



102 South Main Street Yerington Nevada 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

YERINGTON CITY COUNCIL
MEETING AGENDA
October 14, 2019 – 10:00 A.M. - 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 viewpoint – No action will be taken.
Public Comment on any item not on this agenda, and pertinent to the City Council, will be received during the Public Participation/Comment portion of this meeting. The presiding officer will invite public comment pertaining to those matters on this agenda during the council'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.
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 that 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: Approve the Minutes of the September 23, 2019 Regular Meeting.
5. For Possible Action: Approval of New, Renewal and Name Change Business License Applications.
 - A. Donald J. Hunter dba Mason Valley Heating & Cooling, Heating & Cooling Services, 213 W. Goldfield Ave. Yerington, NV 89447-Moved to new location
 - B. Donald & Chaz Hunter dba Hunter's Guns Ammo & Sporting Goods, LLC, Sporting Goods Retail, 213 W. Goldfield Ave. Yerington, NV 89447-Moved to new location
 - C. Darrell R. Norman dba Norman Ventures NV, Inc., General Construction, 13930 Cochise Dr. Reno, NV 89521-New
 - D. Recon Technologies, Inc. dba Recon Health Care Services, Medical Services, 911 Harvey Lane Yerington, NV 89447-New
 - E. T. F. Roof Services, Inc. dba A. Affordable Roofing, Roofing, 1250 Ridgeway Ct. Reno, NV 89503, Mobile-New

6. For Possible Action: Recommendation From the Yerington Chamber of Commerce to Have the City of Yerington Sponsor and Coordinate the 4th of July Events in the City of Yerington.
7. For Possible Action: Approval to Invest up to Two-Million Dollars in the Local Government Pooled Investment Fund (LGIP).
8. For Possible Action: Recommendation From the Police Committee to Increase the Police Force to Eight (8) Positions.
9. For Possible Action: Recommendation From the Police Committee to Remove the Requirement that Police Officers to Live within Five (5) Miles of the City Limits.
10. For Possible Action: Approve the Purchase of a 2020 Chevrolet Tahoe, Fully Equipped, for the Yerington Police Department From the Fixed Asset Fund not to exceed \$55,000.
11. For Possible Action: Approve Memorandum of Understanding (MOU) Between the Lyon County School District and the Yerington Police Department for a School Resource Officer (SRO).
12. For Possible Action: Recommendation to Approve the Collective Bargaining Agreement Between the City of Yerington and the Yerington Police Association.
13. For Possible Action: Approval of a Quote From Sierra Computer Group to Replace the Server at City Hall with Up-to-Date Hardware Running the Latest Windows Server Operating System, Not to Exceed \$13,000.
14. For Possible Action: Read by Title Ordinance #19-01, Bill #419, Amending the Yerington City Code Title 8 Water and Sewer; Chapter 2 Water Service Regulations: Adding Deposit For Service; Amending Discontinuation And Restoration of Service; And Other Matters Properly Relating Thereto.
15. For Possible Action: Acceptance of Two Hangar Buildings (#315, 414) From the Civil Air Patrol to the City of Yerington.
16. For Possible Action: Review Bills Previously Submitted for Payment.
17. Public Participation/Comments: Public comments(s) shall not be restricted based on content or view point – No action will be taken.
18. Department Reports and City Manager Report - No action will be taken.

Copies of all documents discussed herein may be attained at City Hall, 102 S. Main Street, Yerington, Nevada 89447.

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

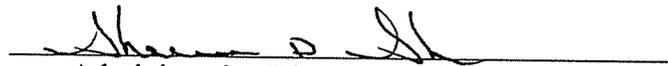
NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Administrative Director/Interim City Clerk at 463-3511 in advance so that arrangements may be made.

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

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted October 9, 2019 at the following locations:

Yerington City Hall, Yerington Post Office, Lyon County Court House, Lyon County Administrative Complex.

For questions or supporting materials regarding this agenda, please contact Sheema D. Shaw at (775) 463-3511.


Administrative Director/Interim City Clerk

ITEM

#4

September 23, 2019

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 Garry
Council Members Jerry Bryant, Selena Catalano, Shane Martin and Terceira Schunke
City Manager Robert Switzer
City Attorney Chuck Zumpft
Chief of Police Darren Wagner
Public Works Director Jay Flakus
Administrative Director/Interim City Clerk Sheema D. Shaw

Guests: Chief Scott Draper of the Mason Valley Fire District, Ronald Hoard of the Yerington Food Pantry, Frank Pizzo, Mandi Drake of Remax Country, Amy Miller of NNDA, Deb & Dave DeGrendele, David Neisingh and Chris Garry

Public Comments

Mayor Garry asked for Public Comments, there were no comments.

Agenda Approval

Councilman Bryant made a motion to approve the agenda as presented, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Minutes

Councilwoman Schunke made a motion to approve the minutes of September 9, 2019, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and carried unanimously.

Business Licenses

The following business license applications were presented for review and approval:

- A. Regal Pacific Contracting & Compliance, Inc., Fueling Systems Contractor, 40 Airport Way Yerington, NV 89447-New Single Project
- B. El Mundo Lantino, II LLC, General Merchandise, 20 S. Main St. Yerington, NV 89447- New Location
- C. Vicki & Matthew Brannan dba Tailgaters Restaurant & Bar, Restaurant/Bar, 517 W. Bridge St. Yerington, NV 89447-Changed Ownership
- D. Sylvia's Quilter's Quarters, LLC, Retail, 123 W. Bridge St. Yerington, NV 89447-Moved to new location

- E. Flor Torres dba La Oaxaquena, Mexican & Salvadorian Food, 111 W. Goldfield Ave. Yerington, NV 89447-New Mobile Food Truck
- F. Nevada Drywall, Stucco & Stone, Inc., Construction/Subcontractor, 850 Maestro Dr. Ste 100 Reno, NV 89511-New Mobile
- G. Shelley Lee Waldaias, Professional Counseling, 607 Sandy Ave. Yerington, NV 89447-New
- H. Gene Aalbu dba Variety Building Systems, Contractor, P. O. Box 70034 Reno, NV 89570-New Mobile
- I. Wearin Brush Cutting & Tractor Service, LLC, Brush Cutting/Land Clearing, 16 E. Lemos Lane Yerington, NV 89447-New

Councilman Bryant made a motion to approve the business license applications as presented, seconded by Councilwoman Catalano. Mayor Garry asked for public comment, there were no public comments and the motion passed unanimously.

Revoke Business License Due to Non-Payment for 2nd Quarter April – June 2019

- A. AQ&B, LLC 5470 Sidehill Dr. Sun Valley, NV 89433

Councilwoman Catalano made a motion to revoke the business license due to non-payment for the 2nd quarter, April – June 2019 as presented, seconded by Councilwoman Schunke. Mayor Garry asked for Public Comments, there were no comments and the motion carried unanimously.

Recommendation from the Yerington Planning Commission to Approve a Special Use Permit. The Applicant Intends to Extract CDB Oil from Hemp at 103 McLeod Street, APN 001-541-08.

City Manager Switzer stated that the Planning Commission has met regarding this item and is recommending approval. City Manager Switzer stated that the application is in order and they have fulfilled all requirements other than completing a business license application. They may be waiting for approval by City Council before moving forward with that portion.

Mr. David Neisingh addressed the council and stated they have just purchased the milk processing plan for the hemp processing center. Mr. Neisingh stated that he has been doing business in the hemp industry for over six years. Mr. Neisingh stated that hemp is a complete protein and has been used for in the production of clothing, food, housing and paper products.

Mr. Neisingh stated that once they are set up they would like to offer a Yerington brand product and offer it wholesale to Yerington residents. If this plant goes well they have plans for 6 other sites. Mr. Neisingh stated that they will have a total of 20 to 40 employees.

Councilwoman Catalano asked if this company is connected with the Yerington Paiute Tribe. Mr. Neisingh stated that they are not. Councilwoman Catalano asked City Attorney

Zumpft if this facility would violate our agreement with the Yerington Paiute Tribe. City Attorney Zumpft stated that it would not.

Councilwoman Catalano asked if any of their products would include eatables. Mr. Neisingh stated that they will make a product that included chocolate coated almonds. There will be a clean room for a kitchen. They will also have a hemp seed oil. Mr. Neisingh stated that they do give away a lot of product, this business is a lot about helping people.

Councilwoman Catalano asked if the permit would belong to the applicant. City Attorney Zumpft stated that is correct.

Councilman Bryant asked what the amount of traffic would be. Mr. Neisingh stated that they should be running about 20 tons of product a day, about two trucks a day.

Councilman Bryant asked if there was anything regarding security that council should be aware of. Mr. Neisingh stated that they do have someone on site 24-hours a day at this time. They would be installing a video system.

Councilman Bryant made a motion to approve recommendation from the Yerington Planning Commission to approve a Special Use Permit. The applicant intends to extract CDB oil from Hemp at 103 McLhod Street, APN 001-541-08, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Presentation by Amy Miller, Business Support Manager for the North Nevada Development District (NNDA) on Current Activities

Ms. Amy Miller, Business Support Specialist for Northern Nevada Development Authority addressed the council and stated that NNDA services Yerington, Smith Valley and Mineral County. Ms. Miller stated that NNDA works with the Governors offices and is actively looking for businesses to attract to the area.

Ms. Miller stated that she would like to meet with City Officials to get their input on what businesses they are interested in attracting to the area. Ms. Miller stated that Yerington is part of a Brownfield Grant and would also like input on that matter.

No action was taken.

Recommendation to Council to Donate/Sale a Surplus Vehicle to the Yerington Food Pantry

City Manager Switzer stated that we have some surplus vehicles at the Public Works shop in various working order. City Manager Switzer stated that he was approached by someone at the Yerington Food Pantry regarding a vehicle we had at the shop and asked if we could donate it to the pantry. Public Works Director Flakus stated that it needs new tires and a tune-up.

Mr. Ron Hoard, Manager of the food pantry stated that they have been using a personal vehicle to make deliveries. The vehicle will stay in our community and be used to deliver to those that are homebound and other pantry needs.

Councilman Bryant asked how long it would take to remove all of the Police Department equipment from the vehicle. Chief Wagner stated about 5 to 6 hours.

Councilwoman Schunke asked if the city will do the tune-up and replace the tires. City Manager Switzer stated that we could do it and have the board reimburse us or give it as is.

Mr. David Neisingh stated that his company would be happy to make a donation and pay for the tune-up and tires.

Councilman Bryant made a motion to approve the recommendation to Council to donate/sale a surplus vehicle to the Yerington Food Pantry, seconded by Councilman Martin. Mayor Garry asked for public comments.

Mr. Chris Garry addressed council and stated that this is a "win-win" for everyone.

Mr. Dave DeGrendele stated that it is best to have a clean break and donate the vehicle as is.

Mayor Garry asked for further comments there were no comments and the motion carried unanimously.

Consideration of a Salary Increase for City Manager Robert Switzer in Recognition of Significant Accomplishments since Appointment

Mayor Garry stated that City Manager Switzer has been determined to save cost wherever possible since he came to the city in February. He is reviewing contracts, identifying investments fund and found cost savings by changing our utility billing to cards. City Manager Switzer has become an active member of our community and a member of the Lyon's Club.

Councilman Bryant stated that he feels the same.

Councilwoman Catalano stated that City Manager Switzer is doing many things outside of his position.

Councilwoman Schunke asked if this is allocated in the budget. Mayor Garry stated that the savings that City Manager Switzer has found in investments would cover the cost of the increase.

Councilman Bryant made a motion to approve a Salary Increase for City Manager Robert Switzer in recognition of significant accomplishments since appointment in the amount of \$15,000 annually, seconded by Councilwoman Catalano. Mayor Garry asked for public comments.

Mr. Chris Garry stated that he is confident that everyone is grateful for Mr. Switzer's commitment to the city.

Mayor Garry asked for further public comments, there were no comments and the motion passed unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	9-10-2019	31424 through 31472
	9-16-2019	31473 through 31485
Payroll Vouchers	9-9-2019	9121901 through 9121919
Payroll Checks	9-9-2019	31419 through 31422
Transmittal Vouchers	9-9-2019	9091901
Transmittal Checks	9-9-2019	31423

Councilwoman Schunke made a motion to approve the bills as submitted, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Public Participation

Mayor Garry asked for public comments, there were no comments.

Department Reports

City Attorney Zumpft reported that the title work for the water and sewer project is moving forward. The water ordinance should be on the next agenda and the Mouchou plane may be going up for sale soon.

Chief Wagner Introduced Officer Richard Jennerjohn who reported to work as of 9:00 a.m. this morning. Chief Wagner reported that yesterday before 1:30 pm his department was dispatched to the site of a deceased person. This matter is currently under investigation.

Public Works Director Flakus reported that there are issues with the Luzier Lane Station. When they try to fill the water tank the pumps fail.

City Manager Switzer reported that he will be attending the League of Cities conference this week. City Manager Switzer stated that he will be reaching out to each councilmember to discuss the Police Association agreement.

City Manager Switzer reported that there has been no further contact regarding the Armory. If no further word is received this week, Mayor Garry and City Manager Switzer will reach out to them at the first of October.

City Manager Switzer reported that he will have someone job shadowing him for two weeks.

Councilman Bryant reported that the Police committee met last week and will be bringing two items to the next council meeting for consideration.

Mayor Garry reported that he will also be attending the League of Cities conference this week.

