end of the fiscal year.

City Manager Switzer stated page nineteen is the Sewer Fund in a positive position. The Special Revenue Fund on page twenty-nine shows the ARPA money received for second allocation to the City.

Action items to improve pedestrian safety around school campuses. Pursuant to recommendations from a recent Public Safety meeting, several steps have been discussed including raised crosswalks (speed bumps), additional crosswalks, and additional stop sign(s).

City Manager Switzer stated the City should consider some of the suggested safety measures to help with the traffic speed in the school zones by purchasing additional stop signs to help control the speeds.

Public Works Director Flakus stated the raised crosswalks are about \$16,000.00 each. The signs and posts are very minimal costs. The mid-street gate on California Street and the back of Oregon Street should have raised crosswalks for the safety of the children getting dropped off at the school. Littell Street and California Street will also have the additional stop signs. Councilman Galvin asked if the raised crosswalk will be placed by the office on Pearl Street. Public Works Director Flakus stated the raised crosswalks on Pearl Street will need to be approved by Fire Chief Scott Draper and Chief of Police Darren Wagner. The raised crosswalks provide a unsafe route for fire engines and is not recommended since extra engineering would need to be in place.

City Manager Switzer stated if City Council decides to move forward, the cost for signage and two raised crosswalks with engineering will cost around \$40,000.00. Public Works Director Flakus stated the stop signs can go in right now, but the crosswalks need to be repaved first which will be completed during the Water and Sewer Project.

City Manager Switzer stated an unobligated amount of about \$200,000.00 from ARPA funding could be used for some additional safety measures at the school. The Regional Transportation Commission (RTC) could be used and the City will see if they can contribute in some way.

Councilman Bryant made a motion to approve agenda item number eleven for the raised crosswalks at the Yerington Elementary School at Littell Street and California Street and at Oregon Street with funding to be provided by ARPA, seconded by Councilman Martin. Mayor Garry stated Mr. Dave DeGrendele, a community member, provided a comment which Mayor Garry will read, the roads are torn up along Kathy Avenue and Cartwright and should be the contractor's responsibility and expense to use the heavy equipment and water to correct. City Manager Switzer reached out to the Lyon County School District's superintendent and they are 100% behind the safety project. Mayor Garry asked for further comments, no comments were made and the motion was approved unanimously.

Recommendation from the Yerington Planning Commission: Kathleen Knight and Dave Snelgrove of CFA, Inc., on behalf of Brodie Priestly, are proposing a developer's agreement application with APN 001-643-01 (Grand Estates Phase II).

Mayor Garry stated agenda item number twelve was delayed for the first meeting in January.

Recommendation from the Yerington Planning Commission: Kathleen Knight and Dave Snelgrove of CFA, Inc., on behalf of Brodie Priestly, are proposing a tentative subdivision map application with APN 001-643-01 (Grand Estates Phase II).

Mayor Garry stated agenda item number thirteen was delayed for the first meeting in January.

Recommendation from the Yerington Planning Commission Board: AT&T Mobility, C/O Carl Jones (AT&T Agent), on behalf of Stephen E. Aiazzi is proposing a special use permit application with APN 001-059-02, for construction of a communications tower. The tower addition will provide better service for AT&T customers along with utilization of the new FastNet communication services for local law enforcement agencies. The issuance of the permit should be conditional on FAA approval and sign off.

City Manager Switzer stated the City requests to approve the installation of a single tower with AT&T and by recommendation by the Yerington Planning Commission. The tower will increase the AT&T service and ability to help out the local law enforcement agencies. AT&T will need to apply for a Special Use Permit and should be conditional with the Federal Aviation Administration (FAA) approval. Councilman Galvin asked if the service will be FirstNet or FastNet. City Manager Switzer stated it should have read as FirstNet. Councilman Bryant asked if an additional tower will be located at the Yerington Municipal Airport. City Manager Switzer stated no, the new tower would be located at 400 North Main Street.

Councilman Bryant made a motion to approve agenda item number fourteen as presented, conditional on FAA approval and include cooperation that there is no interference with the surrounding towers and local communication, seconded by Councilman Galvin. Mayor Garry asked for comments. Mr. Burt Bryan with Walker River Irrigation District stated the tower could cause interference with their system and could lead to an issue with operating all the control valves. Mayor Garry asked for further comments, no comments were made and the motion was approved unanimously.

Discussion on the Administrative Office of the Courts requirement that all courts obtain a case management system (CMS) that is compliant with the State reporting requirement.

City Clerk Shaw stated the City was informed last week by Judge Cheri Emm-Smith that a new system needs to be in place by January of 2023. Not a lot of details are available at this time but the new system is required by the Administration Office of the Courts (AOC). A cost is not available at this time and the first two years are free of charge. The system may or may not require licensing but the users will need to have their own logins. More discussion needs to take place soon and approval will be needed by City Council when more information is available. The AOC has not made any final determinations as of yet.

City Attorney Zumpft added that the legislature has changed a lot with changes to both criminal and civil cases. Councilman Bryant asked if the new system is also the same system that most other municipalities use. City Clerk Shaw stated all other municipalities use Court View. Some changes need to occur with the financial end and everything will need to be on the global platform.

Approve funding by Change Order to pave additional streets including Oregon, Pearl, Broadway, and Kathy in the projected amount of \$307,209.60. Funding would be from available RTC and ARPA funds.

City Manager Switzer stated rising costs have increased the estimate amount to about \$332,178.00 with cost per square feet. The cost includes full street repaving east of Oregon Street, Broadway Avenue, Pearl Street, and Kathy Avenue. Councilman Bryant asked if the repaving will be additional or will the streets be dug up again and repaved. Public Works Director Flakus stated Broadway Avenue is a full pave and a trench will not need to be dig up. Kathy Avenue is a road where the damage was so great, the full road needs to be replaced. The City could add Cartwright to the paving but would need to find out a cost first. Councilman Galvin suggested to put the decision off until an estimate is received for Cartwright. Public Works Director Flakus stated the price is currently reserved. City Manager Switzer stated City Council could act on the item and maybe add another \$25,000.00 to pave Cartwright as well.

Councilman Bryant made a motion to approve agenda item number sixteen to repave all streets for the amount of \$332,178.00 and to include authority to repave Cartwright with a total amount of \$358,000.00 or less or \$332,178.00 if Cartwright is not included, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made and the motion was approved unanimously.

Approve funding by Change Order for installation of new pump assemblies for wastewater discharge from the Waste Water Treatment Plant. The current pumps need replacement due to age and deterioration. The estimated amount would be \$184,000.00 by Q&D Construction of Sparks, NV. Funding would be from Sewer contingency funds.

Public Works Director Flakus stated the line from the Waste Water Treatment Plant to the Cinnamon Pond is a natural gravity flow. Dual effluent pumps will move more water downstream once installed. The previous pumps were installed in 1994 and have now corroded slowly over the years with the gases, which is causing the support structure to fail and is in really bad shape. Councilman Bryant asked if the shelf life is about fifteen years. Public Works Director Flakus stated yes, about that time or possibly sooner.

Councilman Galvin made a motion to accept item number seventeen as presented, seconded by Councilman Bryant. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Approve funding by Change Order for installation of a signal pedestrian crosswalk at the corner of Pearl and Main Streets in the amount of \$71,200.00. The project would be paid from ARPA funds and donations by private individuals.

City Manager Switzer stated a lighted pedestrian crosswalk took a while for the Nevada Department of Transportation (NDOT) to approve of the permit and the cost has now increased. The starting cost was about \$50,000.00 and is now up to \$71,000.00.

Councilman Galvin asked what amount the City put aside for this project. City Manager Switzer stated about \$27,000.00 to about \$28,000.00 is set aside. The City will reach back out to the individuals who planned on donating and see if those amounts are still available.

Councilman Bryant made a motion to accept agenda item number eighteen conditional on the private donations to bring the amount back down to \$62,000.00, seconded by Councilman Galvin. Mayor Garry asked if the project is stopped if the donations are not received? City Manager Switzer stated the City could bring the item back in January to approve of the private individuals amounts first then come back with a final figure. Councilman Bryant asked if the project is halted, could there possibly be another increase of more than \$71,200.00. City Manager Switzer stated it is definitely a possibility, yes and the project would be good to have the community buy in.

Mayor Garry stated the agenda item is tabled until the first meeting in January and asked for comments with no comments made at this time.

Public Participation

Ms. Lisa Sutter stated she purchased a house at 308 Paul Street without knowing about the Water and Sewer Project and has some issues with the billing. City Manager Switzer asked for Ms. Sutter to meet with him after the City Council meeting and to provide her name, address and telephone number to provide more help. Mayor Garry agreed that Ms. Sutter should make arrangements to see City Manager Switzer.

Mayor Garry asked for comments and no comments were made at this time.

Department Reports

City Attorney Zumpft stated happy holidays to you and yours.

Chief of Police Wagner stated the 2023 Tahoe's are here and needs to be upfitted. The Police Department is waiting on one background check then if hired, the Police Department will be at full staff. The Police Department needs to new AT&T tower for their local communication. The three way stop on Pearl Street and California Street should not be changed prior to it being paved, which would cause an issue with safety.

Public Works Director Flakus stated he does not believe the AT&T tower will cause interference at all with the other communications. The Public Works Department is hiring a new Public Works Assistant and a Public Works Clerk.

Building Official Brown stated Merry Christmas.

City Manager Switzer stated the PAPI's and REIL's Project will start in early January.

City Clerk Shaw stated after January 1st, the financial disclosures are due before January 15th. City Council training will also be held on January 23rd.

Councilman Bryant would like to extend gratitude to all City staff and their efforts for the Small-Town Christmas event.

Mayor Garry stated he is joyous and impressed with the City staff and was so pleased with the festivities. Happy holidays, Merry Christmas and Happy New Year's to everyone.

There being no further business, the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

City Clerk of the City of Yerington

ITEM

#6

| NEW BUSINESS LICENSE APPLICATIONS SUBMITTED TO THE CITY COUNCIL ON JANUARY 09,2023 | | | | | | | | | | | |
|--|---|--------------------------------|--|--------------------|----------|------|-----|---|---|---|-----|
| | APPLICANT(S) | BUSINESS NAME | LOCATION | NATURE OF BUSINESS | COMMENTS | TYPE | H | F | B | S | BBB |
| A | Allen W. Fink, Vice President/Chief Medical Officer | Carson Tahoe Physicians Clinis | 306 Surprise Street Yerington, NV 89447 | Medical Office | Renewal | P | N/A | x | x | x | N/A |
| B | | | | | | | | | | | |
| C | | | | | | | | | | | |
| D | | | | | | | | | | | |
| E | | | | | | | | | | | |
| F | | | | | | | | | | | |
| | | | | | | | | | | | |

updated 12/30/2022 11:17 AM

BUSINESS NAME: CARSON TAHOE MEDICAL GROUP

FEE CALCULATION INFORMATION: (No fees are refundable)

\$ 20.00

Application Fee:

Choose One:

- ☐ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
☐ Single Project -- Single job to be completed within one year. (\$50.00 Fee)

\$

\$

\$ 20.00

TOTAL FEES PAID:

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official -- Attach comment page if necessary.

- Public Works**
 Phone: 775-463-3511
 Soel 775-309 5457

Approved ☒ Denied ☐

ZONING: ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-C ☐ C-1 ☐ C-2 ☐ M-1 ☐ N/A ☒ (H2)
 Compliance (yes) (no)

Does business comply with existing zoning and current codes? ☒

Date: 12-14-2022
 Date: 10/31/22

Building Inspector: [Signature]
 Public Works Director: [Signature]
- Fire Department**
 Phone: 775-463-2261

Approved ☒ Denied ☐

Date: _____
 Date: 11-16-22

Fire Inspector: [Signature]
 Fire Chief: [Signature]
- Nevada Health Dept.**
 Phone: 775-684-4200

Approved ☐ Denied ☐

Date: _____

Inspector: _____
- Police Department**
 Phone: 775-463-2333

Approved ☒ Denied ☐

Date: 11-14-2022

Police Chief: [Signature]
- City Clerk**

Approved ☒ Denied ☐

Date: 1-3-2022

City Clerk: [Signature]
- City Council Approval**

Approved ☐ Denied ☐

Date: _____

Mayor: _____

Check List: (official use)

State Business License
 Employee Insurance

☒ YES ☐ NO ☐ N/A
☒ YES ☐ NO ☐ N/A



ITEM

#7

1. Possible Action to Revoke Business Licenses Due to Non-Payment for 2nd QTR April – June 2022

- A. Jennifer Cheri Rios and Artemio Rios Cruz dba Rios Ranch Organic, 2588 State Route 208, Smith Valley, NV 89430
- B. Emily Burns dba Homeslice, LLC. dba Round Table Pizza, 174 W. Goldfield Ave., Yerington, NV. 89447
- C. Michael R. Brown dba Priority 1 Services, 115 Belmont Street, Yerington, NV 89447
- D. Frank Cruz Torres dba Premium Lawn and Landscapes, 9920 Highball Court, Sparks, NV 98441
- E. Erik and Brett Haslem dba Brad Haslem, Inc., 1175 East 2000 South, Vernal, UT 84078
- F. Kenneth Williams dba Titan Solar Power, Inc., 3570 W. Post Rd., Mesa, AZ 85210
- G. Sergio Rodriguez-Perez dba Alpha & Omega Energy Services, LLC. dba SunVolt, 4350 Arville St., Suite 400, Las Vegas, NV 89104
- H. Heriberto A. Jurado dba Top Knotch Installs, 605 Clemens Ave., Dayton, NV 89403

Original Affidavit sent JUNE 20, 2022

If there is no one available to sign for the letter an orange notice is left in the owner's mail box / P.O. Box, to let them know they have a certified letter waiting for their signature. If not picked up a second notice is sent 5-6 days later. A final notice is sent 10-11 days from original mailing date. If letter is not picked up by the 15th day the letter is returned to sender.

ITEM

#8

CITY OF YERINGTON

Report Criteria:

Report type: Invoice detail

Check Type = {<-> "Adjustment"

Check Register - BIG Council report
Check Issue Dates: 12/6/2022 - 1/2/2023

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|------------------------|-------------------|------------------------|-----------------------|-------------------|-----------------|
| 36218 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36218 | 1868 | AT & T LONG DISTANCE | 1177060529 | LONG DISTANCE | 03-54-25-7033 | 10.08 | 10.08 |
| 12/22 | 12/12/2022 | 36218 | 1868 | AT & T LONG DISTANCE | 2175889611 | LONG DISTANCE | 03-54-25-7033 | 1.68 | 1.68 |
| 12/22 | 12/12/2022 | 36218 | 1868 | AT & T LONG DISTANCE | 277506555 | LONG DISTANCE | 03-54-25-7033 | 2.05 | 2.05 |
| Total 36218: | | | | | | | | | 13.81 |
| 36219 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36219 | 1146 | CASELLE, INC. | 121267 | Support Contract | 03-54-25-7011 | 1,756.00 | 1,756.00 |
| Total 36219: | | | | | | | | | 1,756.00 |
| 36220 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36220 | 1170 | CHARTER COMMUNICATIONS | 013352311282 | CH-INTERNET | 01-51-14-7033 | 299.98 | 299.98 |
| Total 36220: | | | | | | | | | 299.98 |
| 36221 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36221 | 1182 | CITY OF YERINGTON | 12122022 | CITY HALL - PETTY CASH | 01-51-14-7011 | 1,000.00 | 1,000.00 |
| Total 36221: | | | | | | | | | 1,000.00 |
| 36222 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36222 | 1232 | D & S WASTE REMOVAL | 221130390000 | WASTE REMOVAL | 02-54-25-7049 | 1,165.49 | 1,165.49 |
| Total 36222: | | | | | | | | | 1,165.49 |
| 36223 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36223 | 1324 | FARR WEST ENGINEERING | 18425 | AIRPORT MASTER PLAN | 08-14-27-8081 | 3,447.50 | 3,447.50 |
| Total 36223: | | | | | | | | | 3,447.50 |
| 36224 | | | | | | | | | |
| 12/22 | 12/12/2022 | 36224 | 1324 | FARR WEST ENGINEERING | 18601 | AIRPORT MASTER PLAN | 08-14-27-8081 | 16,211.12 | 16,211.12 |

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| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|------------------------------------|-------------------|-----------------------|-----------------------|-------------------|-----------------|
| Total 36224: | | | | | | | | | |
| 36225 | 12/22 | 12/12/2022 | 36225 | 1324 FARR WEST ENGINEERING | 18608 | PAPI & REIL REPLACEME | 08-14-36-8089 | 450.00 | 450.00 |
| Total 36225: | | | | | | | | | |
| 36226 | 12/22 | 12/12/2022 | 36226 | 1324 FARR WEST ENGINEERING | 18668 | MUNICIPAL AIRPORT | 01-55-27-7027 | 510.00 | 510.00 |
| Total 36226: | | | | | | | | | |
| 36227 | 12/22 | 12/12/2022 | 36227 | 1324 FARR WEST ENGINEERING | 18679 | GENERAL ENGINEERING | 08-14-27-8101 | 2,368.30 | 2,368.30 |
| Total 36227: | | | | | | | | | |
| 36228 | 12/22 | 12/12/2022 | 36228 | 1324 FARR WEST ENGINEERING | 18967 | PAPI & REIL REPLACEME | 08-14-36-8089 | 60.00 | 60.00 |
| Total 36228: | | | | | | | | | |
| 36229 | 12/22 | 12/12/2022 | 36229 | 6270 FREEDOM MAILING SERVICES, INC | 44224 | UTILITY BILLING | 03-54-25-7011 | 1,068.89 | 1,068.89 |
| Total 36229: | | | | | | | | | |
| 36230 | 12/22 | 12/12/2022 | 36230 | 6587 HEALTHY COMMUNITIES COALITION | 4 | GRANT REQUEST | 08-14-27-8101 | 235.00 | 235.00 |
| Total 36230: | | | | | | | | | |
| 36231 | 12/22 | 12/12/2022 | 36231 | 2034 JIM MENESINI PETROLEUM, LLC | 290883 | PW- FUEL | 02-54-25-7049 | 3,615.60 | 3,615.60 |
| Total 36231: | | | | | | | | | |

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| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|-----------|-----------------------------|--------------|-----------------------|-------------------|-----------------|
| 36232 | 12/22 | 12/12/2022 | 36232 | 2034 | JIM MENESINI PETROLEUM, LLC | 290884 | PD, FUEL | 01-52-20-7049 | 2,265.74 |
| Total 36232: | | | | | | | | | 2,265.74 |
| 36233 | 12/22 | 12/12/2022 | 36233 | 1566 | LYON COUNTY CLERK TREASURER | W/C NOV 202 | W/C SEWER - INT | 23-54-25-7002 | 9,279.80 |
| Total 36233: | | | | | | | | | 9,279.80 |
| 36234 | 12/22 | 12/12/2022 | 36234 | 1566 | LYON COUNTY CLERK TREASURER | NOV 2022 IT | IT SERVICES | 03-54-25-7011 | 2,000.00 |
| Total 36234: | | | | | | | | | 2,000.00 |
| 36235 | 12/22 | 12/12/2022 | 36235 | 1588 | MARRACCINI PLUMBING | 77717 | SERVICES | 01-51-14-7011 | 60.00 |
| Total 36235: | | | | | | | | | 60.00 |
| 36236 | 12/22 | 12/12/2022 | 36236 | 1588 | MARRACCINI PLUMBING | 77835 | SERVICES | 03-54-25-7043 | 450.00 |
| Total 36236: | | | | | | | | | 450.00 |
| 36237 | 12/22 | 12/12/2022 | 36237 | 1098 | MINDEN LAWYERS, LLC | 7722- NOV 20 | PROFESSIONAL SERVIC | 03-54-25-7030 | 4,847.95 |
| Total 36237: | | | | | | | | | 4,847.95 |
| 36238 | 12/22 | 12/12/2022 | 36238 | 1902 | NV ENERGY | 0475453-1122 | POWER | 03-54-25-7033 | 2,247.69 |
| 12/22 | 12/12/2022 | 36238 | 1902 | NV ENERGY | 0475469-1122 | POWER | POWER | 02-54-25-7033 | 830.87 |
| 12/22 | 12/12/2022 | 36238 | 1902 | NV ENERGY | 317493-1122 | POWER | POWER | 01-54-26-7033 | 42.17 |
| 12/22 | 12/12/2022 | 36238 | 1902 | NV ENERGY | 706659-1122 | POWER | POWER | 02-54-25-7033 | 39.51 |
| Total 36238: | | | | | | | | | 3,160.24 |

