



102 South Main Street Yerington Nevada 89447
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The City of Yerington is an Equal Opportunity Provider

YERINGTON CITY COUNCIL
MEETING AGENDA
October 28, 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 view point – 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.

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.
4. For Possible Action: Approve the Minutes of the October 14, 2019 Regular Meeting.
5. For Possible Action: Approval to Pass the Ownership and Responsibility of the Digital Reader Board, Located at the Intersection of Goldfield and Main Street, to the Yerington Chamber of Commerce.
6. For Possible Action: Approval to Renew a Lease Agreement with Walker River Irrigation District for the Property at the Intersection of Goldfield and Main Street for the Digital Reader Board Sign.
7. For Possible Action: Re-Align the Mayor's Committees to: Administrative Committee, Public Safety Committee and Public Works Committee.
8. For Possible Action: Parcel Map Application, James Collins has Submitted a Parcel Map Application to Divide APN 001-032-04 into Two Parcels at 514 N. Oregon Street.

9. For Possible Action: Approve Amendment #3 for Additional Professional Services by Farr West Engineering for the City of Yerington Water Rehabilitation Project.
10. For Possible Action: Approve Amendment #3 for Additional Professional Services by Farr West Engineering for the City of Yerington Sewer Rehabilitation Project.
11. For Possible Action: Approval to Withdraw a CD for \$86,498.02 with Financial Horizons and Adding the funds into the Fixed Asset Fund.
12. Possible Action: Approval to Cancel the November 25, 2019 and the December 23, 2019 Council Meetings Due to the Holidays.
13. For Possible Action: Review Bills Previously Submitted for Payment.
14. Public Participation/Comments: Public comments(s) shall not be restricted based on content or view point – No action will be taken.
15. Department Reports and City Manager Report, Council Comments - 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 22, 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

October 14, 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
Office Brandon Coombs
Officer Nick Wisner,

Guests: Chief Scott Draper and Assistant Chief Lacey Parrott of the Mason Valley Fire District, David Ray, Sherie Werner, Brad Higgins, Frank Pizzo, Arnie Carlgren, Deb & Dave DeGrendele

Public comments

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

Agenda Approval

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

Minutes

Councilman Bryant made a motion to approve the minutes of September 23, 2019, seconded by Councilwoman Catalano. 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. 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

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

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

Mayor Garry stated that Amy Miller of the Yerington Chamber of Commerce could not be here this morning.

City Manager Switzer stated that the council can still have discussion on this item and table for another meeting for possible action.

Councilwoman Catalano stated that the matter should be tabled until Ms. Miller could be in attendance.

Councilman Bryant made a motion to approve tabling this item until Ms. Miller could be in attendance, seconded by Councilwoman Schunke. Mayor Garry asked for public comments, there were no comments and the item was tabled.

Invest up to Two-Million Dollars in the Local Government Pooled Investment Fund (LGIP)

City Manager Switzer stated that three months ago the council approved investing \$3-million into the Local Government Investment Pool (LGIP) and in that time the city has earned over \$16,000 in interest. If the interest rate were to stay the same for a year the city would gain a total of \$60,000 to \$70,000 in interest.

City Manager Switzer stated that he would like to invest an additional \$2-million into LGIP. If the city was to do that we could make as much as \$100,000 a year.

Councilman Bryant asked what the risk was to the city. City Manager Switzer stated that the risk is low. If we need to access the money, we could have it back within 24 hours of the request with no charge to the city.

Councilwoman Catalano made a motion to approve investing up to two-million dollars in the Local Government Pooled Investment Fund (LGIP), seconded by Councilwoman Schunke. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Recommendation From the Police Committee to Increase the Police Force to Eight (8) Positions

Chief Wagner stated that his department is seeing an increase in call volume and they are struggling to keep up, overtime is off the charts.

Councilman Bryant stated that he had reviewed transparent Nevada and the city spent over \$82,000 on overtime last year. That is almost enough to fund another officer.

