



14 East Goldfield Avenue, Yerington, Nevada 89447  
PHONE: (775) 463-3511 WEBSITE: [www.yerington.net](http://www.yerington.net) FAX: (775) 463-2284  
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## **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 10<sup>th</sup> day of July, 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. **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.

4. **For Possible Action:** Review and Approval of minutes from prior meeting dated June 12<sup>th</sup> and June 26, 2023 regular meeting.
5. **For Possible Action:** to approve New, Renewal and Name Change Business License Applications.
  - A. Roberto Fuentes-Rodriguez & Maria Yesenia Limon dba El Superior Restaurant, LLC, Restaurant & Full-Service Catering, 121 W. Bridge St. Yerington, NV 89447-Adding New Service
  - B. Scott Gray dba Stewart Title Corporation, Title & Escrow Service, 504 & 506 W. Goldfield Ave Yerington, NV 89447-Address Change
  - C. Francis Xavier Helgesen dba Preferred Networks, Inc., Internet Service Provider, 3072 Research Way Ste 50 Carson City, NV 89706-Owner Change
  - D. Nathan Koop dba N.K Sign Co., Outdoor Advertising-Painting, 312 Kay Way Yerington, NV 89447-New
6. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:

**Checks 37180 through 37228 totaling \$125,503.30**
7. **For Possible Action:** Discussion and Possible Action to approve an extension of the Cross-Connection Grant Program until September 30, 2023, for those properties currently signed up with an approved backflow installation company. Any remaining funds after the extension will be classified as uncommitted.
8. **For Possible Action:** Discussion and Possible Action to approve an amendment to the Cooperative Agreement for Judicial Services between Lyon County and the City of Yerington. The Nevada legislature passed AB 518 this legislative session which provided additional funding of \$450.00 per

day for judges working Saturdays and Sundays for bail hearings. The funding is for the period from July 1, 2023, through June 30, 2025.

9. **For Possible Action:** Discussion and Possible Action to approve a Recommendation from the Yerington Planning Commission of a Development Agreement for Off-Site (Sewer) Improvement between the City of Yerington and Creative Homes Investment Group, L.L.C, for Grand Estates Phase 2.
10. **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.
11. **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

## 12. 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](http://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](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](mailto: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](http://notice.nv.gov) and the City of Yerington website at [www.yerington.net](http://www.yerington.net) on the 5th day of July, 2023, in compliance with NRS 241.020.

*Sheema D. Shaw*

Sheema D. Shaw, City Clerk - signing for  
City of Yerington *Sheema D. Shaw*

*7/5/23*

Date





**ITEM**

**#4**



**Yerington City Council Meeting**  
**June 12, 2023 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, Shane Martin, Matthew Galvin and Frank Pizzo  
City Manager Robert Switzer  
City Attorney Chuck Zumpft  
City Clerk Sheema D. Shaw  
Chief of Police Darren Wagner  
Public Works Director Jay Flakus  
Building Official Joel Brown  
Grants Administrator Angela Moore

Absent:       None

Guests:       Ms. Diane Arvizo, Lyon County Sherriff Brad Pope, Ms. Amy Miller, Ms. Susan Parker, Mr. Dave DeGrendele, Ms. Deb DeGrendele, Ms. Julia Pounds, Ms. Donna McDonald, Ms. Tina Peterson and Mr. Wayne Carlson

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. Mr. Dave DeGrendele stated he noticed more patrol officers on the streets and he appreciates the extra effort from the Yerington Police Department. Mayor Garry asked for comments and no further comments were made at this time.

**Agenda Approval**

Mayor Garry stated the agenda would be approved as presented unless there were any objections or corrections. City Manager Switzer stated no corrections need to be made at this time. Mayor Garry stated the agenda was approved as presented and the motion was approved unanimously.

**Minutes**

Mayor Garry stated the minutes from prior meeting dated May 22, 2023 regular meeting would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made at this time, the minutes from prior meeting dated May 22, 2023 regular meeting were approved as presented and the motion was approved unanimously.

**Review Bills Previously Submitted for Payment**

Bills, Salaries and Vouchers:

Accounts Payable Checks	05/16/2023	36979 through 37043
	05/22/2023	37044 through 37056
	05/24/2023	37057 through 37058
	05/25/2023	37059
	05/31/2023	37065 through 37098
Payroll Checks	05/30/2023	37060 through 37063
Payroll Vouchers	05/30/2023	6012301 through 6012324
Transmittal Checks	05/30/2023	37064
Transmittal Vouchers	05/30/2023	5302301

Mayor Garry stated the bills previously submitted for payment, checks 36979 through 37098 totaling \$1,817,112.12, would be approved unless there were any objections or corrections. Mayor Garry stated no comments or objections were made at this time and the bills previously submitted for payment were approved unanimously.

Approve New, Renewal and Name Change Business License Applications.

- A. Justin C. Warner dba Eagle Ship and Print, LLC., Shipping and Printing Services, 815 W. Bridge St. Space 1, Yerington, NV 89447 – NEW
- B. Emanuel Alves dba Rolling Frito-Lay Sales, LP., Wholesale Snacks, 26672 Towne Centre Drive, Suite 360, Foothill Ranch, CA 92610 – RENEWAL
- C. Robert Stoppek and Heather Brown dba Johnson Controls Security Solutions, LLC., Installation of Electronic Security Systems, 1105 South Rock Boulevard, Suite 128, Reno, NV 89502 – RENEWAL
- D. Darren A. Royalty dba Royalty Companies of Indiana, Inc., Roofing and Gutters, 2099 E. Tipton Street, Seymour, IN 47274 – NEW
- E. Ryan Harrison and Christian Harrison dba Progressive Technologies, Inc. dba Sign Crafters, Manufacture and Installation of Electric Signs, 955 S. McCarran Blvd., Suite 103, Sparks, NV 89431 – NEW
- F. Lisa Hartlauer dba Hartlauer Manufacturing, LLC., Installation, Service and Manufacturer of Illum/Non-Illum Signs, 3900 W. Dewey Dr., Las Vegas, NV 89118 – NEW
- G. Martin Crew, Justin Legg and Jon Del Santo dba Construction Materials Engineers, Inc., Engineering Consulting, 300 Sierra Manor Drive, Suite 1, Reno, NV 89511 – NEW
- H. Matthew Herron dba Herron Home Inspections, Home Inspections, 17568 Sunstone Court, Reno, NV 89508 – NEW

Mayor Garry stated the business license applications A. through H. would be approved as presented unless there were any objections or corrections. Mayor Garry

stated no objections were made and the business license application A. through H. were approved as presented.

Approve a recommendation from the Administrative Committee for records destruction of documents in accordance with the State of Nevada Records retention schedule.

City Clerk Shaw stated some records are at or past the destruction date and needs approval from City Council to have the records destroyed. The Administration Committee have approved for the records destruction which includes the bookkeeper's files, cash receipting and many more. Mayor Garry asked if any records of historical interest would be destroyed. City Clerk Shaw stated no, these records are just the daily activities for the City.

Councilman Galvin made a motion to accept item number seven as presented, seconded by Councilman Martin. Mayor Garry asked for comments, no comments were made and the motion was approved unanimously.

Approve renewal proposal from Nevada Public Agency Insurance Pool (POOL) and payment from fiscal year 2023 – 2024 funds.

Ms. Tina Petersen and Mr. Wayne Carlson with POOL Pact provided a presentation to City Council. Ms. Peterson stated the insurance coverage summary page shows a total cost in the amount of \$138,175.44 with the agent compensation in the amount of \$9,670.13 for a total program cost including all POOL services in the amount of \$147,845.57. Councilman Bryant asked how many claims the City currently has. Ms. Petersen stated the City has about five claims. Councilman Galvin asked what was the average amount of increase across the board for just law enforcement. Mr. Carlson stated there was a ten percent increase in all the values. Law enforcement for just the liability coverage drove up some of the cost, which has more risk and more exposures. The Risk Management Grant Program to improve companies risk levels is still being offered with a cost sharing amount. KnowBe4 training is an anti-phishing service for businesses to prevent the amount of losses to a company.

City Clerk Shaw stated City staff are actively involved in the KnowBe4 trainings. Ms. Lori Phillips has completed the Human Resources (HR) training and has her certification. She will be taking over the HR department within a year.

Councilman Bryant asked if the City is mandated to work with POOL Pact. The City would have a twenty percent increase with a \$2,000,000.00 decrease in coverage. Mr. Carlson added the only reduction is coverage is the cyber protection. City Manager Switzer stated every state has a POOL type of insurance and is common for municipalities to work with POOL companies. The insurance would start on July 1, 2023. Councilman Bryant asked who the City would get claims that were still outstanding closed or resolved. Ms. Petersen stated she could provide an explanation about the claim process and where the City of Yerington currently is standing in a private meeting.

Councilman Bryant made a motion to approve agenda item number eight with the option of the \$1,000.00 deductible for a total amount of \$147,845.57, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made and the motion was approved unanimously.

Approval of Resolution 2023-02: A Resolution of the City Council of Yerington, Nevada Providing for the Transfer of the City's 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and Other Matters Related Thereto.

Ms. Diane Arvizo, Director for Nevada Rural Housing Authority (NRHA) was present for questions and provided a presentation to City Council. NRHA is requesting the Private Activity Bond Volume Cap transfer from the City of Yerington. The transfer will be benefitting rural communities within the city limits of Yerington. Southwood Apartments and Yerington Manor offers vouchers for assistance with rent. NRHA is mission driven and the federal government issues the Private Activity Bond Volume Cap. Councilman Bryant stated he is in favor of this program.

Councilman Bryant made a motion to approve agenda item number nine as presented and to transfer an amount of \$203,692.08 to NRHA, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made and the motion was approved unanimously.

Approve the purchase of three (3) solar light poles in the amount of Sixteen Thousand Nine Hundred and Forty-Eight Dollars (\$16,948.00) from Greenshine New Energy, 23661 Birtcher Dr., Lake Forest, CA 92630. Each light pole will have two 5,288 lumens LED lamps, a solar charger and will be twenty feet (20 ft.) in height.

City Manager Switzer stated the solar lighting will provide more safety in the front of the City Hall parking lot. Three poles with two lights per pole will be purchased and placed in the middle row of the parking lot that will help with lighting in the night time and during dusk conditions. City Manager Switzer recommends approval of the lowest quote received, Greenshine New Energy.

Councilman Galvin made a motion to accept agenda item number ten as presented, seconded by Councilman Pizzo. Mayor Garry asked for comments. Ms. Susan Parker stated she is interested in this agenda item due to light pollution. What direction will the lights shine? City Manager Switzer stated the focus of the lights will be pointing downward. Mayor Garry asked for further comments, no comments were made at this time and the motion was approved unanimously.

Approve installation of three (3) solar light poles at the City Hall customer parking lot. The City received one quote for preparation of concrete footings, assembly of the poles and final installation from Desert Engineering in the amount of Ten Thousand Five Hundred and Twenty-Eight Dollars (\$10,528.00). Total cost for the solar lights and installation is Twenty-Seven Thousand Four Hundred and Seventy-Six Dollars (\$27,476.00) to be paid from ARPA funds.



City Manager Switzer stated the City had a hard time receiving quotes for the work. A quote was received from Desert Engineering in the amount of \$10,528.00 with a total cost for the project in the amount of \$27,476.00 with a budgeted amount of \$50,000.00. Mayor Garry asked if bollards would be installed as well. City Manager Switzer stated those would be an additional cost.

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

Approve changing the City of Yerington's Room Tax Board from a decision-making board to a recommendation-making board advising the City Council on expenditures from Transient Lodging Tax revenues. Per prior Council discussion, this action addresses concerns over non-elected board members making spending decisions with tax revenues. Yerington City Code 3-11-5B gives the City Council authority to spend Room Tax monies for any lawful purpose pursuant to applicable Nevada Revised Statutes.

City Manager Switzer stated this agenda item addresses a concern from prior discussions. The City of Yerington boards are created from City Council. The issue is that City Council has the authority to appoint a board to spend tax revenues but the City has not performed that. City Council let a non-electing board decide to spend monies which was the Room Tax Board. City Manager Switzer recommends for City Council to remove this authority and to change the Room Tax Board from a decision-making board to a recommendation board. Some spending decisions that the Room Tax Board has been making is about \$25,000.00 to \$28,000.00 every six months. The City collects between \$95,000.00 to \$100,000.00 each year in room tax revenues which will increase with the addition of the new RV Park. Mayor Garry stated only elected City officials should be making money decisions but a final decision should rest with City Council. Councilman Bryant stated the Room Tax Board should be in line with the rest of the boards.

Councilman Galvin made a motion to accept line item number twelve as presented, seconded by Councilman Bryant. Mayor Garry asked for comments. Ms. Donna McDonald asked if changing the Room Tax Board to a recommendation board would slow down or change the process of the room tax funding. Councilman Galvin stated it would slow down the process slightly but only by about two weeks or so. City Clerk Shaw stated City Council would approve the funding before spending is authorized on July 1<sup>st</sup>. Mayor Garry asked for comments, no further comments were made and the motion was approved unanimously.

Approve leasing of a Schwarze A9 Street Sweeper in the amount of \$333,283.00 with a five-year lease payable in annual installments of \$79,711.38 for a total cost of \$398,556.90.

City Manager Switzer stated a resolution needs to be in place before a rental agreement could be signed for the Street Sweeper. Councilman Bryant asked if there is

a possibility to be added on the Lyon County or the State of Nevada agreements regarding the roads. City Manager Switzer stated the Street Sweepers are a very high maintenance item and the lease option would offer less maintenance and would be included within the lease. The City should stick to maintaining our current streets as well as the Yerington Municipal Airport. Public Works Director Flakus stated Public Works is on a five-week rotation that covers every City street. Mayor Garry added the State of Nevada is required to maintain Main Street. Public Works Director Flakus stated the mile of Main Street, Nevada Department of Transportation (NDOT) does street sweep it. The City has discussed taking over Main Street between Bridge Street and Goldfield Avenue.

Mayor Garry asked for comments and no comments were made at this time. Mayor Garry stated the agenda item will be tabled until approval is given to the City from the Department of Taxation.

Consider a request from the Lyon County Fair Board for an additional room tax expenditure in the amount of Two Thousand and Sixty-Five Dollars (\$2,065.00). There were more requests for funds that the budgeted amount of Twenty-Five Thousand Dollars (\$25,000.00) and several applicants' requests were reduced. The Lyon County Fair Board is asking for the additional funding which, if awarded, would restore the full funding request of Five Thousand Dollars (\$5,000.00).

City Manager Switzer stated at the recent Room Tax Board meeting, applicants applied and many amounts were reduced. The Lyon County Fair Board was awarded with a reduced amount for \$2,065.00.

Councilman Galvin stated the Lyon County Fair Board missed the deadline for the room tax money. City Manager Switzer stated the City accepted the application at the meeting but instead of offering the full amount, other applicants reduced their amounts in order for the Lyon County Fair Board to receive a portion of their amount. City Manager Switzer recommends for City Council to hold strong with the Room Tax Board's recommendation for the reduced fees. Councilman Bryant asked Lyon County Fair Board if an amount is given, what would the dollars being going to. Ms. Donna McDonald with the Lyon County Fair Board stated the use of the money would help fill the hotel rooms which would benefit the City. Advertising, paper ads, social media, radio, print ads, trifolds to all the Chamber of Commerce's in Lyon County will be purchased with the money. The money received from room tax dollars have increased the attendance of all the events. Councilman Bryant stated digital advertisement would have more of a benefit for attendance at the events and it was also help spend the word. For a process standpoint of the City's rules, City Council needs to stand firm on this decision.

Mayor Garry asked for comments. Ms. Susan Parker asked how many years the fair has been in existence. Councilman Galvin stated at least over twenty-five years, but the application should have been turned in on time. Ms. McDonald stated there was confusion on the City's website which stated two different types of information on the deadlines. Councilman Bryant asked how many other applicants were on time with



submitting their applications. Councilman Galvin stated roughly ten. Mayor Garry stated the City does not want to be in a position of breaking our own rules.

City Manager Switzer stated City Council can also approve of no action. City Attorney Zumpft stated if no action is taken, the motion was then be dead.