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CITY OF VERINGTON

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|-------|-------------------------------|-------------|--------------------------|-------------------|-----------------|
| 36239 | 12/22 | 12/12/2022 | 36239 | 6397 | OVERHEAD FIRE PROTECTION | 210384 | SERVICES | 01-51-14-7011 | 510.00 |
| Total 36239: | | | | | | | | | 510.00 |
| 36240 | 12/22 | 12/12/2022 | 36240 | 1780 | PITNEY BOWES GLOBAL FINANCIAL | 3316621108 | Machine-Quarterly paymen | 03-54-25-7011 | 172.08 |
| Total 36240: | | | | | | | | | 172.08 |
| 36241 | 12/22 | 12/12/2022 | 36241 | 1795 | PUBLIC EMP. BENEFITS PROGRAM | DEC 2022 | POLICE- RETIREE INS. P | 01-52-20-6110 | 1,151.23 |
| Total 36241: | | | | | | | | | 1,151.23 |
| 36242 | 12/22 | 12/12/2022 | 36242 | 1801 | Q & D CONSTRUCTION | CITYFUNDED | CITY FUNDED PROJECT | 01-54-26-9059 | 57,479.94 |
| Total 36242: | | | | | | | | | 57,479.94 |
| 36243 | 12/22 | 12/12/2022 | 36243 | 1801 | Q & D CONSTRUCTION | CITYFUNDED | CITY FUNDED PROJECT | 01-54-26-9059 | 427,821.43 |
| Total 36243: | | | | | | | | | 427,821.43 |
| 36244 | 12/22 | 12/12/2022 | 36244 | 2099 | XPRESS BILL PAY | 69566 | EFT TRANSACTIONS | 03-54-25-7011 | 469.33 |
| Total 36244: | | | | | | | | | 469.33 |
| 36245 | 12/22 | 12/19/2022 | 36245 | 6181 | AFFORDABLE PROPANE | 7044 | PROPANE | 03-54-25-7049 | 161.40 |
| Total 36245: | | | | | | | | | 161.40 |
| 36246 | 12/22 | 12/19/2022 | 36246 | 1976 | AMERICAN LEGAL PUBLISHING | 21962 | HOSTING FEE | 01-51-14-7020 | 500.00 |

CITY OF YERINGTON

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| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|--------------------------------|-------------------|---------------------|-----------------------|-------------------|-----------------|
| Total 36246: | | | | | | | | | |
| 36247 | 12/22 | 12/19/2022 | 36247 | 1031 ARIGONI, ROBERT | JULY-DEC 22 | Planning Commission | 01-51-14-5113 | 25.00 | 25.00 |
| Total 36247: | | | | | | | | | |
| 36248 | 12/22 | 12/19/2022 | 36248 | 1086 BODENSTEIN, ERIC | JULY-DEC 22 | Planning Commission | 01-51-14-5113 | 50.00 | 50.00 |
| Total 36248: | | | | | | | | | |
| 36249 | 12/22 | 12/19/2022 | 36249 | 6095 Bull, Elmer | JULY-DEC 22 | PLANNING COMMISSION | 01-51-14-5113 | 50.00 | 50.00 |
| Total 36249: | | | | | | | | | |
| 36250 | 12/22 | 12/19/2022 | 36250 | 1170 CHARTER COMMUNICATIONS | 01402621192 | WTP-INTERNET | 02-54-25-7033 | 104.99 | 104.99 |
| Total 36250: | | | | | | | | | |
| 36251 | 12/22 | 12/19/2022 | 36251 | 1230 CROWDER, TRAVIS | JULY-DEC 22 | PLANNING COMMISSION | 01-51-14-5113 | 50.00 | 50.00 |
| Total 36251: | | | | | | | | | |
| 36252 | 12/22 | 12/19/2022 | 36252 | 6223 CUMMINS SALES AND SERVICE | 58-18435 | REPAIRS | 02-54-25-7043 | 1,482.40 | 1,482.40 |
| Total 36252: | | | | | | | | | |
| 36253 | 12/22 | 12/19/2022 | 36253 | 1273 DOUGLAS, STEVE | JULY-DEC 22 | PLANNING COMMISSION | 01-51-14-5113 | 50.00 | 50.00 |
| Total 36253: | | | | | | | | | |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|------------------------------|-------------------|-------------------|-----------------------|-------------------|-----------------|
| 36254 | 12/22 | 12/19/2022 | 36254 | 1324 FARR WEST ENGINEERING | R0001.2388-1 | GIS SERVICES | 03-54-25-7027 | 1,225.00 | 1,225.00 |
| Total 36254: | | | | | | | | | 1,225.00 |
| 36255 | 12/22 | 12/19/2022 | 36255 | 2058 FRONTIER | 120722AIR | TELEPHONE | 01-55-27-7033 | 49.06 | 49.06 |
| 12/22 | 12/19/2022 | 36255 | 2058 FRONTIER | | 120722PW | TELEPHONE | 03-54-25-7033 | 110.55 | 110.55 |
| Total 36255: | | | | | | | | | 159.61 |
| 36256 | 12/22 | 12/19/2022 | 36256 | 1383 GRAINGER | 9498834259 | SUPPLIES | 02-54-25-7011 | 299.84 | 299.84 |
| 12/22 | 12/19/2022 | 36256 | 1383 GRAINGER | | 9509635075 | SUPPLIES | 01-54-26-7011 | 1,698.24 | 1,698.24 |
| 12/22 | 12/19/2022 | 36256 | 1383 GRAINGER | | 9520805947 | SUPPLIES | 03-54-25-7011 | 828.13 | 828.13 |
| 12/22 | 12/19/2022 | 36256 | 1383 GRAINGER | | 9523491729 | SUPPLIES | 02-54-25-7011 | 217.39 | 217.39 |
| Total 36256: | | | | | | | | | 3,043.60 |
| 36257 | 12/22 | 12/19/2022 | 36257 | 2212 LAHONTAN PARAMEDICAL | 4124 | MEDICAL SERVICES | 01-52-20-7011 | 50.00 | 50.00 |
| Total 36257: | | | | | | | | | 50.00 |
| 36258 | 12/22 | 12/19/2022 | 36258 | 6610 MONROY DE NIZ, MARICELA | 6 - NOV 2022 | CLEANING SERVICES | 08-14-27-8101 | 2,250.00 | 2,250.00 |
| Total 36258: | | | | | | | | | 2,250.00 |
| 36259 | 12/22 | 12/19/2022 | 36259 | 6652 MONTES-MEZA, GUADALUPE | BONUS 2022 | BONUS PYT | 01-51-14-7011 | 400.00 | 400.00 |
| Total 36259: | | | | | | | | | 400.00 |
| 36260 | 12/22 | 12/19/2022 | 36260 | 1902 NV ENERGY | 312895-1122 | POWER | 03-54-25-7033 | 1,313.82 | 1,313.82 |
| 12/22 | 12/19/2022 | 36260 | 1902 NV ENERGY | | 441484-1122 | POWER | 01-59-35-7033 | 115.11 | 115.11 |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
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| Total 36260: | | | | | | | | | |
| 36261 | 12/22 | 12/19/2022 | 36261 | 1527 O'REILLY AUTOMOTIVE STORES | NOV 2022 | PARTS & SUPPLIES | 03-54-25-7043 | 1,007.84 | 1,007.84 |
| Total 36261: | | | | | | | | | |
| 36262 | 12/22 | 12/19/2022 | 36262 | 6207 Parrott, Lacey | JULY-DEC 22 | PLANNING COMMISSION | 01-51-14-5113 | 25.00 | 25.00 |
| Total 36262: | | | | | | | | | |
| 36263 | 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29328567 | OFFICE SUPPLIES | 03-54-25-7011 | 121.14 | 121.14 |
| 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29328812 | 29328812 | OFFICE SUPPLIES | 01-57-25-7011 | 223.07 | 223.07 |
| 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29348659 | 29348659 | OFFICE SUPPLIES | 01-51-14-7011 | 19.79 | 19.79 |
| 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29350832 | 29350832 | OFFICE SUPPLIES | 03-54-25-7011 | 1,641.55 | 1,641.55 |
| 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29353103 | 29353103 | OFFICE SUPPLIES | 01-51-14-7011 | 14.42 | 14.42 |
| 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29356870 | 29356870 | OFFICE SUPPLIES | 01-53-15-7011 | 44.22 | 44.22 |
| 12/22 | 12/19/2022 | 36263 | 1806 QUILL CORPORATION | 29358066 | 29358066 | OFFICE SUPPLIES | 01-51-14-7011 | 68.24 | 68.24 |
| Total 36263: | | | | | | | | | |
| 36264 | 12/22 | 12/19/2022 | 36264 | 1820 RENNER EQUIPMENT CO. | NOV 2022 | EQUIPMENT | 03-54-25-7011 | 247.06 | 247.06 |
| Total 36264: | | | | | | | | | |
| 36265 | 12/22 | 12/19/2022 | 36265 | 1824 RENO GAZETTE-JOURNAL | 5130542 | LEGAL ADVERTISING | 01-51-14-7026 | 216.94 | 216.94 |
| Total 36265: | | | | | | | | | |
| 36266 | 12/22 | 12/19/2022 | 36266 | 1938 SOUTHWEST GAS CORP | 120722PD | UTILITIES | 01-52-20-7033 | 152.82 | 152.82 |
| Total 36266: | | | | | | | | | |

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| 36267 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36267 | 6462 | TRENCH PLATE RENTAL CO | 541081 | EQUIPMENT | 01-54-26-7011 | 1,719.78 | 1,719.78 |
| Total 36267: | | | | | | | | | 1,719.78 |
| 36268 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36268 | 2016 | ULINE | 156917425 | SUPPLIES | 03-54-25-7043 | 1,068.00 | 1,068.00 |
| Total 36268: | | | | | | | | | 1,068.00 |
| 36269 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36269 | 6505 | WASHINGTON NATIONAL INS. CO | DEC 2022 | LIFE INSURANCE | 00-00-00-2016 | 117.95 | 117.95 |
| Total 36269: | | | | | | | | | 117.95 |
| 36270 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36270 | 1406 | WELLS FARGO BANK-REMIT. CNTR | 120722SHAW | SHEEMA - CREDIT CARD | 01-51-14-7011 | 249.33 | 249.33 |
| Total 36270: | | | | | | | | | 249.33 |
| 36271 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36271 | 1406 | WELLS FARGO BANK-REMIT. CNTR | 120722BOB | BOB-CREDIT CARD | 01-51-14-7011 | 256.44 | 256.44 |
| Total 36271: | | | | | | | | | 256.44 |
| 36272 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22090975 | TESTING | 02-54-25-7050 | 2,353.00 | 2,353.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22100451 | TESTING | 03-54-25-7050 | 739.00 | 739.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22100452 | TESTING | 03-54-25-7050 | 673.00 | 673.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22100913 | TESTING | 02-54-25-7050 | 136.00 | 136.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22100914 | TESTING | 02-54-25-7050 | 119.00 | 119.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22100915 | TESTING | 02-54-25-7050 | 88.00 | 88.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22110104 | TESTING | 02-54-25-7050 | 188.00 | 188.00 |
| 12/22 | 12/19/2022 | 36272 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22110566 | TESTING | 02-54-25-7011 | 148.00 | 148.00 |
| Total 36272: | | | | | | | | | 4,444.00 |
| 36273 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36273 | 2088 | WESTERN NEVADA SUPPLY | NOV 2022 | SUPPLIES | 02-54-25-7011 | 7,157.69 | 7,157.69 |

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| Total 36273: | | | | | | | | | |
| | | | | | | | | 7,157.69 | |
| 36274 | | | | | | | | | |
| 12/22 | 12/19/2022 | 36274 | 2098 | YERINGTON AUTO PARTS | NOV 2022 | REPAIRS & SUPPLIES | 03-54-25-7011 | 1,440.99 | 1,440.99 |
| Total 36274: | | | | | | | | | |
| | | | | | | | | 1,440.99 | |
| 36275 | | | | | | | | | |
| 12/22 | 12/21/2022 | 36275 | 1324 | FARR WEST ENGINEERING | 18672 | WATER & SEWER REHAB | 02-00-00-1580 | 8,410.16 | 8,410.16 |
| 12/22 | 12/21/2022 | 36275 | 1324 | FARR WEST ENGINEERING | 18921 | WATER & SEWER REHAB | 02-00-00-1580 | 21,365.00 | 21,365.00 |
| Total 36275: | | | | | | | | | |
| | | | | | | | | 29,775.16 | |
| 36276 | | | | | | | | | |
| 12/22 | 12/21/2022 | 36276 | 1324 | FARR WEST ENGINEERING | 18672-S | WATER & SEWER REHAB | 03-00-00-1580 | 31,972.06 | 31,972.06 |
| 12/22 | 12/21/2022 | 36276 | 1324 | FARR WEST ENGINEERING | 18921-S | WATER & SEWER REHAB | 03-00-00-1580 | 63,020.75 | 63,020.75 |
| Total 36276: | | | | | | | | | |
| | | | | | | | | 94,992.81 | |
| 36277 | | | | | | | | | |
| 12/22 | 12/21/2022 | 36277 | 1801 | Q & D CONSTRUCTION | APP25WATER | WATER / SEWER REPLA | 02-00-00-1580 | 610,175.65 | 610,175.65 |
| Total 36277: | | | | | | | | | |
| | | | | | | | | 610,175.65 | |
| 36278 | | | | | | | | | |
| 12/22 | 12/21/2022 | 36278 | 1801 | Q & D CONSTRUCTION | APP25SEWE | WATER / SEWER REPLA | 03-00-00-1580 | 532,160.04 | 532,160.04 |
| Total 36278: | | | | | | | | | |
| | | | | | | | | 532,160.04 | |
| 36279 | | | | | | | | | |
| 12/22 | 12/21/2022 | 36279 | 1801 | Q & D CONSTRUCTION | APP26WATER | WATER / SEWER REPLA | 02-00-00-1580 | 584,988.80 | 584,988.80 |
| Total 36279: | | | | | | | | | |
| | | | | | | | | 584,988.80 | |
| 36280 | | | | | | | | | |
| 12/22 | 12/21/2022 | 36280 | 1801 | Q & D CONSTRUCTION | APP26SEWE | WATER / SEWER REPLA | 03-00-00-1580 | 669,346.10 | 669,346.10 |

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| Total 36280: | | | | | | | | | |
| 36281 | 12/22 | 12/22/2022 | 36281 | 1347 FLAKUS, JAY | CHRISTMAS | BONUS | 03-54-25-7011 | 250.00 | 250.00 |
| Total 36281: | | | | | | | | | |
| 36282 | 12/22 | 12/22/2022 | 36282 | 1881 SHAW, SHEEMA | CHRISTMAS | BONUS | 01-51-14-7011 | 250.00 | 250.00 |
| Total 36282: | | | | | | | | | |
| 36283 | 12/22 | 12/22/2022 | 36283 | 2066 WAGNER, DARREN | CHRISTMAS | CHRISTMAS BONUS | 01-52-20-7011 | 250.00 | 250.00 |
| Total 36283: | | | | | | | | | |
| 36288 | 12/22 | 12/27/2022 | 36288 | 6623 ALPINE LOCK AND KEY | 129004 | SERVICES | 02-54-25-7011 | 709.38 | 709.38 |
| Total 36288: | | | | | | | | | |
| 36289 | 12/22 | 12/27/2022 | 36289 | 6607 AMAZON CAPITAL SERVICES | 1VYL-96YM-4 | SUPPLIES | 03-54-25-7041 | 1,721.85 | 1,721.85 |
| Total 36289: | | | | | | | | | |
| 36290 | 12/22 | 12/27/2022 | 36290 | 6327 AUTODESK, INC. | 2023 RENEW | RENEWAL | 03-54-25-7041 | 2,965.00 | 2,965.00 |
| Total 36290: | | | | | | | | | |
| 36291 | 12/22 | 12/27/2022 | 36291 | 6409 CANON FINANCIAL SERVICES, INC. | 28649770 | PRINTER USAGE | 01-52-20-7041 | 1,025.76 | 1,025.76 |
| Total 36291: | | | | | | | | | |

Check Register - BIG Council report
Check Issue Dates: 12/6/2022 - 1/2/2023

CITY OF YERINGTON

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|------------------------|-------------------|----------------------|-----------------------|-------------------|-----------------|
| 36292 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36292 | 1148 | CASHMAN EQUIPMENT | INWO1556040 | PARTS | 02-54-25-7043 | 4,449.20 | 4,449.20 |
| Total 36292: | | | | | | | | | 4,449.20 |
| 36293 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36293 | 1169 | CHAPARRAL AUTO BODY | 360 | SERVICES | 02-54-25-7044 | 977.82 | 977.82 |
| Total 36293: | | | | | | | | | 977.82 |
| 36294 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36294 | 1170 | CHARTER COMMUNICATIONS | 013772212142 | PD- INTERNET | 01-52-20-7033 | 159.98 | 159.98 |
| Total 36294: | | | | | | | | | 159.98 |
| 36295 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36295 | 1324 | FARR WEST ENGINEERING | R2001,1047-1 | GENERAL ENGINEERING | 02-54-25-7027 | 737.50 | 737.50 |
| Total 36295: | | | | | | | | | 737.50 |
| 36296 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36296 | 1383 | GRAINGER | 9491960889 | EQUIPMENT | 03-54-25-7043 | 2,753.95 | 2,753.95 |
| 12/22 | 12/27/2022 | 36296 | 1383 | GRAINGER | 9527906896 | EQUIPMENT | 03-54-25-7011 | 202.63 | 202.63 |
| 12/22 | 12/27/2022 | 36296 | 1383 | GRAINGER | 9532450310 | EQUIPMENT | 01-51-14-7011 | 22.89 | 22.89 |
| 12/22 | 12/27/2022 | 36296 | 1383 | GRAINGER | 9543304019 | EQUIPMENT | 03-54-25-7011 | 516.55 | 516.55 |
| Total 36296: | | | | | | | | | 3,496.02 |
| 36297 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36297 | 1633 | GUARDIAN- DENTAL | JAN 2023 | DENTAL INSURANCE | 00-00-00-2023 | 1,360.06 | 1,360.06 |
| Total 36297: | | | | | | | | | 1,360.06 |
| 36298 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36298 | 1948 | GUARDIAN- LIFE | JAN 2023 | HOSPITAL INS. - LIFE | 00-00-00-2023 | 403.00 | 403.00 |
| Total 36298: | | | | | | | | | 403.00 |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|---------------------|-----------------|------------------|--------------------------------|-------------------|-----------------------|-----------------------|-------------------|-----------------|
| 36299 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36299 | 6655 | HOUGHTON, CHRIS | 22-644 | INTERPRET - AGUIRRE/S | 01-53-15-7013 | 300.00 | 300.00 |
| 12/22 | 12/27/2022 | 36299 | 6655 | HOUGHTON, CHRIS | 22-645 | INTERPRET- AGUIRRE/S | 01-53-15-7013 | 300.00 | 300.00 |
| Total 36299: | | | | | | | | | 600.00 |
| 36300 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36300 | 6653 | INGRAM, CHARLES | 11963925 | REFUND DEPOSIT | 02-00-00-2230 | 42.44 | 42.44 |
| Total 36300: | | | | | | | | | 42.44 |
| 36301 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36301 | 1536 | LAW OFFICES OF CHERI EMM-SMITH | DEC 2022 | Judge Services | 01-53-15-7131 | 2,250.91 | 2,250.91 |
| 12/22 | 12/27/2022 | 36301 | 1536 | LAW OFFICES OF CHERI EMM-SMITH | NOV 2022 | Judge Services | 01-53-15-7131 | 2,250.91 | 2,250.91 |
| Total 36301: | | | | | | | | | 4,501.82 |
| 36302 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36302 | 1566 | LYON COUNTY CLERK TREASURER | NOV 2022 | GENETIC MARKER | 01-00-00-2312 | 107.27 | 107.27 |
| Total 36302: | | | | | | | | | 107.27 |
| 36303 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36303 | 1598 | MASON VALLEY BEEKEEPERS | RM TAX JULY- | ROOM TAX REIMBURSE | 08-14-25-8080 | 5,000.00 | 5,000.00 |
| Total 36303: | | | | | | | | | 5,000.00 |
| 36304 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36304 | 1621 | MCMASTER-CARR | 87751916 | EQUIPMENT | 03-54-25-7043 | 717.13 | 717.13 |
| 12/22 | 12/27/2022 | 36304 | 1621 | MCMASTER-CARR | 87759062 | EQUIPMENT | 03-54-25-7043 | 227.49 | 227.49 |
| Total 36304: | | | | | | | | | 944.62 |
| 36305 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36305 | 1642 | MSC INDUSTRIAL SUPPLY CO. | 63741506 | EQUIPMENT | 02-54-25-7011 | 401.64 | 401.64 |
| 12/22 | 12/27/2022 | 36305 | 1642 | MSC INDUSTRIAL SUPPLY CO. | 66347266 | EQUIPMENT | 03-54-25-7043 | 100.08 | 100.08 |
| 12/22 | 12/27/2022 | 36305 | 1642 | MSC INDUSTRIAL SUPPLY CO. | 66887076 | EQUIPMENT | 03-54-25-7043 | 181.13 | 181.13 |