Councilwoman Schunke asked if having another officer will require additional equipment and a vehicle. Chief Wagner stated that it would and some of that would be addressed in the next agenda item. If we lift the residency requirement we might consider going back to a fleet of vehicles rather than a "take home" vehicle.

Councilwoman Catalano made a motion to approve the recommendation from the Police Committee to increase the police force to eight (8) positions, seconded by Councilwoman Schunke.

Mayor Garry asked for public comments. Officer Wisner of the Yerington Police Department thanked the council and stated that having the extra officer will allow the department to be proactive. Mayor Garry asked for further comments, there were no comments and the motion carried unanimously.

Recommendation From the Police Committee to Remove the Requirement that Police Officers to Live within Five (5) Miles of the City Limits

Chief Wagner stated that nationwide recruitment is not great. The five mile restriction is hurting our department as not all applicants are willing to uproot their families to move to Yerington. Chief Wagner stated that he has an applicant from Reno that is willing to working for our department; however, he does not want to move his family.

Councilman Bryant stated that he is on the Police Committee; however, he is not sure if he is in favor of it. Councilman Bryant stated that there are many officers with the county who live here, there are a number of them that wanted to work for the city, but we passed on them. Councilman Bryant asked why we passed on those officers. Chief Wagner stated that the county will hire and have them work in the jail while they send them to POST.

Officer Wisner stated that he has a 4 year old son and only sees him four days a month. Officer Wisner stated that if he had the option to live in Dayton he would be able to see his son more often. Officer Wisner stated that he loves his job and would stay; however, he will need to consider what is best for his son. If the restriction is lifted, he will stay with the Yerington Police Department.

Councilman Bryant stated that we should make the requirement to live within the county. Councilwoman Catalano stated that there must be a response time, perhaps one hour. Chief Wagner stated that radius would be better than time. Councilman Martin stated perhaps 100 miles.

Mayor Garry stated that he is in favor of abolishing the restriction and see how it works. Councilwoman Catalano agreed that we could give it a trial run and adjust as needed. Chief Wagner stated that a lot of officers do not want to live in the community where they work as they are more likely to meet up with people they have arrested in line at the grocery store.

City Manager Switzer stated that the residency requirement is part of the Police Association Agreement, which if approved, would be good until June 2020 at which time the council could reconsider and change if necessary.

Councilwoman Catalano made a motion to approve the recommendation from the Police Committee to remove the requirement that police officers to live within five (5) miles of the city limits on an eight month trial period, seconded by Councilman Martin. Opposed Councilman Bryant. Mayor Garry asked for public comments, there were no comments, and the motion carried 3/1.

Purchase of a 2020 Chevrolet Tahoe, Fully Equipped, for the Yerington Police Department From the Fixed Asset Fund not to exceed \$55,000

City Manager Switzer stated that we have one police vehicle that has been totaled in the last couple of months. At this time we do not have a quote; however, we would purchase from Champion Chevrolet in Reno.

Chief Wagner stated that this is identical to the two vehicles we just purchased and would not exceed the \$55,000 requested.

Councilwoman Catalano asked if the insurance would consider the vehicle totaled and if the city could expect anything back. City Manager Switzer stated that we have not heard back from our insurance carrier, if we should receive something back it will off-set the cost of this item.

Councilman Bryant stated that we need the vehicle; however, the cost should not be coming from the city due to the circumstances, there should be some kind of personal cost. City Manager Switzer stated that the statutes do not allow that.

Mr. Sherie Warner stated that if the city is hiring more staff, they will need another vehicle. Chief Wagner stated that if we lift the residency requirement we will go to a fleet which will give us a longer life on the vehicles.

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

Memorandum of Understanding (MOU) Between the Lyon County School District and the Yerington Police Department for a School Resource Officer (SRO)

Mayor Garry stated that he would like to strike the second sentence that reads:

“While placing law enforcement officers in schools without adequate SRO training carries 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 waste community resources and can lead to academic failure and greater recidivism rates of student.”