There being no further business the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

Administrative Director/Interim City Clerk

ITEM

#5

BUSINESS NAME: MH Sen Valley Heating & Cooling

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee:

- Choose One: \$ 20.00
- 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: 775-463-2729

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: 8/14/19
 Public Works Director [Signature] Date: 10/8/19

2. **Fire Department** Approved Denied []
 Phone: 775-463-2261

Fire Inspector _____ Date: _____
 Fire Chief [Signature] Date: 8-14-19

3. **Nevada Health Dept.** Approved [] Denied []
 Phone: 775-687-7533

Inspector _____ Date: _____

4. **Police Department** Approved Denied []
 Phone: 775-463-2333

Police Chief [Signature] Date: 08-23-2019

5. **City Clerk** Approved Denied []

City Clerk: [Signature] Date: 9-25-19

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 # 2055
 Category # A
 (official use only)

BUSINESS NAME: Hunter's Guns Ammo Sporting Goods

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: 775-463-2729
 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 _____ Date: 8/14/19
 Public Works Director _____ Date: 10/09/19

2. **Fire Department** Approved Denied []
 Phone: 775-463-2261
 Fire Inspector _____ Date: _____
 Fire Chief [Signature] Date: 8-14-19

3. **Nevada Health Dept.** Approved [] Denied []
 Phone: 775-687-7550
 Inspector _____ Date: _____

4. **Police Department** Approved Denied []
 Phone: 775-463-2333
 Police Chief [Signature] Date: 09-23-19

5. **City Clerk** Approved Denied []
 City Clerk: [Signature] Date: 9-25-19

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 # 3100
 Category # A
 (official use only)

BUSINESS NAME: Norman Ventures NV, 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** Phone: 775-463-2729
 Approved Denied []
 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: 9-25-19
 Public Works Director [Signature] Date: 10/08/19

2. **Fire Department** Phone: 775-463-2261
 Approved [] Denied
 Fire Inspector _____ Date: _____
 Fire Chief [Signature] Date: 9-12-19

3. **Nevada Health Dept.** Phone: 775-687-7550
 Approved [] Denied []
 Inspector _____ Date: _____

4. **Police Department** Phone: 775-463-2333
 Approved Denied []
 Police Chief [Signature] Date: 09-23-2019

5. **City Clerk**
 Approved Denied []
 City Clerk: [Signature] Date: 9-25-19

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 # 3101
 Category # C
 (official use only)

BUSINESS NAME: RECON TECHNOLOGIES, 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: 775-463-2729
 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: 9/25/19
 Public Works Director [Signature] Date: 10/8/19

2. Fire Department Approved Denied []
 Phone: 775-463-2261
 Fire Inspector _____ Date: _____
 Fire Chief [Signature] Date: 9-18-19

3. Nevada Health Dept. Approved [] Denied []
 Phone: 775-687-7550
 Inspector _____ Date: _____

4. Police Department Approved Denied []
 Phone: 775-463-2333
 Police Chief [Signature] Date: 09-23-19

5. City Clerk Approved Denied []
 City Clerk: [Signature] Date: 10-2-19

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: A. Affordable Roofing

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee:		\$ <u>20.00</u>
Choose One:		
<input type="checkbox"/> Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)		
<input type="checkbox"/> Short Term Project -- To be completed within 30 days. (\$50.00 Fee)		
<input checked="" type="checkbox"/> Single Project -- Single job to be completed within one year. (\$50.00 Fee)		\$ <u>50.00</u>
	TOTAL FEES PAID:	\$ <u>70.00</u>

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**
 Phone: 775-463-2729

Approved Denied []

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 _____ Date: 9/25/19
 (Signature)

Public Works Director _____ Date: 10/8/19
 (Signature)

2. **Fire Department**
 Phone: 775-463-2261

Approved Denied []

Fire Inspector _____ Date: _____
 (Signature)

Fire Chief _____ Date: 9-18-19
 (Signature)

3. **Nevada Health Dept.**
 Phone: 775-687-7533

Approved [] Denied []

Inspector _____ Date: _____
 (Signature)

4. **Police Department**
 Phone: 775-463-2333

Approved Denied []

Police Chief _____ Date: 09-23-19
 (Signature)

5. **City Clerk**

Approved Denied []

City Clerk: _____ Date: 10-2-2019
 (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

ITEM

#11



Wayne Workman
Superintendent

LYON COUNTY SCHOOL DISTRICT AND
THE CITY OF YERINGTON



YERINGTON *Nevada*



Darren Wagner
Chief of Police

MEMORANDUM OF UNDERSTANDING

**LYON COUNTY SCHOOL DISTRICT AND YERINGTON POLICE DEPARTMENT
RESOURCE OFFICER PROGRAM**

July 1, 2019-June 30, ~~2021~~ 2020

MEMBERS:

**Lyon County School District
25 E. Goldfield Avenue
Yerington, NV 89447
Ph: (775) 463-6800 • Fax: (775) 463-6808
Contact: Wayne Workman, Superintendent**

And

**City of Yerington
102 South Main Street
Yerington, NV 89447
Ph: (775) 463-3511 • Fax: (775) 463-2284
Contact: Darren Wagner, Chief of Police**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to delineate roles and responsibilities of participating agencies in establishing and operating a School Resource Officers Officer (SRO) Program for the Lyon County School District (LCSD). The aim of the SRO program is to play an important role in maintaining and increasing safety at schools and in neighboring communities. This instrument serves to build mutual respect and trust between the LCSD and the Yerington Police Department (YPD) while delineating specific roles and responsibilities.

II. OVERVIEW

The LCSD and YPD have historically enjoyed partnerships built on a foundation of shared goals and objectives, which are approached in a constructive and positive manner, and achieved through open communication. While placing law enforcement officers in schools without adequate SRO training carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or

cited for minor, nonviolent behavioral violations and then diverted to the juvenile court system, we recognize that this approach wastes community resources and can lead to academic failure and greater recidivism rates for these students.

Therefore, we believe that the implementation of a SRO program will foster an environment that creatively tackles problems through mutual trust and cooperation, and may be able to achieve a number of positive outcomes including, but not limited to:

- A partnership of law enforcement, schools, and community groups to gather and analyze useful and timely information thereby creating a problem-solving approach to issues of crime and fear of crime in schools, and in accordance with applicable privacy laws.
- An increased ability of law enforcement, schools, and community groups to work together in developing innovative, systemic, long-term approaches to reducing and preventing different kinds of crime in and around schools and preventing unnecessary law enforcement involvement in non-criminal student misbehavior. Measurable outcomes may be determined by implementing strategies focused on targeted crimes, thereby improving the quality of life for those affected (students, teachers, school personnel, and parents), promoting a safer environment that is conducive for learning, and decreasing the fear of crime and violence among students, school employees, and the surrounding community.
- An increased understanding of how to effectively interact with youth through coordinated training on topics such as basic childhood and adolescent development and age-appropriate responses, disability and special education issues, conflict resolution and de-escalation techniques, bias-free policing including implicit bias and cultural competence, restorative justice techniques, and working with specific student groups, including traditionally minority and underrepresented student groups, such as students with disabilities or limited English proficiency and students who are lesbian, gay, bisexual, and transgender (LGBT).
- An increased understanding of an SRO's roles and responsibilities, including an understanding that school code of conduct violations and routine discipline of students remains the responsibility of school administrators and that law enforcement actions (such as arrest, citations, ticketing, or court referrals) are only to be used as a last resort for incidents that involve criminal behavior or when it becomes necessary to protect the safety of students, ~~faculty, and staff~~ and the public from the threat of immediate harm.
- An increased ability through coordinated training for schools and law enforcement agencies to properly train and respond to school safety threats and other emergencies.

III. DUTIES OF PARTICIPATING MEMBERS

A. Yerington Police Department

- **Action.**
 1. Provide one (1) Category I Nevada Peace Officer Standards Trained (POST) officer to be assigned to the following geographical school area:
 - Yerington

2. Provide input for program goals and objectives.

- **SRO Activities.**

1. Handles requests for calls for service in and around assigned schools.
2. Conducts comprehensive safety and security assessments.
3. Develops emergency management and incident response systems based on the National Incident Management System (NIMS) and the four phases of emergency management: mitigation/prevention, preparedness, response, and recovery.
4. Develops and implements safety plans or strategies.
5. Integrates appropriate security equipment/technology solutions, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety.
6. Responds to unauthorized persons on school property.
7. Serves as liaisons between the school and other law enforcement agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws.
8. Serves as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations).
9. Builds relationships with juvenile justice counselors to help connect youth with needed services.
10. Develops and expands crime prevention efforts for students.
11. Develops and expands community justice initiatives for students.
12. Instructs an evidenced-based approved curriculum intended to immunize age appropriate students against delinquency, youth violence and bullying.
13. **SRO will not be responsible for requests to resolve routine discipline problems involving students.**

- **Equipment.**

1. YPD will provide the following for each SRO:
 - All personal protective equipment.
 - Vehicle.

- **Maintain Records.**

1. SRO will document and provide statistical data as required.
2. SRO will be designated as a "school official" for purposes of student educational records in regards to the Family Educational Rights and Privacy Act (FERPA).

- **Financial Responsibility.**

1. Serve as an employee of YPD for the purposes of payroll, retirement and other benefits accounting and acquisition.
2. Provide continuing education to maintain POST certification.

B. Lyon County School District

- **Action.**
 1. ~~Beginning July 1, 2018, From July 1, 2019 through June 30, 2020:~~ provide funding up to not to exceed \$30,000.00 annually in one payment for one (1) Category I Nevada Peace Officer Standards Trained (POST) officer to be assigned to the following geographical school area:
 - Yerington
 2. Provide SRO reporting guidance for the assigned school(s).
 3. Provide input for program goals and objectives.
 4. Identify focused needs for the school.
- **Activities.**
 1. Approves curriculum and schedule for approved evidence-based youth program instruction taught by SRO.
 2. Provide data and information necessary for YPD to complete all reporting requirements.
- **Equipment.**
 1. Provide work space and computer access for the assigned SRO.
 2. Provide support equipment for any assigned classroom lecture and instruction.
- **Financial Responsibility.**
 1. Reimburse the City of Yerington for one (1) Category I Nevada Peace Officer Standards Trained (POST) officer for actual wages and benefits earned not to exceed \$30,000.00 annually.
 2. Reimburse City of Yerington for wages earned with all pre-approved school related assignments in excess of 84 bi-monthly hours at \$55.00 per hour.

IV. INFORMATION SHARING

Information will be shared between the LCSD and YPD in accordance with applicable member policies, the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), civil rights, and state laws.

V. SUPERVISION RESPONSIBILITY AND CHAIN OF COMMAND FOR THE SRO.

1. SRO ~~reports directly to~~ consults with the school site principal during assigned school workdays and reports directly to the assigned YPD Chief of Police ~~during non-school workdays.~~
2. SRO is jointly evaluated by the school site principal and the assigned YPD Chief of Police, quarterly for the first year, and then on an annual basis thereafter.
3. The selection of the SRO's SROs will be a joint effort between YPD and LCSD officials to ensure that the appropriate person is selected and that the program is successful.

VI. TERM

This MOU will become effective upon the approval by all parties, with a prescribed end date of June 30, 20~~19~~²¹ 20. The parties will determine continuance as needed. Either party may terminate this MOU by giving written notice of such intent to the other party at least thirty (30) days prior to such termination. Should YPD terminate this agreement early, the City of Yerington shall reimburse the LCSD all unexpended funds on a prorated basis.

VII. INDEMNIFICATION

All members to this MOU agree to indemnify and hold harmless the other parties for any damages or injuries sustained as a result of participation in this program. Any recompense for injury or personal loss shall be strictly borne by the member in whom that respective individual is employed. This MOU must comply with the provisions and processes contained in NRS 277.180. Each party agrees to indemnify the other for any damages to the other party resulting from their conduct.

VIII. SIGNATURES

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

John Garry
City of Yerington - Mayor

Date

Neal McIntyre
Lyon County School Board Trustee - President

Date

Darren Wagner
City of Yerington - Chief of Police

Date

Wayne Workman
Lyon County School District - Superintendent

Date

ITEM

#13



Sierra Computer Group

Making IT Work for Over 35 Years

City of Yerington
Server Replacement Project

October 2, 2019

The current server located at City of Yerington, (Dell PowerEdge T320, MN#FZ4MW12) was built in 2012 and purchased in 2014. The warranty for this server expired on 8/7/18.

This upgrade is required in order to retain support and to ensure compliancy and security for the production environment of Caselle. Security and compliancy are both potentially compromised with the current situation through the inability to update/patch vulnerabilities in the software.

The "Server Replacement Project" (originally dated 8/5, updated in September) was proposed to City of Yerington for the following reasons:

The current server hosts a Microsoft SQL database for the Caselle program. The version of Microsoft SQL currently running is 2008 R2. Microsoft has discontinued support on this version of Microsoft SQL on 7/9/2019. In order to be under support for Caselle 2019 (current version of Caselle), a minimum version of Microsoft SQL server 2012 is required.

In addition, the current hardware has exceeded the 5 year expected lifespan for server hardware. As this server has been out of manufacturing for five years, it no longer has a reliable supply chain and availability of genuine parts in the event of hardware failure.

The new server operating system and Microsoft SQL will fully upgrade the system to meet these requirements and is covered under a full 3 year warranty.



City of Yerington

September 18, 2019

Project Overview – Server Replacement Project

A. Overview:

City of Yerington (client), with a primary location in Yerington, NV, would like to replace their end of life server with a up to date hardware running the latest Windows Server operating system. Additionally, the client would like to leverage the flexibility offered by the Hypervisor (HV) capabilities afforded by Windows Server environments.

The goals for this project are:

1. Minimize downtime to the practice through remote configuration of server hardware.
2. Install and configure HV role to create virtual environments.
3. Secure and up-to-date hardware and software platform.
4. High availability through hardware redundancy.
5. A stable server hardware environment with a 3 to 5-year life cycle.

B. Solution:

Sierra Computer Group (SCG) will install and configure an HPE Proliant ML110 Gen 10 4U Tower Server running the latest Microsoft Windows Server 2019 with HV role at the client location. Virtual environments will be created to accommodate client's Line of Business (LOB) applications and server role requirements. The server will be deployed two weeks prior to client computer replacement to facilitate proper time for remote migration. SCG will work with LOB vendors to install and configure client Database(s) and software on the new server hardware. Once initial setup is in place, a final cutover will be performed to copy any remaining File, Database or User Data to the new server. The old server will be decommissioned and removed from the environment.

C. Scope of Work:

Phase 1 – At Sierra Computer Group

1. Receive, assemble and configure server hardware.
2. Install base operating system, firmware, management and update as necessary.
3. Install Hyper-V and enable Bitlocker drive encryption.
4. Perform server updates.
5. Install Remote Monitoring and Management (RMM) tools.

Phase 2 – On site

6. Deliver and install new server hardware onsite.
7. Reconfigure Battery Backup for new Server.
8. Connect to network, configure iLO.



Sierra Computer Group

Making IT Work for Over 35 Years

9. Move and configure VM's to new server (over single weekend).
10. Perform in place upgrade of MS SQL to 2017 version.
11. Upgrade both VM OS to current version of Windows.
12. On site following Monday for all verification and access support.
13. Reconfigure Business Continuity/Backups for new server as necessary.
14. Power down old server (to be removed with computers post replacement).