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 12/6/2022 - 1/2/2023

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|--------------|------------------|--------------|--------------------------------|----------------------------------|----------------|----------------------|--------------------|----------------|--------------|
| Total 36305: | | | | | | | | | |
| 36306 | 12/22 | 12/27/2022 | 36306 | 6522 NEVADA AVIATION ASSOCIATION | 587 | ANNUAL FEES | 01-55-27-7018 | 50.00 | 50.00 |
| Total 36306: | | | | | | | | | |
| 36307 | 12/22 | 12/27/2022 | 36307 | 1806 QUILL CORPORATION | 29321401 | OFFICE SUPPLIES | 02-54-25-7011 | 150.64 | 150.64 |
| 12/22 | 12/27/2022 | 36307 | 1806 QUILL CORPORATION | 29450314 | 29450314 | OFFICE SUPPLIES | 03-54-25-7011 | 260.16 | 260.16 |
| 12/22 | 12/27/2022 | 36307 | 1806 QUILL CORPORATION | 29510648 | 29510648 | OFFICE SUPPLIES | 01-52-20-7011 | 12.95 | 12.95 |
| 12/22 | 12/27/2022 | 36307 | 1806 QUILL CORPORATION | 29510723 | 29510723 | OFFICE SUPPLIES | 01-52-20-7011 | 293.42 | 293.42 |
| 12/22 | 12/27/2022 | 36307 | 1806 QUILL CORPORATION | 29539899 | 29539899 | OFFICE SUPPLIES | 01-52-20-7011 | 12.95 | 12.95 |
| 12/22 | 12/27/2022 | 36307 | 1806 QUILL CORPORATION | 29540902 | 29540902 | OFFICE SUPPLIES | 03-54-25-7011 | 26.60 | 26.60 |
| Total 36307: | | | | | | | | | |
| 36308 | 12/22 | 12/27/2022 | 36308 | 6212 RALEY'S | NOV 2022 | SUPPLIES | 02-54-25-7011 | 830.80 | 830.80 |
| Total 36308: | | | | | | | | | |
| 36309 | 12/22 | 12/27/2022 | 36309 | 1968 STATE TREASURER'S OFFICE | NOV 2022 | STATE PERM SCHOOL FI | 01-17-00-3177 | 782.94 | 782.94 |
| Total 36309: | | | | | | | | | |
| 36310 | 12/22 | 12/27/2022 | 36310 | 6450 WALTHER LAW OFFICES, PLLC | DEC 2022 | ATTORNEY SERVICES | 01-53-15-7031 | 2,000.00 | 2,000.00 |
| 12/22 | 12/27/2022 | 36310 | 6450 WALTHER LAW OFFICES, PLLC | NOV 2022 | NOV 2022 | ATTORNEY SERVICES | 01-53-15-7031 | 2,000.00 | 2,000.00 |
| Total 36310: | | | | | | | | | |
| 36311 | 12/22 | 12/27/2022 | 36311 | 6654 WEBB, DONALD | MT21141 | BAIL REFUND | 01-00-00-2226 | 1,785.00 | 1,785.00 |
| Total 36311: | | | | | | | | | |

Check Register - BIG Council report
Check Issue Dates: 12/6/2022 - 1/2/2023

CITY OF YERINGTON

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Invoice Number | Description | Invoice GL Account | Invoice Amount | Check Amount |
|---------------|---------------------|-----------------|------------------|------------------------------|-------------------|----------------------|-----------------------|-------------------|-----------------|
| 36312 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36312 | 1406 | WELLS FARGO BANK-REMIT. CNTR | 120722WAG | DARREN - CREDIT CARD | 01-52-20-7011 | 211.84 | 211.84 |
| Total 36312: | | | | | | | | | 211.84 |
| 36313 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36313 | 1406 | WELLS FARGO BANK-REMIT. CNTR | 110622BECK | DENNIS - CREDIT CARD | 02-54-25-7011 | 237.03 | 237.03 |
| Total 36313: | | | | | | | | | 237.03 |
| 36314 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36314 | 1406 | WELLS FARGO BANK-REMIT. CNTR | 120722BECK | DENNIS - CREDIT CARD | 02-54-25-7011 | 1,691.39 | 1,691.39 |
| Total 36314: | | | | | | | | | 1,691.39 |
| 36315 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36315 | 1406 | WELLS FARGO BANK-REMIT. CNTR | 120222JAY | JAY - CREDIT CARD | 01-54-26-7049 | 3,352.16 | 3,352.16 |
| Total 36315: | | | | | | | | | 3,352.16 |
| 36316 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36316 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22090800 | TESTING | 02-54-25-7050 | 570.00 | 570.00 |
| 12/22 | 12/27/2022 | 36316 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22110307 | TESTING | 02-54-25-7050 | 1,513.00 | 1,513.00 |
| 12/22 | 12/27/2022 | 36316 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22110795 | TESTING | 03-54-25-7050 | 739.00 | 739.00 |
| 12/22 | 12/27/2022 | 36316 | 6317 | WESTERN ENVIRONMENTAL TESTIN | 22120302 | TESTING | 02-54-25-7050 | 188.00 | 188.00 |
| Total 36316: | | | | | | | | | 3,010.00 |
| 36317 | | | | | | | | | |
| 12/22 | 12/27/2022 | 36317 | 2111 | WISNER, NICHOLAS | 1114-1117/202 | REIMBURSEMENT | 01-52-20-7040 | 151.85 | 151.85 |
| Total 36317: | | | | | | | | | 151.85 |
| Grand Totals: | | | | | | | | | 3,142,069.49 |

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

CITY OF YERINGTON

| GL Account | Debit | Credit | Proof |
|---------------|------------|-------------|-------------|
| 00-00-00-2016 | 117.95 | .00 | 117.95 |
| 00-00-00-2023 | 1,763.06 | .00 | 1,763.06 |
| 00-00-00-2200 | .00 | 1,881.01- | 1,881.01- |
| 01-00-00-2200 | .00 | 518,587.59- | 518,587.59- |
| 01-00-00-2226 | 1,785.00 | .00 | 1,785.00 |
| 01-00-00-2303 | 20.11 | .00 | 20.11 |
| 01-00-00-2304 | 552.56 | .00 | 552.56 |
| 01-00-00-2306 | 170.38 | .00 | 170.38 |
| 01-00-00-2312 | 27.16 | .00 | 27.16 |
| 01-17-00-3177 | 60.00 | .00 | 60.00 |
| 01-51-14-5113 | 250.00 | .00 | 250.00 |
| 01-51-14-6110 | 109.75 | .00 | 109.75 |
| 01-51-14-7011 | 4,851.37 | .00 | 4,851.37 |
| 01-51-14-7020 | 500.00 | .00 | 500.00 |
| 01-51-14-7026 | 216.94 | .00 | 216.94 |
| 01-51-14-7030 | 1,615.98 | .00 | 1,615.98 |
| 01-51-14-7033 | 541.30 | .00 | 541.30 |
| 01-51-14-7041 | 290.84 | .00 | 290.84 |
| 01-51-14-7043 | 150.00 | .00 | 150.00 |
| 01-51-14-7046 | 75.67 | .00 | 75.67 |
| 01-52-20-6110 | 523.54 | .00 | 523.54 |
| 01-52-20-7011 | 831.16 | .00 | 831.16 |
| 01-52-20-7033 | 312.80 | .00 | 312.80 |
| 01-52-20-7040 | 151.85 | .00 | 151.85 |
| 01-52-20-7041 | 153.24 | .00 | 153.24 |
| 01-52-20-7044 | 137.71 | .00 | 137.71 |
| 01-52-20-7046 | 33.94 | .00 | 33.94 |
| 01-52-20-7049 | 2,265.74 | .00 | 2,265.74 |
| 01-53-15-7011 | 344.22 | .00 | 344.22 |
| 01-53-15-7013 | 600.00 | .00 | 600.00 |
| 01-53-15-7031 | 4,000.00 | .00 | 4,000.00 |
| 01-53-15-7131 | 4,501.82 | .00 | 4,501.82 |
| 01-54-26-7011 | 5,397.45 | .00 | 5,397.45 |
| 01-54-26-7033 | 42.17 | .00 | 42.17 |
| 01-54-26-7049 | 90.69 | .00 | 90.69 |
| 01-54-26-9059 | 485,301.37 | .00 | 485,301.37 |
| 01-55-27-7011 | 77.82 | .00 | 77.82 |
| 01-55-27-7018 | 50.00 | .00 | 50.00 |
| 01-55-27-7027 | 510.00 | .00 | 510.00 |
| 01-55-27-7033 | 49.06 | .00 | 49.06 |

CITY OF YERINGTON

| GL Account | Debit | Credit | Proof |
|---------------|--------------|--------------|--------------|
| 01-56-35-7033 | 653.56 | .00 | 653.56 |
| 01-56-35-7044 | 120.77 | .00 | 120.77 |
| 01-56-35-7046 | 647.24 | .00 | 647.24 |
| 01-57-25-7011 | 223.07 | .00 | 223.07 |
| 01-59-35-7011 | 236.20 | .00 | 236.20 |
| 01-59-35-7033 | 115.11 | .00 | 115.11 |
| 02-00-00-1580 | 1,224,939.61 | .00 | 1,224,939.61 |
| 02-00-00-2200 | .00 | 1,263,747.61 | 1,263,747.61 |
| 02-00-00-2230 | 42.44 | .00 | 42.44 |
| 02-54-25-6110 | 258.97 | .00 | 258.97 |
| 02-54-25-7011 | 14,127.36 | .00 | 14,127.36 |
| 02-54-25-7027 | 1,350.00 | .00 | 1,350.00 |
| 02-54-25-7030 | 1,615.98 | .00 | 1,615.98 |
| 02-54-25-7033 | 920.25 | .00 | 920.25 |
| 02-54-25-7041 | 3,753.78 | .00 | 3,753.78 |
| 02-54-25-7043 | 6,415.49 | .00 | 6,415.49 |
| 02-54-25-7044 | 1,421.97 | .00 | 1,421.97 |
| 02-54-25-7046 | 75.66 | .00 | 75.66 |
| 02-54-25-7049 | 3,671.10 | .00 | 3,671.10 |
| 02-54-25-7050 | 5,155.00 | .00 | 5,155.00 |
| 03-00-00-1580 | 1,296,498.95 | .00 | 1,296,498.95 |
| 03-00-00-2200 | .00 | 1,318,491.56 | 1,318,491.56 |
| 03-54-25-6110 | 258.97 | .00 | 258.97 |
| 03-54-25-7011 | 5,492.82 | .00 | 5,492.82 |
| 03-54-25-7027 | 612.50 | .00 | 612.50 |
| 03-54-25-7030 | 1,615.99 | .00 | 1,615.99 |
| 03-54-25-7033 | 2,846.11 | .00 | 2,846.11 |
| 03-54-25-7041 | 2,416.43 | .00 | 2,416.43 |
| 03-54-25-7043 | 6,063.66 | .00 | 6,063.66 |
| 03-54-25-7044 | 96.25 | .00 | 96.25 |
| 03-54-25-7046 | 277.48 | .00 | 277.48 |
| 03-54-25-7049 | 161.40 | .00 | 161.40 |
| 03-54-25-7050 | 2,151.00 | .00 | 2,151.00 |
| 07-00-00-2200 | .00 | 60.00 | 60.00 |
| 07-14-00-3147 | 60.00 | .00 | 60.00 |
| 08-00-00-2200 | .00 | 30,021.92 | 30,021.92 |
| 08-14-25-8080 | 5,000.00 | .00 | 5,000.00 |
| 08-14-27-8081 | 19,658.62 | .00 | 19,658.62 |
| 08-14-27-8101 | 4,628.30 | .00 | 4,628.30 |
| 08-14-27-8104 | 225.00 | .00 | 225.00 |

| GL Account | Debit | Credit | Proof |
|---------------|--------------|---------------|-----------|
| 08-14-36-8089 | 510.00 | .00 | 510.00 |
| 22-00-00-2200 | .00 | 5,778.11- | 5,778.11- |
| 22-54-25-7002 | 5,778.11 | .00 | 5,778.11 |
| 23-00-00-2200 | .00 | 3,501.69- | 3,501.69- |
| 23-54-25-7002 | 3,501.69 | .00 | 3,501.69 |
| Grand Totals: | 3,142,069.49 | 3,142,069.49- | .00 |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: Invoice detail
Check Type = {<>} "Adjustment"

Report Criteria:

Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Description | GL Account | Amount |
|--------------------|-----------------|---------------------|-----------------|--------------------------|-------------|-------------|---------------|-----------|
| 12/11/2022 | PC | 12/15/2022 | 36211 | Bryant, Jeremy | 647 | | 00-00-00-1020 | 295.52- |
| 12/11/2022 | PC | 12/15/2022 | 36212 | Galvin, Matt | 660 | | 00-00-00-1020 | 276.93- |
| 12/11/2022 | PC | 12/15/2022 | 36213 | Pizzo, Frank | 662 | | 00-00-00-1020 | 295.52- |
| 12/11/2022 | PC | 12/15/2022 | 36214 | Durst Jr, Ronald | 665 | | 00-00-00-1020 | 478.22- |
| 12/11/2022 | PC | 12/15/2022 | 36215 | West, Robert | 635 | | 00-00-00-1020 | 467.52- |
| 12/11/2022 | PC | 12/15/2022 | 12152201 | Becker, Dennis | 20 | | 00-00-00-1020 | 2,713.75- |
| 12/11/2022 | PC | 12/15/2022 | 12152202 | Brown, Jeremiah | 652 | | 00-00-00-1020 | 1,954.60- |
| 12/11/2022 | PC | 12/15/2022 | 12152203 | Brown, Joel | 657 | | 00-00-00-1020 | 2,274.96- |
| 12/11/2022 | PC | 12/15/2022 | 12152204 | Coombs, Brandon | 31 | | 00-00-00-1020 | 2,899.83- |
| 12/11/2022 | PC | 12/15/2022 | 12152205 | Flakus, Jay | 32 | | 00-00-00-1020 | 1,879.65- |
| 12/11/2022 | PC | 12/15/2022 | 12152206 | Garry, John Joseph | 61 | | 00-00-00-1020 | 591.03- |
| 12/11/2022 | PC | 12/15/2022 | 12152207 | Gutierrez, Tommy | 659 | | 00-00-00-1020 | 2,505.61- |
| 12/11/2022 | PC | 12/15/2022 | 12152208 | Jennerjohn, Richard | 650 | | 00-00-00-1020 | 1,768.34- |
| 12/11/2022 | PC | 12/15/2022 | 12152209 | Kosak, Mark | 638 | | 00-00-00-1020 | 2,004.76- |
| 12/11/2022 | PC | 12/15/2022 | 12152210 | Kusmerz, Debra K. | 634 | | 00-00-00-1020 | 417.53- |
| 12/11/2022 | PC | 12/15/2022 | 12152211 | Larsen, Stacey | 644 | | 00-00-00-1020 | 1,207.84- |
| 12/11/2022 | PC | 12/15/2022 | 12152212 | Martin, Shane | 648 | | 00-00-00-1020 | 295.52- |
| 12/11/2022 | PC | 12/15/2022 | 12152213 | Mendoza, Erick | 654 | | 00-00-00-1020 | 2,670.44- |
| 12/11/2022 | PC | 12/15/2022 | 12152214 | Montes - Meza, Guadalupe | 656 | | 00-00-00-1020 | 1,166.22- |
| 12/11/2022 | PC | 12/15/2022 | 12152215 | Moore, Angela | 653 | | 00-00-00-1020 | 662.53- |
| 12/11/2022 | PC | 12/15/2022 | 12152216 | Phillips, Lori | 39 | | 00-00-00-1020 | 1,631.80- |
| 12/11/2022 | PC | 12/15/2022 | 12152217 | Ruiz, Francisco | 658 | | 00-00-00-1020 | 1,103.70- |
| 12/11/2022 | PC | 12/15/2022 | 12152218 | Sanabia, Andrew | 663 | | 00-00-00-1020 | 2,053.02- |
| 12/11/2022 | PC | 12/15/2022 | 12152219 | Schunke, Terceira | 639 | | 00-00-00-1020 | 1,225.88- |
| 12/11/2022 | PC | 12/15/2022 | 12152220 | Shaw, Sheema D. | 150 | | 00-00-00-1020 | 2,184.07- |
| 12/11/2022 | PC | 12/15/2022 | 12152221 | Smith, David | 157 | | 00-00-00-1020 | 1,189.24- |
| 12/11/2022 | PC | 12/15/2022 | 12152222 | Stanton, Monte | 642 | | 00-00-00-1020 | 2,327.52- |
| 12/11/2022 | PC | 12/15/2022 | 12152223 | Sturtevant, Helen M. | 163 | | 00-00-00-1020 | 1,603.65- |
| 12/11/2022 | PC | 12/15/2022 | 12152224 | Switzer, Robert | 643 | | 00-00-00-1020 | 3,572.09- |
| 12/11/2022 | PC | 12/15/2022 | 12152225 | Wagner, Darren E. | 184 | | 00-00-00-1020 | 2,610.34- |
| 12/11/2022 | PC | 12/15/2022 | 12152226 | Wisner, Nicholas | 177 | | 00-00-00-1020 | 2,293.17- |

Grand Totals:

31

48,620.80-

Report Criteria:

Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Description | GL Account | Amount |
|--------------------|-----------------|---------------------|-----------------|--------------------------|-------------|-------------|---------------|------------|
| 12/25/2022 | PC | 12/29/2022 | 36284 | Moore, Angela | 653 | | 00-00-00-1020 | 1,341.86- |
| 12/25/2022 | PC | 12/29/2022 | 36285 | Durst Jr, Ronald | 665 | | 00-00-00-1020 | 649.50- |
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| 12/25/2022 | PC | 12/29/2022 | 12292205 | Flakus, Jay | 32 | | 00-00-00-1020 | 2,474.40- |
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| 12/25/2022 | PC | 12/29/2022 | 12292207 | Jennerjohn, Richard | 650 | | 00-00-00-1020 | 2,317.23- |
| 12/25/2022 | PC | 12/29/2022 | 12292208 | Kosak, Mark | 638 | | 00-00-00-1020 | 2,515.62- |
| 12/25/2022 | PC | 12/29/2022 | 12292209 | Kusmerz, Debra K. | 634 | | 00-00-00-1020 | 358.19- |
| 12/25/2022 | PC | 12/29/2022 | 12292210 | Larsen, Stacey | 644 | | 00-00-00-1020 | 1,207.82- |
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Report Criteria:

Transmittal checks included

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Description | GL Account | Amount |
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Report Criteria:

Transmittal checks included

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee | Payee ID | Description | GL Account | Amount |
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| Grand Totals: | | | 25 | | | | | 26,837.90- |

ITEM

#9



TENTATIVE MAP APPLICATION
CITY OF YERINGTON
14 E. Goldfield Ave
YERINGTON, NV 89447
(775) 463-3511

Engineer/Surveyor: CFA, Inc. Kathleen Knight, PE & Dave Snelgrove AICP Owner: Brodie Steven Priestly
Address: 1150 Corporate Blvd. Address: 1547 US Hwy 395N
City/State/Zip: Reno, NV 89502 City/State/Zip: Minden, NV 89423
Telephone: 775-856-7074 - Kathleen Telephone: 775-856-7073 - Dave

LEGAL DISCRIPTION OF PROPERTY

Assessor's Parcel Number: 001-643-01
Existing Zoning District: RR-20

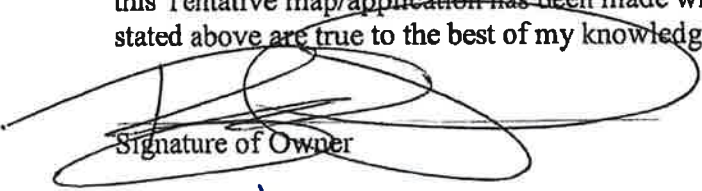
REQUIRED ITEMS FOR APPLICATION

1. Fifteen (16) copies of the Tentative Map.
 - a. Fifteen sets to be a twenty-four inches by thirty-two inches (24" x 32")
 - b. One set to be eleven inches by seventeen inches (11" x 17")
2. Property Tax: Showing taxes are paid current on subject property.
3. List of names and addresses of property owners of land immediately adjoining the area proposed to be platted. (City staff will procure list.)
4. Application Fee: The fee shall be \$1,000.00 plus \$20.00 per parcel/lot payable at the time of filing the application. Non-refundable. Applicant shall be responsible for all other fees assessed by state or local agencies in conjunction with this map.