Mayor Garry would like to replace it with:

“The placement of an SRO on a school campus does not preclude such officer from exercising their discretion from enforcing the letter of the Law and The Spirit of the Law. The SRO can and will work in conjunction with school officials to resolve student conflicts whenever possible that might utilize internal school practices such as suspensions, referral programs, and other alternate disciplinarian programs acceptable to school officials. “

City Manager Switzer stated that the proposed agreement, as shown to council today, shows the city recommended changes in blue and the school district changes in red. The original agreement was presented to council a year ago and was not accepted at that time.

City Manager Switzer stated that on page 4, section 5 the school suggested the SRO will report to the principal. Both Chief Wagner and City Manager Switzer believe that the SRO should report to the Chief of Police and consult with the principal.

Councilman Bryant asked if additional training would be required. Chief Wagner stated that there would be.

City Attorney Zumpft stated that the policy statement is fine. We need clarification on when the city will receive the \$30,000.

City Manager Switzer suggested that he and Chief Wagner go back to the school to renegotiate some of the council concerns and questions. Mayor Garry asked Councilman Bryant to be part of that committee.

Councilwoman Catalano made a motion to table this item for further review, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Recommendation to Approve the Collective Bargaining Agreement Between the City of Yerington and the Yerington Police Association

City Manager Switzer stated that he has had an opportunity to brief everyone on this agreement. City Manager Switzer stated that there is one additional change to the agreement. Page 10, item 5, the last sentence was changed as follows:

“Emergency leave shall be taken as sick leave, limited to a total of not more than seven (7) days per annum, or more depending on staffing at the discretion of the Police Chief.”

City Manager Switzer stated that this agreement is good through June 2020 at which time it can be renegotiated.

Councilman Bryant made a motion to approve the Collective Bargaining Agreement between the City of Yerington and the Yerington Police Association, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

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

City Manager Switzer stated that our current server is a 2014 and is out of warranty. Sierra Computer Group has given us a quote to replace the server.

Councilman Bryant asked if our current server has lived a normal lifespan. City Manager Switzer stated it has.

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

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

City Manager Switzer stated that he has been working with City Attorney Zumpft for some time on this ordinance. Currently we do not charge a deposit to our customers. The city just wrote off \$14,000 in utility bills, a deposit would be a step to mitigate that issue in the future. We would be able to apply that deposit to the final billing.

City Manager Switzer stated that deposits would be required of all new customers and customers that have been shutoff for non-payment. This deposit will not apply to current customers in good standing as we will be able to review their account and review their payment history. City Manager Switzer stated that after 12 months of timely payments the deposit would be returned or applied to the next billing.

City Manager Switzer stated that the second item within the ordinance is regarding delinquent customers and 24 hour notices. At this time we send an employee to physically hang the notice at the property giving those 24 hours to comply or disconnection will occur. This ordinance changes that entirely so that we do not have to use field personnel to hang those notices. We will mail the notice to the customer that they have 10 days to pay the billing. If the

customer does not pay that billing within the 10 days we will, at that time physically hang a notice at the service address.

Councilwoman Catalano asked how far delinquent customers are allowed to become before a notice is hung. Interim City Clerk Shaw stated that customers have 45 days to pay their billing. As an example: if you did not pay the billing last month (September) you will receive a 24 hour notice on the 21st of this month (October). Once the notice is hung at the service address the customer is required to pay the billing in full.

City Manager Switzer stated that we have hung as many as 90 notices in one month. We are paying employees \$23.00 an hour plus benefits to hang notices. Councilwoman Catalano stated that if we mail a notice stating that you have 10 days to pay the bill and the bill is not paid, we should shut them off at that time, no notice. City Attorney Zumpft stated that the issue is if the notice went to the property owner, the renter may not be aware the billing was not paid.

Councilman Bryant proposed 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.

Mayor Garry asked for public comments there were no comments.

Acceptance of Two Hangar Buildings (#315, 414) From the Civil Air Patrol to the City of Yerington

City Manager Switzer stated that the Civil Air Patrol no longer has use for these hangars and has released the hangars to the city and he recommends the council accept them. Normally, the city owns the land and the tenant owns the hangar. In this case we will now own both the land and the hangars.