D. Deliverables:

(Provided by SCG)

Licensing:

1 each	Microsoft OLP Windows Server 2019 Standard Government License
25 each	Microsoft OLP Windows Server 2019 Government User Client Access License
1 each	Microsoft OLP SQL Server 2017 Standard Government License
16 each	Microsoft OLP SQL Server 2017 Government User Client Access License

(Provided by SCG)

Server Hardware:

1 each	HPE Proliant ML110 Gen 10 4U Tower Server with:
	1ea. Intel 4210 2.2GHz Ten-core Processor
	2ea. HPE 800 Watt Power Supply
	128ea. Gigabytes of RAM
	3ea. HPE 960GB SATA 6G Mixed Use Solid State Drives (SSD)
	1ea. Trusted Platform Module (TPM) 2.0 Security Chip
	1ea. HPE Advance iLO 3 Year
	1ea. HPE 3 Year, 4-Hour Response Same Business Day Warranty

E. Budget

The cost for the hardware and software listed above is \$11,010.00 (Standard shipping included).

The Labor listed in the scope of work will be billed Time and Materials and is estimated to be \$1,920.00. This estimate is based on a reduced project billing rate of \$120.00 per hour for 16 hours. After-hours rate of \$180.00 per hour may apply as needed based on client availability.

Total estimated project cost: \$12,930.00 (Standard shipping included) plus necessary drive time.

F. Terms

\$11,000 due upon acceptance with balance due under client's current NET 30 account.



Sierra Computer Group

Making IT Work for Over 35 Years

G. Signatures:

This agreement is valid for 30 days. By signing this document, you are verifying that you have the authorization to represent the client and agree to the terms as described above.

Sierra Computers

City of Yerington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ITEM

#14



102 South Main Street · Yerington · Nevada · 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

MEMO

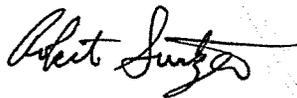
October 8, 2019

TO: Mayor and Councilmembers

RE: Ordinance to Amend Water Regulations; Ordinance No. 19-01, Bill No. 419

This agenda item is before you for two important reasons. First, the City just wrote off approximately \$14,000 in uncollected utility bills per prior Council action. Currently, the City does not require a deposit for new utility services. Customers who skip out on paying past due bills usually leave a two-month balance. A deposit applied to the unpaid balance would help to mitigate the financial loss. The deposit would only be required of new utility customers and those who have been shut off for non-payment.

Second, the City currently notifies delinquent customers by hanging a notice on the door requiring from 2 to 4 employees. That process can take a day or more. The amended ordinance would change that to an envelope notice sent via U.S. Postal Service and giving the respondents 10 calendar days to comply. If the City receives no response after 10 days, then a notice will be hung in a conspicuous place at the customer's property with a 3 business day timespan to comply before disconnection. Mailing the initial notices will free up time for public works employees to work on other projects.



AN ORDINANCE AMENDING THE YERINGTON CITY CODE TITLE 8 WATER AND SEWER; CHAPTER 2 WATER SERVICE REGULATIONS; ADDING DEPOSIT FOR SERVICE; AMENDING DISCONTINUATION AND RESTORATION OF SERVICE; AND OTHER MATTERS PROPERLY RELATING THERETO.

The City Council of the City of Yerington, Nevada do ordain as follows:

The following Chapter and Sections are hereby amended and/or added as follows:

Chapter 2 – Water Service Regulations

Section:

8-2-1	Application
8-2-18	Discontinuance of Service
8-2-19	Restoration of Service
8-2-20	Penalty

8-2-1: APPLICATION:

B. Contents: Each application for water service shall give the name of the plumber selected to introduce the water to the premises of the consumer; give the location, kind of building, the number of families occupying the building, and the entire area of ground to be supplied; and fully and truly state the purpose for which the water is to be used. The applicant will be required to provide a copy of a government-issued identification such as a current driver's license. (1973 Code § 13.08.020; amd. 2001 Code)

G. Deposit Requirements – New Service

1. Residential and Commercial: All new residential and commercial service connections shall be charged a refundable deposit as set forth in the City of Yerington Fee Schedule by resolution of the City Council.

H. Deposit Requirement when Service has been Disconnected for Non-Payment

1. Residential and Commercial: All customers who have had their service disconnected for non-payment shall be required to pay a refundable deposit set forth in the City of Yerington Fee Schedule by resolution of the City Council.

I. Refund of Deposit

1. The customer making the deposit may request a refund provided the customer has timely paid all required utility payments for twelve (12) months.
2. Upon voluntary termination of services, the City shall:
 - a. If the customer pays the entire balance owed on the account within thirty (30) calendar days of the "final" bill, return the entire deposit to the address provided by the customer; or
 - b. At the customer's request, apply the deposit against the balance on the final bill. If the final bill is less than the deposit, the remaining balance shall be forwarded to the customer at the address provided.
3. If services are terminated for non-payment, the City retains the right to apply any deposit against that account. The customer will be charged a new deposit upon seeking reconnection or a new service at another address.
4. Requests for refunds of deposit must be made in writing to City Hall. The City Clerk shall be responsible to verify whether the requirements of paragraph (1) are met. If the requirements are met, the City Clerk shall issue a refund check to the customer within thirty (30) calendar days of the written request. If the customer failed to meet the requirements for a refund, the City Clerk shall issue a letter to the customer explaining the reason for the denial.
5. In the event a customer, who made a deposit on their account, subsequently dies prior to a refund, the deposit shall first be applied against the outstanding water bill, if any. Any remaining balance shall then be refunded to the customer's next of kin as determined by a Court of competent jurisdiction or upon valid proof of next of kin.

8-2-18: DISCONTINUANCE OF SERVICE

A. Voluntary Termination of Service

1. A customer may request to have a service discontinued by delivering written notice to City Hall at least one business day before the date of requested discontinuance. Charges for water service will terminate the date the service is disconnected.
2. Emergency situations do not require this prior notice. If the reason for the emergency shut off is the lack of an appropriate shut off at the building or residence, the customer shall be required to reimburse the City for the emergency service on a time and material basis and

will be required to install, at the owner's expense, a shut off valve near the service entrance into the house per Section 8-2-4 (L) above.

3. Except in emergency situations, customers requesting discontinuance of water service must do so by signing a request for discontinuance of service, must pay their balance in full and pay a disconnection fee, the amount to be established by resolution of the City Council.

4. Customers requesting discontinuance of water service in non-emergency situations during non-regular working hours will be charged a call-out fee as established by resolution of the City Council.

B. Discontinuance due to Non-Payment

1. Policy. It is the policy of the City to discontinue utility services to a residential or business unit if monthly utility billing (including water and sewer) is not paid for two consecutive billing cycles (two months).

2. Procedure. The City shall provide the affected service location written notice, sent to the customer's billing address, informing the customer that the City intends to discontinue services and provide the date, which will be at least ten (10) calendar days from the date the City mails the notice, of its intent to terminate services. If the City does not receive a response from the customer within ten (10) calendar days, the City shall affix a second written notice in a conspicuous place at the service location where service is to be terminated. Such second notice shall be given at least three (3) business days before services are terminated.

a. Service of Initial Written Notice. The initial notice must be served upon the customer by depositing the notice with the United States Postal Service, properly addressed and postage prepaid, for delivery by first-class mail to the customer's last known mailing address. The initial notice shall be deemed completed on the date the notice is deposited with the United States Postal Service, properly addressed and postage prepaid, for delivery by first-class mail to the customer's last known mailing address.

b. Contents of Written Notices. The initial and second notice shall contain the following:

(1) The account number and address to which services are to be terminated;

(2) The date on which the termination will occur;

(3) The reason for the intended termination, including, if the intended termination is for nonpayment, a statement designating the bill as one for actual or estimated use.

and specifying the total amount owed, the period over which that amount was incurred and the minimum payment required to avoid termination;

(4) The procedures the customer may use to dispute or appeal from the intended termination, providing the address and telephone number for the City;

(5) A statement that the City will promptly investigate any complaint or dispute and provide the customer its written decision on the matter;

(6) A statement that if the customer wishes to dispute any fact or interpretation of a regulation relied upon by the City in its decision to terminate services, the customer must appeal to the City Council;

(7) A statement that services will not be terminated before a resolution of the dispute if the customer pays the questioned portion of the bill at the time the dispute arises and pays all subsequent bills;

(8) An explanation of any arrangements for payment which the utility offers to customers who have difficulty in paying their bills, including any deferred payment programs;

(9) An explanation of the restrictions on the termination when dangerous to the customer's health; and

(10) An explanation of the utility's fee schedule and procedures for reconnecting service.

3. A customer whose service has been disconnected for non-payment will be required to pay a disconnection fee. Before services will be reconnected the customer will be required to pay any remaining balance on the account, pay a reconnection fee, pay a new deposit, and/or sign a contract for a deferred payment plan.

4. The City retains the right to require any customer who has failed to make timely payments on their services, or who have had their water turned off due to non-payment, to pay a deposit as a condition precedent for water and sewer services being reauthorized.

5. Bills for water service are due and payable on or before the 15th of each month and become delinquent on the 25th day of each month. Delinquent accounts will be charged one and one half percent (1.5%) interest on the outstanding account balance.

C. The City may involuntarily terminate service to any customer with prior written notice for:

1. Non-payment of delinquent bill for water services provided;

2. Failure to make a security deposit for water service or an installment payment on a delinquent bill;

3. Negligent or wasteful use of water on the premises of the customer;

a. The City may terminate service for wasting water where the water from a customer's premises is flowing into, under, upon or over any public street, avenue, alley, sidewalk or highway, or so excessively upon the customer's own premises as to constitute a waste of water in the determination of the appropriate City personnel or the Yerington Police Department.

b. The City may charge the customer a civil penalty for wasting water or violating the City's seasonal watering restrictions as identified in Section 8 -2-19.

c. The City may terminate water service for violation of the City's seasonal watering restrictions.

4. Violation of any rules contained in this Code.

D. The City may involuntarily terminate service to any customer without prior written notice for the following:

1. If an unsafe or hazardous condition related to water service is found to exist on the customer's premises,

2. If the use of water service by any apparatus, appliances, equipment or otherwise on the customer's premises is found to be detrimental or damaging to the facilities or services of the City, or to other customers;

3. Upon the order of any court;

4. If the acts of the customer or the conditions upon the customer's premises are such as to indicate to the City that the customer intends to defraud it;

5. If the City has discovered that a customer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, or has stolen water service by means of opening a valve or meter that was closed for non-payment or failure to open an account.

a. The City will not restore service to such customer until that customer has complied with the rules and reasonable requirements of the City and the City has been reimbursed for the full amount of the service rendered and the actual cost to the City incurred by reason of the fraudulent use.

b. The illegal taking of services without paying for them is a misdemeanor.

5. If the City has tried diligently to meet the requirements for notice in Section 8-2-18(B) above, but has not been able to give such notice;
6. If an event occurs which could not have been reasonably anticipated or controlled and which requires the termination of service;
7. If the location where service is provided has been abandoned; or
8. If the customer is providing services to another location.

8-2-19 RESTORATION OF SERVICE

- A. Reconnection Fees. Where service has been terminated for any reason, the City shall charge a reconnection fee, the amount of which shall be set by the City Council by resolution, which must be paid prior to reconnection to water service.
- B. If the customer requests connection of service after regular working hours of the Water Department, the customer shall pay a fee, set by the City Council by resolution, to cover costs of overtime and equipment usage.
- C. Water service shall not be re-established until all delinquent bills plus interest at the rate of one and one half percent (1.5%) per month and the reconnection fee set by resolution of the City Council and any legal fees are paid in full or the customer has signed a deferred payment plan agreement.
- D. The City shall not issue "Will Serve" letters for new service to any individual, person, company, contractor or corporation with any delinquent water bills.

8-2-20: PENALTY:

Any person who willfully and knowingly violates any provision of this chapter is guilty of a misdemeanor and shall be punished as provided in section 1-4-1 of this code. Each day on which a violation occurs constitutes a separate offense. (1973 Code § 13.08.130; amd. 2001 Code)

PROPOSED on the ____ day of _____, 2019

PROPOSED BY:

PASSED on the _____ day of _____, 2019

AYES:

NAYS:

ABSENT:

John Garry
Mayor of the City of Yerington

ATTEST:

Sheema Shaw
City Clerk

ITEM

#15



HEADQUARTERS NEVADA WING
CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
P.O. BOX 339
SPARKS NV 89432-0339



9 September 2019

Colonel Deborah Pierce, CAP
Nevada Wing
Civil Air Patrol

Mr. Jay Flakus, Public Works Director
City of Yerington
215 Trowbridge Road
Yerington, NV 89447

Dear Director Flakus:

This letter is regarding the two hangars at the Yerington Airport that were used by our now-defunct Lyon County Composite Squadron, NV-060. The hangars and two trailer spaces were graciously provided to Civil Air Patrol through a ten-year lease by the City of Yerington which is set to expire in 2020.

As you know, the trailers at the Airport used by the squadron have been destroyed as they were in extreme disrepair. We asked to keep the hangars as we believed at the time that they might be used in the event of our contracting for aircraft maintenance activities at the Airport. We have determined since that this is unlikely and do not wish to deprive other aircraft owners of the possibility of hangar space at the Airport.

Therefore, we hereby end our agreement with the City of Yerington for the two hangar spaces at the Yerington Airport. We would like to thank you and the City of Yerington for your graciousness and hospitality. Any questions may be directed to me for resolution.

Sincerely,

A handwritten signature in cursive script that reads "Deborah A. Pierce".

Deborah A. Pierce, Col, CAP
Nevada Wing Commander

HANGAR LEASE

BETWEEN

THE CITY OF YERINGTON

AND

**LYON COUNTY COMPOSITE SQUADRON
CIVIL AIR PATROL**

1. PARTIES

City of Yerington, a political subdivision of the State of Nevada, and

The Lyon County Composite Squadron, Civil Air Patrol, P.O. Box 50, Yerington Nevada, of Hangar No. 315 mutually agree and promise as follows:

2. PURPOSE

The purpose of this Lease is to lease a parcel of land of real property located at the Yerington City Airport (the "Airport"), shown in description attached (Hangar). The Airport, owned by the City of Yerington, is a public airport located in Yerington, Nevada, as shown on the airport layout plan, which is on file in the City Hall. The City is acting solely in its proprietary capacity as the Lessor and not in any governmental capacity unless so stated. The City representative for purposes of this lease is the City Manager.