NOTE: If applicant is not the owner the owner's acknowledgement that they are in agreement with the tentative map filing is required.

OWNER'S CERTIFICATE

I, Brodie S. Priestley, Owner in fee of the described property, state that this Tentative map/application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.


Signature of Owner

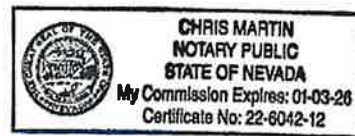
State of Nevada)

County of Douglas)

Subscribed and sworn to before me this 3rd day of August, 2022 ²⁰⁰

Chris Martin
Notary Public

Seal:



LIST OF NAMES AND ADDRESSES OF PROPERTY OWNERS OF LAND IMMEDIATELY ADJOINING THE AREA PROPOSED TO BE PLATTED. Use **current** Assessor's parcel maps and **current** ownership pages. The names and addresses can be highlighted on the Assessor's parcel maps and ownership sheets and does not require you're transferring the information to this paper.

| Parcel Number | Legal Owner | Physical Address | Mailing Address | Mailing City/State | Mailing Zip Code |
|---------------|--------------------------------------|------------------|----------------------|--------------------|------------------|
| 001-641-02 | MANHOME PROJECT MANAGEMENT LLC | 100 CHATEAU WAY | 2018 FAIRWOOD DR | RENO, NV | 89502 |
| 001-641-03 | MANHOME PROJECT MANAGMENT LLC | 102 CHATEAU WAY | 821 W BRIDGE ST | YERINGTON, NV | 89447 |
| 001-641-04 | CHICAS RENTALS LLC | 104 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-05 | HOYT & MEYERS PARTNERSHIP | 106 CHATEAU WAY | 24 WILSHIRE DR | RENO, NV | 89506 |
| 001-641-06 | HOYT & MEYERS PARTNERSHIP | 108 CHATEAU WAY | 24 WILSHIRE DR | RENO, NV | 89506 |
| 001-641-07 | HOYT & MEYERS PARTNERSHIP | 110 CHATEAU WAY | 24 WILSHIRE DR | RENO, NV | 89506 |
| 001-641-08 | CHICAS RENTALS LLC | 112 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-09 | CHICAS RENTALS LLC | 114 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-10 | MANHOME PROJECT MANAGEMENT LLC | 116 CHATEAU WAY | 821 W BRIDGE ST | YERINGTON, NV | 89447 |
| 001-641-11 | MANHOME PROJECT MANAGEMENT LLC | 200 CHATEAU WAY | 821 W BRIDGE ST | YERINGTON, NV | 89447 |
| 001-641-12 | MANHOME PROJECT MANAGEMENT LLC | 202 CHATEAU WAY | 821 W BRIDGE ST | YERINGTON, NV | 89447 |
| 001-641-13 | CHICAS RENTALS LLC | 204 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-14 | CHICAS RENTALS LLC | 206 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-15 | CHICAS RENTALS LLC | 208 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-16 | BOOKER, SAVANNAH / CLARK, ELIJAH | 210 CHATEAU WAY | 210 CHATEAU WAY | YERINGTON, NV | 89447 |
| 001-641-17 | PRIESTLEY, BRODIE STEVEN | 315 CHATEAU WAY | 1547 US HWY 395 N | Gardnerville, NV | 89423 |
| 001-641-18 | MANHOME PROJECT MANAGEMENT LLC | 313 CHATEAU WAY | 821 W BRIDGE ST | YERINGTON, NV | 89447 |
| 001-641-19 | MANHOME PROJECT MANAGEMENT LLC | 311 CHATEAU WAY | 821 W BRIDGE ST | YERINGTON, NV | 89447 |
| 001-641-20 | CREATIVE HOMES INVESTMENTS GROUP LLC | 309 CHATEAU WAY | 4690 LONGLEY LN # 13 | RENO, NV | 89502 |
| 001-641-21 | CREATIVE HOMES INVESTMENTS GROUP LLC | 307 CHATEAU WAY | 4690 LONGLEY LN # 13 | RENO, NV | 89502 |
| 001-641-22 | CREATIVE HOMES INVESTMENTS GROUP LLC | 305 CHATEAU WAY | 4690 LONGLEY LN # 13 | RENO, NV | 89502 |
| 001-641-23 | CHICAS RENTALS LLC | 303 CHATEAU WAY | P O BOX 1268 | SPARKS, NV | 89432 |
| 001-641-24 | REID, DANIEL & JANET MAE | 301 CHATEAU WAY | P O BOX 61713 | RENO, NV | 89506 |
| 001-642-01 | ROE, KYLEE M / RIFE, DAVID S | 411 TERRACE LN | 411 TERRACE LN | YERINGTON, NV | 89447 |
| 001-642-02 | CREATIVE HOMES INVESTMENTS GROUP LLC | 409 TERRACE LN | 4690 LONGLEY LN # 13 | RENO, NV | 89502 |
| 001-642-03 | CREATIVE HOMES INVESTMENTS GROUP LLC | 407 TERRACE LN | 4690 LONGLEY LN # 13 | RENO, NV | 89502 |
| 001-642-04 | CARPENTER, KORIN | 405 TERRACE LN | 405 TERRACE LN | YERINGTON, NV | 89447 |
| 001-642-05 | REID, JOHN H & TAMMIE J | 403 TERRACE LN | 403 TERRACE LN | YERINGTON, NV | 89447 |
| 001-642-06 | HARRINGTON, MICHAEL LEE & LORI ANN | 401 TERRACE LN | 401 TERRACE LN | YERINGTON, NV | 89447 |

**CITY OF YERINGTON
BUILDING DEPARTMENT
14 EAST GOLDFIELD AVENUE
YERINGTON, NV 89447
(775) 463-3511**

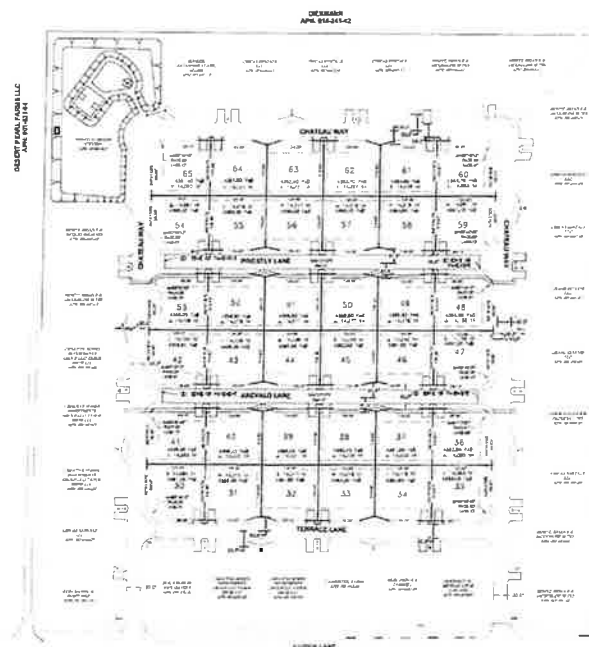
Grand Estates Phase 2

Project Summary and Feasibility Review

Project Summary

The subject property proposed for development represents the completion of a previously approved, partially lotted, and constructed subdivision (Grand Estates). The proposed project site encompasses Phase II of that previously approved tentative map. Unfortunately, after final mapping of the Phase 1 area of Grand View Estates in the Mid-2000's, the tentative map expired, and the Phase 2 area of the Grand Estates project was never completed. This application represents a new submittal for the phase 2 area of the project to complete the lotting and development of the subdivision. New conditions of approval that meet current City of Yerington code are expected as part of this project review and approval.

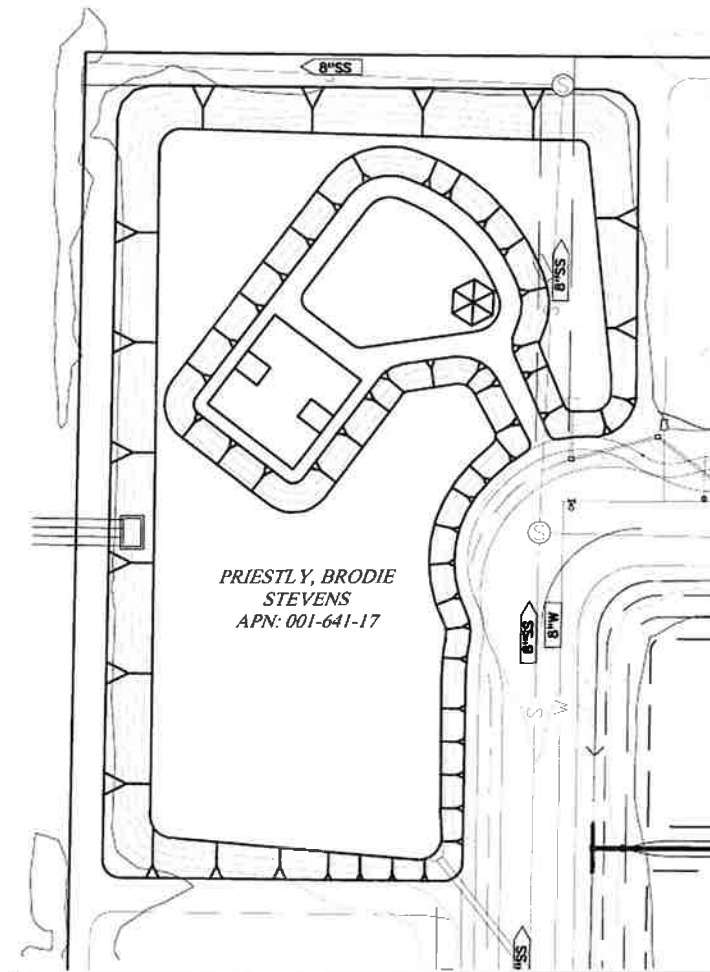
The proposed development, Grand Estates Phase2 is proposed to contain 36 total lots following the same lotting pattern and general lot sizes that had been previously approved. There are 28 existing subdivided single family residential lots within the Grand Estates project area that were final mapped under Phase 1 of the project. Only a small percentage of the existing lots have been developed, to date. There are only 9 different owners of these 28 lots. Many of the lots appear to be in investment holdings and it is anticipated that the additional improvements within the subdivision area will help facilitate development of the remaining vacant lots. This will help to increase the available housing stock in the area. A copy of the Grand Estates Tentative Site Plan is provided below showing the location of the proposed 36 lots relative to the existing Phase 1 lots in Grand Estates.



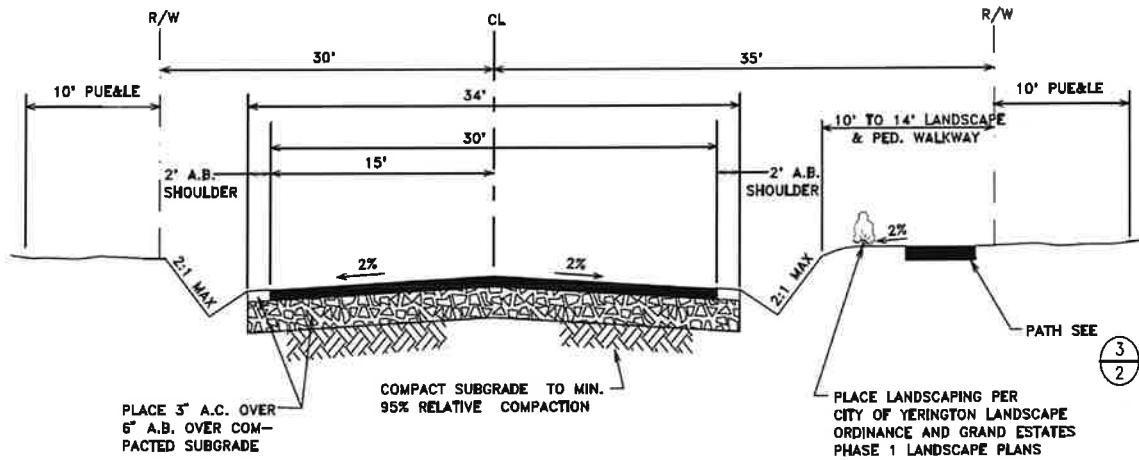
Project benefits

Sanitary Sewer Improvements - The project will make necessary improvements to the existing sewer lift station and sewer lines to connect the site to a sanitary sewer system, as was originally envisioned with the approval of the Grand Estates subdivision. The sewer system improvements will benefit not only the currently proposed 36 lot Grand Estates Phase 2 project, but the existing lots in the Phase 1 area.

Park Improvements - In addition to an expanded pedestrian access system within the Grand Estates subdivision with this re-approval of the Phase 2 portion of the project, the recreational area had been proposed as part of the project will be completed. This facility was and will be located on APN 011-641-17, a 1.82-acre parcel that is identified to be a park/detention basin parcel. The park improvements are designed to be at the bottom of the detention area and will need to include improvements that will have minimal to no damage if covered with water for short periods. Conceptual level improvement can be seen on the project mapping of this area in the northwestern corner of the Grand Estates Phase I parcels. A snapshot of the park/detention parcel with conceptual improvements identified is provided below.



Vehicular and Pedestrian Improvements - The project will help to complete the vehicular and pedestrian access that was originally approved with the Grand Estates Tentative Map. Below is a street section showing pedestrian access on one side of the two new streets within the subdivision. It should be noted that the street and pad grading for this second phase of the subdivision was done with the original earthwork and construction of Phase I of the Grand Estates subdivision but the physical improvements were not completed and the second phase of the project expired.

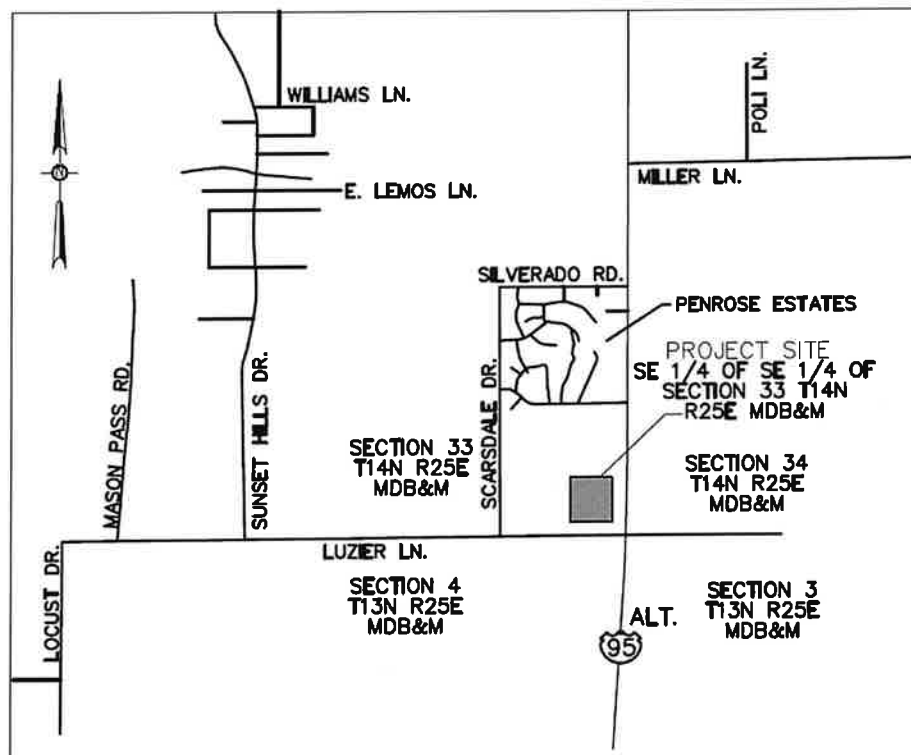


Feasibility Review

Following are question provided in the City of Yerington Code addressing site considerations through a feasibility report. Responses to each question presented in code section 11-3-1 are provided with a response to each.

1. Location: Location of the proposed development by reference to commonly known landmarks or road and the approximate distance of the development therefrom and general topography of site;

RESPONSE: The proposed development is located interior to the Grand Estates Subdivision Phase 1 which was approved in 2006. It is on the Northwest corner of Luzier Lane and US-95. A vicinity map showing the proposed project location is provided below.



LOCATION MAP

NOT TO SCALE

2. Size: Approximate size of the proposed development and the number of building sites for dwelling units planned;

RESPONSE: The Grand Estates Phase 2 parcel/development area is 13.80+/-AC. There are 36 lots proposed with the project that will consistute the completion of the 64 total residential lots that were originally approved within the Grand Estates Subdivision.

3. Water Availability: Will-serve letter from the city or information as to how domestic water service will be provided;

RESPONSE: An intent to serve letter has been requested from the City of Yerington Public Works Department. Based on conversation with Jay Flakus, this letter is expected with the submittal of this application and will be part of the application review.

4. Electrical Availability: Name of the utility company which will serve the area and statement of ability and willingness of such company to provide electrical power to the proposed development;

RESPONSE: NV Energy electric service has been provided in the streets with Grand Estates Phase 1 suitable to provide service to the entire, previously approved subdivision (Phases 1 and 2). Appropriate connections to the existing service that loops the proposed subdivision area will be provided with the construction of the 36 lots included in this project.

5. Telephone Availability: Name of the telephone company which will serve the area and statement of ability and willingness of such company to provide telephone service to the proposed development;

RESPONSE: AT&T has lines within the existing Grand Estates Phase 1 development and these existing lines were designed and placed to handle the entire, previously approved subdivision (Phases 1 and 2). Appropriate connections to the existing service that loops the proposed subdivision area will be provided with the construction of the 36 lots included in this project.