Councilman Bryant asked how much work is needed on the hangars. Public Works Director Flakus stated that they need some work. City Manager Switzer stated that the city could lease these hangars on a monthly basis or we can sell them. Currently we have two parties interested in them.

Mr. Brad Higgins stated that he has an airplane at the airport and would be interested in leasing one of the hangars or purchasing one or both.

Councilwoman Catalano made a motion to approve the acceptance of two hangar buildings (#315, 414) from the Civil Air Patrol to the City of Yerington, seconded by Councilwoman Schunke. Mayor Garry asked for public comments, there were no further comments and the motion carried unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	9-24-2019 10-1-2019	31495 through 31524 31525 through 31540
Payroll Vouchers	9-23-2019 10-10-2019	09261901 through 09261922 10101901 through 10101919
Payroll Checks	9-24-2019 10-10-2019	31486 through 31492 31541 through 31516
Transmittal Vouchers	9-23-2019 10-7-2019	9231901 10071901
Transmittal Checks	9-23-2019 10-7-2019	31493 & 31494 31547

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

Mr. Russ Kirkpatrick addressed the council and stated that he has been shadowing the City Manager for the last few weeks. He has attended meetings with Interim City Clerk Shaw, Chief Wagner and Public Works Director Flakus. Mr. Kirkpatrick thanked City Manager Switzer and Mayor Garry of the opportunity and he has enjoyed his time in Yerington.

Department Reports

Chief Wagner reported that he has several open investigations. Recruitment efforts are moving forward and thanked council for their consideration on today's agenda items.

Public Works Director Flakus reported that there is an issue in Mason over an illegal connection, Bids are out for the mini excavator, lead & copper sampling is complete and he is working to create a new application process to try to accommodate everyone wanting to use the baseball fields.

City Manager Switzer reported that there are copies of letters that he has sent out on code enforcement at the back of the council packets.

Mayor Garry took a moment to acknowledge two friends from the Long Beach Police Department who have recently retired, James & William Foster. They represent a 77 year continuous family legacy, with their grandfather coming on the department in 1942 and their father joined in 1965.

There being no further business the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

Administrative Director/Interim City Clerk

ITEM

#6

LEASE AGREEMENT

Lease Agreement, dated the 1st, day of April, 2000, by and between Walker River Irrigation District ("LESSOR"), and the City of Yerington ("LESSEE").

WITNESSETH:

Article 1

Demised Property

1.1 LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the real property located in Yerington, Nevada, more particularly described in the Exhibit "A", attached hereto and by reference made a part hereof (said real property hereinafter referred to as the "Property"). Lessee has inspected the property and by the execution of this Lease, and accepts the same in its present condition.

Article 2

Term

2.1 The term of this Lease is for twenty (20) years and shall begin on the Commencement Date and, unless terminated or extended, shall end on the Termination Date.

Article 3

Rent

3.1 Rent. LESSEE shall pay rent to LESSOR, during the term of this Lease, in the amounts and at the times prescribed below in lawful money of the United States of America, at LESSOR's address for notice hereunder or otherwise as LESSOR may designate.

3.2 Taxes and Utilities. Except as herein provided, LESSEE will pay all charges for utilities and other services rendered to or used on or about the Property during the term. LESSEE will further pay all charges for special equipment hook-ups, including electrical lines relative to the LESSEE's use.

3.3 Space Rent. The rent for the term of the Lease shall be payable as follows: One Dollar (\$1.00), per year. Rent for the full term of this lease shall be Twenty (\$20.00) Dollars, due and payable in advance upon execution of this lease.

Article 4

Compliance with Requirements

4.1 LESSEE will promptly procure, maintain and comply with all permits, licenses and other authorizations required for the use of the Property and for the lawful construction, operation, maintenance, and repair of equipment or improvements placed on said property.

William Landis Carpea, Attorney at Law

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LESSEE will not do any act or thing which constitutes a public or private nuisance in or about the Property. LESSOR will join in the application for any permit or authorization with respect to any legal requirements if such joinder is necessary.