Mayor Garry stated no action was made and the motion was denied. Mayor Garry asked for comments. Mr. Dave DeGrendele stated one of the biggest disappointments was of the funding for the county fairs, which are well funded. The fair does bring people into town and to the hotels. The county fair has made a bunch of improvements within the twenty years that they have been here. Mayor Garry asked for comments and no further comments were made at this time.

### Public Participation

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

### Department Reports

Chief of Police Wagner stated Officer Wisner attended the School Resource Officer (SRO) training and is now certified in that position. The Police Department is very busy with weed complaints, nuisance complaints and the current flood warning. Councilman Bryant stated he met the new K-9, Joker over the weekend and he is happy to see everything coming along with that position. Councilman Bryant stated it is also very good to see the community presence around town.

Public Works Director Flakus stated the Yerington Police Department has a new Facebook page, please see that page for updates within the community. The Main Street Car Show was this weekend and many people came to the event. Fire Chief Draper placed the trashcans and benches and planted the trees within the planters along Main Street. City Manager Switzer stated he is working with Dowl to improve East Goldfield Avenue which will solve the issue with the curb and gutter in front of the new city sign.

Building Official Brown stated building permits for the month of May were in the amount of \$52,583.02 received by the City.

City Manager Switzer stated the City advertised for consulting work for the Master Plan and no proposals were received. A different plan needs to be set up and the City is looking at sending information to the University of Nevada, Reno (UNR). Once a plan is in place, an update will be provided to City Council.

City Clerk Shaw stated it is almost the end of the fiscal year and City staff is very busy wrapping up their reports. Mr. Jim Sciarani should be here soon to start the audit and the next few weeks will be very busy.

Councilman Pizzo stated a good event was held over the weekend with a live band that was put on by the Chamber of Commerce.

Councilman Bryant thanked Public Works Director Flakus, the Public Works crew and Chief of Police Wagner for the community presence. The Public Works Department will be very busy with standing water conditions along the storm drains and keeping the public safe with the removal of the water.

Councilman Galvin stated a sandbag station is currently at Lyon County Jail and thank you to Lyon County Sherriff Brad Pope. Work along the river is being performed and thank you to everyone for their help.

Mayor Garry thanked Mr. Omar Lopez with the Chamber of Commerce for the event over the weekend. Mayor Garry also thanked Lyon County Emergency Services, Peri and Sons, Public Works Director Flakus, Chief of Police Wagner and to the public for being in support of the City of Yerington. This valley is definitely a neighbor helping neighbor community.

There being no further business, the meeting was adjourned.

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Mayor of the City of Yerington

ATTEST:

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City Clerk of the City of Yerington

**Yerington City Council Meeting**  
**June 26, 2023 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, Shane Martin (Via Telephone), Matthew Galvin and Frank Pizzo  
City Manager Robert Switzer  
City Attorney Chuck Zumpft (arrived at 10:01a.m.)  
City Clerk Sheema D. Shaw  
Chief of Police Darren Wagner  
Public Works Director Jay Flakus  
Building Official Joel Brown  
Grants Administrator Angela Moore

Absent:       None

Guests:       Lyon County Sherriff Brad Pope, Deputy Brantingham, Ms. Susan Parker and Ms. Chantae Lessard

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. Ms. Chantae Lessard with Hudbay Minerals stated they will be starting work soon. Mayor Garry provided a written public comment from Ms. Mary Swirsky stating she is very thrilled with the work that is being performed on Main Street. Mayor Garry asked for comments and no further comments were made at this time.

**Agenda Approval**

Mayor Garry stated the agenda would be approved as presented unless there were any objections or corrections. City Manager Switzer stated no corrections need to be made at this time. Mayor Garry stated the agenda was approved as presented and the motion was approved unanimously.

**Review Bills Previously Submitted for Payment**

Bills, Salaries and Vouchers:

Accounts Payable Checks	06/05/2023	37099 through 37136
	06/13/2023	37147 through 37179
Payroll Checks	06/12/2023	37137 through 37144

Payroll Vouchers	06/12/2023	6152301 through 6152327
Transmittal Checks	06/12/2023	37145 through 37146
Transmittal Vouchers	06/12/2023	6122301

Mayor Garry stated the bills previously submitted for payment, checks 37099 through 37179 totaling \$242,111.73, would be approved unless there were any objections or corrections. Mayor Garry stated no comments or objections were made at this time and the bills previously submitted for payment were approved unanimously.

Revoke Business Licenses Due to Non-Payment for the 1<sup>st</sup> Quarter, January – March 2023.

- A. Willis Guy dba Willis H. Guy, CPA, P.O. Box 1229 Yerington, NV 89447
- B. Charles Grant dba Dennick, LLC., 1717 Sawmill Road Minden, NV 89423
- C. Jose Garcia dba Elite Roof Systems & Solutions, LLC., 507 Summer Street Fernley, NV 89408
- D. Jose & Jesus Ayala dba Cobra Concrete, LLC., 1105 Browne Lane Fernley, NV 89408
- E. Richard & Kandice Todd & Timothy & Michael Klotz dba Brother's Eat, LLC. dba Bite Me, 5967 Gardenia Court Sun Valley, NV 89433
- F. Maria Saludni dba Maria Bookgirl Salundi, 4162 Furnace Creek Road Carson City, NV 89706
- G. Heriberto A. Jurado dba Top Knotch Installs, 605 Sam Clemens Avenue Dayton, NV 89403
- H. Linda & Abraham Naranjo-Estrada dba Artesanias Naranjo, LLC., 310 Sandy Avenue Yerington, NV 89447

Mayor Garry stated the revocation of business licenses A. through H. due to non-payment for the 1<sup>st</sup> quarter, January through March 2023 would be revoked unless there were any objections or corrections. City Manager Switzer stated item C. paid the appropriate fees and needs to be removed from the revocation list. Mayor Garry asked for comments, no comments were made and the revocation of business licenses A. and B. through H. were revoked and the motion was approved unanimously.

Approve a Letter of Engagement with Sciarani & Co., 30 Broadway Avenue, Yerington, NV 89447, to conduct a Financial Audit and other related procedures for the fiscal year ending June 30, 2023.

City Manager Switzer stated the agreement has an amount of up to \$40,000.00 to obtain Sciarani and Co. to perform the audit for the City.

Councilman Galvin made a motion to accept item number six as presented, seconded by Councilman Martin. Mayor Garry asked for comments, no comments were made and the motion was approved unanimously.

Approve the purchase of a sign, 3 feet by 10 feet, from Cylex Signs, 2830 N. 29<sup>th</sup> Avenue, Phoenix, AZ 85009, in the amount of \$6,225.47. The sign will be installed in the lawn area to the right (east) of the entrance sidewalk. Funding will be from uncommitted ARPA funds.

City Manager Switzer stated the City first moved into City Hall about two years ago, banners were purchased and the banners are now beginning to weather. A permanent sign with artificial stone that goes well with the exterior of City Hall would like to be purchased and the City is seeking approval from City Council.

Councilman Pizzo made a motion to approve agenda item number seven, seconded by Councilman Bryant. Mayor Garry asked for comments, no comments and the motion was approved unanimously.

Transfer Fiscal Year 2022-2023 Budget Appropriations within the General Fund. **FROM:** The Street Fund in the Amount of \$30,000.00, **TO:** The Management and City Hall Fund in the Amount of \$10,000.00; to the Municipal Court Fund in the Amount of \$15,000.00; to the Parks and Recreation Fund in the Amount of \$5,000.00 for a Total Amount of \$30,000.00 pursuant to NRS 354.598005(5).

City Manager Switzer stated a transfer needs to be made from the Fixed Asset Acquisition Fund to the Grant Revenue Fund up to \$250,000.00. The transfer needs to be made to balance the expenditures accounts in the General Fund so the City does not exceed the budgeted amounts. If the funds are not transferred, violations would occur from the Department of Taxation for exceeding the budgeted items.

Councilman Bryant made a motion to approve agenda item number eight with the addition to move \$250,000.00 from the Fixed Asset Acquisition Fund to the Grant Revenue Fund, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Review of Financial Statement (FS-10) for the fiscal year July 2022 to June 2023.

City Manager Switzer stated on page four are the revenue over expenditure amounts showing a negative number. The City is short some receipts for the revenue of the Ad Valorem tax, which has not been received. Page five is the revenue in the amount of \$416,051.60, with a budgeted amount of \$679,519.00. The Intergovernmental State Shared revenue for gasoline/motor vehicle, consolidated tax, interest on investments for the Local Government Investment Pool (LGIP) are within these amounts budgeted. The numbers for the Intergovernmental State Shared revenue are off by about two months. The LGIP is averaging about \$31,000.00 monthly in interest.

City Manager Switzer state on page eight are the expenditure funds within the General Fund for Mayor and Council, Management and Administration. City Manager Switzer added \$10,000.00 to budgeted amounts which is currently at 99.2%. Councilman Galvin asked why an amount of \$10,000.00 would need to added. City Manager Switzer



stated nothing changed, but he needs to make sure the amount does not go over budget. Page fourteen is the Water Fund with revenues over expenditures in the amount of \$30,101.00 unaudited. The Water Fund is showing a healthy balance at this time. The expenditures on page sixteen shows an amount of \$14,000,000.00 budgeted and includes the United States Department of Agriculture (USDA) water loan with an expenditure of \$1,800,000.00. Page twenty is the Sewer Fund with expenditures in the amount of \$1,005,000.00 with a budgeted amount of \$13,664,750.00. The Sewer Fund is showing a healthy balance at this time as well. Page twenty-three is the Fixed Asset Acquisition Fund for Public Works, the Mountain View Restroom will be delivered this Wednesday and will be fully installed by July 4<sup>th</sup>. Page thirty is the Special Revenue Fund that details grant funds for the American Rescue Plan Act (ARPA), Federal Aviation Administration (FAA), etc. are shown within this fund. Councilman Bryant asked about the line item for the Animal Shelter in regards to an amount that was spent but is not overbudget. City Manager Switzer stated the amount was an off-set amount from donations. Within the General Fund revenue, an effort is shown that the City is spending the Animal Shelter donations on the Animal Shelter. City Clerk Shaw stated City Council did set aside an amount of \$2,000.00 from ARPA funding for the Animal Shelter. Donations goes towards supplies for the animals and care. Fencing is being purchased with the amount of \$2,000.00 from the ARPA funding.

Mayor Garry asked if the Congressional Appropriations funds are making their way to the City. City Manager Switzer stated many projects are going on right now but the work is getting performed and the City is trying to move forward with the Kiss and Drop Project funding.

#### Public Participation

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

#### Department Reports

Chief of Police Wagner stated Officer Mendoza has resigned from the Yerington Police Department and will be joining the Lyon County Sheriff's Office.

Public Works Director Flakus thanked Ms. Taylor Allison, the Lyon County Emergency Manager and stated that the City should expect the water levels to rise again. By the third week of July, the levels should begin to reduce and the City can breathe a sigh of relief at that time. Street work and beautification of the City's sign is underway. The benches and planters are now on Main Street. A new rule is now in place regarding digging and calling 811 before anyone digs. The depth has changed from eight feet to now twelve feet.

City Manager Switzer stated the City received a letter from Mr. Jim Snyder from Sprague Ditch Company regarding the repayment of the Whitacre Culvert. The City is working on a development plan on Luzier Lane with Grand Estates and a meeting needs to be held to iron out some issues.

Councilman Bryant stated he is disappointed that two officers have left to join the Lyon County Sherriff's Office within the same month. The City has a responsibility to protect our City and being down two officers will mean that there will be less patrolling on the streets.

Mayor Garry was contacted by Lyon County Human Resources and asked to join the board as an associate. Mayor Garry accepted the offer to be a part of the board. The Nevada League and Cities and Municipalities will have their annual meeting in August and the City should attend this conference. A lot of people have helped to mitigate the flooding issue and the City expresses our gratitude to all involved. The Lyon County Emergency Services should receive a proclamation from the City expressing our gratitude.

There being no further business, the meeting was adjourned.

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Mayor of the City of Yerington

ATTEST:

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City Clerk of the City of Yerington





**ITEM**

**#5**



[illegible]

updated 06/05/2023 10:21 AM by TS

**TYPE - NEEDS ACTION**

**P - Permanent M - Mobile C - Contractor H - Health Department F - Fire Department B - Building Department S - Special Use Permit**

BUSINESS NAME: El Superior Restaurant

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00  
 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)

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.

1. **Public Works** Approved ☐ Denied ☐  
 Phone: 775-463-3511  
Soel 775-309 5457  
 ZONING: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
 Does business comply with existing zoning and current codes? Compliance (yes) (no)  
 Building Inspector T B Mow H Date: 6-13-2023  
 Public Works Director [Signature] Date: 06/29/23
2. **Fire Department** Approved ☒ Denied ☐  
 Phone: 775-463-2261  
 Fire Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
 Fire Chief [Signature] Date: 5-24-23
3. **Nevada Health Dept.** Approved ☐ Denied ☐  
 Phone: 775-684-4200  
 Inspector [Signature] Date: 5/30/23
4. **Police Department** Approved ☒ Denied ☐  
 Phone: 775-463-2333  
 Police Chief [Signature] Date: 06-27-2023
5. **City Clerk** Approved ☒ Denied ☐  
 City Clerk: [Signature] Date: 6-28-2023
6. **City Council Approval** Approved ☐ Denied ☐  
 Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

Check List: (official use)

State Business License [ ] YES [ ] NO [ ] N/A  
 Employee Insurance [ ] YES [ ] NO [ ] N/A

Business Status: \_\_\_\_\_  
Business Licenses # 3224  
Category # B  
(official use only)

BUSINESS NAME: Stewart Title Corporation

**FEE CALCULATION INFORMATION:** (No fees are refundable)

Application Fee: \$ 20.00  
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) \$ \_\_\_\_\_

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.

1. **Public Works** Approved ☒ Denied ☐  
Phone: 775-463-3511  
ZONING: [ ] [ ] [ ] [ ] ☒ [ ] [ ] [ ]  
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
Does business comply with existing zoning and current codes? Compliance (yes) (no)  
Building Inspector IRAWIN Date: 6-8-2023  
(Signature)  
Public Works Director [Signature] Date: 06/27/23  
(Signature)
2. **Fire Department** Approved ☒ Denied ☐  
Phone: 775-463-2261  
Fire Inspector [Signature] Date: \_\_\_\_\_  
(Signature)  
Fire Chief [Signature] Date: 6-7-23  
(Signature)
3. **Nevada Health Dept.** Approved ☐ Denied ☐  
Phone: 775-684-4200  
Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)
4. **Police Department** Approved ☒ Denied ☐  
Phone: 775-463-2333  
Police Chief [Signature] Date: 06-27-2023  
(Signature)
5. **City Clerk** Approved ☒ Denied ☐  
City Clerk: [Signature] Date: 6-28-23  
(Signature)
6. **City Council Approval** Approved ☐ Denied ☐  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

**Check List: (official use)**

State Business License ☐ YES ☐ NO ☐ N/A  
Employee Insurance ☐ YES ☐ NO ☐ N/A



Business Status: \_\_\_\_\_  
Business Licenses # 3257  
Category # A  
(official use only)

BUSINESS NAME: PREFERRED NETWORKS, Inc.

**FEE CALCULATION INFORMATION:** (No fees are refundable)

Application Fee: \$ 20.00  
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)  
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.