3. LEASED PREMISES

In consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants of this agreement, City leases to Tenant, and Tenant leases from City, subject to all easements and encumbrances of record, the parcel of real property described herewith, ("Premises").

All airport leases are intended to run from July 1 of each year and ending June 30. A lease entered into by both parties hereto will be adjusted to the dates above. i.e 10 years, plus that portion of the preceding year as established by the date of final approval of the City Council.

4. **TERM**

This lease is for a term of Ten (10) years. The effective date or commencement date of this lease is July 1, 2010.

5. **OPTION TO RENEW**

Tenant shall have the option to renew this lease for a period of Ten (10) years upon expiration of the initial term provided that all terms, covenants and conditions of the initial lease term have been met and fulfilled. All provisions of this lease will carry over with the exception of the rent amount. Other changes, which are mutually agreed to by both parties, may be made. Written notice of Tenant's intention to renew this lease must be given to City in writing at least 180 calendar days prior to the expiration of the lease proposed for renewal. The City will notify Tenant at least Thirty (30) days before expiration as a courtesy not a requisite.

6. **RENT**

City Hereby waives rental fees to Tenant as the Tenant is a public service entity. The waiver is not transferable.

7. **ADDITIONAL PAYMENT PROVISIONS**

A. Late Payments. If the Tenant fails to pay to City any amount payable under this lease within 30 days after the amount is due, Tenant shall pay to City a late charge of \$50.00 per occurrence, plus interest on all unpaid amounts at a rate of 1 and ½% per month, or part of a month from the date the payment was due and payable until paid in full. The \$50.00 charge and interest will be assessed per each delinquency

B. Place of Payment. All rents and fees must be made payable to the City of Yerington and mailed by first class mail, postage prepaid, or personally delivered to the City of Yerington, 102 So. Main St., Yerington, NV 89447, or such other place as the City may direct.

8. **MAINTENANCE, REPAIR AND STORAGE**

This lease is not for unimproved land. The premises shall not be used for any purpose other than occupancy of a hangar for aircraft purposes.

Further, Tenant shall at all times keep the leased site in a clean, debris free condition. No junk vehicles, unused trailers or other items shall be kept upon said site. It is the intent of the parties to this lease, that the site be in an aesthetic condition consistent with the use by the Tenant. Operable, but unlicensed vehicles that are necessary as a part of the tenant's aviation related commercial enterprise (such as fuel trucks, golf carts, water tenders, tugs, etc.) might be permitted with the written consent of the City Manager.

9. USE OF PREMISES

All uses of the premises must comply with the Airport minimum standards for development for fixed base operators and airport tenants.

Tenant, as well as Tenant's assignees and subleasees, agents, employees, and customers, shall have non-exclusive rights of access to and use of all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas, reasonable access from the premises.

10. UTILITIES

Tenant shall pay, on Tenant's own account, for all utilities used or consumed on the premises, including but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and telephone services, as may be applicable or available.

11. WASTE, QUIET CONDUCT, HAZARDOUS SUBSTANCES AND PROPERTY INSPECTION

Tenant shall not commit, or suffer to be committed, any waste on the premises or any nuisance or other act or thing, which may disturb the quiet enjoyment of the use of the Airport or surrounding property. Tenant shall provide, as necessary, a separate drainage, collection or separation system to ensure that no untreated liquid waste from any type of operation be discharged directly into the Airport drainage or sanitary system, including aircraft cleaning and oil change operations. Tenant shall not permit any activity on the premises which directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet

blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

- A. Hazardous Substances. The term "Hazardous Materials" means any toxic substance, hazardous substance, regulated substance and hazardous or radioactive material, as defined by Federal or State Agency.

The City and Tenant agree the indemnification provision of this section will survive termination of this Lease.

- B. Condition of the Premises The premises are conveyed in an "as is" physical condition with no warranty, expressed or implied, on the part of City as to the condition of the existing improvements, the condition of the soil or the geology of the soil. It is the sole responsibility of Tenant, at its sole cost and expense; to investigate and determine the suitability of the soil, geology, environmental and seismic conditions of the premises for Tenant's intended development. The Tenant is not liable for any preexisting hazardous materials on the premises and has no obligation to remediate the site of preexisting hazardous materials. However, Tenant's execution of the lease should constitute its acknowledgement that no hazardous conditions, materials or substances existed on the premises at the time of the execution of this lease.

12. STORMWATER RUNOFF

The Federal Clean Water Act provides that the discharge of pollutants to waters of the United States from any industrial or commercial properties must be in compliance with a National Pollutant Discharge Elimination Permit (NPDEP). Under this Act airports are considered "industrial activities". Therefore, the Yerington Airport and all tenants located thereon are required to be in compliance under the Act and the regulations promogated by the Nevada Department of Environmental Protection as it may be amended from time to time. A copy of said Act is on file at City Hall and will be available for inspection by Tenant during normal business hours.

13. RULES AND REGULATIONS

Tenant agrees to observe and obey all policies, rules, and regulations promulgated and enforced by City and any other appropriate authority having jurisdiction over the Airport and the premises described in this Lease, during the term of this Lease.

14. SECURITY

The City Manager has no obligation to provide security to the premises. The Tenant may, at Tenant's own expense, employ security persons, install security lighting, or maintain alarm services. If Tenant elects to install any outdoor lighting, Tenant must request permission from the City Manager prior to installation. If at any time during the term of this Lease, additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over Airport, Tenant agrees to comply with the security requirements, at Tenant's sole expense upon being notified of the requirements in writing by the City Manager. If the City is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's sub-tenants, Tenant shall immediately reimburse the City on written demand.

15. HOLD HARMLESS AND INDEMNIFICATION

Tenant shall indemnify, defend, save, protect, and hold harmless City, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorney's fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Tenant's performance of its operations, the acts, errors or omissions of Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant or any sub-tenant, their agents, contractors, guests, or employees, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the City, its officers or employees, and if required by the City, will defend any actions at the sole cost and expense of the Tenant.

16. INSURANCE

Tenant must procure and maintain, at its own cost and expense, at all times during the term of this Lease, the following policies issued by insurance companies authorized to do business in Nevada, with a financial rating of at least an A+ status as rated in the most recent edition of Best's Insurance Reports. Tenant shall obtain and maintain liability insurance in the amount of One Million Dollars (\$1,000,000).

A. Form of Policies. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to the City Manager. Evidence of all insurance required must be provided by Tenant by filing with the Manager a copy of the policy and policies, together with a duly executed **original** certificate of insurance to

the effect that the insurance required by this Lease is extended. All certificates of insurance must specifically state that City of Yerington, its officers, agents, and employees are named as additional insured under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the City Manager no fewer than 30 days in advance of the effective date.

- B. Notice. Tenant must give the City Manager prompt and timely notice of any claim made or suit instituted it is aware of, that in any way directly, contingently, or otherwise affects or might affect either, and both have the right to participate in the defense of the claim to the extent of its own interest.

17. TAXES

Tenant agrees to pay before delinquency all tax assessments, license fees, and other charges which are levied and assessed upon Tenant's interest in the premises, or upon Tenant's personal property installed or located in or on the premises by the City, County or other legally authorized governmental authority.

18. INSPECTION, ACCESS AND NOTICE

The City Manager and any of its agents, at any time after reasonable notice to Tenant, have the right to go on and inspect the premises and any improvements.

19. ASSIGNMENT, SUBLETTING, SALE AND ENCUMBRANCE

Tenant may sublease, but may not sell, voluntarily assign, or encumber its interest in the Lease, in the leased premises, or allow any other person or entity (except Tenant's subtenants and authorized representatives) to occupy or use all or any part of the premises, without first obtaining City's consent. Notice must be given to the City at least 60 days prior to any requested assignment. Any assignment, encumbrance or sale by Tenant is voidable and, at the City Manager's election, constitutes default of the Lease. The parties each agree that Tenant's request to the City for consent to any proposed assignment, sale or other transfer, must include the following information and documents:

1. The name of the proposed assignee, buyer, or other transferee
2. The nature of the proposed assignee's, or other transferee's business to be carried on the premises

3. Each of the terms and provisions of the proposed assignment, sale, or other transfer, including without limitation, the full consideration for the sale, assignment, or transfer.

Upon approval of any such assignment, Tenant shall be relieved of any and all responsibility of this lease.

20. SURRENDER OF POSSESSION

On expiration or after termination or cancellation of this Lease, unless a new agreement stating otherwise is executed, Tenant must surrender the premises to the City and remove all personal property. If Tenant fails to remove its personal property at the City Manager's request from the premises on expiration or after termination or cancellation of the Lease, the property may be removed by the City at Tenant's expense, and Tenant must reimburse City immediately upon Tenant's receipt of City's written request for the reimbursement.

If Tenant fails to surrender the premise to the City on expiration or after termination or cancellation of the Lease as required by this section, Tenant shall defend, indemnify, and hold City harmless from all claims, liability, costs, and damages resulting therefrom.

21. DEFAULT

The occurrence of any of the following is default by Tenant:

- A. Failure to pay rent when due, if the failure continues for 30 days after written notice has been given to Tenant.
- B. Failure to undertake maintenance requested by the Manager, if the failure continues for 90 days after notice has been given to Tenant, unless a serious safety matter exists, in which case Tenant shall have 10 days from receipt of the notice to cure the default.
- C. Insolvency, and adjudication of Tenant as bankrupt, or the loss of possession of the premises, or any portion, by virtue of attachment, execution of receivership, if the bankruptcy proceedings are not terminated in Tenant's favor.
- D. Assignment for the benefit of creditors.

E. Failure to comply with any of the provisions of section 24. Non-Discrimination, after receiving written notice and failure to cure.

F. Any act, condition, event, or failure of performance constituting a default under any other provision in this Lease.

22. CITY'S REMEDIES

The City has the following remedies if Tenant commits default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law or equity.

A. The City Manager may terminate this lease and Tenant's right to possession of the premises. No act by the City Manager, other than giving notice to Tenant as required by the City Council, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises or the appointment of a receiver on the City Manager's initiative to protect City's interest under this Lease do not constitute a termination of Tenant's right to possession.

B. The City Manager, at any time after Tenant commits default, may cure the default at Tenant's cost. If City, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City is due from Tenant to City immediately upon notice given by the City Manager to Tenant. If the Tenant pays at a later date, the sum will bear interest at a rate of 10% per annum from the date the sum is paid by City until City is completely reimbursed by Tenant. The sum, together with interest on it, is additional rent.

23. DESTRUCTION

If the improvements erected on the premises are damaged or destroyed as a result of any uninsurable cause or risk at the time of destruction, or any cause or risk for which insurance coverage is not available at commercially reasonable rates and terms in the amount of at least 25% of the replacement cost of construction, Tenant has the option to either terminate this Lease or to replace and rebuild the improvements and structures so they are in substantially the same condition as they were in immediately before damage or destruction.

24. NON-DISCRIMINATION

The Tenant agrees that the following federal requirements apply to the Tenant's use of the Premises.

- A. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in the lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant must maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended. A copy of said Act is on file at City Hall and will be available for inspection by Tenant during normal business hours.

25. GENERAL PROVISIONS

- A. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the airport.
- B. This is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Yerington Airport.
- C. Tenant agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
- D. The Tenant, by accepting this, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises higher than 35 feet from the ground level. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

- E. The Tenant, successors and assigns, by accepting this lease, agrees they will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Yerington Airport or otherwise constitutes a hazard. In the event this covenant is breached; the City reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.
- F. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 139A).
- G. Tenants intended use of the premises is to hangar aircraft and to sublease hangar space. Tenant reserves the right to change the use to include commercial provided that they execute any reasonable lease amendments required by the city for commercial use.
- H. Notwithstanding any other terms of this Lease, it is agreed that all present buildings and other improvements upon the premises are and shall remain personal property of the Lessee, and not real property affixed to the land. Anything to the contrary notwithstanding, Lessor shall have the option of purchasing any building and improvements sixty (60) days prior to the termination of this Lease at their appraised value. If Lessor does not elect to purchase the same, then Lessee shall have the right to remove any building and other improvements from the premises, which said buildings must be removed at the date of Lease termination or the Lessee must remove said buildings within sixty (60) days after the Lease termination and pay to the Lessor daily rent in the amount of THREE AND NO/100 (\$3.00) DOLLARS per day. In the event the Lessee fails to so remove such buildings within such sixty (60)-day period, any buildings and other improvements shall be deemed abandoned and shall become the property of Lessor. In the event of a Lease termination wherein the said buildings or improvements are abandoned, destroyed or left in such a condition as to render their value questionable in the opinion of Lessor, Lessor may remove the buildings or improvements at the expense of Lessee. If the Lease is terminated by the Lessor before the full term or any extension thereof, Lessee shall have one hundred eighty (180) days in which to remove any building and other improvements. If the Lease is terminated by the Lessee before the full term or any extension thereof, Lessee shall have sixty (60) days in which to remove any building or improvement.

26. OPERATION OF AIRPORT BY CITY STAFF

- A. Aviation Hazards. The City Manager reserves the right to take any action he considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the premises which, in the opinion of the City Manager or Federal Aviation Administration, would limit the usefulness of the airport or constitute a hazard to aircraft.
- B. Navigational Aids. The City Manager reserves the right, during the term of this Lease, any renewal, or any extension to install air navigational aids including lighting, in, on, over, under, and across the premises, at the City's expense, in the exercise of any rights. The Manager agrees to give Tenant no less than 90 days written notice of its intention to install the air navigational aids.

27. FINANCING OF LEASEHOLD ESTATE

The Tenant shall have the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument. Tenant has the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument, as security for a loan. These rights are granted provided that:

- A. The mortgage and all rights acquired under it are subject to all of the covenants, conditions, and restrictions contained in this Lease and to all rights and interests of City.
- B. Tenant gives the City Manager written notice of any mortgage, and the address to send any notices required by this section.
- C. City will not exercise its remedies under section 23 Default, and Section 24, City's Remedies of this Lease unless:
 - 1. City sends a written notice of default to both Tenant and mortgagee stating the nature and extent of the default, and
 - 2. Within 60 days after service of the notice of default, the mortgagee failed to do either of the following:
 - (i) Cure the default if it can be cured by the payment of money, or
 - (ii) If the mortgagee does not elect to cure the default by the payment of money, the mortgagee commences foreclosure

proceedings, and in the Manager's opinion, diligently prosecutes the foreclosure proceedings to conclusion.