6. Natural Gas Availability: Name of utility company which will serve the area and statement of ability and willingness of such company to provide natural gas service to the proposed development;

RESPONSE: Contact with Southwest Gas indicates that natural gas service is not provided in this subdivision area. As such, natural gas service will need to be provided by propane. There are several services that can provide propane to the future homes, including AmeriGas and Bi-State Propane.

7. Cable Television: Name of cable company which will serve the area and statement of ability and willingness of such company to provide cable service to the proposed development. Type of service available;

RESPONSE: Contact with Charter Communications indicates that there is no hard-wired cable service in the area of the proposed subdivision. Television services can be provided in multiple ways through Dish Network, Direct TV and satellite internet-based services. Provision of such service is based on availability, quality of service offered by the providers

and personal choice. As such, this service will be to the determination of the future homeowners.

8. Sewage Disposal: Will-serve letter from city;

RESPONSE: The proposed development has worked with the City of Yerington and Lyon County in design and easement locations and approvals to address sewer service to both Phase 1 and 2 of the Grand Estates subdivision. This design, review and approval effort took a considerable amount of time, but the necessary parties and agencies have approved and the improvements necessary to the lift station and lines will be completed with the development of this proposed subdivision (Grand Estates Phase 2)

9. Fire Protection: Distance from the nearest firefighting equipment and adequacy of existing services;

RESPONSE: The proposed development is located 3+/- miles from the Yerington Mason Valley Fire located at 30 Nevin Way. In addition, the Mason Valley Fire Protection Fire station is located 3.5+/- miles from the site.

10. Legal Access: Existing or proposed legal access from the proposed development to city, county or state maintained roads;

RESPONSE: The proposed development is located interior to the Grand Estates Subdivision Phase 1 and is accessible from Chateau Way and Terrace Lane. Chateau Way connects at two points to Luzier Lane, which connects to US Route 95A, providing appropriate primary and secondary access routes for emergency service requirements.

11. Parks and Recreational Areas: Parks and recreational facilities in the general area of the proposed development; distance and access to such facilities;

RESPONSE: The proposed project will make park improvements on APN 011-641-17, an existing 1.82-acre parcel within Phase 1 of the Grand Estates Subdivision. This parcel has been assigned to be the park/detention basin site within the overall Grand Estates subdivision. This proposed facility will be within the Grand Estates subdivision and within walking distance for all residents, whether in Phase 1 or 2. The next nearest public park facilities are located, generally at the northern end of the City of Yerington and include the Joe Parr Sports Complex, Mountainview Park, Soroptimist Park and Veterans Park. These facilities are 2.5 Miles from the proposed development, at a minimum.

12. Covenants, conditions and restrictions (CC&Rs) if tract restrictions are proposed, general description of contents or submit a draft copy;

RESPONSE: A copy of the existing Grand Estates CC&R document, recorded with the Lyon County Recorder's Office as document number 382592 on May 22, 2006 is provided following this Feasibility Study. It is anticipated that these CC&R's will be followed. If there are any portions that may conflict with current code or current development requirements, a modification may be recorded through the appropriate mechanism.

The existing CC&R document covers the following major topics: General building and landscaping restrictions, Basic restrictions, Homeowners association, and miscellaneous items.

13. Adjacent Ownership and Use: Present legal owner or property adjacent to the proposed subdivision; present use and zoning of such adjacent property;

RESPONSE: All adjacent uses are single family residential and within the Grand Estates Phase 1 project area. A current list of the adjacent owners is provided with the project application and on the project mapping.

14. Emergency Medical Services: Distance from nearest EMS equipment;

RESPONSE: The proposed development is located 3+/- miles from the Yerington Mason Valley Fire located at 30 Nevin Way. In addition, the Mason Valley Fire Protection Fire station is located 3.5+/- miles from the site. The nearest medical service is located at 213 South Whitacre Street.

15. Storm drainage, proposed design, i.e., flows, structures, etc.

RESPONSE: The proposed development is located interior to the Grand Estates Subdivision Phase 1. A detention basin is currently developed in the northwest corner of the Grand Estates Phase 1 area on APN 001-641-17 on the Park/Detention Basin parcel as noted on the assessor's parcel map. The detention basin was designed to accommodate the development of Phase 1 and 2 of the project and will be cleaned and maintained to a positive operating order, as necessary with the development of the Phase 2 area of Grand Estates.

DOC # 382592

05/22/2006

02:35 PM

Official Record

Requested By
YERINGTON VENTURES LLC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 13 Fee: \$51.00

Recorded By: MCM RPTT:



0382592

1680 Dell Ave.
Campbell, Ca. 95008

Declaration of Protective Covenants, Conditions and Restrictions

This declaration of Protective Covenants, Conditions and Restrictions ("Declaration") is made this 4th day of May 2006, by Yerington Ventures LLC, a Nevada State Limited Liability Company.

Recitals:

A. Declarant is the owner of that certain real property located in the County of Lyon, State of Nevada, consisting of 65 residential Lots ("Lot" or "Lots") commonly known as the Grand Estates Subdivision and more particularly described in Exhibit "A" attached hereto and, by reference, made a part hereof (the "Property"). The property is zoned residential.

B. Declarant intends to sell the Lots in accordance with a common plan designed to preserve the value and residential qualities of the Property for the benefit of future owners of Lots and their successors.

NOW, THEREFORE, Declarant hereby declares that all of the Property, and each of the Lots, is held and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject the following limitations, restrictions, covenants and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use, and sale of the Lots, and are established and agreed for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and each and every Lot. All of the limitations, restrictions, and covenants will run with the land and will be binding on all parties having or acquiring any right, title or interest in the Lots, or any part thereof, and will inure to the benefit of all of the Lots and the future owners of the Lots. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in any Lot, by accepting a deed or contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants, and limitations set forth in this Declaration.

Article 1. General Building and Landscaping Restrictions

1.01 Land Use and Building Type: No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories above ground level at any single point in



height, a private garage for no more than three cars, and a storage shed of design complementing the residence located in back yard only. All residences must have a garage adjoining the home that is capable of accommodating at least two cars. The roofs for each residence shall have 16" eaves and minimum roof pitches of 5'x12' (5 and 12). Each residence and adjoining garage shall be on a foundation. Storage sheds shall be constructed of wood materials.

1.02 Architectural Control: No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and the planned landscaping have been approved by the architectural committee composed of Mark R. Nicholson, Phil Lancaster and Craig Nicholson, or a representative designated by the members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. The committee's approval or disapproval in the covenants shall be in writing. In the event that said committee or its designated representative fails to approve or disapprove such design or location within 30 days after said plans and specification have been submitted to it, or in the event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Any time after 80% of all parcels are sold, the then record owners will elect a Homeowners Association as described hereafter, and the Association will appoint its own Architectural Control Committee members at which time the Architectural Committee hereinabove shall no longer have no further force or authority.

1.03 Dwelling size: The ground floor area of the main structure shall not be less than 900 square feet. The total area of the residence shall not be less than 1300 square feet of living quarters, exclusive of porches, terraces, stoops, garages, basements and similar appurtenances.

1.04 Diligence in Construction: When the erection of any residence is once begun, the work thereon must be prosecuted diligently and must be completed within 12 months. Extensions may be granted by the committee under some conditions. No outbuilding may be completed prior to the completion of the residence, except that temporary office and storage buildings may be erected for workers engaged in building a residence or Lot. Any temporary buildings must be removed as soon as the residence is completed and a certificate of occupancy is obtained. No office, storage, garage, basement or other outbuilding erected in the development, nor trailer or motorized vehicle of any kind, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. All structures must be suitably painted, colored, or stained immediately on construction as per plans and specifications. Garages and storage sheds must be painted to match the residence. No billboards or advertising signs, except "For Sale" signs, which shall be no larger than two feet by three feet, shall be erected or maintained on any Lot, building or structure, without approval in writing of

the architectural committee. All construction must be performed by contractors that are licensed for the tasks they are to perform.

1.05 Lot Area and Width: No division of original parcels shall be allowed. No grants of access or rights of way shall be allowed to and from properties that are not part of the Property.

1.06 Building Location: No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than 20 feet to the front Lot line or nearer 10 feet to the side property line or nearer 20 feet to the rear property line. Eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

1.07 Fences: No fence, wall, hedge or hedge-like shrub planting for any purpose shall be constructed, planted or permitted to grow on any portion of Lot within said subdivision to a height of over six feet, nor shall any fence, wall, hedge or hedge-like shrub planting for any purpose be constructed, planted or permitted to grow on any Lot within said subdivision between the front building setback line and the front property line to a height of more than four feet. No fence, wall, hedge or hedge-like shrub planting for any purpose shall be constructed, planted or permitted to grow such that site lines at elevations between two and six feet are obstructed on a corner Lot within the triangular area formed by the street property and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No wire (bob wire, horse fence, or chicken wire, or electric) or chain link fences will be allowed within the Property. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

1.08 Landscaping: Landscaping must be completed on front yards within 180 days of obtaining certificate of occupancy. Front yards shall be maintained in a presentable manner. No satellite receiving dishes shall be installed in the front or side yards, but may be installed in rear yard so long as these areas are enclosed to sufficiently screen dishes from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by the presence of such items.

1.09 Easements: Easements for installation and maintaining of utilities and drainage facilities are reserved as shown on the filed map of such subdivision.

Article 2. Basic Restrictions

2.01 Nuisances: No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood. Owners of dogs shall confine their animals so as not to create a nuisance for neighbors.

2.02 Vehicles: No boats, recreational vehicles or trailers of any kind shall be allowed to be parked on any street or in the front yard portion of any Lot, either temporarily or permanently,



but may be parked in either the side yard or rear yard so long as these areas are enclosed to sufficiently screen said parked items from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by the parking of such items. No motorized vehicles of any kind shall be allowed to be stored on any street or in the front yard portion of any Lot, but may be stored in either the side yard or rear yard so long as these areas are enclosed to sufficiently screen storage from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by the storage of such items. No painting, repairing, or mechanical work, other than customary maintenance work or minor emergency repairs, may be done in the front yard portion of any Lot, but may be done in an enclosed area that is sufficiently screened from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by such activities.

2.03 Garbage and Refuse Disposal: No waste materials of any kind shall be stored on any parcel, easement or right of way in the Property, except normal household garbage and trash which shall be kept in sanitary containers. The owners of each Lot shall be responsible for the removal of trash on their Lot. The failure to do so will result in action by the Declarant or the Board of Directors of the Association with all expenses to be incurred by the Lot owner.

2.04 Livestock and Poultry: No animals, livestock, swine or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not dangerous or obnoxious and in addition shall not be kept, bred, or maintained for any commercial purposes.

2.05 Health and Sanitation: To promote health and sanitation, the Lot owners, their heirs, successors and assigns, shall not in any way oppose directly or indirectly, the establishment of a sewer or general improvement district which would provide utility services to the property. In the event of the installation of a general domestic sewage disposal system, all Lot owners, their heirs, successors and assigns shall forthwith connect their property with the sewage disposal system.

All sewage disposal systems must be built in accordance with the laws of the State of Nevada and the regulations of the Nevada State and Lyon County Departments of Health. Such permanent buildings as shall be erected in said subdivision for occupancy as residence shall have sanitary inside plumbing connected to sewer or septic tank in accordance with applicable laws and regulations. No lavatory or toilet facility of any kind shall be erected in said subdivision, except indoors and except as the same shall be connected to a sewer or septic tank as aforesaid.

Article 3. Homeowners Association

To carry out the intent and purposes of these covenants and to enforce the terms and conditions of the covenants, after 80% or greater of the Lots are sold, there shall be created the Grand Estates Subdivision Homeowners Association ("Association").

3.01 Maintenance Obligations and Other Association Functions: The Association, for the benefit of the Lot owners will provide for the maintenance, repair and improvement of any street, path, park/retention pond, entrance areas (inclusive of, but not limited to, plantings, sprinkling



systems, signs and gates), berm or other fencing or barriers and any other Grand Estates Subdivision property excluding the Lots and any property that is publicly owned by the City of Yerington or State of Nevada.

The Association, through the herein mentioned Architectural Control Committee, will assume responsibility for architectural control.

The Association will enforce the covenants as they pertain to the maintenance of the Grand Estates Subdivision Lots and Obligations of the said Subdivision Lot Owners.

3.02 Authority and Rule Making: The extent and duties of the activities of the Association in carrying out the duties, maintenance and management shall be determined by its Board of Directors, as provided in the association ByLaws, and the Board of Directors may delegate its authority as provided in the Association ByLaws. The Board of Directors of the Association may also promulgate rules and regulations to assist in carrying out the duties and obligations of the Association, and may amend said rules and regulations from time to time.

3.03 Membership and Voting: Each Lot owner in the Grand Estates Subdivision shall automatically be a member of the Association upon acquiring legal title to the Lot and shall be entitled to one vote. A member may delegate his rights and responsibilities to the party in possession of the Lot, provided such designated representative is duly registered and entered in the books and records of the Association in the manner prescribed in the Restrictions and the Association ByLaws. Membership is limited to Lot owners and membership cannot be assigned, pledged or transferred in any manner except in connection with the transfer of a Lot.

3.03a Designated Representative: The owners of each Lot shall file a written notice with the Association designating the "Designated Representative" who shall be entitled to vote at meetings of the Association and receive all notices and other communications from the Association in behalf of the Lot owners of a particular Lot. The notices shall state the name and address of the Designated Representative of the Lot number(s) for which the Designated Representative is entitled to vote, and the name and address of each person, firm, or corporation, limited liability company, partnership, association, trust or other entity owning an interest in the Lot. The notice shall be signed by each person or entity having an interest in the Lot. The Designated Representative may be changed by the Lot owners of the Lot by filing a new notice of Designated Representative, or his or her duly appointed proxy, who shall be entitled to vote at any meeting of the Association.

3.03b Annual Meeting: There shall be an annual meeting of the members of the Association. Other meetings of the Association may be held as provided in the ByLaws of the Association. Notice of the time, place, location and subject matter of the meetings shall be given to the Lot owners by mailing the same to the Designated Representative for each Lot. The Notice of the annual meeting shall be sent at least ten (10) days prior to the meeting, but not more than sixty (60) days prior to the meeting.

3.03c Association Quorum: The presence in person or by proxy of Thirty-five (35%) percent or more of the Designated Representatives shall constitute a quorum for holding a meeting of

members of the Association, except for voting on questions which specifically require a greater quorum as provided in the Association ByLaws.

3.03d Relationship in association ByLaws: Provisions as to voting, or matters relating to meetings of the Association or governance of the Association, which are not inconsistent with the provisions contained in the Restrictions, may be set forth in the Association ByLaws. In the event of a conflict between these restrictions and the Association ByLaws, these restrictions shall be controlling.

3.04 Creation of Lien and Personal Obligation of Assessments: Each Lot owner, by accepting a deed or by entering into possession of a Lot pursuant to a valid purchase agreement, covenants and agrees for his or her self, heirs, personal representatives, successors and assigns, to pay to the Association any amounts assessed by the Board of Directors of the Association, of any street, path, entrance areas (inclusive of, but not limited to, plantings, sprinkling systems, signs and gates), berm or other fencing or barriers (other than privately owned) and any other property for which the association has, or may hereafter have, the right to improve or the obligation to maintain, repair, restore, or replace. These assessments may be payable in annual, quarterly, monthly, or any other periodic basis as may be designated by the Board of Directors of the Association.

Any assessment so established, together with such interest thereon and costs of collections thereof as herein provided shall be a charge against each of the Lots in said Subdivision based upon their voting rights in the Association, on an equal basis regardless of the size of the Lot, and shall be continuing lien upon the Lot against which such assessments is made until it is paid. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided, shall be the personal obligation of the Lot owner(s) of the Lot at the time when the assessment becomes due and owing.

3.05 Assessment Due Date and Default: Assessments shall be due and payable at such times as the Association's Board of Directors shall determine. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for the payment. The Association may impose a late charge in an amount determined by its Board of Directors in the event the payment of an assessment is in default. In addition, assessments in default shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

3.06 Liability for Assessments: No Lot owner may exempt him or her self from liability for assessments by waiver of the use or enjoyment of any property or area for which the Association is responsible to maintain or has the right to improve.

3.07 Collection of Delinquent Assessments: In the event a Lot owner fails to pay an assessment when due, the Association's Board of Directors may enforce the collection of the assessment by bringing an action in the name of the Association and against the Lot owner(s) at law for a money judgment.



3.08 Notice of Assessment Delinquency: A suit at law for money judgment shall not be commenced until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the last known address of the Designated Representative for the Lot on which the assessment is delinquent, of a written notice that the assessments levied against the Lot is delinquent and that the Association may invoke its remedies provided under these Restrictions if the default is not cured within ten (10) days after the date of the mailing. Such written notice shall be accompanied by a written affidavit of the authorized representative the Board of Directors of the Association that acts forth (1) the affiant's capacity to make the affidavit, (2) the amount outstanding (exclusive of interest, costs, attorneys fees and future assessments), (3) the legal description of the Lot, and (4) the name(s) of the Lot owners of record for the Lot to which the assessments are delinquent. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Restrictions, or under Nevada Law.

3.09 Expenses in Collecting Delinquent Assessments: The expenses incurred by the Association in collecting unpaid assessments, including late charges, interest, costs, actual attorney fees (not limited to statutory fees) shall be charged to the Lot owner in default and shall be secured by a lien on any Lot owned by the Lot owner in said subdivision.

3.10 Acceleration of Assessments: In the event of default by a Lot owner in the payment of any installment of an assessment levied against a Lot, the Board of Directors of the Association shall have the right to declare all unpaid installments for assessments which have been levied by the Board to be immediately due and payable in full.

3.11 Notification to Tenants: If a Lot owner is in default in the payment of maintenance assessments to the Association, the Association may give written notice of such default to any tenant occupying a dwelling on a Lot owned by the Lot owner in default and the tenant, after receiving the notice, shall deduct from the rental payments due to the Lot owner the amount of any maintenance assessments then in default and pay the same to the Association. By deducting the amount of such delinquent assessments, the tenant shall not be considered to have breached any lease agreement with the Lot owner and the amount of such delinquent assessment shall be credited to the tenant's obligation to the Lot owner under the lease.

3.12 Subordination to Lien of Deed of Trust: Notwithstanding anything to the contrary, the holder of any first deed of trust covering any Lot in grand Estates Subdivision which comes into possession of the Lot pursuant to the remedies provided in the first deed of trust, or by deed (or assignment) in lieu of foreclosure, shall take the Lot free of any claims for unpaid assessments or charges against the trust deed Lot which are delinquent prior to the time the first trust deed holder comes into possession of the Lot.

3.13 Liability for Unpaid Assessments Upon Sale: Upon sale or conveyance of Lot, all unpaid assessments shall be paid out of the proceeds from the closing of the sale of the Lot, or by the purchaser, in preference over any other assessment or charges of any nature, except: (1) amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid which continue a lien against the Lot; (2) amounts due under a valid first trust deed having priority assessments.



A purchaser or grantee is entitled to a statement from the Association setting forth the amount of unpaid assessments against the Lot(s) being purchased. The purchaser or grantee shall not be liable for, nor is the Lot conveyed or granted subject to, a lien for any unpaid assessments against the Lot in excess of the amount set forth in the written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before the closing of the sale, the purchaser or grantee shall be liable for any unpaid assessments which are a lien on the Lot being purchased together with the late charges, interests, costs and attorneys fees incurred in the collection thereof.

3.14 Written request by Purchaser for Unpaid Assessment Information: The purchaser of any Lot may request in writing a statement from the Association as to the amount of any outstanding and unpaid maintenance assessments relating to the Lot being purchased, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Lot in Grand Estates Subdivision, the Association shall provide a written statement of the amount of any outstanding unpaid assessments relating to the Lot being purchased, which statement shall be binding upon the Association for the period stated therein. Upon payment of the amount stated in the Association's notice, the Association's lien for the unpaid assessments shall be deemed satisfied.