1. **Public Works** Approved ☒ Denied ☐  
Phone: 775-463-3511  
309-5457  
ZONING: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
Does business comply with existing zoning and current codes? Compliance (yes) (no)  
Building Inspector [Signature] Date: 5/31/2022  
Public Works Director [Signature] Date: 06/27/23
2. **Fire Department** Approved ☒ Denied ☐  
Phone: 775-463-2261  
Fire Inspector [Signature] Date: \_\_\_\_\_  
Fire Chief [Signature] Date: 4-19-22
3. **Nevada Health Dept.** Approved ☐ Denied ☐  
Phone: 775-684-4200  
only for food establishments or child/senior care.  
Inspector [Signature] Date: \_\_\_\_\_
4. **Police Department** Approved ☒ Denied ☐  
Phone: 775-463-2333  
Police Chief [Signature] Date: 06-27-2023
5. **City Clerk** Approved ☒ Denied ☐  
City Clerk: [Signature] Date: 6-28-2023
6. **City Council Approval** Approved ☐ Denied ☐  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Check List: (official use)**

State Business License [ ] YES [ ] NO [ ] N/A  
Employee Insurance [ ] YES [ ] NO [ ] N/A

BUSINESS NAME: N. K. Sign Co

**FEE CALCULATION INFORMATION:** (No fees are refundable)

Application Fee: \$ 20.00  
 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)

TOTAL FEES PAID: \$ 20.00

**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.

1. **Public Works** Approved [ ] Denied [ ]  
 Phone: 775-463-3311  
See 775-309  
5457  
 ZONING: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
 Does business comply with existing zoning and current codes? Compliance (yes) (no)  
 Building Inspector J. Brown Date: 6-22-2023  
 Public Works Director [Signature] Date: 06/29/23

2. **Fire Department** Approved ☒ Denied [ ]  
 Phone: 775-463-2261  
 Fire Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
 Fire Chief [Signature] Date: 6-5-23

3. **Nevada Health Dept.** Approved [ ] Denied [ ]  
 Phone: 775-684-4200  
 Inspector \_\_\_\_\_ Date: \_\_\_\_\_

4. **Police Department** Approved ☒ Denied [ ]  
 Phone: 775-463-2333  
 Police Chief [Signature] Date: 6-22-2023

5. **City Clerk** Approved ☒ Denied [ ]  
 City Clerk: [Signature] Date: 6-28-23

6. **City Council Approval** Approved [ ] Denied [ ]  
 Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Check List: (official use)**

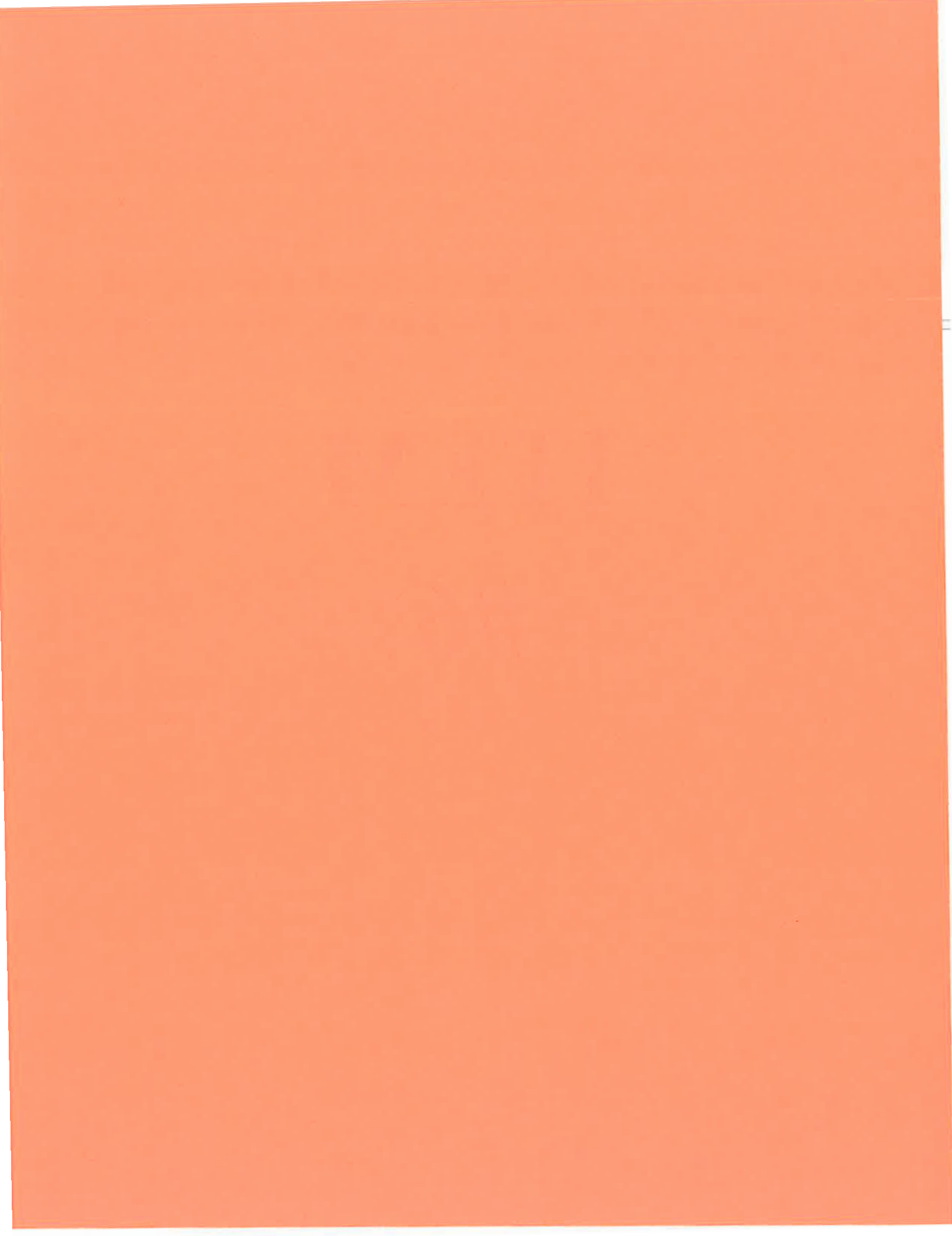
State Business License ☒ YES [ ] NO [ ] N/A  
 Employee Insurance ☐ YES ☒ NO ☒ N/A





**ITEM**

**#6**



## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>37180</b>									
06/23	06/21/2023	37180	6736	AHUNA, JOHN	10731606	REFUND CREDIT	00-00-00-1075	83.73	83.73
Total 37180:									83.73
<b>37181</b>									
06/23	06/21/2023	37181	6409	CANON FINANCIAL SERVICES, INC.	30633843	PRINTER USAGE	01-52-20-7041	963.85	963.85
Total 37181:									963.85
<b>37182</b>									
06/23	06/21/2023	37182	1146	CASELLE, INC.	124935 APR 2	CLEAN UP	03-54-25-7011	650.00	650.00
Total 37182:									650.00
<b>37183</b>									
06/23	06/21/2023	37183	6739	CHACON, DIANARA	20078114	REFUND DEPOSIT	02-00-00-2230	63.75	63.75
Total 37183:									63.75
<b>37184</b>									
06/23	06/21/2023	37184	6738	DAMON, KEN	10204000	REFUND DEPOSIT	02-00-00-2230	27.29	27.29
Total 37184:									27.29
<b>37185</b>									
06/23	06/21/2023	37185	1324	DOWL, LLC	R0001.2388-4	GIS SERVICES	02-54-25-7027	640.00	640.00
Total 37185:									640.00
<b>37186</b>									
06/23	06/21/2023	37186	1324	DOWL, LLC	R4001.1848-1	RATE STUDY	03-54-25-7027	542.50	542.50
Total 37186:									542.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>37187</b>									
06/23	06/21/2023	37187	6733	EPIC IO	001383-Q0013	ANNUAL RENEWAL	01-52-20-7041	1,491.00	1,491.00
Total 37187:									1,491.00
<b>37188</b>									
06/23	06/21/2023	37188	6734	FOSTER, KAI	6112023	PARK DEPOSIT REFUND	01-20-00-3179	200.00	200.00
Total 37188:									200.00
<b>37189</b>									
06/23	06/21/2023	37189	2058	FRONTIER	060723AIR	TELEPHONE	01-55-27-7033	49.32	49.32
06/23	06/21/2023	37189	2058	FRONTIER	060723PW	TELEPHONE	03-54-25-7033	110.86	110.86
Total 37189:									160.18
<b>37190</b>									
06/23	06/21/2023	37190	1383	GRAINGER	9727648587	EQUIPMENT	01-51-14-7081	803.22	803.22
06/23	06/21/2023	37190	1383	GRAINGER	9736223695	EQUIPMENT	01-51-14-7081	110.28	110.28
06/23	06/21/2023	37190	1383	GRAINGER	9737686932	EQUIPMENT	03-54-25-7011	177.03	177.03
Total 37190:									1,090.53
<b>37191</b>									
06/23	06/21/2023	37191	6735	HURT, NATALEE	CC23010- BRI	BAIL REFUND	01-17-00-3148	15,000.00	15,000.00
Total 37191:									15,000.00
<b>37192</b>									
06/23	06/21/2023	37192	1621	MCMaster-CARR	98847342	EQUIPMENT	01-51-14-7081	168.79	168.79
06/23	06/21/2023	37192	1621	MCMaster-CARR	99415245	EQUIPMENT	02-54-25-7011	88.54	88.54
Total 37192:									257.33
<b>37193</b>									
06/23	06/21/2023	37193	6311	MOTOROLA SOLUTIONS	8230404961	SERVICES	01-52-20-7088	472.18	472.18
Total 37193:									472.18

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>37194</b>									
06/23	06/21/2023	37194	1527	O'REILLY AUTOMOTIVE STORES	MAY 2023	SUPPLIES	03-54-25-7044	223.85	223.85
Total 37194:									223.85
<b>37195</b>									
06/23	06/21/2023	37195	6695	OSKAR SEPTIC SERVICES, LLC	5263	SERVICES	08-14-27-8101	400.00	400.00
Total 37195:									400.00
<b>37196</b>									
06/23	06/21/2023	37196	6737	PANICI, RICHARD	10656000	REFUND DEPOSIT	02-00-00-2230	74.03	74.03
Total 37196:									74.03
<b>37197</b>									
06/23	06/21/2023	37197	1806	QUILL CORPORATION	32845224	OFFICE SUPPLIES	01-51-14-7011	312.96	312.96
Total 37197:									312.96
<b>37198</b>									
06/23	06/21/2023	37198	1824	RENO GAZETTE-JOURNAL	5636646	LEGAL ADVERTISING	01-51-14-7026	837.80	837.80
Total 37198:									837.80
<b>37199</b>									
06/23	06/21/2023	37199	1888	SIERRA CONTROLS, LLC	124033	SERVICE	03-54-25-7011	171.25	171.25
06/23	06/21/2023	37199	1888	SIERRA CONTROLS, LLC	124056	SERVICE	02-54-25-7011	7,831.58	7,831.58
Total 37199:									8,002.83
<b>37200</b>									
06/23	06/21/2023	37200	1938	SOUTHWEST GAS CORP	060923PD	UTILITIES	01-52-20-7033	34.82	34.82
Total 37200:									34.82
<b>37201</b>									
06/23	06/21/2023	37201	2028	U.S. POSTAL SERVICE	6202023	POSTAGE FOR MACHINE	03-54-25-7011	500.00	500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37201:									500.00
<b>37202</b>									
06/23	06/21/2023	37202	6218	URENA, ANTONIO	11285504	REFUND CREDIT	00-00-00-1075	18.91	18.91
Total 37202:									18.91
<b>37203</b>									
06/23	06/21/2023	37203	2046	USA BLUEBOOK	INV00032092	EQUIPMENT	02-54-25-7011	131.00	131.00
Total 37203:									131.00
<b>37204</b>									
06/23	06/21/2023	37204	1406	WELLS FARGO BANK-REMIT. CNTR	60623SHAW	SHEEMA - CREDIT CARD	08-14-25-8090	536.71	536.71
Total 37204:									536.71
<b>37205</b>									
06/23	06/21/2023	37205	1406	WELLS FARGO BANK-REMIT. CNTR	60623JOHN	JOHN - CREDIT CARD	01-51-14-7049	21.00	21.00
Total 37205:									21.00
<b>37206</b>									
06/23	06/21/2023	37206	1406	WELLS FARGO BANK-REMIT. CNTR	60623BOB	BOB-CREDIT CARD	03-54-25-7018	480.72	480.72
Total 37206:									480.72
<b>37207</b>									
06/23	06/21/2023	37207	2094	WILD WEST CHEVROLET	6023334	SERVICES	01-52-20-7044	184.61	184.61
Total 37207:									184.61
<b>37215</b>									
06/23	06/27/2023	37215	1014	ACE HARDWARE	MAY 2023	SUPPLIES	03-54-25-7011	815.17	815.17
Total 37215:									815.17

## CITY OF YERINGTON

Check Register - BIG Council report  
Check Issue Dates: 6/20/2023 - 6/30/2023Page: 5  
Jun 27, 2023 09:19AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>37216</b>									
06/23	06/27/2023	37216	6204	ARC HEALTH AND WELLNESS	2432209	MEDICAL SERVICES	01-52-20-7032	320.00	320.00
Total 37216:									320.00
<b>37217</b>									
06/23	06/27/2023	37217	1170	CHARTER COMMUNICATIONS	013772206142	PD- INTERNET	01-52-20-7033	52.38	52.38
Total 37217:									52.38
<b>37218</b>									
06/23	06/27/2023	37218	1233	D AND M EMERGENCY SVC	7604	SERVICES/ REPAIRS	01-52-20-7044	665.50	665.50
Total 37218:									665.50
<b>37219</b>									
06/23	06/27/2023	37219	1642	MSC INDUSTRIAL SUPPLY CO.	49935237	EQUIPMENT	02-54-25-7011	244.83	244.83
Total 37219:									244.83
<b>37220</b>									
06/23	06/27/2023	37220	6325	NASRO	43271	SRO TRAINING	01-52-20-7040	525.00	525.00
Total 37220:									525.00
<b>37221</b>									
06/23	06/27/2023	37221	1761	PAPE MACHINERY	14560906	EQUIPMENT	01-51-14-7081	107.76	107.76
06/23	06/27/2023	37221	1761	PAPE MACHINERY	14562324	EQUIPMENT	01-51-14-7081	79.70	79.70
Total 37221:									187.46
<b>37222</b>									
06/23	06/27/2023	37222	1806	QUILL CORPORATION	32996545	OFFICE SUPPLIES	08-14-27-8101	94.32	94.32
Total 37222:									94.32
<b>37223</b>									
06/23	06/27/2023	37223	6740	RIFE, DARRELL	20031602	REFUND DEPOSIT	02-00-00-2230	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37223:									100.00
<b>37224</b>									
06/23	06/27/2023	37224	6741	STANFILL, KARI	50068002	REFUND DEPOSIT	02-00-00-2230	100.00	100.00
Total 37224:									100.00
<b>37225</b>									
06/23	06/27/2023	37225	1406	WELLS FARGO BANK-REMIT. CNTR	60623WAG	DARREN - CREDIT CARD	01-52-20-7011	983.27	983.27
Total 37225:									983.27
<b>37226</b>									
06/23	06/27/2023	37226	1406	WELLS FARGO BANK-REMIT. CNTR	60623BECK	DENNIS - CREDIT CARD	03-54-25-7011	388.04	388.04
Total 37226:									388.04
<b>37227</b>									
06/23	06/27/2023	37227	6317	WESTERN ENVIRONMENTAL TESTIN	23060096	TESTING	02-54-25-7050	188.00	188.00
Total 37227:									188.00
<b>37228</b>									
06/23	06/27/2023	37228	2111	WISNER, NICHOLAS	SRO TRAININ	TRAINING REIMBURSEM	01-52-20-7040	1,063.83	1,063.83
Total 37228:									1,063.83
Grand Totals:									39,129.38

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	102.64	.00	102.64
00-00-00-2200	.00	102.64-	102.64-
01-00-00-2200	.00	25,855.69-	25,855.69-



GL Account	Debit	Credit	Proof
01-17-00-3148	15,000.00	.00	15,000.00
01-20-00-3179	200.00	.00	200.00
01-51-14-7011	626.27	.00	626.27
01-51-14-7018	58.33	.00	58.33
01-51-14-7026	837.80	.00	837.80
01-51-14-7040	275.74	.00	275.74
01-51-14-7041	563.44	.00	563.44
01-51-14-7049	21.00	.00	21.00
01-51-14-7081	1,612.12	.00	1,612.12
01-52-20-7011	106.18	.00	106.18
01-52-20-7032	320.00	.00	320.00
01-52-20-7033	87.20	.00	87.20
01-52-20-7040	1,772.06	.00	1,772.06
01-52-20-7041	1,664.52	.00	1,664.52
01-52-20-7044	1,041.98	.00	1,041.98
01-52-20-7083	751.35	.00	751.35
01-52-20-7088	472.18	.00	472.18
01-53-15-7011	72.67	.00	72.67
01-55-27-7033	49.32	.00	49.32
01-56-35-7011	90.92	.00	90.92
01-59-35-7011	232.61	.00	232.61
02-00-00-2200	.00	10,768.70-	10,768.70-
02-00-00-2230	365.07	.00	365.07
02-54-25-7011	8,903.38	.00	8,903.38
02-54-25-7018	58.33	.00	58.33
02-54-25-7027	911.25	.00	911.25
02-54-25-7033	55.43	.00	55.43
02-54-25-7041	263.44	.00	263.44
02-54-25-7050	188.00	.00	188.00
02-54-25-7061	23.80	.00	23.80
03-00-00-2200	.00	1,777.09-	1,777.09-
03-54-25-7011	831.59	.00	831.59
03-54-25-7018	58.34	.00	58.34
03-54-25-7027	271.25	.00	271.25
03-54-25-7033	55.43	.00	55.43
03-54-25-7040	265.05	.00	265.05
03-54-25-7041	263.45	.00	263.45
03-54-25-7044	31.98	.00	31.98
08-00-00-2200	.00	625.26-	625.26-
08-14-25-8090	130.94	.00	130.94

GL Account	Debit	Credit	Proof
08-14-27-8101	494.32	.00	494.32
Grand Totals:	39,129.38	39,129.38-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"



Signature Lines

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

## Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
06/25/2023	CDPT	06/26/2023	37214	PUBLIC EMPLOYEES RETIREME	2	Retirement - Police Pay Period: 6/	00-00-00-102	19,051.91-	
06/25/2023	CDPT	06/26/2023	6262301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	10,430.73-	
Grand Totals:								29,482.64-	

Signature Lines

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:  
Includes the following check types:  
Transmittal  
Includes unprinted checks

**ITEM**

**#7**







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

---

June 30, 2023

Mayor & City Council  
14 East Goldfield Avenue  
Yerington, NV 89447

Dear Mayor & City Council,

The City of Yerington is offering grant reimbursement to businesses for the Cross-Connection Control Program currently with a grant expiration date of June 30, 2023. The City requests to extend this grant for businesses that have received quotes from Arellano Plumbing, Heating & Air Conditioning LLC and Walker River Mechanical until funds have been fully expended with an end date of no later than September 30, 2023.