28. NOTICE

All notices given under this Lease may be served by enclosing the notice in a sealed envelope addressed to the party and deposited with the United States Post Office as certified mail with postage prepaid. The notice is effective 3 days from the date of the mailing. Unless otherwise provided in writing by the parties, the address of the City Manager and the proper party to receive any notices on its behalf is:

City Manager
City Hall
102 So. Main Street
Yerington, Nevada 89447

And the mailing address of the Tenant is

29. INVALID PROVISIONS

It is expressly understood and agreed by the parties that if any covenant, condition, or provision of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity does not invalidate any other covenant, condition, or provision of the Lease, provided that the invalidity of any covenant, condition, or provision does not materially prejudice either the director or Tenant in their respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

30. MECHANIC'S AND MATERIALMAN'S LIENS

Neither Tenant nor the director shall permit any mechanic's, materialman's, or other lien against the premises or the property of which the premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any lien is filed against the premises or property of which the premises forms a part, the party charged with causing the lien will

cause the same to be discharged. Either party may contest any lien, so long as its enforcement is stayed.

31. WAIVER

The waiver by the director of performance by Tenant of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

32. WRITTEN AGREEMENT

Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. Only a writing signed by both parties may modify this Lease. The headings of the paragraphs are for convenience only and are not a part of this Lease; nor shall they be considered in construing the intent of this Lease.

33. CONSENTS

Whenever consent is required, it shall not be unreasonably withheld.

34. TIME

Time is of the essence of each and every provision of this Lease.

35. BINDING ON SUCCESSORS

The covenants and conditions contained in this agreement, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties.

36. ALTERATIONS AND ADDITIONS

Following completion of the required improvements and facilities, Tenant must not make any material alterations to, erect any additional structures, or make any material improvements on the premises without prior written consent of the City Manager, which consent shall not be unreasonably withheld. Any alteration or addition approved by the City Manager shall be constructed at the sole expense of Tenant. Upon approval by the City Manager of any alteration or addition, the City Manager must notify Tenant whether the alterations made must remain on and be surrendered with the premises on expiration or termination of the term.

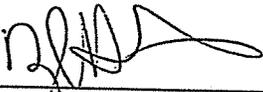
37. APPEAL

If a Tenant desires to appeal a decision made by the City Manager in conjunction with this Lease, a written appeal must be given to the City Council within 15 days of the decision. The City Council will respond within 30 days, and failure to respond will constitute an approval of the appeal.

38. SIGNATURES

CITY OF YERINGTON

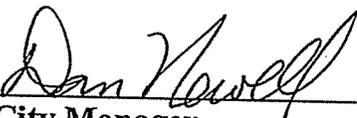
TENANT:

By: 

Mayor

By: 

**Recommended for Approval and
Approved as to Content:**

By: 

City Manager

Date: 7-26-10

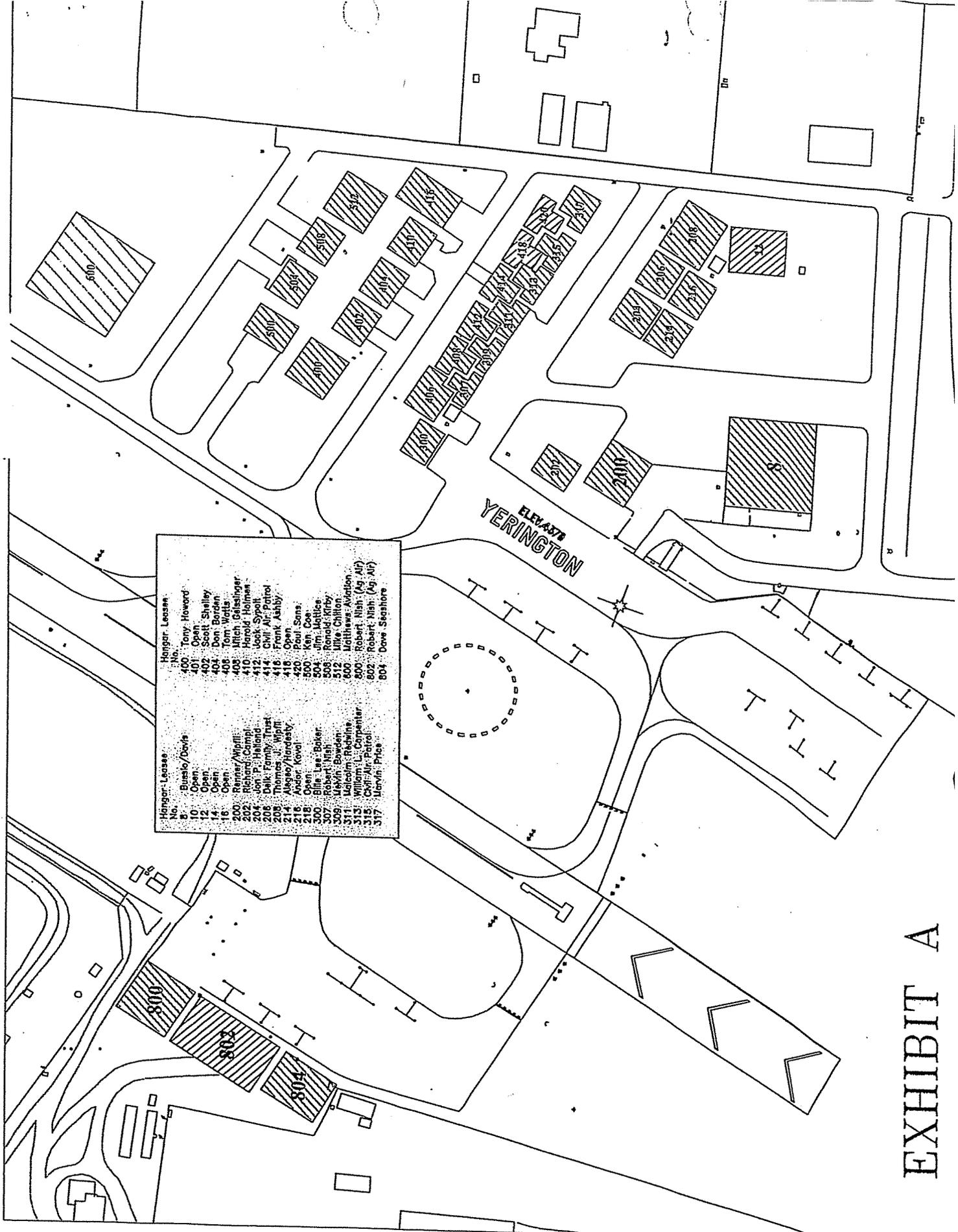
Approved as to Form:

By: 

City Attorney

ATTEST: City Clerk

By: _____



Hangar, Lessee		Hangar, Lessee	
No.	No.	No.	No.
8	Buesio/Davis	400	Tony Howard
10	Open	401	Open
12	Open	402	Scott Shelley
14	Open	404	Don Borden
16	Open	406	Tom Watts
200	Renner/Wipfll	408	Mitch Gelsinger
202	Richard/Camp	410	Harold Holmes
204	Jon P. Holland	412	Joek Syppit
206	Dek Family Trust	414	Civil Air Patrol
208	Thomas J. Wipfll	416	Frank Ashby
214	Alecco/Hardisty	420	Open
216	Andor Koval	500	Ken Coe
218	Open	504	Jimi Mattice
300	Bill Lee Baker	508	Ronald Kirby
302	Robert Nish	512	Mike Chilton
306	Levin Bayden	600	Matthews Aviation
311	Malcolm Robins	800	Robert Nish (Ag Air)
313	William L. Carpenter	802	Robert Nish (Ag Air)
315	Civil Air Patrol	803	Dave Seashore
317	Marvin Price		

EXHIBIT A



HEADQUARTERS NEVADA WING
CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
P.O. BOX 339
SPARKS NV 89432-0339



9 September 2019

Colonel Deborah Pierce, CAP
Nevada Wing
Civil Air Patrol

Mr. Jay Flakus, Public Works Director
City of Yerington
215 Trowbridge Road
Yerington, NV 89447

Dear Director Flakus:

This letter is regarding the two hangars at the Yerington Airport that were used by our now-defunct Lyon County Composite Squadron, NV-060. The hangars and two trailer spaces were graciously provided to Civil Air Patrol through a ten-year lease by the City of Yerington which is set to expire in 2020.

As you know, the trailers at the Airport used by the squadron have been destroyed as they were in extreme disrepair. We asked to keep the hangars as we believed at the time that they might be used in the event of our contracting for aircraft maintenance activities at the Airport. We have determined since that this is unlikely and do not wish to deprive other aircraft owners of the possibility of hangar space at the Airport.

Therefore, we hereby end our agreement with the City of Yerington for the two hangar spaces at the Yerington Airport. We would like to thank you and the City of Yerington for your graciousness and hospitality. Any questions may be directed to me for resolution.

Sincerely,

A handwritten signature in cursive script that reads "Deborah A. Pierce".

Deborah A. Pierce, Col, CAP
Nevada Wing Commander

HANGAR LEASE

BETWEEN

THE CITY OF YERINGTON

AND

**LYON COUNTY COMPOSITE SQUADRON
CIVIL AIR PATROL**

1. PARTIES

City of Yerington, a political subdivision of the State of Nevada, and

The Lyon County Composite Squadron, Civil Air Patrol, P.O. Box 50,
Yerington Nevada, of Hangar No. 414 mutually agree and promise as follows:

2. PURPOSE

The purpose of this Lease is to lease a parcel of land of real property located at the Yerington City Airport (the "Airport"), shown in description attached (Hangar). The Airport, owned by the City of Yerington, is a public airport located in Yerington, Nevada, as shown on the airport layout plan, which is on file in the City Hall. The City is acting solely in its proprietary capacity as the Lessor and not in any governmental capacity unless so stated. The City representative for purposes of this lease is the City Manager.

3. LEASED PREMISES

In consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants of this agreement, City leases to Tenant, and Tenant leases from City, subject to all easements and encumbrances of record, the parcel of real property described herewith, ("Premises").

All airport leases are intended to run from July 1 of each year and ending June 30. A lease entered into by both parties hereto will be adjusted to the dates above. i.e 10 years, plus that portion of the preceding year as established by the date of final approval of the City Council.

4. **TERM**

This lease is for a term of Ten (10) years. The effective date or commencement date of this lease is July 1, 2010.

5. **OPTION TO RENEW**

Tenant shall have the option to renew this lease for a period of Ten (10) years upon expiration of the initial term provided that all terms, covenants and conditions of the initial lease term have been met and fulfilled. All provisions of this lease will carry over with the exception of the rent amount. Other changes, which are mutually agreed to by both parties, may be made. Written notice of Tenant's intention to renew this lease must be given to City in writing at least 180 calendar days prior to the expiration of the lease proposed for renewal. The City will notify Tenant at least Thirty (30) days before expiration as a courtesy not a requisite.

6. **RENT**

City Hereby waives rental fees to Tenant as the Tenant is a public service entity. The waiver is not transferable.

7. **ADDITIONAL PAYMENT PROVISIONS**

A. Late Payments. If the Tenant fails to pay to City any amount payable under this lease within 30 days after the amount is due, Tenant shall pay to City a late charge of \$50.00 per occurrence, plus interest on all unpaid amounts at a rate of 1 and ½% per month, or part of a month from the date the payment was due and payable until paid in full. The \$50.00 charge and interest will be assessed per each delinquency

B. Place of Payment. All rents and fees must be made payable to the City of Yerington and mailed by first class mail, postage prepaid, or personally delivered to the City of Yerington, 102 So. Main St., Yerington, NV 89447, or such other place as the City may direct.

8. **MAINTENANCE, REPAIR AND STORAGE**

This lease is not for unimproved land. The premises shall not be used for any purpose other than occupancy of a hangar for aircraft purposes.

Further, Tenant shall at all times keep the leased site in a clean, debris free condition. No junk vehicles, unused trailers or other items shall be kept upon said site. It is the intent of the parties to this lease, that the site be in an aesthetic condition consistent with the use by the Tenant. Operable, but unlicensed vehicles that are necessary as a part of the tenant's aviation related commercial enterprise (such as fuel trucks, golf carts, water tenders, tugs, etc.) might be permitted with the written consent of the City Manager.

9. USE OF PREMISES

All uses of the premises must comply with the Airport minimum standards for development for fixed base operators and airport tenants.

Tenant, as well as Tenant's assignees and subleasees, agents, employees, and customers, shall have non-exclusive rights of access to and use of all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas, reasonable access from the premises.

10. UTILITIES

Tenant shall pay, on Tenant's own account, for all utilities used or consumed on the premises, including but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and telephone services, as may be applicable or available.

11. WASTE, QUIET CONDUCT, HAZARDOUS SUBSTANCES AND PROPERTY INSPECTION

Tenant shall not commit, or suffer to be committed, any waste on the premises or any nuisance or other act or thing, which may disturb the quiet enjoyment of the use of the Airport or surrounding property. Tenant shall provide, as necessary, a separate drainage, collection or separation system to ensure that no untreated liquid waste from any type of operation be discharged directly into the Airport drainage or sanitary system, including aircraft cleaning and oil change operations. Tenant shall not permit any activity on the premises which directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet

blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

- A. Hazardous Substances. The term “**Hazardous Materials**” means any toxic substance, hazardous substance, regulated substance and hazardous or radioactive material, as defined by Federal or State Agency.

The City and Tenant agree the indemnification provision of this section will survive termination of this Lease.

- B. Condition of the Premises The premises are conveyed in an “as is” physical condition with no warranty, expressed or implied, on the part of City as to the condition of the existing improvements, the condition of the soil or the geology of the soil. It is the sole responsibility of Tenant, at its sole cost and expense; to investigate and determine the suitability of the soil, geology, environmental and seismic conditions of the premises for Tenant’s intended development. The Tenant is not liable for any preexisting hazardous materials on the premises and has no obligation to remediate the site of preexisting hazardous materials. However, Tenant’s execution of the lease should constitute its acknowledgement that no hazardous conditions, materials or substances existed on the premises at the time of the execution of this lease.

12. STORMWATER RUNOFF

The Federal Clean Water Act provides that the discharge of pollutants to waters of the United States from any industrial or commercial properties must be in compliance with a National Pollutant Discharge Elimination Permit (NPDEP). Under this Act airports are considered “industrial activities”. Therefore, the Yerington Airport and all tenants located thereon are required to be in compliance under the Act and the regulations promogated by the Nevada Department of Environmental Protection as it may be amended from time to time. A copy of said Act is on file at City Hall and will be available for inspection by Tenant during normal business hours.