3.15 Purchase of Insurance Coverage: The Association may obtain insurance coverage, if available, insuring the property to be maintained and/or improved by the Association including public streets and insuring the Association and the individual Lot owners against liability for injuries in persons and property occurring on any property including public streets within Grand Estates Subdivision for which the Association may maintain or improve. The amount of such insurance coverage shall be determined by the Board of Directors of the Association.

3.16 Expense of Insurance Coverage: The premium for such insurance coverage shall be paid by the Association and shall be used by the Board of Directors of the Association in determining the amount of maintenance assessments to be charged to the Lots.

3.17 Distribution of Proceeds: All proceeds of any insurance policy owned by the Association shall be received by the Association, held in a separate account, and used or distributed in the manner determined by the Board of Directors of the Association.

3.18 Association as Attorney-in-Fact for Lot Owners: Each Lot owner, by acquiring an interest in a Lot in said Subdivision shall be deemed to have irrevocably appointed the Association as his or her true and lawful attorney-in-fact to act on his or her behalf in connection with the matters relating in any insurance policy in which the Association is the named insured party. Without limiting the foregoing, the Association shall have the full power and authority to purchase and maintain said insurance, to collect and remit the premiums therefore, to collect proceeds and to use and distribute the proceeds in the manner the Board of Directors of the Association deems appropriate, and to execute any and all releases of liability and other documents that may be necessary or desirable in order to accomplish the foregoing.



3.19 Membership of the Architectural Control Committee: The Architectural Control Committee, after 80% of the Lots have been sold, shall consist of three persons elected by and serving for such terms as set by the Association ByLaws.

3.20 Responsibilities and Authority of Architectural Committee: After the Association assumes responsibility for the committee, the committee's responsibilities and authority will remain the same as hereinbefore described.

Article 4. Miscellaneous

4.01 Adjacent Property Use: Adjacent properties to said Property has been used for farming prior to the creation of said subdivision and may be used for farming well after said subdivision is established. Farming on adjacent properties may entail all operations and practices legally allowed under Nevada State laws. Recognizing the prior existence of said farming operations, the Lot owners, their heirs, successors and assigns, shall not in any way oppose directly or indirectly, any legal farming operations or practices that are conducted on adjacent properties.

4.02 Additional Restrictions: Declarant may impose additional restrictions upon any Lot by appropriate provision in the deed or ground lease conveying or leasing such Lot to an owner (or, so long as Declarant owns the Lot in question, by recording with the Lyon County Recorder an instrument containing such additional restrictions), without otherwise modifying the development and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed or ground lease (or the owner(s) thereafter acquiring the interest in such Lot) in the same manner as if set forth in length herein.

4.03. Binding Effect: The conditions, restriction and covenants herein contained shall bind and inure to the benefit of and be enforceable by Declarant, their successors and assigns, or by the Homeowners Association, or by the owner or owners of any said Lots, and it shall be lawful, not only for Declarant, or their successors or assigns, but also for the Homeowners Association, or owner or owners of any of said Lots, to institute and prosecute any proceeding at law or in equity, against any person, firm, or corporation violating or threatening to violate any of the covenants, conditions or restrictions herein contained, and such action may be maintained for the purpose of preventing the violation or to recover damages for a violation, or for both of such purposes.

4.04 No Waiver: No delay or failure to exercise any power or right shall operate as a waiver thereof and such rights and powers shall be deemed continuous, nor shall a partial exercise preclude full exercise thereof, and no right or remedy shall be deemed abridged or modified by any course of conduct and no waiver thereof shall be predicated thereon, nor shall failure to exercise any such power or right be subject to any liability.

4.05 Additional Remedies: Nothing herein contained shall be construed as preventing the application of any remedies given by law against a nuisance, public or private, or otherwise, but the remedies herein contained shall be in addition to any other remedies given by law.



4.06 Enforcement: The result of every act or omission whereby any condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant, the Association or any Lot owner for the enforcement, or to restrain a violation of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the court in such proceeding. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Declarant or its successors or assigns in selling said Property, or any part thereof, shall be deemed to vest or reserve in Declarant, the Association or the Lot owner any right of reversion for breach or violation of any one or more of the provisions hereof, and any such revisionary right is hereby expressly waived by Declarant, its successors and assigns.

4.07 Assignment: Any and all of the rights and powers and reservations of Declarant herein contained may be assigned to any corporation, partnership, or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned: and upon any such corporation, partnership or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

4.08 Interpretation: If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to differing or conflicting interpretation, that which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

4.09 Omissions: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

4.10 Severability: Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

4.11 Duration: The provisions of this Declaration shall continue and be effective for a period of twenty (20) years from the date of recordation hereof, and shall be automatically extended for successive periods of ten (10) years each until the Declarant, the Association or other entity assigned the rights and responsibilities of the Declarant, as herein described, determines that the Declaration shall terminate and notice thereof is recorded in the office of the Recorder of Lyon County, Nevada. Notwithstanding any provision herein to the contrary, sections 4.01 and 4.14 are not subject to termination and shall, at all times, remain in full force and effect.

EXHIBIT A

All that certain real property being SE 1 / 4 of SE 1 / 4 of Section 33, T 14 N, R 25 E,
M.D.B. &M., Lyon County, Nevada.

Unofficial Copy



4.12 Amendment: Except for sections 4.01 and 4.14, this Declaration may be amended in any respect, upon the written consent of 70 percent of the fee owners of record of the lots in the Property; provided, however, no such amendment shall become effective until it is of record in the recorder's office of Lyon County, Nevada.

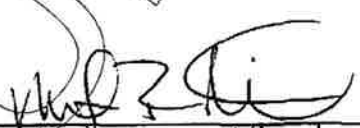
4.13 Notices: Notices as provided herein shall be in writing and shall be deemed received five (5) days after deposit in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as follows or to such other addresses as the parties may designate to each other in writing from time to time.

Declarant: Yerington Ventures, LLC
c/o Mark Nicholson
105 Kirkorian Court
Scotts Valley, CA 95066

4.14 Limitation on Liability and Indemnity: In addition to any other provisions specifically set forth in this Declaration, the Declarant, as well as their consultants, representatives, heirs, successors or assigns shall not be liable to any owner, occupant, or any other person for any loss, damage injury or any claim thereof arising out of or in anyway connected with the Declarant under this Declaration. In particular, the Declarant shall not be responsible for reviewing any plans or specifications from the standpoint of structural safety, engineering soundness, or conformance of the improvement to which the plans pertain with building or other codes. Furthermore, the Declarant shall not be responsible or liable for structural, engineering, or other building defects in any improvement for which the plans were approved or for violations of building or other codes or for violations by any property use of any zoning or other applicable land use regulations. Each owner shall indemnify and hold harmless the Declarant, and their consultants, representatives, heirs, successors or assigns against all claims, actions, and causes of action from and against all losses, damages, and costs; including reasonable attorney's fees, for any action that may be brought arising out of any structural, engineering, safety, soundness, building defects or conformance with building or other codes or the plans and specifications concerning the building or for any violations of any covenants, conditions or restrictions herein, or any zoning or other applicable land use regulations.

IN WITNESS THEREOF, Declarant has executed this Declaration the day and year first written above.

Yerington Ventures, LLC.
A Nevada State Limited Liability Company

By: 
Its: Managing Member



382592

05/22/2006
013 of 13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CaliforniaCounty of Santa ClaraOn May 5, 2006 before me, Kay M. Hackett, Notary

DATE

NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared Mark R. Nicholson

NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Kay M. Hackett
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Grand View Estates Phase 2

Tentative Subdivision Map

City of Yerington Planning Commission Presentation

October 26, 2022



Property Location

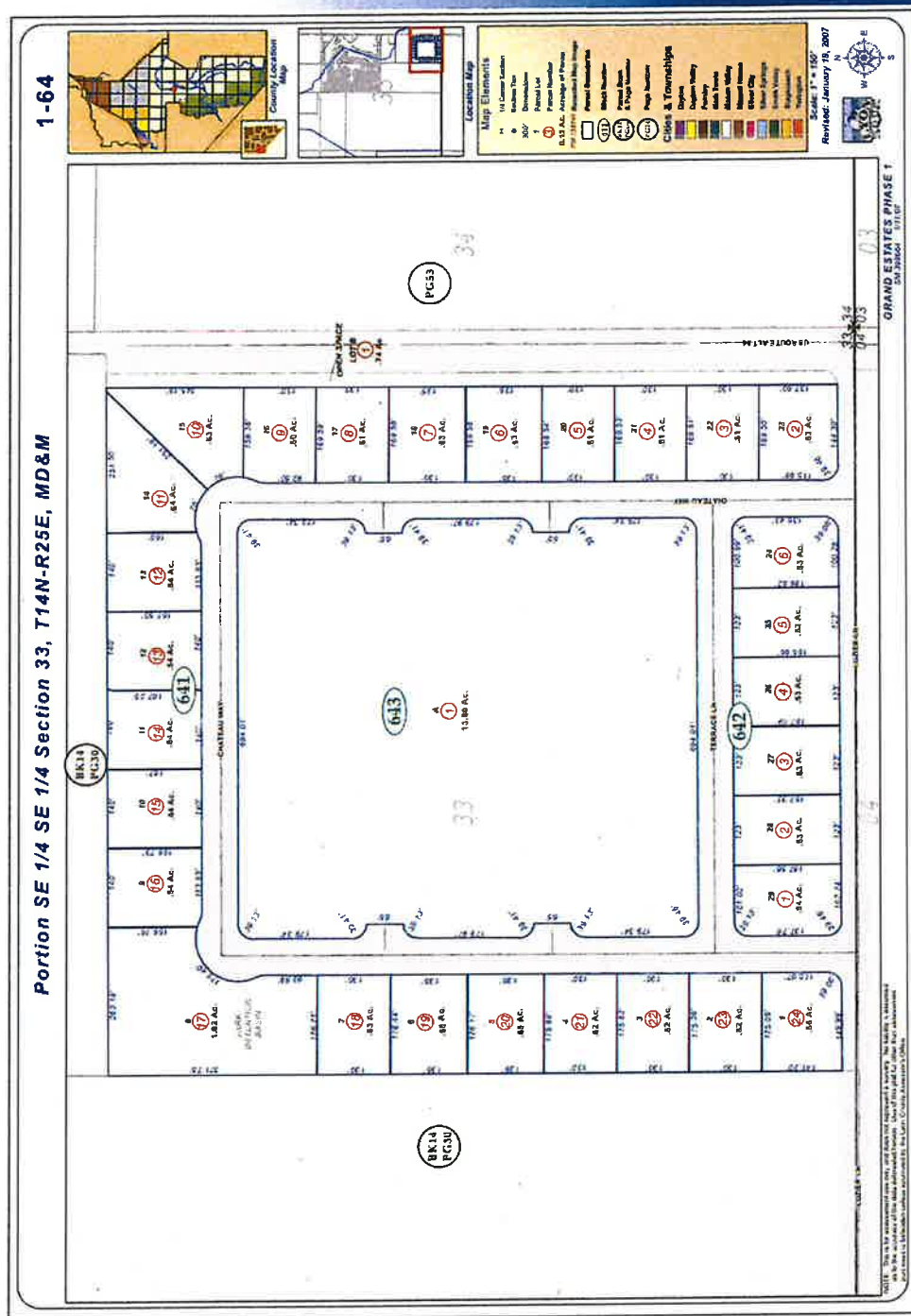
Located west of Hwy 95A, north of Luzier Lane within the Grand Estates subdivision area.

APN 001-643-01
13.8+/- Acres

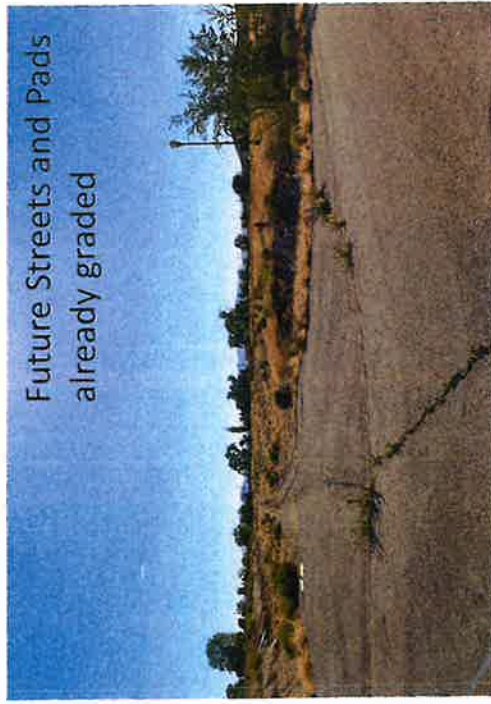
Subject property is Phase 2 of Grand Estates that was never constructed, and the approval expired.



Subject Property was left as Area of Grand Estates to be Completed.

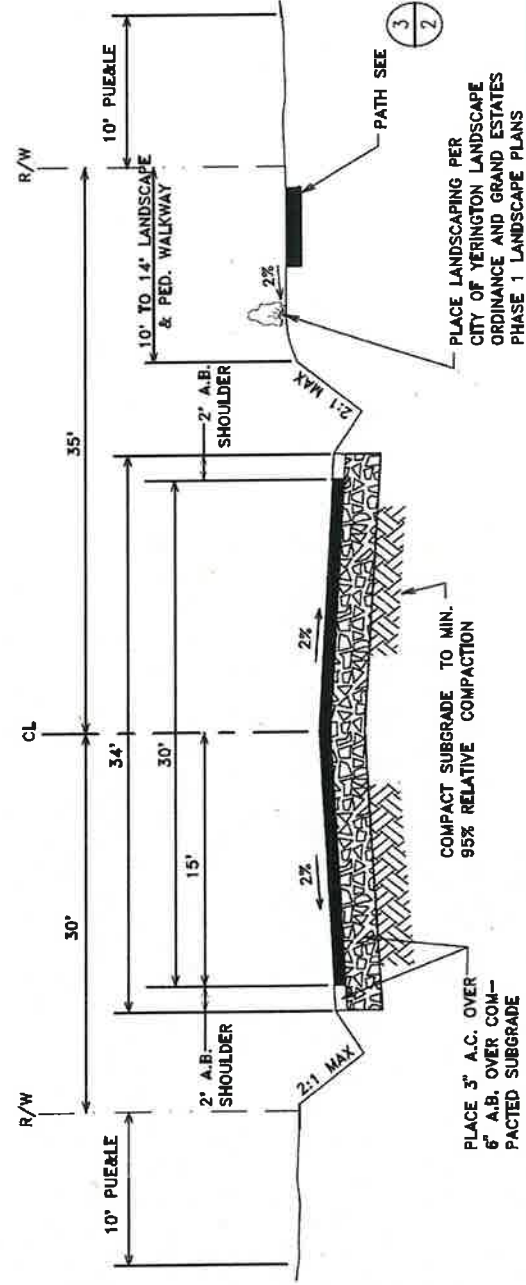
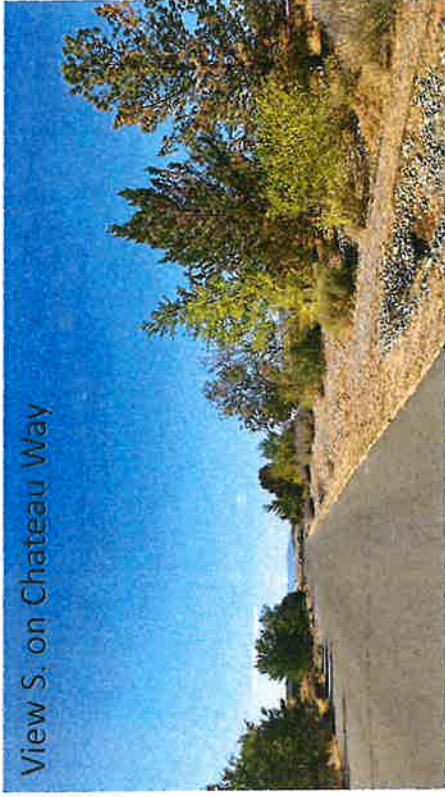


Existing Site Photos



Proposed Street Section

- 65-foot ROW
- 30-foot travel lanes
- roadside drainage
- separated pedestrian path.

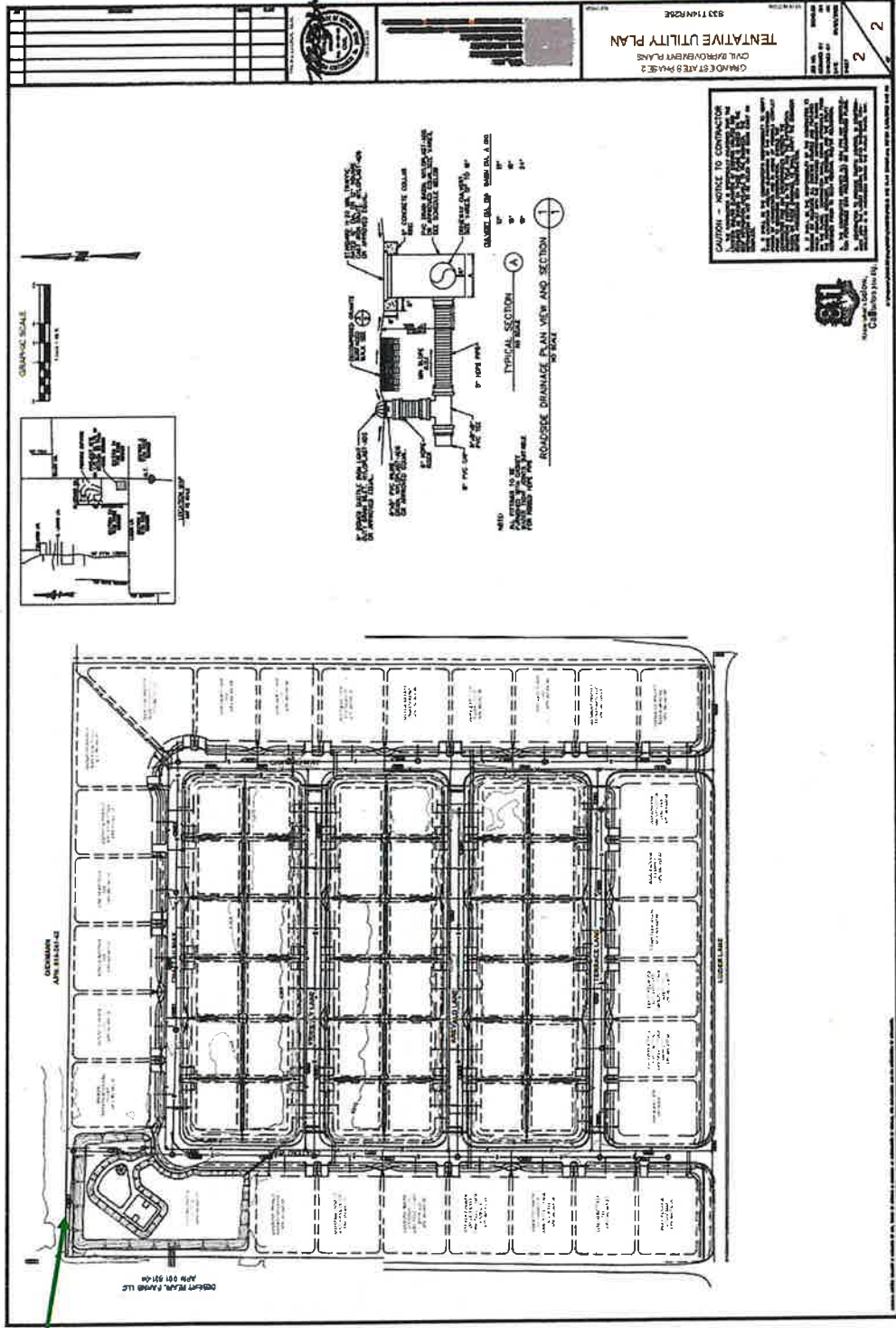


[illegible]

Creative Homes owns 5 of the Phase 1 lots that will connect to sewer along with the 36 within the Phase 2 area bringing the minimum total to 41.