The remaining funds available within the grant as of today is in the amount of \$65,945.65 with five (5) grants currently pending approval. The following businesses below would be available for grant reimbursement through the Cross-Connection Control Program with the extension:

1. McLeod Storage, 101 McLeod Street, APN# 001-541-04, Permit #5415
2. Rex Drug, 24 North Main Street, APN# 001-153-13, Permit #5405
3. Vineyard Fellowship, 307 Broadway Avenue, APN# 001-201-14, Permit #5385
4. Holy Family Catholic Church, 103 North West Street, APN# 001-11-05, Permit #5387
5. Yerington Golf & Country Club, 111 Hwy 208, APN# 001-481-06, Permit #5386
6. Tahoe Holdings LLC, 407 South Street, APN# 001-291-29, Permit #5362
7. Yerington Mobile Village, 528 South Main Street, APN# 001-311-01, Permit #5355
8. Walker River Irrigation, 410 North Main Street, APN# 001-059-01, Permit #5334
9. Pioneer Crossing, 11 North Main Street, APN# 001-152-38
10. R&R Services Inc., 25 Hwy 208, APN# 001-324-02
11. New Hope Bible, 5-A Second Street, APN# 004-253-09
12. Mason Valley Swimming Pool District, 21 Pearl Street, APN# 001-114-02, Permit #5418 & #5420

13. Timothy & Elizabeth Dane, 227 North Main Street, APN# 001-094-06
14. Huidbay Minerals, 5B Hwy 95A East, APN# 001-621-03

The City of Yerington has had great progress with the Cross-Connection Control Program and requests to continue this grant. The businesses are installing backflow prevention devices on their commercial properties that are attached to the City of Yerington's water service to avoid cross contamination back into the City's water system.

Sincerely,

A handwritten signature in black ink that reads "Angela Moore". The signature is fluid and cursive, with the first name "Angela" being more prominent than the last name "Moore".

Angela Moore  
Grants Administrator

Cc: Robert Switzer, City Manager  
Jay Flakus, Public Works Director

**ITEM**

**#8**



AMENDMENT TO COOPERATIVE AGREEMENT FOR JUDICIAL SERVICES  
BETWEEN LYON COUNTY AND THE CITY OF YERINGTON

THIS AMENDMENT TO THE COOPERATIVE AGREEMENT FOR JUDICIAL SERVICES BETWEEN LYON COUNTY AND THE CITY OF YERINGTON, NEVADA (this "Amendment") is entered into by and between Lyon County and the City of Yerington.

RECITALS:

WHEREAS, each of the parties desire to amend the existing cooperative agreement for judicial services.

WHEREAS, the Nevada legislature passed AB 518 in the 2023 legislative session, providing funding for a stipend of \$450 per day for judges working Saturdays and Sundays for bail hearings for the period of July 1, 2023 through June 30, 2025.

WHEREAS, Section 3. Consideration, shall read as follows for the period from July 1, 2023 through June 30, 2025, after which this amendment will expire and the agreement will revert back to the existing language:

Section 3. Consideration. In consideration of all services provided to the County in the preceding paragraphs, Lyon County shall pay to the City of Yerington \$900 per weekend, which is a total of \$11,700. This fee shall be payable monthly in the amount of \$975, on or before the fifteenth (15<sup>th</sup>) of each month.

IN WITNESS WHEREOF, the parties have executed this Amendment by and between their duly authorized representatives.

CITY OF YERINGTON:

\_\_\_\_\_  
John Garry, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sheema Shaw, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Chuck Zumpft, City Attorney

\_\_\_\_\_  
Date

LYON COUNTY:

\_\_\_\_\_  
Dave Hockaday, Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Staci Lindberg, County Clerk-Treasurer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen B. Rye, District Attorney

\_\_\_\_\_  
Date



## **COOPERATIVE AGREEMENT FOR JUDICIAL SERVICES**

This COOPERATIVE AGREEMENT FOR JUDICIAL SERVICES ("this Agreement") is entered into by and between Lyon County ("the County") and the City of Yerington ("the City"), effective July 7, 2022 ("the Effective Date").

WHEREAS, on July 1, 2022, Nevada Assembly Bill 424 (2021) ("AB 424") took effect, requiring every person arrested and taken into custody to have a pretrial release hearing within forty eight (48) hours of arrest, unless extended for good cause; and

WHEREAS, the new requirements of AB 424 will necessitate the availability of judicial personnel every weekend to conduct pretrial release hearings; and

WHEREAS, the County's Justices of the Peace anticipate that they will need assistance with pretrial release hearings during thirteen (13) weekends per fiscal year due to absences for various personal reasons; and

WHEREAS, the County's Justices of the Peace further anticipate that they will need assistance with search warrant applications outside of normal business hours during thirteen (13) weeks per fiscal year due to absences for various personal reasons; and

WHEREAS, under NRS 4.345, a city's municipal court judge may serve as a county's Justice of the Peace during the absence of the Justice of the Peace; and

WHEREAS, NRS 277.045 allows political subdivisions of the State of Nevada, including cities and counties, to enter into cooperative agreements for the performance of any governmental function;

NOW, THEREFORE, Lyon County and the City of Yerington agree as follows:

1. Weekend Pretrial Release Hearings. The City's Municipal Court Judge shall be available to conduct, and shall conduct, all pretrial release hearings within Lyon County during thirteen (13) weekends per fiscal year. The City's Municipal Court Judge and the County's Justices of the Peace shall work cooperatively and in good faith to establish a rotation or other basis for determining which weekends the City's Municipal Court Judge shall do so. If any dispute arises between the Municipal Court Judge and Justices of the Peace concerning which weekend(s) the Municipal Court Judge shall work, the dispute may be submitted to the Lyon County Manager. The County Manager shall determine which weekend(s) the Municipal Court Judge shall perform the work, not to exceed thirteen (13) weekends in total per fiscal year, and the parties acknowledge and agree that the Lyon County Manager's determination shall be final and binding on both parties. A weekend, for the purpose of this paragraph, shall include Saturday, Sunday, and any actual or observed holidays falling on adjoining day(s) (e.g., an actual or observed holiday on Friday or Monday).
2. Search Warrants. The City of Yerington's Municipal Court Judge shall also be available to handle, and shall handle, all applications for search warrants outside normal business hours within Lyon County during thirteen (13) weeks per fiscal year. The City's Municipal Court Judge and the County's Justices of the Peace shall work cooperatively and in good faith to establish a rotation or other basis for establishing weekly coverage for search warrant

applications outside normal business hours. If any dispute arises between the Municipal Court Judge and Justices of the Peace concerning which week(s) the Municipal Court Judge shall perform such work, the dispute may be submitted to the Lyon County Manager. The County Manager shall determine which weeks the Municipal Court Judge shall perform the work, not to exceed thirteen (13) weeks in total per fiscal year, and the parties acknowledge and agree that the Lyon County Manager's determination shall be final and binding on both parties. A week, for the purpose of this paragraph, shall be 12:00am on Friday to 11:59pm on Thursday.

3. Consideration. In consideration of all services provided to Lyon County under the two (2) preceding paragraphs, Lyon County shall pay to City of Yerington a monthly fee of six hundred fifty dollars (\$650.00). This fee shall be payable on or before the fifteenth (15<sup>th</sup>) of each month.
4. Municipal Court Judge Compensation. The City shall have full and sole responsibility for compensating its Municipal Court Judge for all work that Judge performs, under this Agreement and otherwise. The City shall further have full and sole responsibility for withholding appropriate taxes and/or discharging any other legal or contractual obligations associated with compensating its Municipal Court Judge. The City shall indemnify and defend the County from and against any claims, causes of action, or suits by the Municipal Court Judge seeking any form of compensation or remuneration as a result of the performance obligations under this Agreement. Nothing herein shall be construed to establish any employment relationship between the County and the City's Municipal Court Judge.
5. Duration; Renewal. This duration of this Agreement shall be from the Effective Date until June 30, 2023. Subject to either party's right to early termination in accordance with Provision 6 below, this Agreement shall renew automatically each new fiscal year on July 1<sup>st</sup> unless either party delivers written notice of intent not to renew for the next fiscal year on or before June 30<sup>th</sup>.
6. Early Termination; Suspension. Either party may terminate this Agreement early for any reason upon thirty (30) days' written notice. In the event of early termination, Lyon County's obligation to pay the monthly installments in Section 3 shall cease after the month in which the Agreement terminates (i.e., the month in which the thirtieth (30<sup>th</sup>) day following delivery of the written notice of termination falls). In lieu of termination, and provided both parties agree in writing, the parties' respective obligations under this Agreement may be temporarily suspended in the event the City is temporarily unable to provide a Municipal Court Judge to fulfill its obligations (e.g., in the event of a vacancy in the City's Municipal Court Judge position).

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Ken Gray  
Chair  
Lyon County Board of County Commissioners

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John Garry  
Mayor  
City of Yerington

**ITEM**

**#9**





NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

STATE OF NEVADA  
Department of Conservation & Natural Resources

Steve Nishida, Governor  
Jim Lawrence, Acting Director  
Greg Loyato, Administrator

October 21, 2022

Jay Flakus  
Public Works Director – City of Yerington  
14 E. Goldfield 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 Elko 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 is 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/storm\\_cont03.htm](http://ndep.nv.gov/bwpc/storm_cont03.htm) for more information about this permit.

Sincerely,

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 Snelgrove – CFA, Inc.  
Kelli Luchetti – Creative homes Investment  
NDWR  
BCA Superfund Program Manager

Control No. 14990





NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources

Steve Sisolak, Governor  
James R. Lawrence, Acting Director  
Greg Lovato, Administrator

October 14, 2022

Jay Flakus  
Public Works Director – City of Yerington  
14 E. Goldfield 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 has reviewed the above referenced subdivision and recommends denial of said subdivision with respect to water pollution and sewage disposal.

The submittal was found to be incomplete, and the following items need to be addressed to facilitate further review:

- Items 5d through 5g on the checklist were not addressed.
- Item 7 on the checklist was not addressed.
- Item 9 on the checklist was not addressed.

Please ensure that the corrections are made, and the resubmitted plans are stamped and wet-signed in non-black ink on each page.

If you have any questions regarding this letter, please contact me at (775) 687-9439 or [amholt@ndep.nv.gov](mailto:amholt@ndep.nv.gov).

Sincerely,

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

Enclosure: Requirements for the Review of a Tentative Subdivision Map in Rural Counties (Checklist)

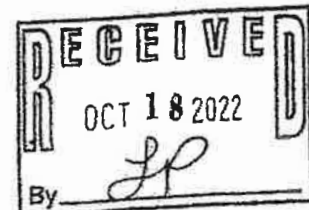
CC: Dave Snelgrove – CFA, Inc. 1150 Corporate Blvd., Reno, NV 89502

Control No. 14990

City of Yerington NV



AB3FA33





# **FARR WEST**

## **ENGINEERING**

October 15, 2021

Robert Switzer  
Yerington City Manager  
14 East Goldfield Avenue  
Yerington, Nevada 89447

**RE: GRAND ESTATES SANITARY SEWER LIFT STATION PRELIMINARY DESIGN  
REPORT – APPROVAL LETTER**

Dear Robert,

Farr West has performed a compliance review of the preliminary report of above noted project.

The submitted report is found in general compliance with City of Yerington (City) standards and is approved. In order to move forward with the project, a final report that includes the following items will need to be submitted to the City:

1. Improvement plans showing easements the entire length of the project, streets, utility plan and profiles (including velocities of gravity mains), and all other civil improvements.
2. Sewer report for project.
3. Easement documents easement shown on plans.
4. Flood Map.
5. Cut sheets and references for all equipment.
6. Confirmation that the SCADA controls will integrate with the City system.

Feel free to contact me with any questions or concerns; I can be reached at 775-851-4788.

Please reference the above noted Project No. on all correspondences.

Sincerely,



Danny Sommers  
Farr West Engineering  
Senior Project Manager

# Technical Document #WTS-14

## Pumping Station Design & Submittal Criterion

**Introduction:** Complete plans and specifications for all pumping stations that will be used to convey untreated, partially treated or fully treated wastewater shall be submitted to the Nevada Division of Environmental Protection's (NDEP) Bureau of Water Pollution Control (BWPC) and approved prior to the start of construction. This is in accordance with Nevada Revised Statutes (NRS) 445A.425, NRS 445A.585 and Nevada Administrative Code (NAC) 445A.283. Before BWPC can begin a design review of the pump station, the applicant shall have a current discharge permit for the wastewater treatment facility or it shall submit a complete application for a discharge permit which covers these facilities. Review and approval of plans and specifications may occur before the discharge permit has been issued, but construction of the pumping station shall not start until after the discharge permit has been issued.

**All supporting documents submitted for review shall be bound in a three-ring binder.  
Loose plans or document leaflets shall not be accepted.**

NDEP's minimum requirements for a complete and acceptable pumping station design submittal are listed on the following pages. Additionally, NDEP uses the following references as guidelines for review and approval of pumping stations: Recommended Standards for Sewage Works by the Great Lakes - Upper Mississippi River Board of State Sanitary Engineers (also known as the Ten State Standards), American Society of Civil Engineers Manual of Practice (MOP FD-4) and U.S. Environmental Protection Agency Manuals. The complete application can be submitted to the following address:

Technical Services Branch  
Bureau of Water Pollution Control  
Nevada Division of Environmental Protection  
901 S. Stewart St, Suite 4001  
Carson City, NV 89701

WTS-14 can also be downloaded from NDEP's website at: <http://ndep.nv.gov/bwpc/wts-14.pdf>

Revised May 2017



## **MINIMUM REQUIREMENTS FOR A COMPLETE AND ACCEPTABLE PUMPING STATION DESIGN SUBMITTAL**

1. List the name of the Owner, the Permittee and the permit number of the existing or pending Discharge Permit along with contact information for the Owner and/or Permittee who is responsible for the operation and maintenance of the pumping station.
2. Provide plans and specifications for the pumping station that have been prepared by or under the direction of a Nevada Registered Professional Engineer. Preliminary plans which meet the minimum requirements for a complete and acceptable submittal will receive a preliminary review by BWPC. Final approval will only be given after BWPC receives a complete set of plans and specifications that have been wet-stamped and signed in non-black ink by a currently registered Nevada Civil or Environmental Professional Engineer.
3. Provide a service area map of the proposed area to be served by the pumping station along with a discussion of the current and expected future development of the area.
4. Provide calculations of the design average daily flow and peak hourly flow with justification of the selected rates.
5. Provide a site map showing the elevation of the 25-year, 24-hour storm event and the 100-year, 24-hour storm event. Describe the measures for protecting the pumping station during these storm events from erosion and flooding. Describe plans to keep the pumping station working during these storm events.
6. Provide details of the enclosure with a lockable gate to prevent vandalism.
7. Provide a full-size sheet(s) showing the plan and profile of the force main, air relief valves and a detail of the force main discharge location.
8. Provide an analysis that demonstrates that the hydraulic conduits downstream of the pumping station can handle the expected flow.
9. Provide a profile drawing, similar to Figure 1, showing the elevation of all critical components, including: pump intake inverts, control and alarm levels, top of wet well, top of dry well, influent and discharge line invert(s) and the inverts of any overflow to emergency storage.
10. Provide a drawing that shows all hydraulic conduits on the upstream side of the pumping station with identification of the point where an overflow would occur if all electrical and mechanical systems should fail. Please note that the design of most new sewer lines and interceptors must be approved by BWPC prior to construction. Contact BWPC's Technical Services Branch for clarification of which plans must be submitted.