Article 5 **Covenant against Liens**

5.1 Liens of LESSEE. If because of any act or omission of LESSEE, a mechanic's lien or other lien, charge, or order for the payment of money shall be filed against any portion of the Property, LESSEE shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from LESSOR to LESSEE of the filing thereof. LESSEE shall indemnify and save harmless LESSOR against and from costs, liabilities, suits, penalties, claims and demands arising from such liens. LESSEE shall give LESSOR reasonable notice about works of improvement on the premises so that LESSOR may record appropriate notices of non-responsibility.

5.2 Contest of Liens. In the event LESSEE deems a lien to be invalid or improper, LESSEE reserves the right to contest, at its expense, any such lien by seeking a judicial determination thereof in a Court of competent jurisdiction and obtaining a surety bond pursuant to N.R.S. 108.2415 for the amount of such lien.

5.3 Removal of Liens. If LESSEE shall fail to cause such liens to be discharged of record or bonded within the aforesaid 60-day period (unless LESSEE shall contest the validity of such lien as aforesaid) or satisfy such liens within sixty (60) days after any judgment in favor of such lien holders from which no further appeal might be taken, then LESSOR shall have the right to cause the same to be discharged. All amounts paid by LESSOR to cause such liens to be discharged shall constitute additional Basic Rent payable by LESSEE to LESSOR.

5.4 Liens of LESSOR. If, because of any act or omission of LESSOR, any lien, charge, or order for the payment of money shall be filed against the Property, LESSOR shall, at its own expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from LESSEE to LESSOR of the filing thereof, and LESSOR shall indemnify and save harmless LESSEE against and from costs, liabilities, suits, penalties, claims and demands. If LESSOR shall fail to cause such liens to be discharged or bonded within the aforesaid 60-day period, or if prior to the expiration of such 60-day period LESSEE's quiet enjoyment of the Property shall be affected or threatened as a result thereof, LESSEE, upon ten (10) days notice to LESSOR shall have the right to cause the same to be discharged. All amounts paid by LESSEE may be deducted from subsequent installments of the rent payable hereunder.

Article 6 **Maintenance, Alterations and Additions**

6.1 Condition of Property and Repairs. By taking possession of the Property, LESSEE shall be deemed to have accepted the Property as being in good condition and suitable for Lessee's intended purposes.

6.2 LESSOR's Representations and Disclosures. LESSOR represents that it owns good and marketable title to the Property subject only to deeds of trust of record.

6.3 Maintenance Obligations. LESSEE shall, at LESSEE's sole cost and expense during the term hereof, keep equipment and improvements that may be located upon the property in good condition and repair and the property shall be kept clean and free of weeds and debris.

6.4 Alterations and Additions. LESSEE may make additions or improvements to or alterations of the Property with written approval of LESSOR. All maintenance and repair, and each such addition improvement or alteration (i) must not, individually or in the aggregate, lessen the Fair Market Value of the Property or materially detract from the Property's usefulness (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all legal requirements and all insurance requirements.

Article 7 Indemnification

7.1 Indemnification. LESSEE hereby indemnifies, and shall protect and hold LESSOR harmless from and against all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising, or alleged to arise from or in connection with (a) any injury, to, or the death of any person or loss or damage to property on or about the Property arising from or connected with the use of the Property by LESSEE during the term, or (b) performance of any labor or services or the furnishing of any materials or other property in respect to the Property or any part thereof by or at the request of LESSEE. LESSEE will resist and defend any action, suit or proceeding brought against LESSOR by reason on any such occurrence.

Article 8 Insurance

8.1 Coverage by LESSEE. LESSEE will maintain with insurers, authorized to do business in the State of Nevada, and which are well rated by any recognized national rating organization, insurance in the following form and amount:

(a) Fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amount sufficient to prevent LESSOR and LESSEE from becoming co-insurers of any loss but in any event in amount not less than the then Full Insurable Value of LESSEE's personal property and equipment and trade fixtures, as determined from time to time (but not less often that once every three years) by the insurer or insurers.

(b) Comprehensive general public liability insurance against claims for bodily injury, death or property damage arising out of the use or occupancy of the Property by LESSEE, in a single limit, single policy amount of not less than One Million Dollars (\$1,000,000.00).