13. RULES AND REGULATIONS

Tenant agrees to observe and obey all policies, rules, and regulations promulgated and enforced by City and any other appropriate authority having jurisdiction over the Airport and the premises described in this Lease, during the term of this Lease.

14. SECURITY

The City Manager has no obligation to provide security to the premises. The Tenant may, at Tenant's own expense, employ security persons, install security lighting, or maintain alarm services. If Tenant elects to install any outdoor lighting, Tenant must request permission from the City Manager prior to installation. If at any time during the term of this Lease, additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over Airport, Tenant agrees to comply with the security requirements, at Tenant's sole expense upon being notified of the requirements in writing by the City Manager. If the City is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's sub-tenants, Tenant shall immediately reimburse the City on written demand.

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Tenant shall indemnify, defend, save, protect, and hold harmless City, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorney's fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Tenant's performance of its operations, the acts, errors or omissions of Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant or any sub-tenant, their agents, contractors, guests, or employees, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the City, its officers or employees, and if required by the City, will defend any actions at the sole cost and expense of the Tenant.

16. INSURANCE

Tenant must procure and maintain, at its own cost and expense, at all times during the term of this Lease, the following policies issued by insurance companies authorized to do business in Nevada, with a financial rating of at least an A+ status as rated in the most recent edition of Best's Insurance Reports. Tenant shall obtain and maintain liability insurance in the amount of One Million Dollars (\$1,000,000).

A. Form of Policies. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to the City Manager. Evidence of all insurance required must be provided by Tenant by filing with the Manager a copy of the policy and policies, together with a duly executed **original** certificate of insurance to

the effect that the insurance required by this Lease is extended. All certificates of insurance must specifically state that City of Yerington, its officers, agents, and employees are named as additional insured under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the City Manager no fewer than 30 days in advance of the effective date.

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The City Manager and any of its agents, at any time after reasonable notice to Tenant, have the right to go on and inspect the premises and any improvements.

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1. The name of the proposed assignee, buyer, or other transferee
2. The nature of the proposed assignee's, or other transferee's business to be carried on the premises

3. Each of the terms and provisions of the proposed assignment, sale, or other transfer, including without limitation, the full consideration for the sale, assignment, or transfer.

Upon approval of any such assignment, Tenant shall be relieved of any and all responsibility of this lease.

20. SURRENDER OF POSSESSION

On expiration or after termination or cancellation of this Lease, unless a new agreement stating otherwise is executed, Tenant must surrender the premises to the City and remove all personal property. If Tenant fails to remove its personal property at the City Manager's request from the premises on expiration or after termination or cancellation of the Lease, the property may be removed by the City at Tenant's expense, and Tenant must reimburse City immediately upon Tenant's receipt of City's written request for the reimbursement.

If Tenant fails to surrender the premise to the City on expiration or after termination or cancellation of the Lease as required by this section, Tenant shall defend, indemnify, and hold City harmless from all claims, liability, costs, and damages resulting therefrom.

21. DEFAULT

The occurrence of any of the following is default by Tenant:

- A. Failure to pay rent when due, if the failure continues for 30 days after written notice has been given to Tenant.
- B. Failure to undertake maintenance requested by the Manager, if the failure continues for 90 days after notice has been given to Tenant, unless a serious safety matter exists, in which case Tenant shall have 10 days from receipt of the notice to cure the default.
- C. Insolvency, and adjudication of Tenant as bankrupt, or the loss of possession of the premises, or any portion, by virtue of attachment, execution of receivership, if the bankruptcy proceedings are not terminated in Tenant's favor.
- D. Assignment for the benefit of creditors.

- E. Failure to comply with any of the provisions of section 24. Non-Discrimination, after receiving written notice and failure to cure.
- F. Any act, condition, event, or failure of performance constituting a default under any other provision in this Lease.

22. CITY'S REMEDIES

The City has the following remedies if Tenant commits default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law or equity.

- A. The City Manager may terminate this lease and Tenant's right to possession of the premises. No act by the City Manager, other than giving notice to Tenant as required by the City Council, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises or the appointment of a receiver on the City Manager's initiative to protect City's interest under this Lease do not constitute a termination of Tenant's right to possession.
- B. The City Manager, at any time after Tenant commits default, may cure the default at Tenant's cost. If City, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City is due from Tenant to City immediately upon notice given by the City Manager to Tenant. If the Tenant pays at a later date, the sum will bear interest at a rate of 10% per annum from the date the sum is paid by City until City is completely reimbursed by Tenant. The sum, together with interest on it, is additional rent.

23. DESTRUCTION

If the improvements erected on the premises are damaged or destroyed as a result of any uninsurable cause or risk at the time of destruction, or any cause or risk for which insurance coverage is not available at commercially reasonable rates and terms in the amount of at least 25% of the replacement cost of construction, Tenant has the option to either terminate this Lease or to replace and rebuild the improvements and structures so they are in substantially the same condition as they were in immediately before damage or destruction.

24. NON-DISCRIMINATION

The Tenant agrees that the following federal requirements apply to the Tenant's use of the Premises.

- A. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in the lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant must maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended. A copy of said Act is on file at City Hall and will be available for inspection by Tenant during normal business hours.

25. GENERAL PROVISIONS

- A. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the airport.
- B. This is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Yerington Airport.
- C. Tenant agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
- D. The Tenant, by accepting this, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises higher than 35 feet from the ground level. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

- E. The Tenant, successors and assigns, by accepting this lease, agrees they will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Yerington Airport or otherwise constitutes a hazard. In the event this covenant is breached; the City reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.
- F. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 139A).
- G. Tenants intended use of the premises is to hangar aircraft and to sublease hangar space. Tenant reserves the right to change the use to include commercial provided that they execute any reasonable lease amendments required by the city for commercial use.
- H. Notwithstanding any other terms of this Lease, it is agreed that all present buildings and other improvements upon the premises are and shall remain personal property of the Lessee, and not real property affixed to the land. Anything to the contrary notwithstanding, Lessor shall have the option of purchasing any building and improvements sixty (60) days prior to the termination of this Lease at their appraised value. If Lessor does not elect to purchase the same, then Lessee shall have the right to remove any building and other improvements from the premises, which said buildings must be removed at the date of Lease termination or the Lessee must remove said buildings within sixty (60) days after the Lease termination and pay to the Lessor daily rent in the amount of THREE AND NO/100 (\$3.00) DOLLARS per day. In the event the Lessee fails to so remove such buildings within such sixty (60)-day period, any buildings and other improvements shall be deemed abandoned and shall become the property of Lessor. In the event of a Lease termination wherein the said buildings or improvements are abandoned, destroyed or left in such a condition as to render their value questionable in the opinion of Lessor, Lessor may remove the buildings or improvements at the expense of Lessee. If the Lease is terminated by the Lessor before the full term or any extension thereof, Lessee shall have one hundred eighty (180) days in which to remove any building and other improvements. If the Lease is terminated by the Lessee before the full term or any extension thereof, Lessee shall have sixty (60) days in which to remove any building or improvement.

26. OPERATION OF AIRPORT BY CITY STAFF

- A. Aviation Hazards. The City Manager reserves the right to take any action he considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the premises which, in the opinion of the City Manager or Federal Aviation Administration, would limit the usefulness of the airport or constitute a hazard to aircraft.
- B. Navigational Aids. The City Manager reserves the right, during the term of this Lease, any renewal, or any extension to install air navigational aids including lighting, in, on, over, under, and across the premises, at the City's expense, in the exercise of any rights. The Manager agrees to give Tenant no less than 90 days written notice of its intention to install the air navigational aids.

27. FINANCING OF LEASEHOLD ESTATE

The Tenant shall have the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument. Tenant has the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument, as security for a loan. These rights are granted provided that:

- A. The mortgage and all rights acquired under it are subject to all of the covenants, conditions, and restrictions contained in this Lease and to all rights and interests of City.
- B. Tenant gives the City Manager written notice of any mortgage, and the address to send any notices required by this section.
- C. City will not exercise its remedies under section 23 Default, and Section 24, City's Remedies of this Lease unless:
 - 1. City sends a written notice of default to both Tenant and mortgagee stating the nature and extent of the default, and
 - 2. Within 60 days after service of the notice of default, the mortgagee failed to do either of the following:
 - (i) Cure the default if it can be cured by the payment of money, or
 - (ii) If the mortgagee does not elect to cure the default by the payment of money, the mortgagee commences foreclosure

proceedings, and in the Manager's opinion, diligently prosecutes the foreclosure proceedings to conclusion.

28. NOTICE

All notices given under this Lease may be served by enclosing the notice in a sealed envelope addressed to the party and deposited with the United States Post Office as certified mail with postage prepaid. The notice is effective 3 days from the date of the mailing. Unless otherwise provided in writing by the parties, the address of the City Manager and the proper party to receive any notices on its behalf is:

City Manager
City Hall
102 So. Main Street
Yerington, Nevada 89447

And the mailing address of the Tenant is

29. INVALID PROVISIONS

It is expressly understood and agreed by the parties that if any covenant, condition, or provision of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity does not invalidate any other covenant, condition, or provision of the Lease, provided that the invalidity of any covenant, condition, or provision does not materially prejudice either the director or Tenant in their respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

30. MECHANIC'S AND MATERIALMAN'S LIENS

Neither Tenant nor the director shall permit any mechanic's, materialman's, or other lien against the premises or the property of which the premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any lien is filed against the premises or property of which the premises forms a part, the party charged with causing the lien will

cause the same to be discharged. Either party may contest any lien, so long as its enforcement is stayed.

31. WAIVER

The waiver by the director of performance by Tenant of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

32. WRITTEN AGREEMENT

Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. Only a writing signed by both parties may modify this Lease. The headings of the paragraphs are for convenience only and are not a part of this Lease; nor shall they be considered in construing the intent of this Lease.

33. CONSENTS

Whenever consent is required, it shall not be unreasonably withheld.

34. TIME

Time is of the essence of each and every provision of this Lease.

35. BINDING ON SUCCESSORS

The covenants and conditions contained in this agreement, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties.

36. ALTERATIONS AND ADDITIONS

Following completion of the required improvements and facilities, Tenant must not make any material alterations to, erect any additional structures, or make any material improvements on the premises without prior written consent of the City Manager, which consent shall not be unreasonably withheld. Any alteration or addition approved by the City Manager shall be constructed at the sole expense of Tenant. Upon approval by the City Manager of any alteration or addition, the City Manager must notify Tenant whether the alterations made must remain on and be surrendered with the premises on expiration or termination of the term.

37. APPEAL

If a Tenant desires to appeal a decision made by the City Manager in conjunction with this Lease, a written appeal must be given to the City Council within 15 days of the decision. The City Council will respond within 30 days, and failure to respond will constitute an approval of the appeal.

38. SIGNATURES

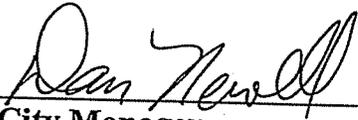
CITY OF YERINGTON

TENANT:

By: 
Mayor

By: 

**Recommended for Approval and
Approved as to Content:**

By: 
City Manager

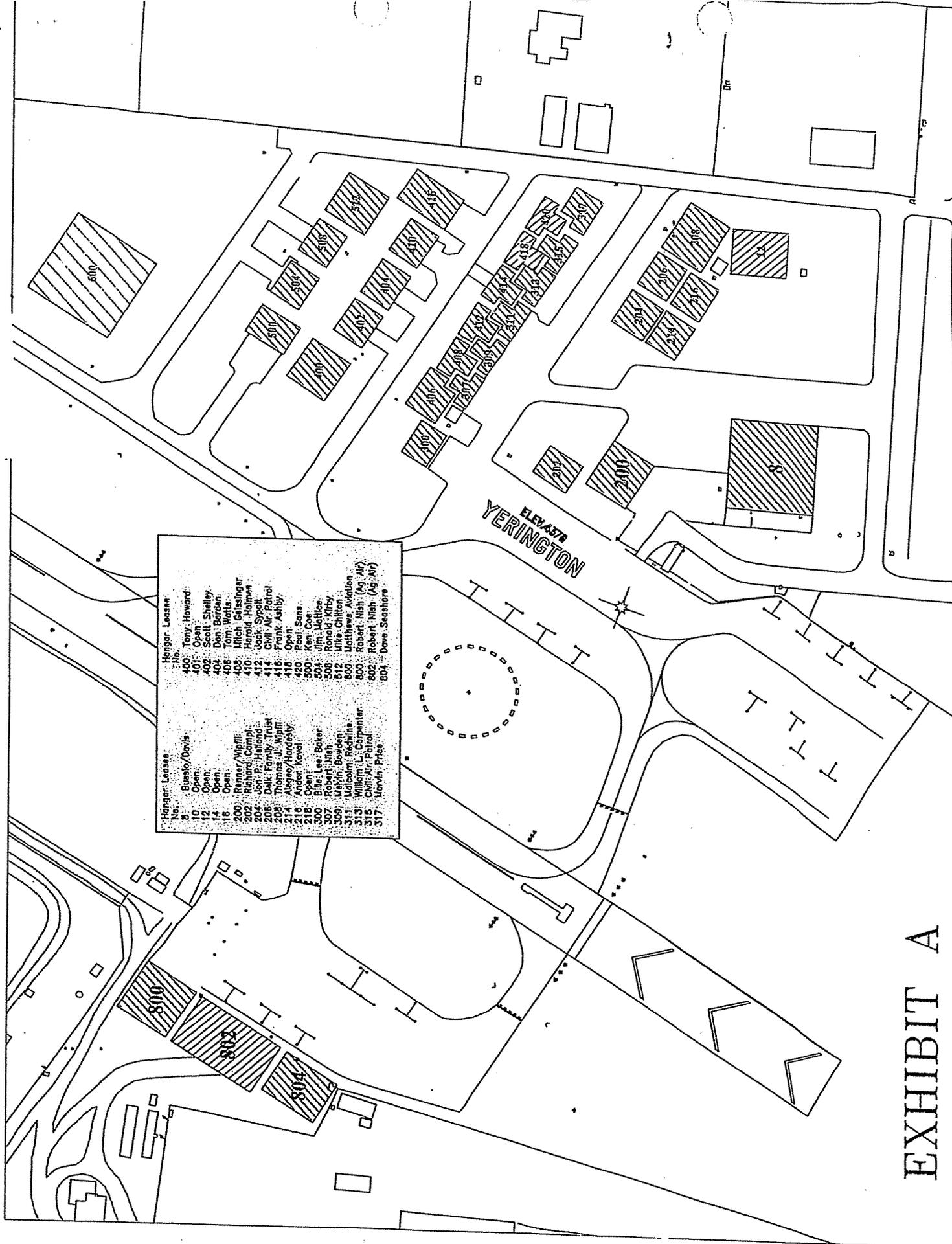
Date: 7-26-10

Approved as to Form:

By: 
City Attorney

ATTEST: City Clerk

By: _____



Hangar Leasee:		Hangar Leasee:	
No.	Name	No.	Name
8	Buesio/Davis	400	Tony Howard
10	Open	401	Open
12	Open	402	Scott Shelley
14	Open	404	Don Borden
16	Open	406	Tom Werts
200	Renner/Wipfl	408	Mich Galsinger
202	Richard/Camp	410	Harold Holman
204	Jon P. Holland	412	Jack Syrot
206	Dale Family Trust	414	Chil Air Patrol
208	Thomas J. Wipfl	416	Frank Ashby
214	Algeo/Hardisty	418	Open
216	Andor/Koval	420	Paul Sons
300	Open	500	Ken Coe
302	Bliss/Lee/Baker	504	Jim Matlice
304	Robert Nish	508	Ronald Kirby
306	Markin/Bowden	512	Mike Chilton
308	William L. Carpenter	516	Matthew Aviation
310	William L. Carpenter	600	Robert Nish (Ag Air)
312	William L. Carpenter	602	Robert Nish (Ag Air)
314	Civil Air Patrol	604	Dave Seashore
316	Marvin Price		
317			

EXHIBIT A

ITEM

#16

Report Criteria:

Report type: Invoice detail

Check Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
31495	09/19	09/24/2019	31495	1182 CITY OF YERINGTON	91819	CITY HALL - PETTY CAS	03-54-25-7011	50.00	50.00
									50.00
									Total 31495:
31496	09/19	09/24/2019	31496	1208 COOMBS, BRANDON	OCT19	UNIFORM ALLOWANCE	01-52-20-7022	312.50	312.50
									312.50
									Total 31496:
31497	09/19	09/24/2019	31497	1315 EPIC Aviation, LLC	724583	Airport Fuel	01-55-27-7056	35,166.47	35,166.47
									35,166.47
									Total 31497:
31498	09/19	09/24/2019	31498	1324 FARR WEST ENGINEERING	12211	BUILDING AND PLANNING	01-57-25-7034	1,666.00	1,666.00
									1,666.00
									Total 31498:
31499	09/19	09/24/2019	31499	1324 FARR WEST ENGINEERING	12261	WEED HIEGHTS SEWER	03-54-25-7027	13,645.75	13,645.75
									13,645.75
									Total 31499:
31500	09/19	09/24/2019	31500	1335 FIRST ADVANTAGE OHS	2512331908	SERVICES	02-54-25-7011	10.48	10.48
									10.48
									Total 31500:
31501	09/19	09/24/2019	31501	2222 FLORES, ELAN	OCT19	UNIFORM ALLOWANCE	01-52-20-7022	312.50	312.50
									312.50
									Total 31501:

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
31502	09/19	09/24/2019	31502	2058 FRONTIER	090719AIR	TELEPHONE	01-55-27-7033	48.32	48.32
	09/19	09/24/2019	31502	2058 FRONTIER	090719PW	TELEPHONE	03-54-25-7033	106.23	106.23
									154.55
31503	09/19	09/24/2019	31503	1383 GRAINGER	9276547321	EQUIPMENT	02-54-25-7011	201.47	201.47
	09/19	09/24/2019	31503	1383 GRAINGER	9277102415	EQUIPMENT	02-54-25-7011	134.04	134.04
	09/19	09/24/2019	31503	1383 GRAINGER	9279554217	EQUIPMENT	02-54-25-7011	553.85	553.85
	09/19	09/24/2019	31503	1383 GRAINGER	9279554225	EQUIPMENT	02-54-25-7011	540.56	540.56
	09/19	09/24/2019	31503	1383 GRAINGER	9280448706	EQUIPMENT	02-54-25-7011	159.38	159.38
									1,589.30
31504	09/19	09/24/2019	31504	1633 GUARDIAN-DENTAL	OCT2019	DENTAL INSURANCE- RE	00-00-00-2023	1,184.26	1,184.26
									1,184.26
31505	09/19	09/24/2019	31505	1948 GUARDIAN-LIFE	OCT2019	HOSPITAL INS. - LIFE	00-00-00-2023	299.00	299.00
									299.00
31506	09/19	09/24/2019	31506	6211 KOSAK, MARK	OCT19	UNIFORM ALLOWANCE	01-52-20-7022	312.50	312.50
									312.50
31507	09/19	09/24/2019	31507	1566 LYON COUNTY CLERK TREASURER	AUG19RMTX	ROOM TAX TRANSMITTA	08-56-35-8081	2,667.08	2,667.08
									2,667.08
31508	09/19	09/24/2019	31508	1600 MASON VALLEY FIRE DISTRICT	OCT2019	QTRLY CONTRACT	01-52-21-7002	41,625.75	41,625.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31508:									
31509	09/19	09/24/2019	31509	1098 MINDEN LAWYERS, LLC	5020	PROFESSIONAL SERVIC	03-54-25-7030	7,523.45	7,523.45
Total 31509:									
31510	09/19	09/24/2019	31510	2227 MOURITSEN LAW	68	LEGAL SERVICES	01-53-15-7031	250.00	250.00
09/19	09/24/2019	31510	2227 MOURITSEN LAW		71	LEGAL SERVICES	01-53-15-7031	250.00	250.00
Total 31510:									
31511	09/19	09/24/2019	31511	1795 PUBLIC EMP. BENEFITS PROGRAM	SEPT19	POLICE- RETIREE INS. P	01-52-20-6110	1,529.60	1,529.60
Total 31511:									
31512	09/19	09/24/2019	31512	1806 QUILL CORPORATION	9924908	OFFICE SUPPLIES	02-54-25-7011	599.98	599.98
09/19	09/24/2019	31512	1806 QUILL CORPORATION		9978695	OFFICE SUPPLIES	02-54-25-7011	79.98	79.98
Total 31512:									
31513	09/19	09/24/2019	31513	1824 RENO GAZETTE-JOURNAL	0002748580	LEGAL ADVERTISING	01-51-14-7026	49.68	49.68
Total 31513:									
31514	09/19	09/24/2019	31514	6286 Reyes-Trujillo, Maria	SEPT19	INTERPRETER FEES	01-53-15-7013	90.00	90.00
Total 31514:									
31515	09/19	09/24/2019	31515	1961 STATE OF NV-DEPT OF TAX	AUG19RMTX	ROOM TAX TRANSMITTA	08-56-35-8080	1,600.25	1,600.25

CITY OF YERINGTON

Check Register - BIG Council report

Check Issue Dates: 9/24/2019 - 10/1/2019

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31515:									
31516	09/19	09/24/2019	31516	1969 STICKS & STONES	51180	MATERIALS	04-20-00-8082	54.88	54.88
Total 31516:									
31517	09/19	09/24/2019	31517	1886 THATCHER COMPANY OF NEVADA, I	5053117	WATER TREATMENT PLA	02-54-25-7061	4,221.80	4,221.80
09/19	09/24/2019	31517	1886 THATCHER COMPANY OF NEVADA, I	5053119	5053119	WATER TREATMENT PLA	03-54-25-7061	543.90	543.90
Total 31517:									
31518	09/19	09/24/2019	31518	2016 ULINE	112165597	EQUIPMENT	02-54-25-7011	1,145.12	1,145.12
Total 31518:									
31519	09/19	09/24/2019	31519	2063 VISION SERVICE PLAN (NV)	OCT2019	VISION SERVICES- RETI	00-00-00-2023	150.56	150.56
Total 31519:									
31520	09/19	09/24/2019	31520	2066 WAGNER, DARREN	OCT19	UNIFORM ALLOWANCE	01-52-20-7022	312.50	312.50
Total 31520:									
31521	09/19	09/24/2019	31521	1406 WELLS FARGO BANK-REMIT. CNTR	SEPT19JAY	JAY - CREDIT CARD	04-20-00-8082	1,528.50	1,528.50
Total 31521:									
31522	09/19	09/24/2019	31522	1406 WELLS FARGO BANK-REMIT. CNTR	SEPT19DEN	DENNIS - CREDIT CARD	02-54-25-7011	525.54	525.54
Total 31522:									

CITY OF YERINGTON

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 Check Issue Dates: 9/24/2019 - 10/1/2019

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
31523	09/19	09/24/2019	31523	2111 WISNER, NICHOLAS	OCT19	UNIFORM ALLOWANCE	01-52-20-7022	312.50	312.50
		Total 31523:						312.50	
31524	09/19	09/24/2019	31524	2099 XPRESS BILL PAY	41944	EFT TRANSACTIONS	03-54-25-7041	314.28	314.28
		Total 31524:						314.28	
31525	10/19	10/01/2019	31525	1021 AFLAC	562668	AFLAC INSURANCE	00-00-00-2015	219.63	219.63
		Total 31525:						219.63	
31526	10/19	10/01/2019	31526	1031 ARIGONI, ROBERT	92719	Planning Commission	01-51-14-5113	25.00	25.00
		Total 31526:						25.00	
31527	10/19	10/01/2019	31527	1079 Blake, Joan	92719	Planning Commission	01-51-14-5113	25.00	25.00
		Total 31527:						25.00	
31528	10/19	10/01/2019	31528	1086 BODENSTEIN, ERIC	92719	Planning Commission	01-51-14-5113	25.00	25.00
		Total 31528:						25.00	
31529	10/19	10/01/2019	31529	6095 Bull, Elmer	92719	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
		Total 31529:						25.00	
31530	10/19	10/01/2019	31530	1146 CASELLE, INC.	97558	General Ledger Cleanup	01-51-14-7041	650.00	650.00

CITY OF YERINGTON

Check Register - BIG Council report
 Check Issue Dates: 9/24/2019 - 10/1/2019

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31530:									
									650.00
31531	10/19	10/01/2019	31531	6278 CIGNA	OCT2019	HEALTH INSURANCE	00-00-00-2023	12,359.16	12,359.16
Total 31531:									
									12,359.16
31532	10/19	10/01/2019	31532	1182 CITY OF YERINGTON	93019	CITY HALL - PETTY CAS	02-54-25-7011	7.90	7.90
Total 31532:									
									7.90
31533	10/19	10/01/2019	31533	1273 DOUGLAS, STEVE	92719	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 31533:									
									25.00
31534	10/19	10/01/2019	31534	2058 FRONTIER	092219CH	TELEPHONE	03-54-25-7033	418.90	418.90
10/19	10/01/2019	31534	2058 FRONTIER		092219PW	TELEPHONE	03-54-25-7033	158.39	158.39
Total 31534:									
									577.29
31535	10/19	10/01/2019	31535	1536 LAW OFFICES OF CHERI EMM-SMITH	SEPT19	Judge Services	01-53-15-7131	2,121.84	2,121.84
Total 31535:									
									2,121.84
31536	10/19	10/01/2019	31536	1902 NV ENERGY	312572-919	POWER	23-54-25-7033	254.61	254.61
10/19	10/01/2019	31536	1902 NV ENERGY		513290-919	POWER	23-54-25-7033	69.76	69.76
10/19	10/01/2019	31536	1902 NV ENERGY		533954-919	POWER	01-55-27-7033	44.67	44.67
10/19	10/01/2019	31536	1902 NV ENERGY		546699-919	POWER	03-54-25-7033	86.02	86.02
10/19	10/01/2019	31536	1902 NV ENERGY		706659-919	POWER	02-54-25-7033	39.72	39.72
Total 31536:									
									494.78

CITY OF YERINGTON

Check Register - BIG Council report
 Check Issue Dates: 9/24/2019 - 10/1/2019

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
31537	10/01/2019	31537	6207	Parrott, Lacey	92719	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 31537:									
31538	10/01/2019	31538	2028	U.S. POSTAL SERVICE	92419	POSTAGE FOR MACHINE	01-51-14-7011	163.00	163.00
Total 31538:									
31539	10/01/2019	31539	2060	VERIZON WIRELESS	9638567911	WIRELESS SERVICE	03-54-25-7035	699.54	699.54
Total 31539:									
31540	10/01/2019	31540	2060	VERIZON WIRELESS	9638566529	WIRELESS SERVICE	01-52-20-7035	621.67	621.67
Total 31540:									
Grand Totals:									
								25.00	25.00
								163.00	163.00
								699.54	699.54
								621.67	621.67
								138,143.47	138,143.47

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-2015	219.63	.00	219.63
00-00-00-2023	13,992.98	.00	13,992.98
00-00-00-2200	.00	14,212.61	14,212.61
01-00-00-2200	.00	87,180.19	87,180.19
01-51-14-5113	150.00	.00	150.00
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	54.34	.00	54.34
01-51-14-7026	49.68	.00	49.68
01-51-14-7030	2,138.00	.00	2,138.00
01-51-14-7035	107.45	.00	107.45
01-51-14-7041	216.67	.00	216.67