11. Provide calculations of the total volume of emergency storage capacity that includes the volumes in the wet well, collection system and emergency storage containment which is above the alarm level but below the elevation at which a spill would occur. The emergency storage capacity needs to be sized to provide 3.5 times the average hourly flow for 2-hours. If this storage capacity is not available, then emergency power with an automatic switch-over device shall be provided. When the pumping station is at a treatment works that is continuously staffed the switch from regular power to emergency power may be manually done.
12. Provide a quick connect to the force main for emergency pumping within the valve vault (refer to Figures 2 & 3).
13. Discuss whether any containment used for emergency storage in conjunction with a wet well will be continuously available without the need for an operator to switch valves or diversions. The emergency storage must have an alarm to indicate that it contains fluid. It is acceptable to allow the wet well high-level alarm to serve this function if the emergency storage is constructed such that all fluid will drain back to the wet well once the liquid level subsides.
14. Describe the measures that will be used to protect the rivers, waterways, storm drains and other properties caused by a spill due to any failure of the pumping station.
15. Describe the alarm system and provide specifications. Also, discuss how the responsible person will be notified and the expected response time. NDEP requires a high-level wet well alarm at all pumping stations. The potential environmental and health consequences of a spill, emergency storage capacity, reliability of equipment, and expected response time should all be considered when the alarm system is selected. The minimum alarm is an audio-visual alarm at the pumping station site with a battery backup or an alternative power source. Either a visual or audible alarm will be acceptable when the lift station is at a continuously staffed treatment works.
16. Discuss how the pumping station will be constructed without interfering with existing flows.
17. Describe the method of disposing of groundwater from dewatering if any dewatering is expected. Also, provide a calculation of the expected quantity and quality of the water. Check BWPC's website at: [Nevada Division of Environmental Protection, Bureau of Water Pollution Control](#) to see whether a permit is required for any dewatering.
18. Provide documentation that states that the raw sewage pumps are capable of passing a 3-inch sphere, are grinder pumps or are protected by a screen or rack that will only allow acceptably sized solids to pass.

19. NDEP requires a minimum of 2 independent pumps. The pumps shall be sized so that the remaining pump(s) can handle the expected peak flow with any one pump out of service.
20. NDEP requires all pumps to be capable of automatically re-priming if for any reason they should lose their prime.
21. Submit complete pump specifications from the pump manufacturer that includes pump curves, net positive suction head requirements and the types of fluids which may be pumped (e.g. raw sewage).
22. Provide evidence that individual check valves and shut-off valves for each pump are located outside of the wet well.
23. Provide calculations showing the estimated pumping times for average and peak flows and the estimated times between pump shutoff and startup. A minimum of 10 minutes between successive starts is recommended by MOP FD-4 with longer times recommended for larger pumps.
24. Provide the 24-hour emergency telephone number that will be posted at the pumping station if the pumping station is not located within a treatment facility. The plans and specifications must include the same information. A provision must be made to alert the responsible person to problems at the pumping station when the telephone number is called.
25. Provide a copy of the Standard Operating Procedure outlining the schedule and frequency of maintenance from the entity that will operate and maintain the facility.

# Typical Design Drawings

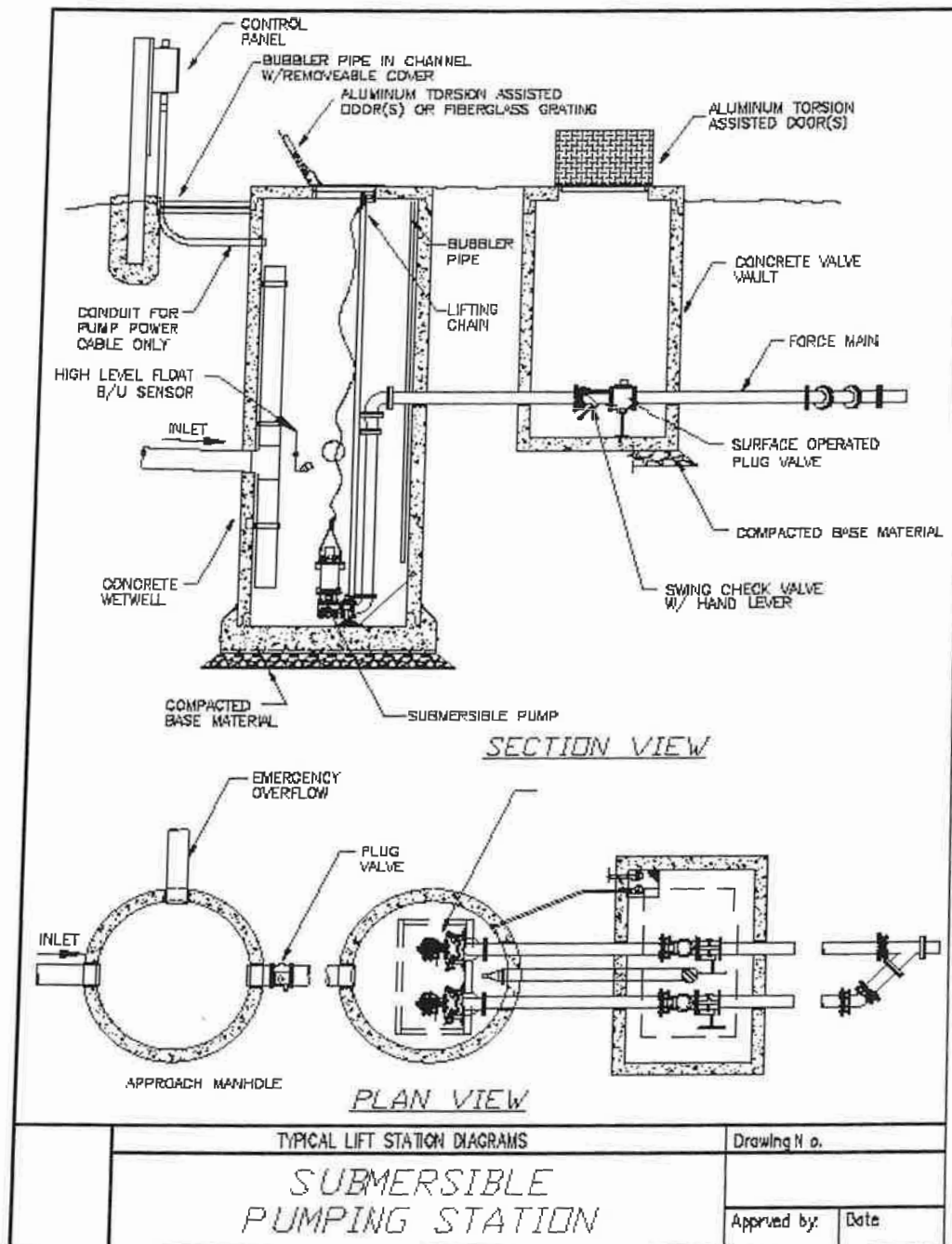


Figure 1



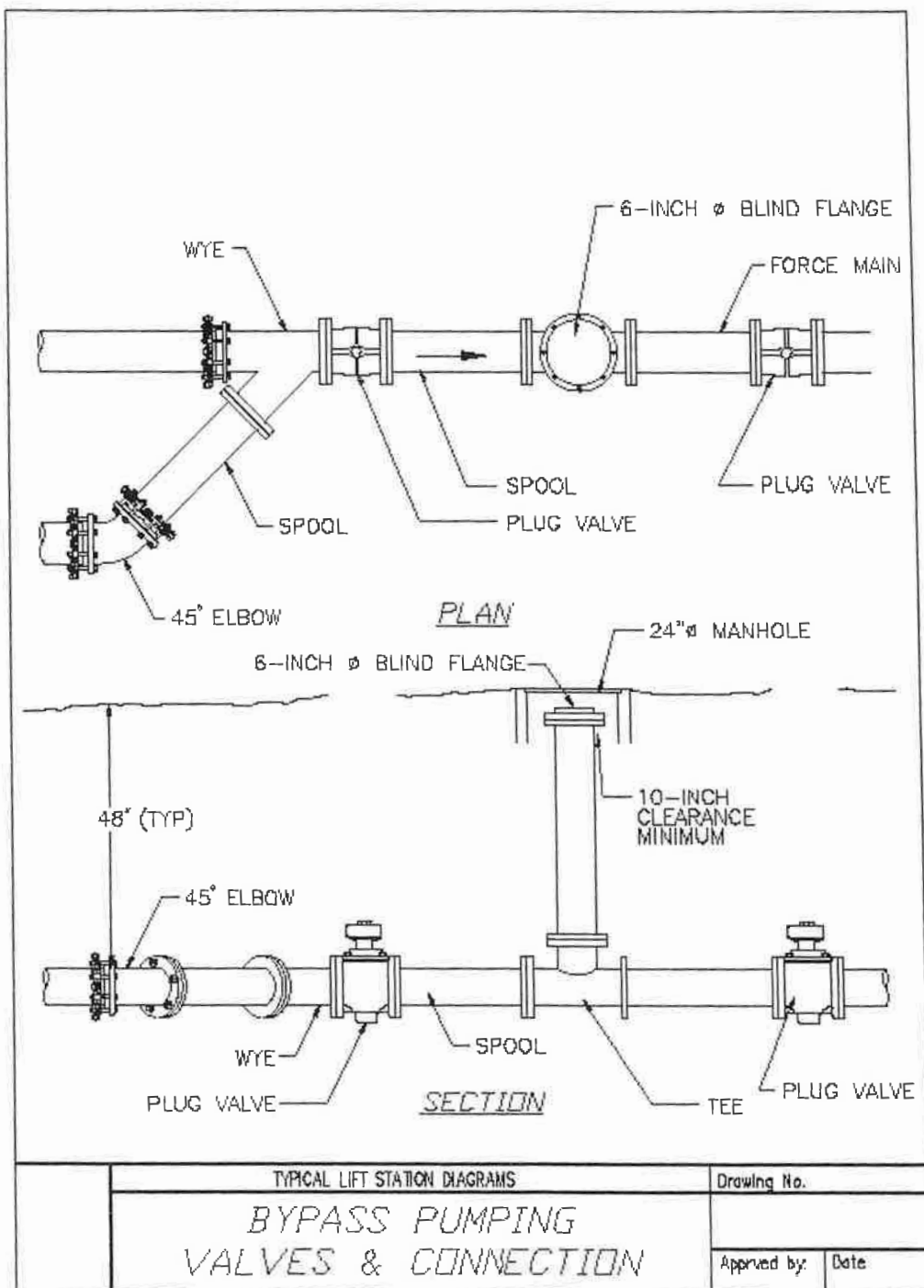


Figure 2



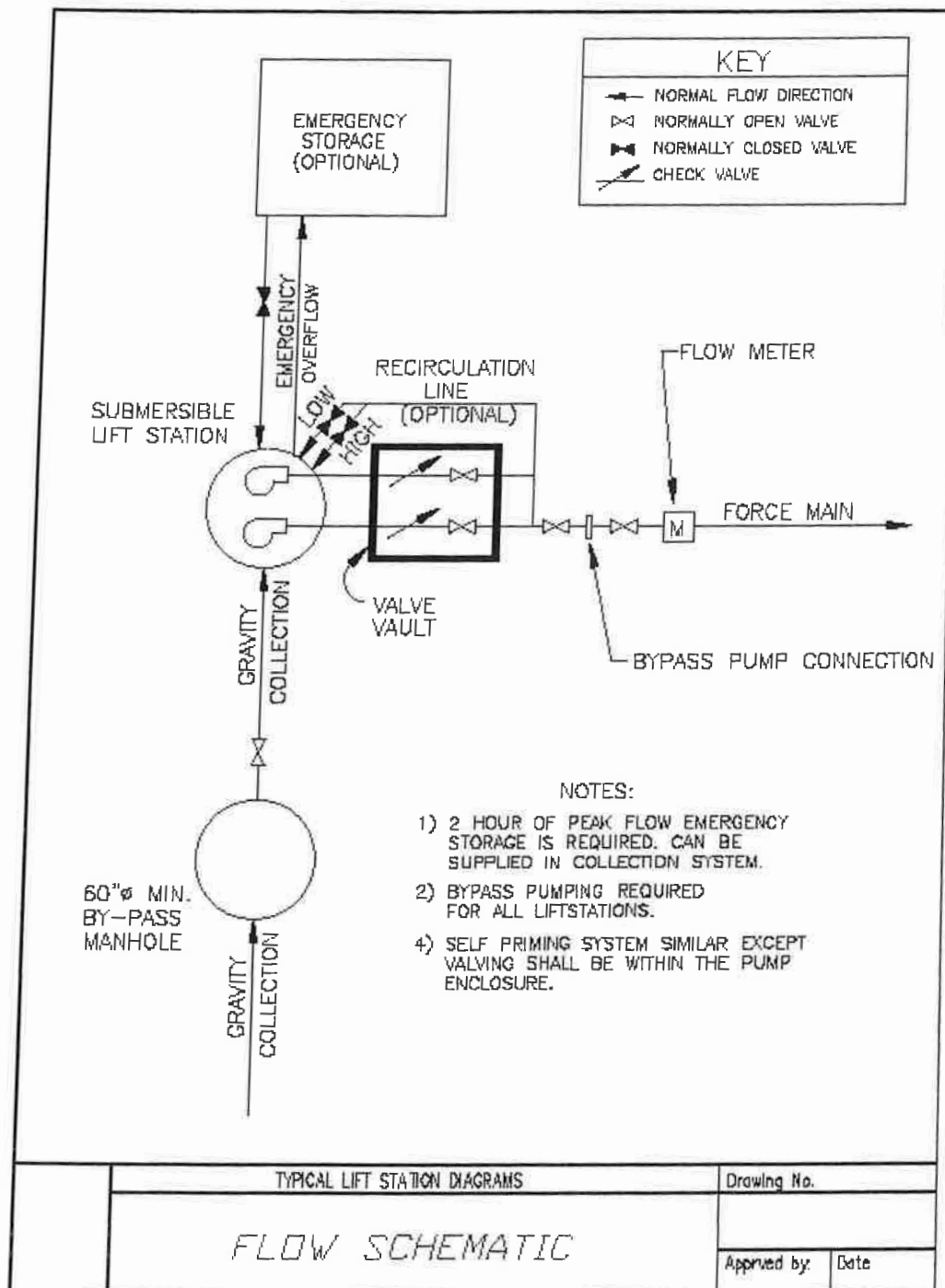


Figure 3



**Bureau of Water Pollution Control's Requirements for the  
Review of Subdivision Improvement Plans**

1. Please see the Bureau of Safe Drinking Water's website [here](#) for additional requirements for improvement plan review.
- ☐ 2. Provide three (3) sets of the improvement plans – each sheet must be individually wet-stamped, signed, and dated in non-black ink by a Professional Engineer registered in Nevada.
- ☐ 3. A check payable to the Nevada Division of Environmental Protection or NDEP for \$250.00 plus \$3.00 per lot.
4. On the Title Page or Cover Sheet:
  - ☐ a. Provide the subdivision's location by section, township, and range, or any other description which provides a positive identification of the location of the subdivision.
  - ☐ b. Provide a vicinity map showing the nearest city and/or major highway.
  - ☐ c. Provide the names and addresses of the owners and developers of the subdivision.
  - ☐ d. Indicate the type of drinking water system (community or individual wells).
  - ☐ e. Indicate the type of wastewater system (community or individual sewage disposal systems).
- ☐ 5. Provide both plan and profile drawings for the sewer and water systems. Ensure that the plan and profile drawings match and have adequate information for identifying each sewer and water feature, e.g., numbered sanitary sewer manhole stations, pipe lengths, slopes, rim elevations, elevations at which the pipe enters and exits the sanitary sewer manholes, type of pipe, etc.
- ☐ 6. Ensure that the point of connection of the proposed project to the existing utilities is clearly marked in the plans.
- ☐ 7. Provide a note that "The improvement plans comply with NAC 445A.65505 through NAC 445A.6731, inclusive, and NAC 278.440 for the proposed water and wastewater systems". Plans shall conform to public water and wastewater system design, construction, operation, maintenance, and accepted engineering principles and practices.
- ☐ 8. For review purposes, the NDEP references the GLUMRB [\*Recommended Standards for Wastewater Facilities\*](#) (Chapter 30, 2014 Edition). Please ensure that if a different design standard is used it is cited in the improvement plan submittal so that the NDEP can review the appropriateness of such standard.
  - ☐ a. For lift stations, please reference and provide design items listed in [WTS-14](#).
  - ☐ b. Provide a basis of design or technical memo for sewer collection systems.
- ☐ 9. Provide a copy of the network hydraulic analysis for the public water supply.
10. The NDEP may request additional design information to facilitate the review of the improvement plans.