William Landis Carpen Attorney at Law
215 W. Bridge St. Suite 3
Yerington, NV 89447 (775) 463-5663

8.2 Policy, Terms and Conditions. The policies of insurance required to be maintained by LESSEE pursuant to this Article shall name as the insured parties LESSOR and LESSEE, as their respective interests may appear, and may be carried under blanket policies maintained by the parties if such policies comply with the provisions of this subsection. The fire policies may provide for such deductible amounts not in excess of \$5,000.00 and such policies shall provide for a reserved amount of thereunder with respect to the Property so as to assure that the amount of insurance required by section 8.1 (a) and 8.2 will be available notwithstanding any losses with respect to other property covered by such blanket policies. The policies of insurance required to be maintained pursuant to sections 8.1 (a) and 8.2 shall (i) bear a standard first mortgagee endorsement in favor of any holder or holders of a first mortgage lien or security interest in the Property with loss payable to such holder or holders for application as provided in Article 9, (ii) provide for the benefit of such holder or holders, that thirty (30) days prior written notice of cancellation, termination, modification or lapse of coverage shall be given, (iii) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Property against the perils involve, whether collectible or not, (iv) any work in or about the property shall not affect the policy coverage.

8.3 Insurance Certificate. Promptly after the commencement of the term of this Lease, LESSEE shall deliver to LESSOR certificates of the insurers evidencing all the insurance which is required to be maintained hereunder and, within thirty (30) days prior to the expiration of any such insurance, other certificates evidencing the renewal of such insurance.

Article 9
Use, Operation of Business

9.1 LESSEE shall use the Property only for the operation of sign substantially similar to that depicted in Exhibit "B" attached hereto and for no other purposes, without the prior written consent of LESSOR.

Article 10
Priorities

10.1 This Lease and any renewal or extension hereof, including all rights of LESSEE there under, are, and shall be, subject or subordinate to any mortgage, deed of trust, or other encumbrance, lien, or security interest, and to all renewals, modifications, consolidations, replacements, and extensions thereof, that may now affect the Property.

Article 11
LESSEE's Fixtures and Equipment

11.1 LESSOR agrees that all fixtures, signs, equipment or other personal property of whatever kind and nature kept or installed on the Property by LESSEE shall not become the property of LESSOR or a part of the realty.

Article 12
Surrender

12.1 Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Property to LESSOR in good order and condition, except for ordinary wear and tear. LESSEE shall remove from the Property on or prior to such expiration or earlier termination all of its property situated thereon and shall repair any damage caused by such removal.

Article 13
Certificates

13.1 Either party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee of proposed purchaser, or any other Person specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other Person to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on the party executing same.

Article 14
Events of Default, Remedies, Early Termination

14.1 Default. Any of the following occurrences, conditions or acts shall constitute an "Event of Default" under this Lease:

- (a) If LESSEE shall:
 - (i) default in the observance or performance of any provision of this Lease, and if such default shall continue for thirty (30) days after LESSOR shall have given written notice to LESSEE specifying such default and demanding that the same be cured (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, in which case LESSEE shall have such longer period as shall be necessary to cure the default, so long as LESSEE proceeds promptly to cure the same within such 30-day period, prosecutes the cure to completion with due diligence, and advises LESSOR from time to time, upon LESSOR's request, of the actions which LESSEE is taking and the progress being made); or
 - (b) If the Property shall be abandoned by LESSEE for a period of thirty (30) consecutive days; or

William Landis Carpent Attorney at Law
215 W. Bridge St. Suite 3
Yerington, NV 89447 (775) 463-5663

(c) If the estate or interest of LESSEE in the Property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within thirty (30) days after such levy or attachment.

14.2 Early Termination: Notwithstanding anything herein to the contrary, Lessor, in its sole discretion, and for any reason shall have the right, upon ninety (90) days notice to Lessee, to terminate this lease before the end of the term.