GL Account	Debit	Credit	Proof
01-52-20-6110	884.28	.00	884.28
01-52-20-7022	1,562.50	.00	1,562.50
01-52-20-7035	621.67	.00	621.67
01-52-21-7002	41,625.75	.00	41,625.75
01-53-15-7013	90.00	.00	90.00
01-53-15-7031	500.00	.00	500.00
01-53-15-7131	2,121.84	.00	2,121.84
01-55-27-7033	92.99	.00	92.99
01-55-27-7056	35,166.47	.00	35,166.47
01-57-25-7034	1,666.00	.00	1,666.00
01-59-35-7035	22.80	.00	22.80
02-00-00-2200	.00	13,615.58-	13,615.58-
02-54-25-6110	267.79	.00	267.79
02-54-25-7011	5,389.55	.00	5,389.55
02-54-25-7030	2,634.73	.00	2,634.73
02-54-25-7033	381.49	.00	381.49
02-54-25-7035	346.41	.00	346.41
02-54-25-7041	373.81	.00	373.81
02-54-25-7061	4,221.80	.00	4,221.80
03-00-00-2200	.00	18,315.88-	18,315.88-
03-54-25-6110	267.78	.00	267.78
03-54-25-7011	83.28	.00	83.28
03-54-25-7027	13,645.75	.00	13,645.75
03-54-25-7030	2,750.72	.00	2,750.72
03-54-25-7033	427.77	.00	427.77
03-54-25-7035	222.88	.00	222.88
03-54-25-7041	373.80	.00	373.80
03-54-25-7061	543.90	.00	543.90
04-00-00-2200	.00	227.51-	227.51-
04-20-00-8082	227.51	.00	227.51
08-00-00-2200	.00	4,267.33-	4,267.33-
08-56-35-8080	1,600.25	.00	1,600.25
08-56-35-8081	2,667.08	.00	2,667.08
23-00-00-2200	.00	324.37-	324.37-
23-54-25-7033	324.37	.00	324.37
Grand Totals:	138,143.47	138,143.47-	.00

Dated: _____
Mayor: _____
City Council: _____

City Recorder: _____

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

Report Criteria:

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

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
09/22/2019	PC	09/26/2019	31486	Bryant, Jeremy	647		00-00-00-102	295.52-
09/22/2019	PC	09/26/2019	31487	Martin, Shane	648		00-00-00-102	295.52-
09/22/2019	PC	09/26/2019	31488	Coombs, Bailey	646		00-00-00-102	136.52-
09/22/2019	PC	09/26/2019	31489	Rogers, Larry	624		00-00-00-102	396.18-
09/22/2019	PC	09/26/2019	31490	Talamante, Thomas	605		00-00-00-102	750.64-
09/22/2019	PC	09/26/2019	31491	Wagner, Darren	649		00-00-00-102	181.81-
09/22/2019	PC	09/26/2019	31492	West, Robert	635		00-00-00-102	198.09-
10/06/2019	PC	10/10/2019	31541	Jennerjohn, Richard	650		00-00-00-102	1,857.03-
10/06/2019	PC	10/10/2019	31542	Coombs, Bailey	646		00-00-00-102	55.87-
10/06/2019	PC	10/10/2019	31543	Rogers, Larry	624		00-00-00-102	396.18-
10/06/2019	PC	10/10/2019	31544	Talamante, Thomas	605		00-00-00-102	750.64-
10/06/2019	PC	10/10/2019	31545	Wagner, Darren	649		00-00-00-102	187.24-
10/06/2019	PC	10/10/2019	31546	West, Robert	635		00-00-00-102	396.18-
09/22/2019	PC	09/26/2019	9261901	Argo, Pamela	631		00-00-00-102	1,568.13-
09/22/2019	PC	09/26/2019	9261902	Becker, Dennis	20		00-00-00-102	1,658.42-
09/22/2019	PC	09/26/2019	9261903	Campi, John Joseph	637		00-00-00-102	1,350.21-
09/22/2019	PC	09/26/2019	9261904	Catalano, Selena	50		00-00-00-102	295.52-
09/22/2019	PC	09/26/2019	9261905	Cochrane, Jesslyna	60		00-00-00-102	1,092.35-
09/22/2019	PC	09/26/2019	9261906	Coombs, Brandon	31		00-00-00-102	2,577.24-
09/22/2019	PC	09/26/2019	9261907	Dew-Hedrick, Leslie	40		00-00-00-102	1,057.74-
09/22/2019	PC	09/26/2019	9261908	Flakus, Jay	32		00-00-00-102	1,551.03-
09/22/2019	PC	09/26/2019	9261909	Flores, Elan	59		00-00-00-102	3,274.13-
09/22/2019	PC	09/26/2019	9261910	Garry, John Joseph	61		00-00-00-102	591.03-
09/22/2019	PC	09/26/2019	9261911	Kosak, Mark	638		00-00-00-102	3,025.19-
09/22/2019	PC	09/26/2019	9261912	Kusmerz, Debra K.	634		00-00-00-102	371.18-
09/22/2019	PC	09/26/2019	9261913	Larsen, Stacey	644		00-00-00-102	997.00-
09/22/2019	PC	09/26/2019	9261914	Pittman, Brian	121		00-00-00-102	1,019.25-
09/22/2019	PC	09/26/2019	9261915	Schunke, Terceira	639		00-00-00-102	276.93-
09/22/2019	PC	09/26/2019	9261916	Shaw, Sheema D.	150		00-00-00-102	1,735.13-
09/22/2019	PC	09/26/2019	9261917	Smith, David	157		00-00-00-102	1,506.39-
09/22/2019	PC	09/26/2019	9261918	Stanton, Monte	642		00-00-00-102	1,463.15-
09/22/2019	PC	09/26/2019	9261919	Sturtevant, Helen M.	163		00-00-00-102	1,309.02-
09/22/2019	PC	09/26/2019	9261920	Switzer, Robert	643		00-00-00-102	2,773.24-
09/22/2019	PC	09/26/2019	9261921	Wagner, Darren E.	184		00-00-00-102	2,374.17-
09/22/2019	PC	09/26/2019	9261922	Wisner, Nicholas	177		00-00-00-102	1,885.46-
10/06/2019	PC	10/10/2019	1010190	Argo, Pamela	631		00-00-00-102	1,568.13-
10/06/2019	PC	10/10/2019	1010190	Becker, Dennis	20		00-00-00-102	2,277.50-
10/06/2019	PC	10/10/2019	1010190	Campi, John Joseph	637		00-00-00-102	2,064.39-
10/06/2019	PC	10/10/2019	1010190	Cochrane, Jesslyna	60		00-00-00-102	1,092.35-
10/06/2019	PC	10/10/2019	1010190	Coombs, Brandon	31		00-00-00-102	3,216.99-
10/06/2019	PC	10/10/2019	1010190	Dew-Hedrick, Leslie	40		00-00-00-102	1,062.63-
10/06/2019	PC	10/10/2019	1010190	Flakus, Jay	32		00-00-00-102	1,551.03-
10/06/2019	PC	10/10/2019	1010190	Flores, Elan	59		00-00-00-102	3,543.64-
10/06/2019	PC	10/10/2019	1010190	Kosak, Mark	638		00-00-00-102	1,887.53-
10/06/2019	PC	10/10/2019	1010191	Kusmerz, Debra K.	634		00-00-00-102	371.18-
10/06/2019	PC	10/10/2019	1010191	Larsen, Stacey	644		00-00-00-102	997.00-
10/06/2019	PC	10/10/2019	1010191	Pittman, Brian	121		00-00-00-102	1,037.90-
10/06/2019	PC	10/10/2019	1010191	Shaw, Sheema D.	150		00-00-00-102	1,735.13-
10/06/2019	PC	10/10/2019	1010191	Smith, David	157		00-00-00-102	1,026.64-
10/06/2019	PC	10/10/2019	1010191	Stanton, Monte	642		00-00-00-102	2,035.31-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
10/06/2019	PC	10/10/2019	1010191	Sturtevant, Helen M.	163		00-00-00-102	1,309.02-
10/06/2019	PC	10/10/2019	1010191	Switzer, Robert	643		00-00-00-102	3,210.31-
10/06/2019	PC	10/10/2019	1010191	Wagner, Darren E.	184		00-00-00-102	2,184.80-
10/06/2019	PC	10/10/2019	1010191	Wisner, Nicholas	177		00-00-00-102	1,885.46-
Grand Totals:			<u>54</u>					<u>73,706.27-</u>

Report Criteria:

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

Report Criteria:

Transmittal checks included
Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
10/06/2019	CDPT		0	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 10/6/201	01-00-00-202	93.00-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	29.57-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	118.31-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	98.58-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	29.57-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	118.30-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	98.59-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	01-00-00-202	1,587.05-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	02-00-00-202	2,401.76-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	03-00-00-202	1,986.21-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Police Pay Period: 9	01-00-00-202	5,143.69-
09/22/2019	CDPT	09/23/2019	31493	PUBLIC EMPLOYEES RETIREM	2	Retirement - Council Pay Period:	01-00-00-202	438.55-
09/22/2019	CDPT	09/23/2019	31494	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 9/22/201	01-00-00-202	93.00-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	30.05-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	120.24-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	100.19-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	30.05-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	120.23-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	100.20-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	01-00-00-202	1,637.78-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	02-00-00-202	2,460.81-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	03-00-00-202	2,020.29-
10/06/2019	CDPT	10/07/2019	31547	PUBLIC EMPLOYEES RETIREM	2	Retirement - Police Pay Period: 1	01-00-00-202	6,017.34-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	29.50-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	66.00-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	65.98-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	29.50-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	66.00-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	65.98-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	338.58-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	144.48-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	121.68-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	338.37-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	144.52-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	121.85-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	01-00-00-201	2,883.47-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	02-00-00-201	889.18-
09/22/2019	CDPT	09/23/2019	9231901	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	03-00-00-201	713.03-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	10.91-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	70.13-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	70.10-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	10.91-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	70.13-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	70.10-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	339.04-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	162.73-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	135.65-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	337.44-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	162.57-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	137.41-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	01-00-00-201	2,992.36-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	02-00-00-201	1,133.17-
10/06/2019	CDPT	10/07/2019	1007190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	03-00-00-201	895.23-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
Grand Totals:			<u>52</u>					<u>37,489.36-</u>

Report Criteria:

- Transmittal checks included
 - Void checks included
-

ITEM

#17



102 South Main Street Yerington Nevada 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

CEASE AND DESIST

October 8, 2019

Don and Vanessa Blunt
Blunt Farms
430 Day Lane
Wellington, NV 89444

APN: 001-451-02

Mr. and Mrs. Blunt,

Pursuant to a physical inspection and subsequent discussion of your leased property (a.k.a. Marathon Equipment Co.) at 130 Highway 339, Yerington, NV, you are hereby ordered to cease and desist all operations related to hemp/cannabis processing including drying, transportation, and sales of the product, either wholesale or retail. Below are listed the steps which must be taken before you may commence operations or processing of hemp raw product:

1. A Special Use Application must be submitted by the property owner for approval by the City Planning Commission.
2. Approval of the Planning Commission recommendation(s) by the Yerington City Council.
3. A Plan Review and approved Building Permit.
4. The City must have a completed Business License Application and approval by the City Council.
5. An approved fire/safety review by the Fire District Chief or designee.

Failure to follow this order can and will result in a violation and possible penalties as mentioned in Yerington City Code 3-1-21.

Please contact this office should you have any questions.

Robert Switzer
City Manager

cc: Chief Darren Wagner, Yerington Police Department
Chuck Zumpft, Esq., Minden Lawyers, LLC



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

NOTICE OF VIOLATION

September 20, 2019

Carrie Lee Gilmore
PO Box 165
Yerington, NV 89447

Re: APN 001-054-13; 22 Snyder Avenue

Dear Property Owner(s),

It has been brought to my attention that weeds are being allowed to accumulate on your property at **22 Snyder Avenue**. The accumulation of weeds and noxious vegetation (photo(s) included) more than 10 inches high is in violation of City Code 4-4 which places responsibility on the property owner to abate the problem. Code 4-4-2, Responsibility to Cut or Destroy states that:

No owner or person in charge of property may allow weeds to be on the property or in the right of way of a public thoroughfare abutting on the property. It is the duty of an owner or person in charge of property to cut down or destroy grass, shrubbery, brush, bushes, weeds or other noxious vegetation as often as needed to prevent them from becoming unsightly, from becoming a fire hazard, or obstructing the view of signs or traffic warnings or, in the case of weeds or other noxious vegetation, from maturing or from going to seed. (1973 Code § 8.20.010)

Pursuant to City Municipal Code 4-4-4, this letter serves as a Notice of Violation for the property at **22 Snyder Avenue**. You have fourteen (14) days from the date of this mailing to commence abatement of the weeds and noxious vegetation. Failure to abate the nuisance will result in further action including misdemeanor fines of up to \$1,000.00 per day (Municipal Code: 1-4-1(b)). You have the right to file an appeal in writing to the Yerington City Council within the fourteen (14) day period.

Robert Switzer
City Manager

cc: Mayor and City Council Members
Chuck Zumpft, Esq., Minden Lawyers, LLC

[Assessor Home](#)[Personal Property](#)[Sales Data](#)[Secured Tax Inquiry](#)[Recorder Search](#)

Parcel Detail for Parcel # 001-054-13

Location

Property Location 22 SNYDER AVE
 Town YERINGTON
 District 1.0 - City of Yerington
 Subdivision ISH ADDITION Lot Block 130

[Add'l Addresses](#)[Assessor Maps](#)[Legal Description](#)

Property Name

Remarks

Ownership

Assessed Owner Name GILMORE, CARRIE LEE
 Mailing Address P O BOX 155
 YERINGTON, NV 89447-0000

[Ownership History](#)[Document History](#)

Legal Owner Name GILMORE, CARRIE LEE
 Vesting Doc #, Date 596165 05/20/2019 Year / Book / Page 18 / 0 / 0
 Map Document #s RA596164 RS597698

Description

Total Acres .450 Square Feet 19,650
 Ag Acres .000 W/R Acres .000

Improvements

Single-family Detached 0	Non-dwelling Units 0	Bedrooms / Baths 0 / .00
Single-family Attached 0	Mobile Home Hookups 0	Stories .0
Multiple-family Units 0	Wells 0	Garage Square Ft... 0
Mobile Homes 0	Septic Tanks 0	Attached / Detached
Total Dwelling Units 0	Buildings Sq Ft 0	
	Residence Sq Ft 0	
	Basement Sq Ft 0	Basement
	Finished Basement SF 0	Bedrooms / Baths 0 / .00

[Improvement List](#)

Appraisal Classifications

Current Land Use Code 140 [Code Table](#)

Zoning Code(s) RC

Re-appraisal Group 2 Re-appraisal Year 2015
 Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2019-20	2018-19	2017-18
Land	15,480		
Improvements	0		
Personal Property	0		
Ag Land	0		
Exemptions	0		
Net Assessed Value	15,480		

Increased (New) Values

Land	0
Improvements	0
Personal Property	0

Taxable Valuation

Taxable Values	2019-20	2018-19	2017-18
Land	44,229		
Improvements	0		
Personal Property	0		
Ag Land	0		
Exemptions	0		
Net Taxable Value	44,229		

Increased (New) Values

Land	0
Improvements	0
Personal Property	0

[Back to Search List](#)