June 28, 2023

The Yerington Planning Commission met in the City Council Chambers at 4:00 pm with the following members present:

President Steve Douglas  
Commissioner Elmer Bull  
Commissioner Robert Arigoni  
Commissioner Eric Bodenstein  
Commissioner Travis Crowder  
City Manager Robert Switzer  
Building Inspector Joel Brown  
Planning Commission Secretary Stacey Larsen  
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Lacey Parrott  
City Clerk Sheema D. Shaw

Guests:

Dave Snelgrove

#### Agenda Approval

Commissioner Bull made a motion to approve the agenda for the June 28, 2023 meeting as presented, seconded by Commissioner Arigoni. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

#### Minutes of April 26, 2023 meeting

Commissioner Arigoni made a motion to approve the minutes for the April 26, 2023 meeting as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

#### **Developer's Agreement–Dave Snelgrove with CFA, Inc. on behalf of Brodie Priestly is proposing a developer's agreement application APN 001-643-01 (Grand Estates Phase II):**

Mr. Snelgrove addressed the commissioners regarding the developer's agreement that was presented to them and approved on the November 30, 2022 meeting. He stated that in Section 3.2 Letter C the last line needs to be taken out. He has talked to the County and they are not in agreement with the 4-year cap of \$3,800.00 per lot for sewer connection fee.

City Manager Robert Switzer stated that the area is Willow Creek and even though we maintain the lift station it is the County's lift station and it is up to them to approve the amount for each lot's sewer hookup. President Douglas asked City Manager Switzer if the City will be making any money for each sewer hook-up and City Manager Switzer stated no.

President Douglas and Commissioner Bull asked Mr. Snelgrove if the letter from Nevada Department of Environmental Protection has been taken care of. Mr. Snelgrove stated yes and that he has a letter from them that states all issues have been addressed.

President Douglas asked Mr. Snelgrove if he understood the remaining part of Section 3.2 letter C, stating that all sewer fees will need to be paid before final map is recorded. Mr. Snelgrove stated he understood and that he will do whatever the County makes him do regarding the sewer.

**Developer's Agreement-Dave Snelgrove with CFA, Inc. on behalf of Brodie Priestly is proposing a Developer's Agreement APN 001-643-01.**

Commissioner Bull made a motion to approve the developer's agreement for APN 001-643-01 submitted by Brodie Priestly as presented with the condition that the last line of Section 3.2 number C be taken out and the approval letter from Nevada Department of Environmental Protection (NDEP) stating all conditions are met before the agreement can be approved by City Council, seconded by Commissioner Crowder. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

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Steve Douglas  
Planning Commissioner President

---

Stacey Larsen  
Planning Commission Secretary

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 (2023-5-25) 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.

## **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 January 9, 2023, the Yerington City Council approved a tentative subdivision map (2023-5-25) 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 Scarsdale 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 (Case No. 2023-5-25 on January 9, 2023). 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.
- 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.

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 (January 9, 2028) 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 in conformance with the Lyon County/City of Yerington inter-local agreement. ~~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-Builts 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.
- 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.**

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 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 1 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 any of the provisions of this Agreements





# YERINGTON PLANNING COMMISSION

STEVE DOUGLAS, PRESIDENT  
ROBERT ARIGONI, VICE PRESIDENT  
TRAVIS CROWDER  
ERIC BODENSTEIN  
ELMER BULL  
LACEY PARROTT

YERINGTON PLANNING COMMISSION  
MEETING AGENDA  
JUNE 28, 2023 at 4:00 PM – CITY HALL

1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken
3. For Possible Action: Review and Approve the Agenda.  
NOTICE RE: NRS 237: When the Planning Commission 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. Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.
4. For Possible Action: Approve the Planning Commission Minutes of April 26, 2023.
5. For Possible Action and recommendation to the Yerington City Council: Dave Snelgrove of CFA, Inc. on behalf of Brodie Priestly is proposing a developer's agreement application with APN 001-643-01 (Grand Estates Phase II).
6. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken

This is a tentative schedule for the meeting. The board reserves the right to take items in a different order to accomplish business in the most efficient manner and they may combine two or more agenda items for consideration. Items may also be removed from this agenda or delayed for later discussion.

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 Interim City Clerk at 463-3511 in advance so that arrangements may be conveniently 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](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. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

I, Stacey Larsen, do certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Ave, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at [notice.nv.gov](http://notice.nv.gov) and the City of Yerington website at [www.yerington.net](http://www.yerington.net) on the 23<sup>rd</sup> of June 2023. For questions or supporting materials regarding this agenda, please call Stacey Larsen at (775)463-3511.

  
Stacey Larsen, Planning Commission Secretary

The City of Yerington is an equal opportunity provider



April 26, 2023

The Yerington Planning Commission met in the City Council Chambers at 4:00 pm with the following members present:

President Steve Douglas  
Commissioner Elmer Bull  
Commissioner Robert Arigoni  
Commissioner Eric Bodenstein  
Commissioner Lacey Parrott via telephone  
City Manager Robert Switzer  
City Clerk Sheema D. Shaw  
Building Inspector Joel Brown  
Planning Commission Secretary Stacey Larsen  
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Travis Crowder

Guests:

Eric Anderson from Bighorn Consulting, Inc.  
Pete Deterding

#### Agenda Approval

Commissioner Arigoni made a motion to approve the agenda for the April 26, 2023 meeting as presented, seconded by Commissioner Parrott. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

#### Minutes of March 22, 2023 meeting

Commissioner Bull made a motion to approve the minutes for the March 22, 2023 meeting as presented, seconded by Commissioner Arigoni. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

#### **Special Use Permit–Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding is proposing a special use permit APN 001-231-01:**

Eric Anderson from Bighorn Consulting, Inc. addressed the planning commissioners for a special use permit. He stated that in December 2020 the Planning Commissioners approved an expansion in the same area, same parcel of land for twenty-five additional mobile home spaces. Since then, Mr. Pete Deterding owner of Bakerfield Parks, LP, bought the property before construction began.

Mr. Deterding decided that there was a better need for this property, to do more RV stalls instead of mobile home stalls. Mr. Anderson stated 35 more RV stalls will be located on the property. He stated they are not requesting a variance, that it's all per City RV park codes.

They will have full hookups at all 35 stalls. All RV stalls are 85-90 foot in length and will be set up with electrical pedestals to handle larger buses. Mr. Anderson stated in the southeast corner there will be a dog park and in the southwest corner will be a new restroom and shower facility.

Mr. Anderson stated that the through lanes will be paved and the RV stalls will have gravel. He stated that traffic in and out of the park will be one direction. He stated all the lanes are compliant with fire code. He stated he met with Chief Draper and will be bringing in a new fire line that will service the entire park. He stated new fire hydrants will be added to bring the park up to fire code.

He stated the park will have some common areas, some landscape areas and picnic benches. Mr. Anderson stated they will put a new mini sewer lift station next to the retention pond. He stated they can't get gravity sewer out to the colony side so they will pump the sewer. He stated it will be a private owned and maintained pump station, not a city lift station.

President Douglas asked Mr. Anderson how big a main is it going to be. Mr. Anderson said he still needs to "size it". He stated it will probably be 3 or 4 in. and will go straight to the north and drop into another manhole and then go to the second where a pump is already there. He stated there will be two pumps on the property.

Mr. Anderson stated that he met with Walker River Irrigation District about the drain that is along the entire eastern property line. WRID requested that they provide them an access road along that drain. One does not exist right now and they have a difficult time getting to it from the colony side. President Douglas asked if there is a fence on the inside or outside of the easement. Mr. Anderson stated there is no fence, that the drain and easement are on park property so they have to provide them access. He states it's a 60-foot easement.

**Special Use Permit-Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding is proposing a special use permit APN 001-231-01.**

Commissioner Arigoni made a motion to approve special use permit APN 001-231-01 submitted by Pete Deterding as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

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Steve Douglas  
Planning Commissioner President

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Stacey Larsen  
Planning Commission Secretary



**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]

EXECUTED on the dates indicated:

CITY OF YERINGTON,

a municipal corporation

Dated \_\_\_\_\_, 2023

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Developer:

CREATIVE HOMES INVESTMENT  
GROUP, LLC

a Nevada limited liability corporation

Dated \_\_\_\_\_, 2023

By:  
Print Name: \_\_\_\_\_  
Its: Manager

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_  
Manager of Creative Homes Investment Group,  
LLC, a Nevada limited liability corporation

Notary Public

My Commission Expires: \_\_\_\_\_

EXECUTED on the dates indicated:

CITY OF YERINGTON,  
a municipal corporation

Dated \_\_\_\_\_, 2023

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Developer:

CREATIVE HOMES INVESTMENT  
GROUP, LLC  
a Nevada limited liability corporation

Dated \_\_\_\_\_, 2023

By:  
Print Name: \_\_\_\_\_  
Its: Manager

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_  
Manager of Creative Homes Investment Group,  
LLC, a Nevada limited liability corporation

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[SEE FOLLOWING PAGE]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**GRAND ESTATE PHASE II**

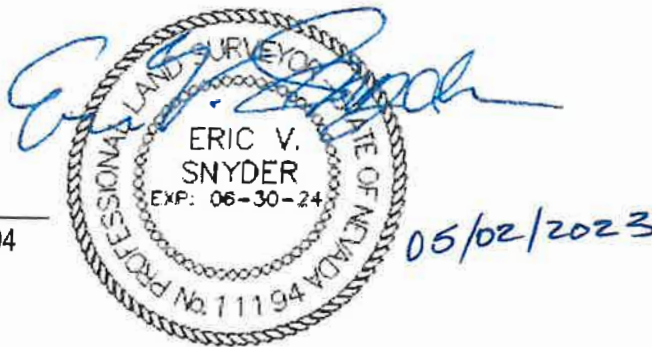
All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

Lot A as shown on the Map of Grand Estates Phase 1, recorded in the Official Records of Lyon County, Nevada on January 11, 2007, as Document No. 398664.

The above description appeared previously in that certain Grant, Bargain, Sale Deed recorded November 4, 2021, as Document No. 647574 in the Official Records of Lyon County, Nevada.

---

Eric V. Snyder, PLS 11194  
CFA Inc.  
1150 Corporate Blvd.  
Reno, NV 89502





NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources

Steve Sisolak, Governor  
James R. Lawrence, Acting Director  
Greg Lovato, Administrator

October 14, 2022

Jay Flakus  
Public Works Director – City of Yerington  
14 E. Goldfield 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 has reviewed the above referenced subdivision and recommends denial of said subdivision with respect to water pollution and sewage disposal.

The submittal was found to be incomplete, and the following items need to be addressed to facilitate further review:

- Items 5d through 5g on the checklist were not addressed.
- Item 7 on the checklist was not addressed.
- Item 9 on the checklist was not addressed.

Please ensure that the corrections are made, and the resubmitted plans are stamped and wet-signed in non-black ink on each page.

If you have any questions regarding this letter, please contact me at (775) 687-9439 or [amholt@ndep.nv.gov](mailto:amholt@ndep.nv.gov).

Sincerely,

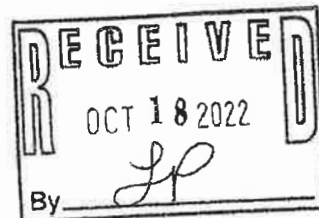
April Holt, PE  
Technical Services, Compliance, and Enforcement  
Bureau of Water Pollution Control

Enclosure: Requirements for the Review of a Tentative Subdivision Map in Rural Counties (Checklist)

CC: Dave Snelgrove – CFA, Inc. 1150 Corporate Blvd., Reno, NV 89502

Control No. 14990

City of Yerington NV





### Developers Agreement Application

#### CITY OF YERINGTON

14 E. Goldfield Ave

YERINGTON, NV 89447

Engineer/Surveyor: CFA, Inc, Kathleen Knight, PE (775) 463-3511 & 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

Grand Estates

Tentative Map Name: Phase II Assessor's Parcel Number: 001-643-01

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



LISA A. BURRIER  
Notary Public  
State of Nevada  
Appt. No. 22-2881-05  
My Appt. Expires February 4, 2026

**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	MANHOMER PROJECT MANAGEMENT LLC	100 CHATEAU WAY	2018 FAIRWOOD DR	RENO, NV	89502
001-641-03	MANHOMER PROJECT MANAGEMENT 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	MANHOMER PROJECT MANAGEMENT LLC	116 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-11	MANHOMER PROJECT MANAGEMENT LLC	200 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-12	MANHOMER 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, BLUAH	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	MANHOMER PROJECT MANAGEMENT LLC	313 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-19	MANHOMER 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, MICHAELLEE & 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



**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

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:

<b>“Developer”</b>	Creative Homes Investment Group, LLC, A Nevada limited liability corporation 239 Linden Street Reno, NV 89502
<b>“City”</b>	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.

## **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 Scarsdale 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.