Tentative Map (Sheet 2 of 2)

Lift Station
Location



Sewer System Improvements



Project Benefits

- Sanitary Sewer Improvements
- Park Improvements – CC&R's require HOA
- Vehicular and Pedestrian Improvements
- Adds necessary housing stock in region

Questions?

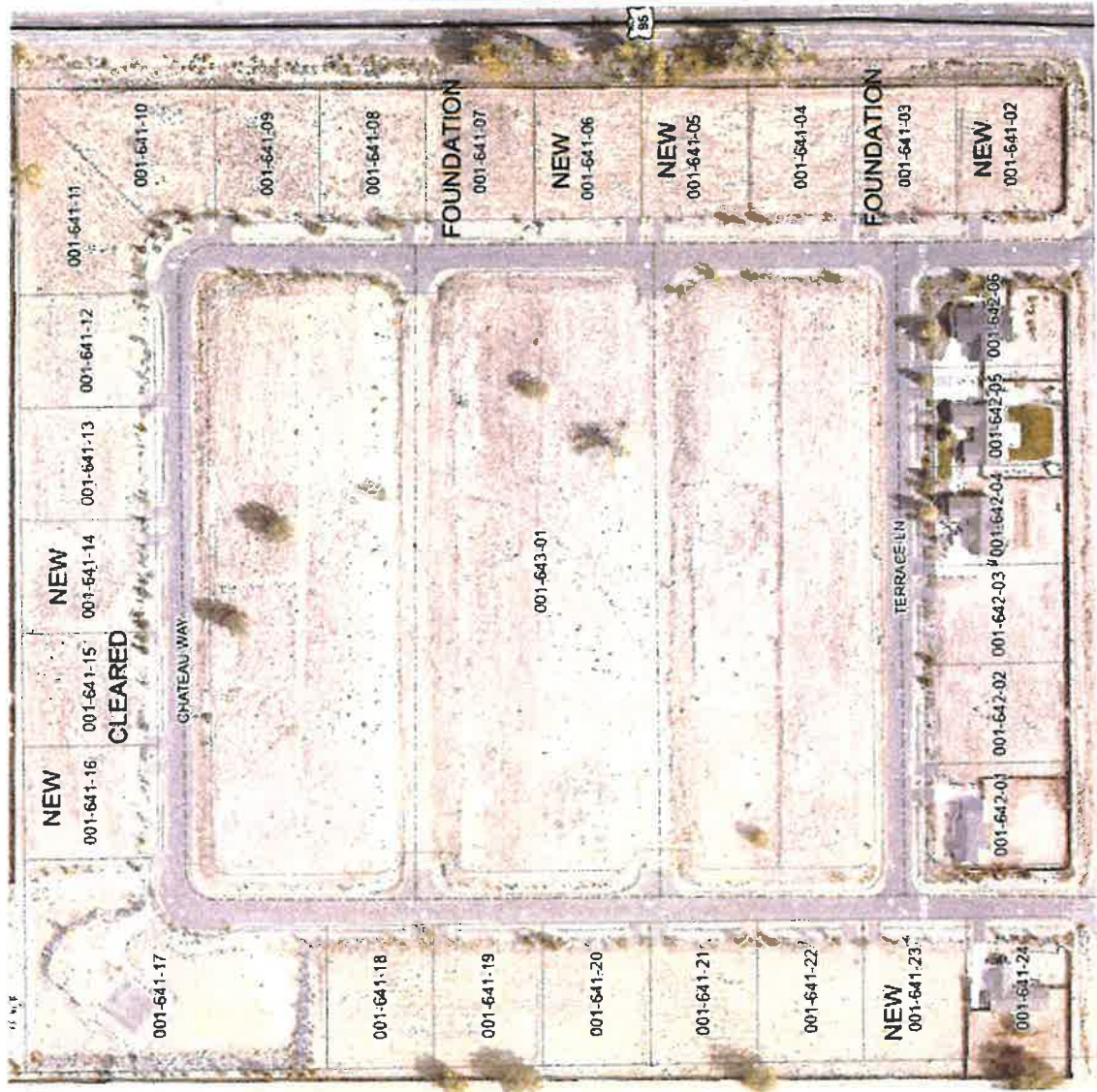


Extra Slides Possibly needed for Questions



Phase 1 Constructed and Under Construction Lots

Based on site visit in early November 2022



Development Agreement

When recorded, mail to:
City Clerk
City of Yerington
14 E. Goldfield Avenue
Yerington, Nevada 89447

DEVELOPMENT AGREEMENT

For Development of Off-Site (Sewer) Improvement

For Grand Estates Phase 2

Yerington, Nevada

Article 1. Parties, definitions, and property description

This Development Agreement ("AGREEMENT") is by and between:

"Developer"

Creative Homes Investment Group, LLC,
A Nevada limited liability corporation
239 Linden Street
Reno, NV 89502

"City"

City of Yerington, a municipal corporation
14 E. Goldfield Avenue
Yerington, Nevada 89447

Key definitions in this Agreement are:

"Project" means the 36-lot single family residential subdivision known as Grand Estates Phase 2 on a tentative subdivision map (*enter city case number*) approved pursuant to Chapter 278 of the Nevada Revised Statutes ("NRS") by the City Council for the City of Yerington ("City Council"), APN 001643-01.

"Project Property" means that real property located in the City of Yerington, County of Nevada, more particularly described as Exhibit A attached hereto.

Development Agreement

Article 2 Recitals.

- A. Brodie Steven Priestly is the Owner of the Project Property.
- B. The Grand Estates Tentative Subdivision Map was originally approved in 2005 by the Yerington City Council. The approval included a total of 64 residential lots in two phases. Phase 1 was approved through a final map and the roadways, utility lines (excluding off-site sewer) and drainage improvements were constructed along with separated pedestrian access. Before final mapping of Phase 2 of the project was approved, the tentative map expired.
- C. Development within Phase 1 of Grand Estates has necessitated that each home provides a septic and leach field system on each developed lot as the community sewer system was never completed.
- D. On , 2022, the Yerington City Council approved a tentative subdivision map (*enter city case number*) for the Grand Estates Phase 2 subject to Conditions of Approval ("Conditions").
- E. Part of the improvements proposed and required with the development of Grand Estates Phase 2 is the completion of the community sewer system, which includes off-site improvements associated with the sewer lift station and sewer lines connecting to the Lyon County gravity sewer system near Penrose Drive and Starsdale Drive
- F. Pursuant to NRS 278.02598, the City Council has the authority to negotiate development agreements to carry out plans for infrastructure to serve a development. In addition, the City Council has the power and authority to adopt an ordinance approving a development agreement for off-site improvements pursuant to Section 11-7-1(b), of the Yerington Municipal Code ("Code").
- G. Acknowledging the foregoing, the parties desire to enter into this Agreement for off-site utilities to serve the Grand Estates subdivision, and to provide for such other matters as set.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 3. Development Matters.

Section 3.1 Development Standards.

The approved tentative subdivision map for Grand Estates Phase 2 allows for the development of 36 single family lots with all utility, roadway and pedestrian accesses, as presented, conditioned and approved by the Yerington City Council per (*enter city case number on*, 2022). Construction of the approved development will include the off-site improvements necessary for the connection of the sewer lines within the Grand Estates subdivision to an operable community sewer system. Improvements to be made include:

- A. Completion of construction of the Grand Estates Sewer Lift Station.

Development Agreement

B. Installation of a sewer force main connected to the Lyon County gravity sewer system near Penrose Drive and Scarsdale Drive free of all encumbrances.

C. Any required easements for the lift station or forcemain. [MAY NEED TO ADD RECORDATION DOC #'S AND DATES FOR EASEMENTS IF THIS DOCUMENT BECOMES TRIGGER FOR ASSIGNMENT OF EASEMENTS]

All facilities will be constructed and proven operational and dedicated to the City of Yerington after inspection and confirmation of operability of the system.

Section 3.2 Timeframe for Completion of Off-Site Improvements.

A. The time allowance for completing the off-site improvements described in section 3.1 shall be 5 years from the date of approval of the tentative subdivision map for Grand Estates Phase 2 (, 2027) or prior to the issuance of the first certificate of occupancy for any lot within Grand Estates Phase 2, whichever is first.

B. Off-site sewer improvements will be offered for dedication to the City of Yerington.

C. A one (1) year warranty period ("Warranty Period") shall be provided for the new facilities. The one (1) year warranty period shall begin on the date of the first hook-up (certificate of occupancy) for the first home within Grand Estates Phase 2 and acceptance of the off-site sewer infrastructure improvements by the City of Yerington. All sewer privilege to connect fees shall be paid prior to the recordation of the final map. Sewer privilege to connect fees shall be capped at the current rate of \$3,800.00 per lot during the four-year tentative map approval period.

D. As-Built and operations and maintenance manuals ("Closeout Documents") shall be provided at the start of the Warranty Period.

E. This agreement shall be terminated at the acceptance of the dedication of the facilities/sewer improvements described above. Review and consideration for acceptance of the facilities/sewer improvements shall not be delayed by the City of Yerington when requested by the developer. The date of termination of this agreement shall not extend beyond six (6) years from the date of the tentative subdivision map approval for Grand Estates Phase 2 or at the closure of the Warranty Period, whichever is first ("Termination Date").

F. Any easements needing to be assigned to the City of Yerington for the facilities covered under this development agreement shall be assigned at the time of dedication. [WE COULD MAKE THIS DEVELOPMENT AGREEMENT THE TRIGGER FOR ASSIGNMENT - NEED TO DISCUSS WITH CITY OF YERINGTON ON WHICH WAY TO GO WITH THIS]

G. If the date for completion of the required off-site sewer improvements falls on a weekend day or legal holiday in the State of Nevada, then the date for such requirement for completion shall be extended to the next business day. The term "business day" means a day that is not Saturday, Sunday or legal holiday in the State of Nevada.

Section 3.3 Limitation.

Development Agreement

The provisions of NRS 278.0201 apply to this Agreement.

Article 4. General Terms.

Section 4.1 Effective Date; approved by ordinance

This Agreement is not effective until it has been approved by ordinance by the City Council, and has been recorded in the Official Records of Lyon County.

Section 4.2 Expiration and Cancellation

Unless amended or cancelled, in whole or in part, pursuant to NRS 278.0205, this Agreement shall expire upon the Termination Date set forth in Section 3.2 above. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 4.3 Modifications and Amendments

Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 4.4 Breach.

A violation of the Agreement shall be a breach of this Agreement, and the breaching party shall have 60 days after receipt of notice delivered in accordance with Section 4.7 below by the nonbreaching party to cure such breach. This notice and cure period do not extend the final map deadlines set forth in Section 3.2 above.

Section 4.5 Entire Agreement.

With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.

Section 4.6 Assignments, Transfer of rights.

Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Project Property.

Section 4.7 Notices, when deemed sufficiently given.

- A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in the transfer agreement, and/or to any address or number subsequently communicated to the sending party in writing.
- B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it

Development Agreement

will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier of service.

D. If notice is sent by facsimile, properly addressed to the addressee specified in Article I above and is actually sent to the correct facsimile number, it will be deemed sufficiently given when receipt is confirmed by either the receiving or sending facsimile machine, provided that that confirmation is in writing and sufficiently identifies the document, and indicates the time and date that the document was received by the receiving facsimile machine.

Section 4.8 Further Documents

Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 4.9 Reserved.

Section 4.10 Time of Essence

Time is of the essence in the performance of this agreement.

Section 4.11 Governing Law

The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

Section 4.12 Severability of invalid or unenforceable provisions.

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

Section 4.13 Binding effect; successors and assigns; assignments/delegation

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or include a waiver or abrogation of any defense to payment by the City of Yerington, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

Section 4.14 No third-party beneficiaries intended.

Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce

Development Agreement

any of the provisions of this Agreement

Section 4.15 Representation and warranties by persons who sign this Agreement.

Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

*[Signature Page Follows]

NDEP Review



NEVADA DIVISION OF

**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Nevada Division of Environmental Protection
1000 South Main Street, Suite 4001
Carson City, NV 89401

October 21, 2022

Jay Flakus
Public Works Director – City of Yerington
14 E. Godfield Avenue
Yerington, NV 89447

Re: Tentative Map – Grand Estates Phase 2
36 lots in the City of Yerington

Dear Mr. Flakus:

The Nevada Division of Environmental Protection (NDEP) has reviewed the above referenced subdivision map and recommends approval of said subdivision with respect to water pollution and sewage disposal, provided that the City of Yerington commits to provide sewage service to said subdivision.

A lift station and force main were proposed in the tentative map. Please ensure that prior to any construction of the lift station and force main, improvement plans will need to be submitted to NDEP's Bureau of Water Pollution Control for review and approval.

Please note that if the developer of this subdivision will disturb more than one (1) acre, they are required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a \$200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control website at http://ndep.nv.gov/bwpc/form_cen003.html for more information about this permit.

Sincerely,

April Holt

April Holt, PE
Technical Services, Compliance, and Enforcement
Bureau of Water Pollution Control

Enclosure: WTS 14-Pump Station Design and Submittal Criterion

cc: Jay Flakus – City of Yerington
Dave Shelgrove – CFA, Inc.
Kelli Luchetti – Creative Homes Investment
NDWR
BCA Superfund Program Manager

Control No. 140990

Legal Findings NRS 278.349

NRS 278.349 Action on tentative map by governing body; considerations in determining action on tentative map; final disposition.

3. The governing body, or planning commission if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil;
- (i) The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;
- (j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands;
- (k) The potential impacts to wildlife and wildlife habitat; and
- (l) The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of paragraph (f) of subsection 1 of NRS 598.0023, if applicable, by the subdivider or any successor in interest.

ITEM

#10



Developers Agreement Application

CITY OF YERINGTON

14 E. Goldfield Ave

YERINGTON, NV 89447

Engineer/Surveyor: CFA, Inc, Kathleen Knight, PE (775) 463-3511 Owner: Brodie Steven Priestly
& Dave Snelgrove, AICP
Address: 1150 Corporate Blvd Address: 1547 US Hwy 395N
City/State/Zip: Reno, NV 89502 City/State/Zip: Minden, NV 89423
Telephone: 775-856-7074 - Kathleen Telephone: 775-856-7073 - Dave

LEGAL DISCRIPTION OF PROPERTY

Tentative Map Name: Grand Estates Assessor's Parcel Number: 001-643-01
Phase II
Tentative Map Approval Date: To be determined

REQUIRED ITEMS FOR APPLICATION

1. Property Tax: Showing taxes are paid current on subject property.
2. List of names and addresses of property owners of land immediately adjoining the area proposed to be platted. (City staff will procure list.)
3. Application Fee: The fee shall be \$3,500 and payable at the time of filing the application. Non-refundable. Applicant shall be responsible for all other fees assessed by state or local agencies in conjunction with this map.

NOTE: If applicant is not the owner, the owner's acknowledgement that they are in agreement with the Developers Agreement filing is required.

OWNER'S CERTIFICATE

I, Brodie S Priestley, Owner in fee of the described property, state that this Developers Agreement/application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

[Signature]
Signature of Owner

State of NEVADA

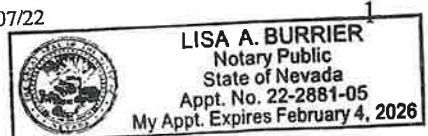
County of Douglas

Subscribed and sworn to before me this 25th day of August, 2020

[Signature]
Notary Public

Seal:

PW-36 Developers Agreement Application—City of Yerington Rev07/22
The City of Yerington is an equal opportunity provider



LYON COUNTY CLERK'S OFFICE

PROPERTY TAX: Signature required from the County Clerk's Office showing property taxes are currently paid on subject property.

I, Shelby Silveira, hereby certify that all required property taxes are currently paid on Assessor's Parcel Number(s):

- 001-643-01
- _____
- _____
- _____
- _____
- _____
- _____

Dated this 26th day of August, 20 22

Shelby Silveira, Deputy Clerk
LYON COUNTY CLERK

Article 2 Recitals.

- A. Brodie Steven Priestly is the Owner of the Project Property.
- B. The Grand Estates Tentative Subdivision Map was originally approved in 2005 by the Yerington City Council. The approval included a total of 64 residential lots in two phases. Phase 1 was approved through a final map and the roadways, utility lines (excluding off-site sewer) and drainage improvements were constructed along with separated pedestrian access. Before final mapping of Phase 2 of the project was approved, the tentative map expired.
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- G. Acknowledging the foregoing, the parties desire to enter into this Agreement for off-site utilities to serve the Grand Estates subdivision. and to provide for such other matters as set.

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Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Project Property.

Section 4.7 Notices, when deemed sufficiently given.

- A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in the transfer agreement, and/or to any address or number subsequently communicated to the sending party in writing.
- B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.
- C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight,

who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

‘[Signature Page Follows]

EXHIBIT A
PROJECT LEGAL DESCRIPTION

ITEM

#11

City of Yerington

Community Center Rental Agreement

Date of Application

Individual or Organization

November 18 2022

VHS Prom

Responsible Person:

Phone:

Amanda Aldridge

(406) 360-8316

Address:

114 Pearl St.

Date(s) Requested:

Times Requested:

4/28 - 4/30

event from
From 8:00 To 12 pm

Approximate Number of People: 250

Event: Yerington High School Prom 2023

Rental Charges/Deposits

Rental of Common Area

\$350.00

Refundable Cleaning Deposit

\$250.00

Will kitchen be needed

☒ YES ☐ NO (Circle One)

for storage + water only

Use of Commercial Kitchen

\$75.00

Proof of insurance (>50 people)?

☐ YES ☐ NO (Circle One) (\$1,000,000.00 minimum liability)

Will tables/chairs be needed?

☒ YES ☐ NO (Circle One) No. of Tables/chairs?

12 tables

Folding 3x8 tables (12); Chairs (100)

\$50.00

100 chairs

Will a riser/platform be needed?

☒ YES ☐ NO (Circle One)

8" high x 8 ft by 24 ft

\$50.00

Will a sound system be needed?

☒ YES ☐ NO (Circle One)

Sound system, wireless mics, mixer 2 750 watt speakers

\$150.00

Liquor Served?

☐ YES ☒ NO (Circle One)

Liquor Sold?

☐ YES ☒ NO (Circle One)

(With Police Dept. signature below, this document will serve as the City Liquor License)

Security personnel*

☐ YES ☒ NO (Circle One)

*required if alcohol is served or sold

Flags (US and State of Nevada)

☐ YES ☒ NO (Circle One)

no charge

TOTAL AMOUNT COLLECTED:

\$ _____ (01-20-00-3179)

Payment due at time of application to guarantee reservation

Application Review:

Police Department: Date: _____

Approved By: _____

Public Works: Date: _____

Approved by: _____

City Clerk: Date: _____

Approved by: _____

City Manager: Date: _____

Approved by: _____

Administrative Use Only:

Date put on Schedule: _____ by _____

Deposit Received: _____ by _____

Proof of Insurance Received: _____ by _____

INDEMNIFICATION AGREEMENT

In consideration of the issuance of a Community Center rental agreement by the City of Yerington to the entity whose name appears below, the said entity does hereby indemnify, defend, and hold harmless the City of Yerington from any and all claims of damages (including reasonable attorney's fees and costs) arising from Applicant's use of the Community Center equipment and facilities, or the conduct of applicants or participants or from any activity, work or thing done, permitted, or suffered by Applicant to be done in or about the areas mentioned.

Applicant shall further indemnify and hold harmless the City of Yerington from all claims and damages (including reasonable attorney's fees and costs) arising from any act, negligence, fault, or omission of Applicant or Applicant's agents, employees, spectators or invitees, and from and against any and all costs, reasonable attorney's fees, expenses and liabilities incurred on or about any such claim or any action or proceeding brought on such claim. In the event any action or proceeding is brought against the City of Yerington by reason of any such claim, Applicant, on notice from the City of Yerington, shall defend it at Applicant's expense by counsel approved in writing by City of Yerington. The individual whose signature appears below represents that he or she has been duly authorized by the Applicant to execute this Indemnification Agreement on its behalf.