- B. Installation of a sewer force main connected to the Lyon County gravity sewer system near Penrose Drive and Scarsdale Drive.
- C. Any required easements for the lift station or force main. [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.
- D. As-Builts and operations and maintenance manuals ("Closeout Documents") shall be provided the within 2 months after 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 delayed by the City of Yerington when requested by the developer. The date of termination shall 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 or before the close of the Warranty Period. [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.**

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 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 1 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 any of the provisions of this Agreements

#### **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]

EXECUTED on the dates indicated:

CITY OF YERINGTON, a  
municipal corporation

Dated \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Developer:

CREATIVE HOMES INVESTMENT  
GROUP, LLC  
a Nevada limited liability corporation

Dated \_\_\_\_\_, 2022

By:  
Print Name: \_\_\_\_\_  
Its: Manager

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_  
Manager of Creative Homes Investment Group,  
LLC, a Nevada limited liability corporation

Notary Public

My Commission Expires: \_\_\_\_\_





## **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

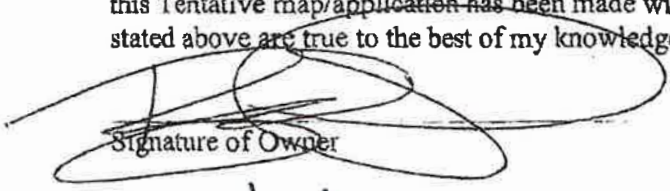
### **REQUIRED ITEMS FOR APPLICATION**

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**

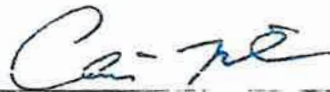
I, Brodie S. Priestley, Owner in fee of the described property, state that this Tentative map/application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

  
Signature of Owner

State of Nevada )

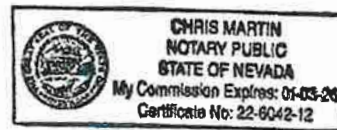
County of Douglas )

Subscribed and sworn to before me this 3<sup>rd</sup> day of August, 2022 <sup>200</sup>



Notary Public

Seal:



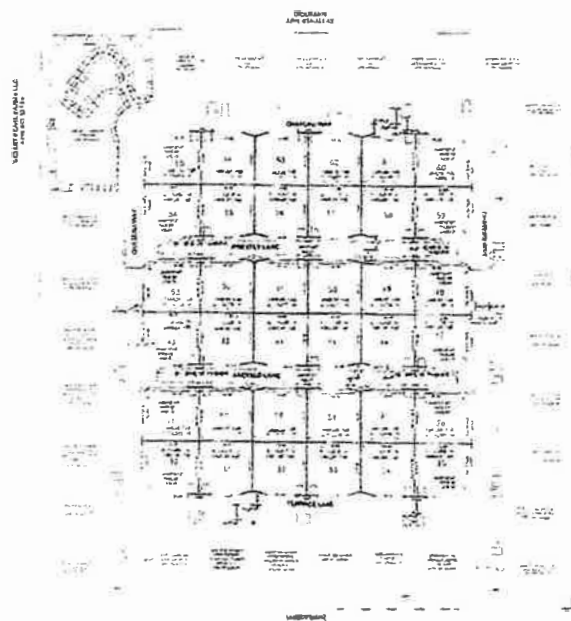
**LIST OF NAMES AND ADDRESSES OF PROPERTY OWNERS OF LAND IMMEDIATELY ADJOINING THE AREA PROPOSED TO BE PLATTED.** Use current Assessor's parcel maps and current ownership pages. The names and addresses can be highlighted on the Assessor's parcel maps and ownership sheets and does not require you're transferring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

Parcel Number	Legal Owner	Physical Address	Mailing Address	Mailing City/State	Mailing Zip Code
001-641-02	MANHOMER PROJECT MANAGEMENT LLC	100 CHATEAU WAY	2018 FAIRWOOD DR	RENO, NV	89502
001-641-03	MANHOMER PROJECT MANAGEMENT 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	105 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	MANHOMER PROJECT MANAGEMENT LLC	116 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-11	MANHOMER PROJECT MANAGEMENT LLC	200 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-12	MANHOMER 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	MANHOMER PROJECT MANAGEMENT LLC	313 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-19	MANHOMER 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
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CITY OF YERINGTON  
BUILDING DEPARTMENT  
14 EAST GOLDFIELD AVENUE  
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(775) 463-3511

## Project Summary

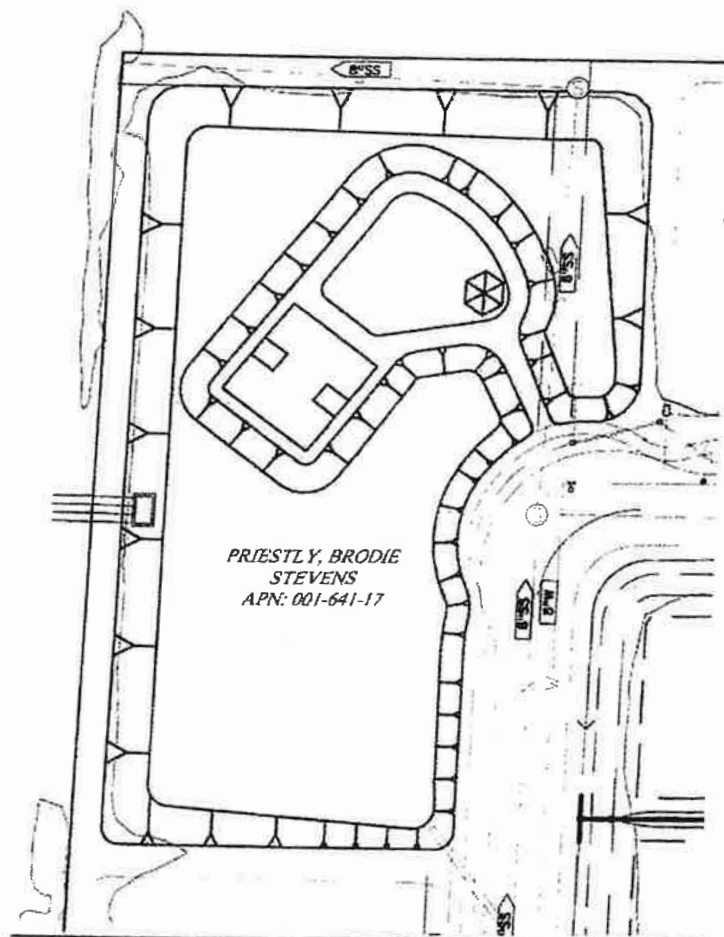
The proposed development, Grand Estates Phase2 is proposed to contain 36 total lots following the same lotting pattern and general lot sizes that had been previously approved. There are 28 existing subdivided single family residential lots within the Grand Estates project area that were final mapped 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.



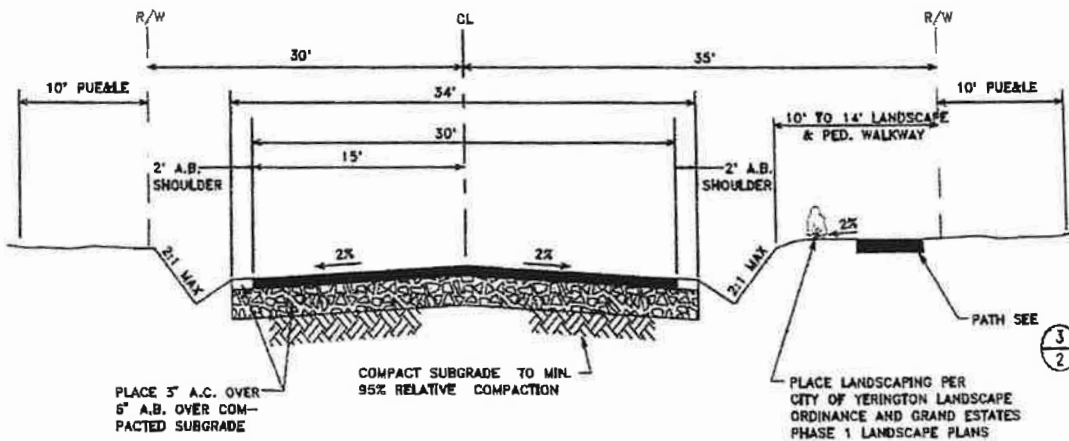
### Project benefits

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 improvement were not completed and the second phase of the project expired.

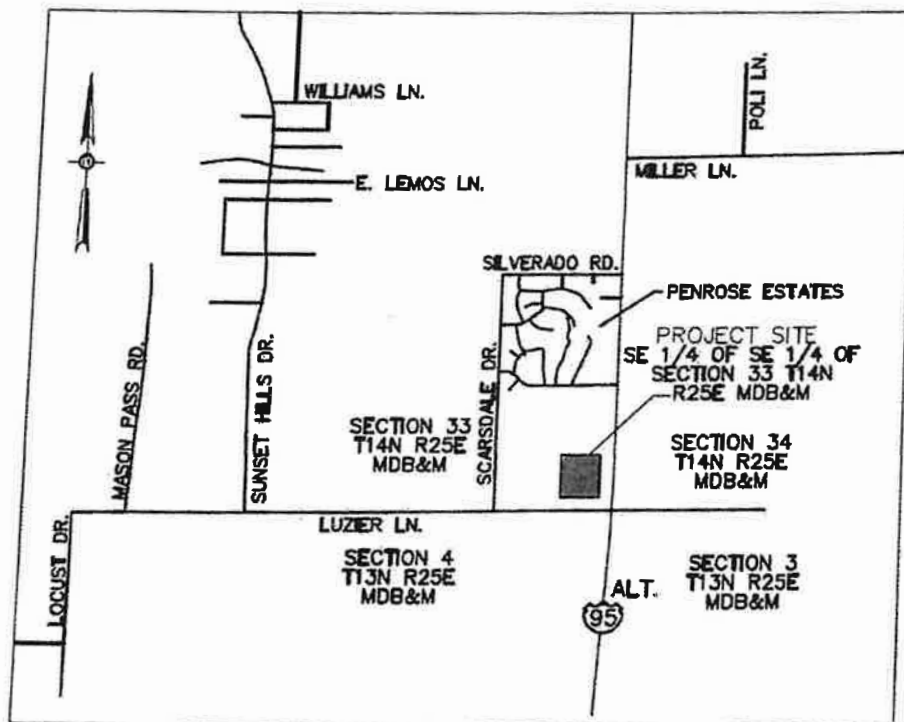


## Feasibility Review

Following are questions 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 constitute 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: NCM RPTT:



0382592

11680 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:** Invalidity 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.



382592

05/22/2006  
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## 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.

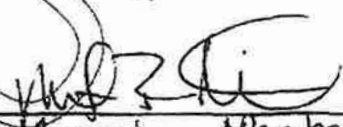
**4.13 Notices:** Notices as provided herein shall be in writing and shall be deemed received five (5) days after deposit in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as follows or to such other addresses as the parties may designate to each other in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

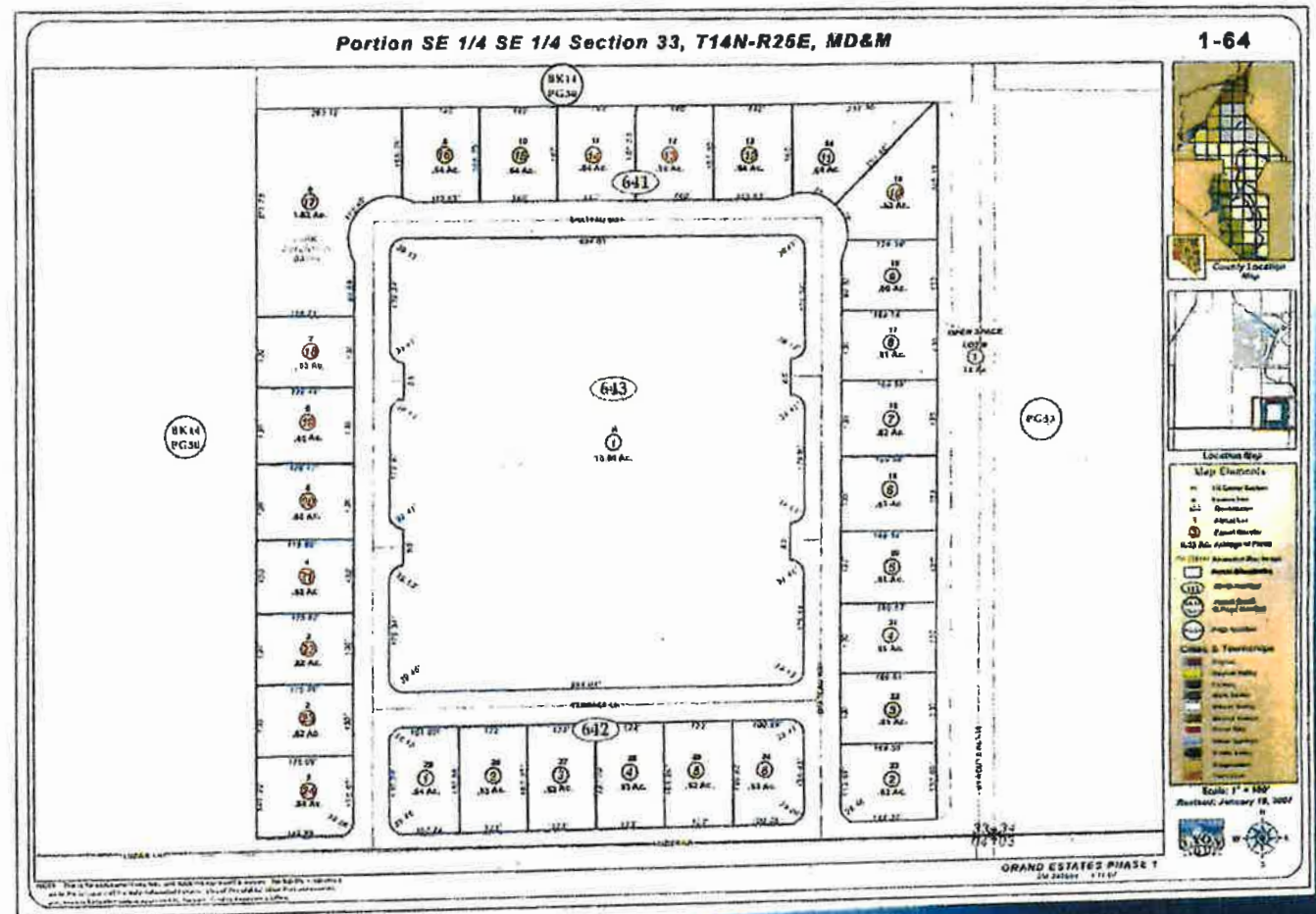
APN 001-643-01

13.8+/- Acres

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

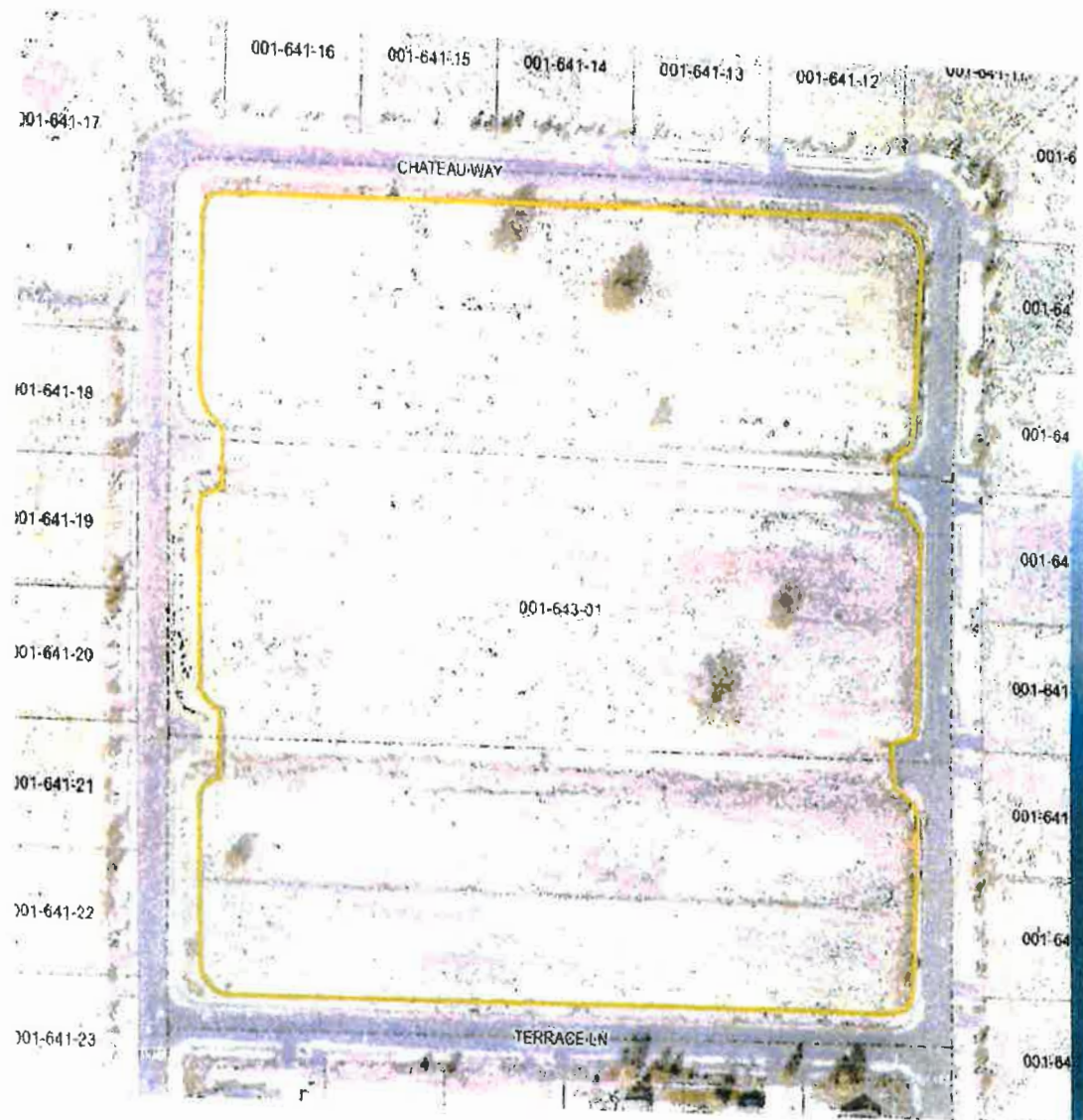


Subject Property was left as  
Area of Grand Estates to be  
Completed.





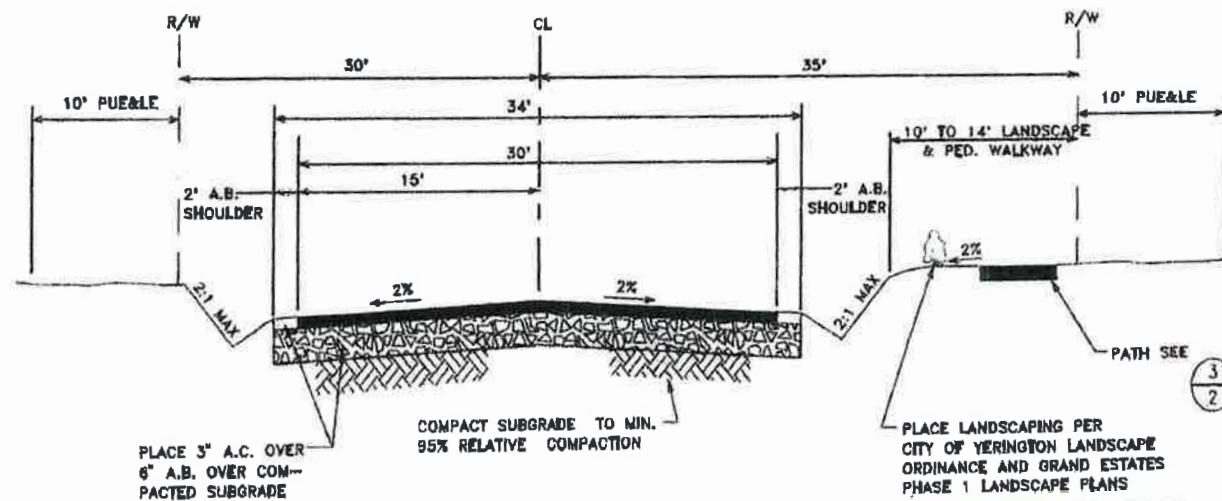
## Existing Site Photos



## Proposed Street Section

### 65-foot ROW

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



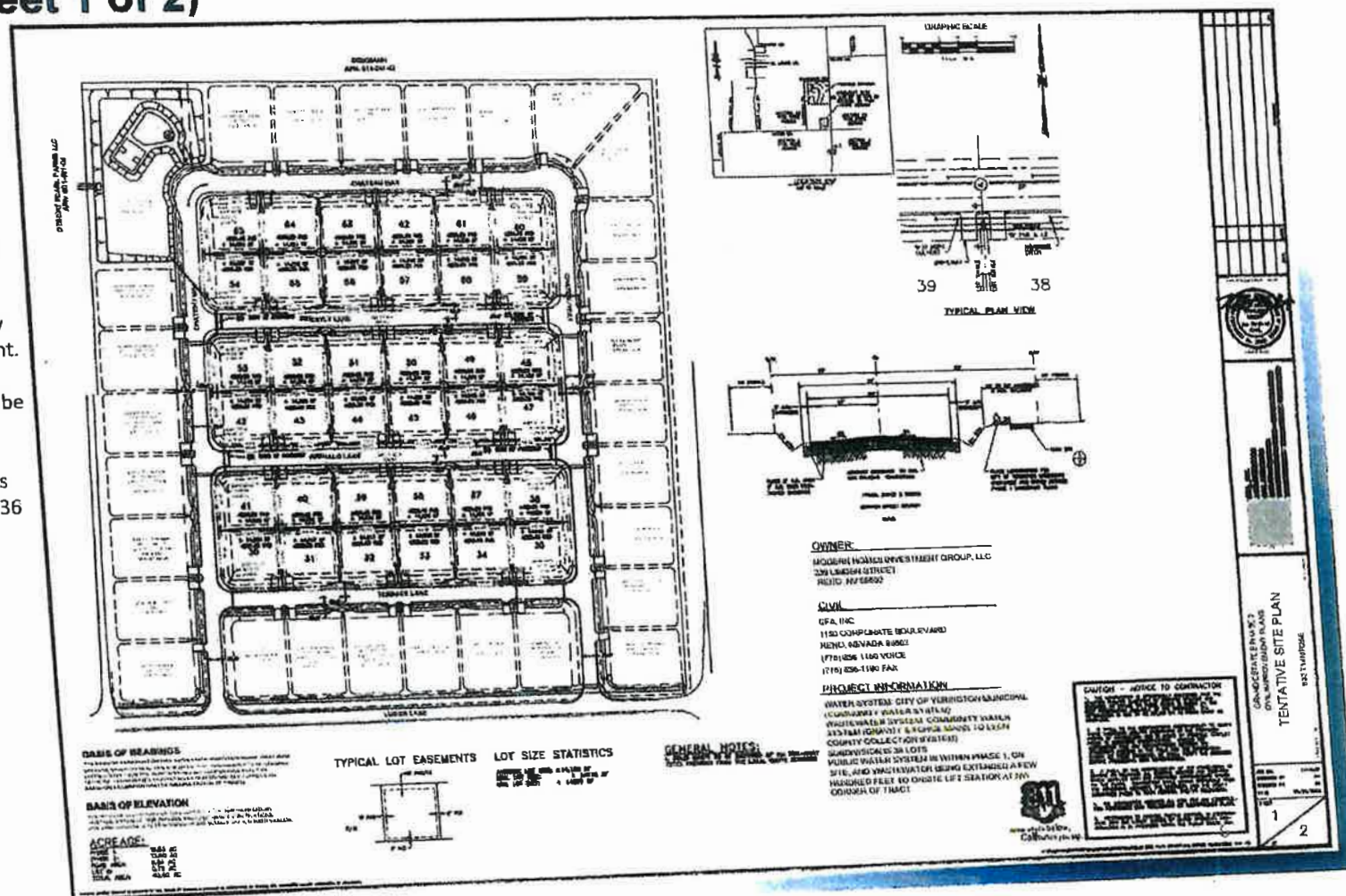


## Tentative Map (Sheet 1 of 2)

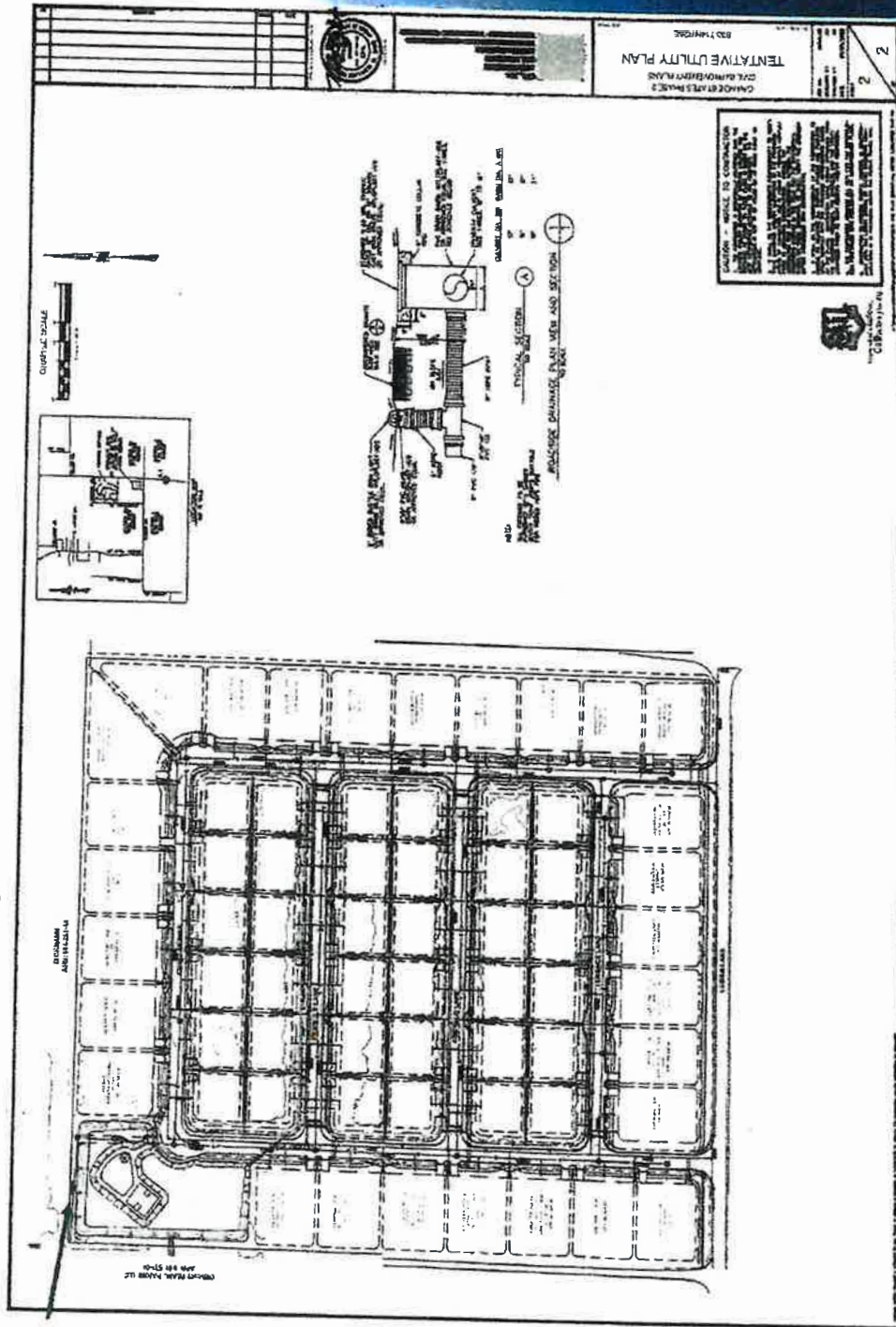
Of the 28 existing residential lots in Phase 1,  
5 are owned by Creative Homes  
7 are owned by Manhome Project  
Management,  
7 are owned by Chiças Rentals LLC and 3 by  
Hoyt & Meyers

It appears that 1/2 of the lots are not already developed or in the process of development. Any lots not developed when the sewer connections is approved or existing would be required to connect.

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.

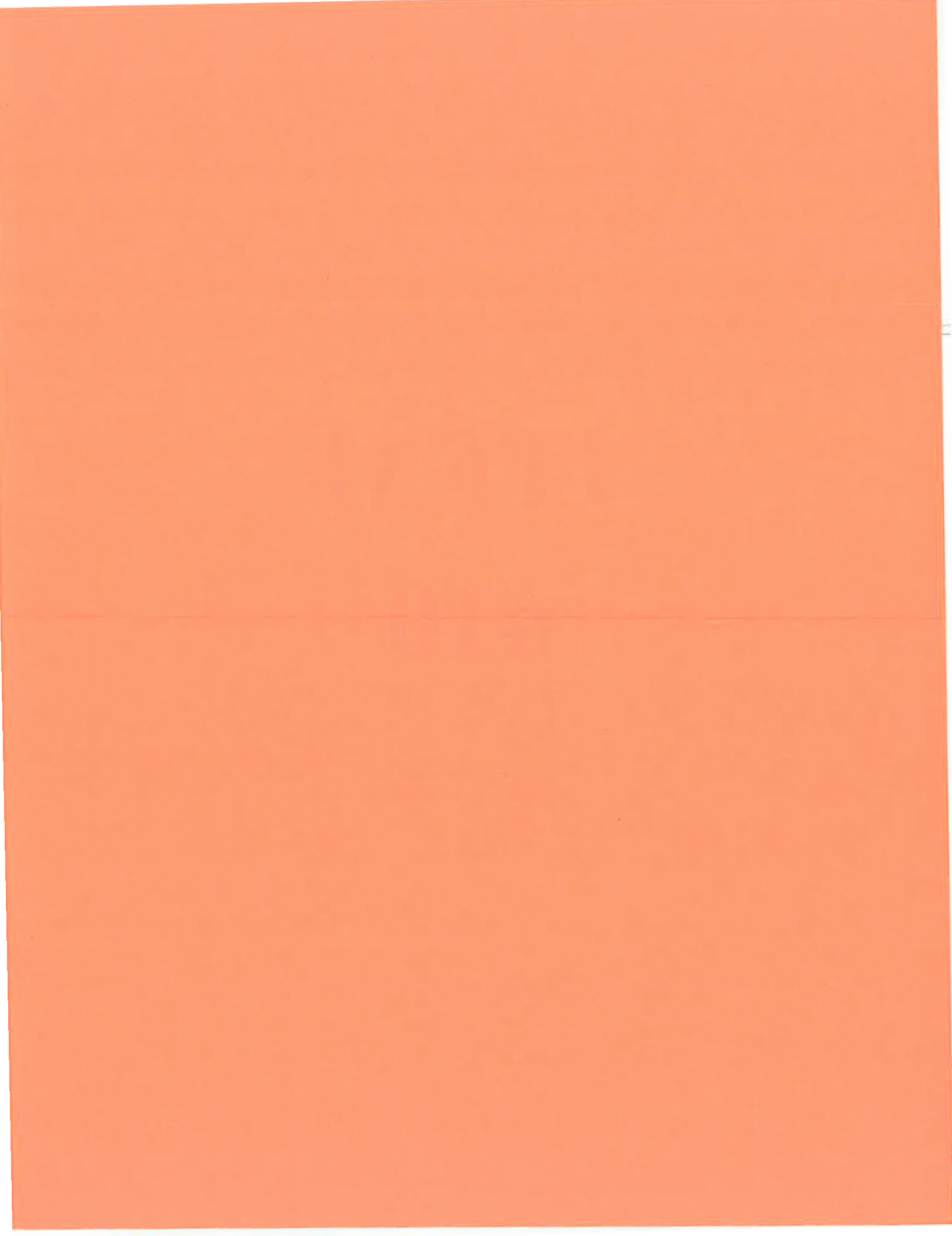


Lift Station	Location
1	1000
2	2000
3	3000
4	4000
5	5000
6	6000
7	7000
8	8000
9	9000
10	10000
11	11000
12	12000
13	13000
14	14000
15	15000
16	16000
17	17000
18	18000
19	19000
20	20000
21	21000
22	22000
23	23000
24	24000
25	25000
26	26000
27	27000
28	28000
29	29000
30	30000
31	31000
32	32000
33	33000
34	34000
35	35000
36	36000
37	37000
38	38000
39	39000
40	40000
41	41000
42	42000
43	43000
44	44000
45	45000
46	46000
47	47000
48	48000
49	49000
50	50000
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60	60000
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62	62000
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66	66000
67	67000
68	68000
69	69000
70	70000
71	71000
72	72000
73	73000
74	74000
75	75000
76	76000
77	77000
78	78000
79	79000
80	80000
81	81000
82	82000
83	83000
84	84000
85	85000
86	86000
87	87000
88	88000
89	89000
90	90000
91	91000
92	92000
93	93000
94	94000
95	95000
96	96000
97	97000
98	98000
99	99000
100	100000



**ITEM**

**#10**







*A Professional Corporation*

June 15, 2023

To the Honorable Mayor and City Council  
City of Yerington  
14 E. Goldfield Ave.  
Yerington, Nevada 89447

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of City of Yerington for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

*Our Responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and Uniform Guidance*

As stated in our engagement letter dated June 5, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider City of Yerington's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal controls over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Uniform Guidance.

As part of obtaining reasonable assurance about whether City of Yerington's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also, in accordance with Uniform Guidance, we will examine, on a test basis, evidence about City of Yerington's compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* applicable to each of its major federal programs for the purposes of expressing an opinion on City of Yerington's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it will not provide a legal determination on City of Yerington's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management discussion and analysis, schedules of other post-employment benefits and the schedule of the City's Proportionate Share of the Net Pension Liability which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the combining statements, individual fund statements which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on other supplementary information sections which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

#### Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risk of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of our audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. We have also presumed the cash disbursement cycle and payroll disbursement cycle to be significant risks. Accordingly, we have considered these as significant risks.

We expect to begin our audit on approximately June 15, 2023 and issue our report on or before approximately November 30, 2023.

This information is intended solely for the use of the Mayor, City Council and management of City of Yerington and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Sciarani & Co.".

Sciarani & Co.