Both the organization (if any) and the individual who executes this application below are jointly and severally responsible to ensure that the facility is left clean and ready for subsequent use by others. Both the entity and/or the individual shall pay all costs incurred by the City to clean the facility if left in an unclean or damaged condition.

The Applicants signature below certifies that he/she has read the Agreement

Dated this 11 day of November, 2022.

Applicant understands that the event room must be cleaned by April 30, 2022 @ 4:00 AM/PM in order to be eligible for the cleaning deposit to be eligible for refund.

APPLICANT:

By: A Aldridge
Signature

YHS Juniors
Name of Entity/Organization

Amanda Aldridge
Printed Name/Responsible Party

**** Refund deposit to:**

Name: Amanda Aldridge
Address: 114 Pearl St.



Court Clerk <courtclerk@yerington.net>

Armory prom fees

2 messages

Trunk, Lily <s2023301@student.lyoncsd.org>
To: courtclerk@yerington.net

Tue, Nov 8, 2022 at 10:50 AM

Hi Guadalupe!

It's Lily Trunk with Yerington High School and I'm reaching out to you to ask if we could get on the City Council Meeting Agenda to get the fees waived for using the armory for prom 2023. The Junior Class of 2024 is organizing prom this year and due to our first two years of high school being during the pandemic, we were not able to fundraise adequately in preparation for planning prom. The high school would be so appreciative if we could get the fees waived for renting the armory.

Thank you so much for your consideration!

-Lily Trunk

Court Clerk <courtclerk@yerington.net>
To: "Trunk, Lily" <s2023301@student.lyoncsd.org>

Tue, Nov 8, 2022 at 1:14 PM

Hi Lily,

Can I have you fill out the Rental agreement below and I will place this on our January 9th ,2023 City Council agenda to have City Council decide.

Thank you!

(I will also include your last email to be put on the City Council attachments as well.)

Guadalupe Montes-Meza
Yerington Municipal Court Clerk/Deputy Clerk
courtclerk@yerington.net
Phone: 775-463-3511 ext 106
Fax: (775) 463-9691



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[Quoted text hidden]



Community Center Rental Agreement Jan 2021 (1) (1).doc

35K

ITEM

#12

Bob,

The WRID Cell Tower operates at 900 Mega Hertz & 5 Giga Hertz.

AT&T warrants that its use of the Property will not interfere with existing radio frequency uses, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

Note: AT&T can and ONLY will broadcast on AT&T FCC licensed frequencies.

As you may or may not be aware AT&T have hundreds of existing cell sites located on government agency buildings/property's (i.e. Sheriff's Dept. Fire Stations) all with no cross frequency issues.

As a courtesy I have listed AT&T FCC Licensed frequencies below for your reference:

| | LTE 700 | LTE 850 | LTE 1900 | LTE AWS | LTE WCS |
|---------------------------|-------------------------|---------|---------------------|---------------------|-----------|
| Transmit Frequency Range | 716-722/734-746/758-768 | 869-880 | 1945-1965/1980-1990 | 2130-2140/2160-2170 | 2350-2360 |
| Receiving Frequency Range | 704-716/788-798 | 824-835 | 1865-1885/1900-1910 | 1730-1740/1760-1770 | 2305-2315 |

Should you have any questions and or comments please don't hesitate to reach out to my office at the undersigned.

Joel Brown

Building Official

City of Yerington

14 East Goldfield Avenue

(775) 309-5457

ITEM

#13



14 East Goldfield Avenue, Yerington, Nevada 89447
PHONE: (775) 463-3511 WEBSITE: www.yerington.net FAX: (775) 463-2284
The City of Yerington is an Equal Opportunity Provider

The City of Las Vegas is seeking amicus support for an appeal of a district court judgment to the Nevada Supreme Court. The District Court ruling in question is critically important for every Nevada city. The ruling, if not reversed, would eviscerate the authority of Nevada cities to regulate land development. The District Court held that (1) the zoning of property in Nevada confers a constitutionally protected property right in the owner to build whatever the owner desires, as long as the use is a permitted use under the zoning and the development does not exceed the maximum density allowed by the zoning, (2) the City has no discretion to deny or condition approval of a development application, and (3) the City's Master Plan is irrelevant to any development application.

In issuing these novel and unprecedented rulings, the Court has found unconstitutional virtually the entire land use regulatory scheme in Nevada, which requires cities to adopt General Plans governing the use of property and confers broad discretion on cities to apply General Plan designations and zoning ordinances in the review of land use permit applications. NRS 278.010–278.828. The Court's ruling has also invalidated the City's General Plan and Unified Development Code 19.10.010-19.18, under which the City exercises the discretionary powers granted by state law to process applications for land use permits.

Consistent with the League's Guiding Principle and Mission, the League will be supporting the City of Las Vegas by signing the amicus brief and we encourage the Member Municipalities to join us in this support.

Facts

In 1990, the City of Las Vegas ("City") approved a 1,539-acre planned development known as Peccole Ranch Master Plan ("PRMP") on the condition that the developer set aside more than 200 acres for open space. The City rezoned 614 acres of the PRMP for Residential Planned Development/seven units per acre ("R-PD7"), which requires open space to compliment the housing developed in the district. The developer elected to use the open space for a 211-acre golf course that later expanded to 250 acres. In 1992, the City approved a new General Plan that designated the residential portion of the R-PD7 zoning district for residential and the open space Parks/Recreation/Open Space ("PR-OS"). PR-OS does not permit housing. The City reconfirmed the PR-OS designation repeatedly by ordinances approving updates of the General Plan, the latest occurring in 2018. Under NRS 278.250, the General Plan designation is the law governing the future use of the land, and validly prohibits residential development even if residential use is a permitted use under the zoning. Under well-established law, the City has discretion to lift the PR-OS designation or maintain the status quo.

In 2015, the original developer of the PRMP sold the golf course to EHB Companies ("Developer") for \$4.5 million. The Developer shut down the golf course and segmented the property into four development sites. In 2017, the City approved the Developer's application for 435 luxury-housing units on a 17-acre portion of the golf course. The City denied the Developer's application to develop 61 units on a 35-acre portion of the golf course. The City never ruled on the Developer's application for development of housing on a 133-acre portion of the golf course because its application was incomplete. The Developer never applied to develop the 65-acre portion.

In 2017 and 2018, the Developer sued the City in four separate lawsuits for a regulatory taking, one for each property, even though the Developer intended to develop the entire golf course property. In

In the four lawsuits, the Developer demands \$386 million in damages. In the 35-acre case at issue in the proposed motion for a stay, the District Court found that the City is liable for a taking of the property for denying the Developer's application to build 61 housing units, even though the 35-acre property could not legally be used for housing at the time the Developer bought it. The District Court concluded that the Developer has a constitutional right to build housing on the 35-acre property up to seven units per acre merely because housing is one of the permitted uses of the property. In drawing this conclusion, the Court found that the City has no discretion over the application and that the City's General Plan is a nullity. The total judgment in this case exceeded \$49,000,000.

An amicus brief is currently being prepared and the City of Las Vegas requests that other municipalities sign on to the brief to show support for Las Vegas' position in this appeal.

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS,

Appellant,

vs.

180 LAND CO, LLC, a Nevada limited-liability
Company, FORE STARS, LTD., a Nevada
limited liability company,

Case No. 84345; 84640

Respondents.

[ENTITY NAME] JOINDER TO BRIEF OF AMICI CURIAE CITY OF RENO, CITY OF NORTH LAS
VEGAS, AND INTERNATIONAL MUNICIPAL LAWYER'S ASSOCIATION IN SUPPORT OF
APPELLANT

Comes now, [ENTITY NAME] by and through their undersigned counsel, and pursuant to
NRAP 29(a) hereby joins in its entirety the Brief of Amici Curiae City of Reno, City of North
Las Vegas and International Municipal Lawyers Association in Support of Appellant filed on
December 5, 2022.

[LAW FIRM or ENTITY]

[ATTORNEY], Esq.
Nevada Bar No. [XXXX]
[ADDRESS]
[PHONE]
[FAX]
[E-MAIL]

Attorney for Amicus Curiae

ITEM

#14

CITY OF YERINGTON COMPLAINT FORM

DATE: 07/05/2022
FROM: Lisa Suttor
ADDRESS: 308 Paul Ave
PHONE: 76-247-7160 TAKEN BY: Lupe
DESCRIBE PROBLEM: Lisa is getting billed for ~~the~~ services
she does not have. Would like that fix before
any paving anything No dishwasher no
vegetation.

ROUTE TO: ☒ PUBLIC WORKS
☐ POLICE DEPT.
☒ CITY HALL

ASSIGNMENT COMPLETED DATE _____

REMARKS: _____

☐ FILE CLOSED DATE: _____

DEPARTMENT HEAD

CY #020

105218.06

SUTTOR, USA

308 PAUL AVE

Account balance: 169.96

308 PAUL AVE

Balance due: 11/16/2022 169.96

105218

775-247-7150

YERINGTON NV 89447

Last payment: 10/17/2022 84.98

[Display](#) [Compare](#) [History](#) [Transactions](#) [Customer](#) [Services](#) [Location](#) [Meters](#) [Backflow](#) [Contracts](#) [Loans](#) [Certification](#) [Credit History](#) [Supplemental](#)

Detail Balance by Service Chart

| Date | Description | Amount | Balance | Service | Amount |
|------------|-------------|--------|---------|------------------|--------|
| 01/31/2022 | Billings | .00 | .00 | Water | 67.50 |
| 02/28/2022 | Payments | .00 | .00 | Sewer | 97.96 |
| 02/28/2022 | Billings | .00 | .00 | Water Meter Fee | 2.00 |
| 03/31/2022 | Payments | .00 | .00 | Admin Serv Fee | .00 |
| 03/31/2022 | Billings | .00 | .00 | Deposit - Water | .00 |
| 04/30/2022 | Payments | .00 | .00 | Interest - Water | 1.04 |
| 04/30/2022 | Billings | .00 | .00 | Interest - Sewer | 1.46 |
| 05/31/2022 | Payments | .00 | .00 | | |
| 05/31/2022 | Billings | 72.21 | 72.21 | | |
| 06/30/2022 | Payments | 72.21 | .00 | | |
| 06/30/2022 | Billings | 77.91 | 77.91 | | |
| 07/31/2022 | Payments | .00 | 77.91 | | |
| 07/31/2022 | Billings | 84.90 | 162.81 | | |
| 08/31/2022 | Payments | 77.91 | 84.90 | | |
| 08/31/2022 | Billings | 84.98 | 169.88 | | |
| 09/30/2022 | Payments | 84.90 | 84.98 | | |
| 09/30/2022 | Billings | 84.98 | 169.96 | | |
| 10/31/2022 | Payments | 84.98 | 84.98 | | |
| 10/31/2022 | Billings | 84.98 | 169.96 | | |
| 11/30/2022 | Payments | .00 | 169.96 | | |
| 11/30/2022 | Billings | .00 | 169.96 | | 169.96 |
| 11/30/2022 | | | | Balance | |
| | | | | 11/30/2021 | |
| | | | | 12/31/2021 | |
| | | | | 01/31/2022 | |
| | | | | 02/28/2022 | |
| | | | | 03/31/2022 | |
| | | | | 04/30/2022 | |
| | | | | 05/31/2022 | |
| | | | | 06/30/2022 | |
| | | | | 07/31/2022 | |
| | | | | 08/31/2022 | |
| | | | | 09/30/2022 | |
| | | | | 10/31/2022 | |

Customer: 105218.06 SUTTON, LISA 308 PAUL AVE 105218 775-247-7150 308 PAUL AVE YESINGTON NV 89447

Account Balance: 175.02
Balance Due: 175.02
Last Payment: 80.00

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Meter ID: 77668870 Service: Water

Meter: 77668870
Regular Rate: \$-12280
Multiplier: 1.0000
Surge Multiplier: 1
Scale: .75

Activity Meter Credit Usage Additional Fields Attachments Notes

| Meter ID | Action Code | Period Date | Read Date | Multiplier | Reading | Reading Usage | Information Code |
|----------|----------------------|-------------|------------|------------|---------|---------------|------------------|
| 77668870 | New Connect | 05/31/2022 | 05/05/2022 | 1.0000 | 2 | 0 | |
| 77668870 | Period Meter Reading | 05/31/2022 | 05/24/2022 | 1.0000 | 6 | 4 | |
| 77668870 | Period Meter Reading | 06/30/2022 | 06/28/2022 | 1.0000 | 9 | 3 | |
| 77668870 | Period Meter Reading | 07/31/2022 | 07/26/2022 | 1.0000 | 10 | 1 | |
| 77668870 | Period Meter Reading | 08/31/2022 | 08/29/2022 | 1.0000 | 13 | 3 | |
| 77668870 | Period Meter Reading | 09/30/2022 | 09/23/2022 | 1.0000 | 16 | 3 | |
| 77668870 | Period Meter Reading | 10/31/2022 | 10/24/2022 | 1.0000 | 20 | 4 | |
| 77668870 | Period Meter Reading | 11/30/2022 | 11/28/2022 | 1.0000 | 23 | 3 | |

Account balance: 169.96
Balance due: 11/16/2022 169.96
Last payment: 10/17/2022 84.96

105218-06 SUTTON, LISA 308 PAUL AVE
308 PAUL AVE
105218 775-247-7150 YERINGTON NV 89447
Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental
Customer 1 Customer 2 Equal Pay Alternate Mailing Additional Fields Deposits Assistance Direct Pay Attachments Collection Comments Notes

Existing notes:

- 11/15/2022 03:12 PM - SS
At 2:40 p.m. I telephoned Ms. Sutton. I explained to Ms. Sutton that if she had an issue with her billing she could attend the December 12th City Council meeting and state her issue to Council.
Ms. Sutton stated that she does not have any bathroom fixtures in her home and therefore should be an exception and not required to pay her monthly bill. I explained to Ms. Sutton that her meter does show usage on her side and the billing stands. Ms. Sutton stated that she has called a number of people and cannot get this matter resolved. She also stated that someone at City Hall had told her to go to the City Council meeting to have her issue addressed; however she did not attend.
- Ms. Sutton stated that she will be in by 10:00 a.m. tomorrow to pay her utility bill.
Ms. Sutton needs to continue paying her monthly bill at this time and is subject to all notices for nonpayment until otherwise directed by the City Council.
- 11/15/2022 02:35 PM - fr
At 1:57 I received a text message from Terciera on my work phone, to go to 308 Paul Ave to check for any water leak. Upon arriving I did checked the meter, I video taped the meter to verified that it was not spinning, the meter was not spinning the read on the meter was 0023 on November 15, 2022. the video will be saved on the W drive, titled 308 Paul Ave. (Ms. Sutton).
- 11/15/2022 02:26 PM - fr
- 11/15/2022 02:05 PM - GM
LUPE RECEIVED A CALL FROM MS. SUTTON. MS.SUTTON STATED THAT SHE DOES NOT KNOW WHY SHE IS BEING BILLED FOR SEWER WHEN SHE DOES NOT USE SEWER. MS.SUTTON ALSO STATED SHE DOES NOT KNOW WHY SHE HAS SUCH A HIGH BILL, LUPE NOTIFIED HER THAT IT SEEMS LIKE SHE MISSED A PAYMENT A COUPLE MONTHS PRIOR SO THE ACCOUNT HAS NEVER BEEN COMPLETELY PAID. CUSTOMER CONTINUED TO ARGUE AND DEMANDED TO BE ESCALATED. ALL OF THE PRIOR CONVERSATIONS AND CURRENT CONVERSATION HAVE NOW BEEN PASSED TO CITY CLERK SHEEMA SHAW. SHEEMA WAS PROVIDED ALL INFORMATION AND IS NOW BEING HANDLED.

Location

308 PAUL AVE

YERINGTON NV 89447

775-247-7150

105218

SUTTOR, LISA

308 PAUL AVE

105218

105218.06

135.34

100.02

75.00-

Account balance:

Balance due: 12/15/2022

Last payment: 12/14/2022

3067 of 7934

Display

Amounts

Usages

Payment detail

Adjustment detail

Summarize by

Detail

Service

Service category

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental
 Detail Bill Usage Chart Bill Amount Chart Billing Chart

| | 12/31/2022 | 11/30/2022 | 10/31/2022 | 09/30/2022 | 08/31/2022 | 07/31/2022 | 06/30/2022 | 05/31/2022 | 04/30/2022 | 12/31/2021 |
|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Water | 35.32 | 33.75 | 33.75 | 33.75 | 33.75 | 33.75 | 33.75 | 33.75 | 33.75 | .00 |
| Water usage | 5 | 3 | 3 | 4 | 3 | 3 | 1 | 3 | 4 | 0 |
| Sewer | .00 | 48.98 | 48.98 | 48.98 | 48.98 | 48.98 | 48.98 | 43.16 | 37.59 | .00 |
| Water Meter Fee | .00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | .87 | .00 |
| Admin Serv Fee | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| Deposit - Water | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| Interest - Water | .00 | .55 | .52 | .52 | .52 | .52 | .52 | .00 | .00 | .00 |
| Interest - Sewer | .00 | .78 | .73 | .73 | .73 | .73 | .65 | .00 | .00 | .00 |
| Total charges | 35.32 | 85.06 | 84.98 | 84.98 | 84.98 | 84.98 | 84.98 | 77.91 | 72.21 | .00 |
| Previous balance | 175.02 | 169.96 | 169.96 | 169.96 | 162.81 | 77.91 | 77.91 | 72.21 | .00 | .00 |
| Payments | 75.00- | 80.00- | 84.98- | 84.90- | 77.91- | .00 | .00 | 72.21- | .00 | .00 |
| Adjustments | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |

| | | | | | | | | | | |
|--------|--------|--------|--------|--------|--------|--------|-------|-------|-----|-----|
| 135.34 | 175.02 | 169.96 | 169.96 | 169.96 | 169.88 | 162.81 | 77.91 | 72.21 | .00 | .00 |
|--------|--------|--------|--------|--------|--------|--------|-------|-------|-----|-----|

Councilman Galvin asked what amount the City put aside for this project. City Manager Switzer stated about \$27,000.00 to about \$28,000.00 is set aside. The City will reach back out to the individuals who planned on donating and see if those amounts are still available.

Councilman Bryant made a motion to accept agenda item number eighteen conditional on the private donations to bring the amount back down to \$62,000.00, seconded by Councilman Galvin. Mayor Garry asked if the project is stopped if the donations are not received? City Manager Switzer stated the City could bring the item back in January to approve of the private individuals amounts first then come back with a final figure. Councilman Bryant asked if the project is halted, could there possibly be another increase of more than \$71,200.00. City Manager Switzer stated it is definitely a possibility, yes and the project would be good to have the community buy in.

Mayor Garry stated the agenda item is tabled until the first meeting in January and asked for comments with no comments made at this time.

Public Participation

Ms. Lisa Sutter stated she purchased a house at 308 Paul Street without knowing about the Water and Sewer Project and has some issues with the billing. City Manager Switzer asked for Ms. Sutter to meet with him after the City Council meeting and to provide her name, address and telephone number to provide more help. Mayor Garry agreed that Ms. Sutter should make arrangements to see City Manager Switzer.

Mayor Garry asked for comments and no comments were made at this time.

Department Reports

City Attorney Zumpft stated happy holidays to you and yours.

Chief of Police Wagner stated the 2023 Tahoe's are here and needs to be upfitted. The Police Department is waiting on one background check then if hired, the Police Department will be at full staff. The Police Department needs to new AT&T tower for their local communication. The three way stop on Pearl Street and California Street should not be changed prior to it being paved, which would cause an issue with safety.

Public Works Director Flakus stated he does not believe the AT&T tower will cause interference at all with the other communications. The Public Works Department is hiring a new Public Works Assistant and a Public Works Clerk.

Building Official Brown stated Merry Christmas.

City Manager Switzer stated the PAPI's and REIL's Project will start in early January.