Article 15
Notices

15.1 All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class registered or certified mail, postage prepaid, addressed as follows:

- (a) If to LESSEE, at: City Manager
City of Yerington
PO Box 479
Yerington, NV 89447
- (b) If to LESSOR, at: District Manager
Walker River Irrigation District
PO Box 820
Yerington, NV. 89447

or at such other address as LESSEE or LESSOR shall have furnished to the other party in writing.

Article 16
Miscellaneous

16.1 Binding Effect. This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Lease may not however be assigned by the LESSEE without the express permission of the LESSOR.

16.2 Severability. If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

16.3 Quiet enjoyment. Upon due performance of the covenants and agreements to be performed by LESSEE under this Lease, LESSOR covenants that LESSEE shall and may at all times peaceably and quietly have, hold and enjoy the Property during the term of this Lease.

16.4 Captions. The table of contents, the Article titles and the Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

16.5 Relationship of parties. LESSOR and LESSEE shall not be considered or deemed to be joint venture's or partners and neither shall have the power to bind or obligate the other except as set forth herein.

16.6 Construction. All terms used in this Lease, regardless of the number or gender in which they used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter as the context or sense of this Lease or any section, subsection or clause herein may require as if such terms had been fully and properly written in such a number or gender.

16.7 Modification. No changes, additions or interlineation made to this Lease shall be binding unless initialed by each of the parties.

16.8 Time is of the Essence. Time is of the essence of this Agreement.

16.9 Entire Agreement. All prior agreements between the parties related to the Property or Personal Property on the Property are incorporated into this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

16.10 Recording. This Agreement shall not be recorded.

16.11 No Construction against Drafting Party. All provisions of this Agreement are negotiated and consented to by both parties, and no provisions are offered on a "take-it-or-leave-it" basis. Each party has had the opportunity to retain legal counsel to review and offer revisions to this Agreement. This writing evidencing the Agreement between the parties is the joint product of both parties. Therefore, the rule that ambiguous contract provisions be construed against the drafter shall not apply to this Agreement.

16.12 Waiver. The failure by LESSOR to declare default by LESSEE shall not be considered or construed as a waiver of such rights either with regard to any then existing default by LESSEE or any further or future default by LESSEE.

16.13 Right of Entry. During the term of the lease, LESSEE shall permit LESSOR and its agents to inspect the Property during business hours upon reasonable written notice for any purpose. LESSOR and its agents may enter the Property at any time without prior notice in an emergency to protect the Property. This section is not to be construed as creating or increasing any obligation on the LESSOR's part under this Agreement.

16.14 Assignment and Subletting. LESSEE will not assign this Lease or sublet any portion of the premises without prior written consent of the LESSOR. Any such assignment or subletting without consent will be void and, at the option of the LESSOR, will terminate this lease.

William Landis Carpen) Attorney at Law
215 W. Bridge St. Suite 3
Yerington, NV 89447 (775) 463-5663

16.15 Hazardous Materials. LESSEE will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in LESSEES business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. LESSEE will be responsible for the cost of removal of any toxic contamination caused by LESSEE's use of the premises.

16.16 Attorney Fees. In any action or proceeding involving a dispute between LESSOR and LESSEE arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.

Article 17
Definitions

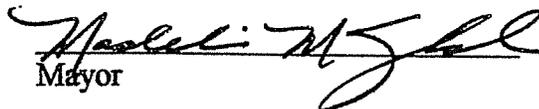
17.1 As used in this Lease, the following terms have the following respective meanings:

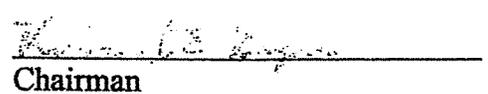
- (a) Commencement Date: April 1st, 2000.
- (b) Termination Date: March 31st, 2019.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

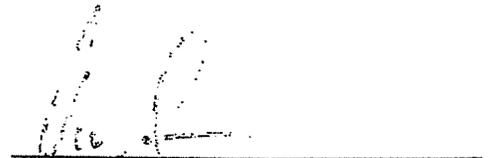
LESSEE:
City of Yerington

LESSOR:
Walker River Irrigation District

by: 
Mayor

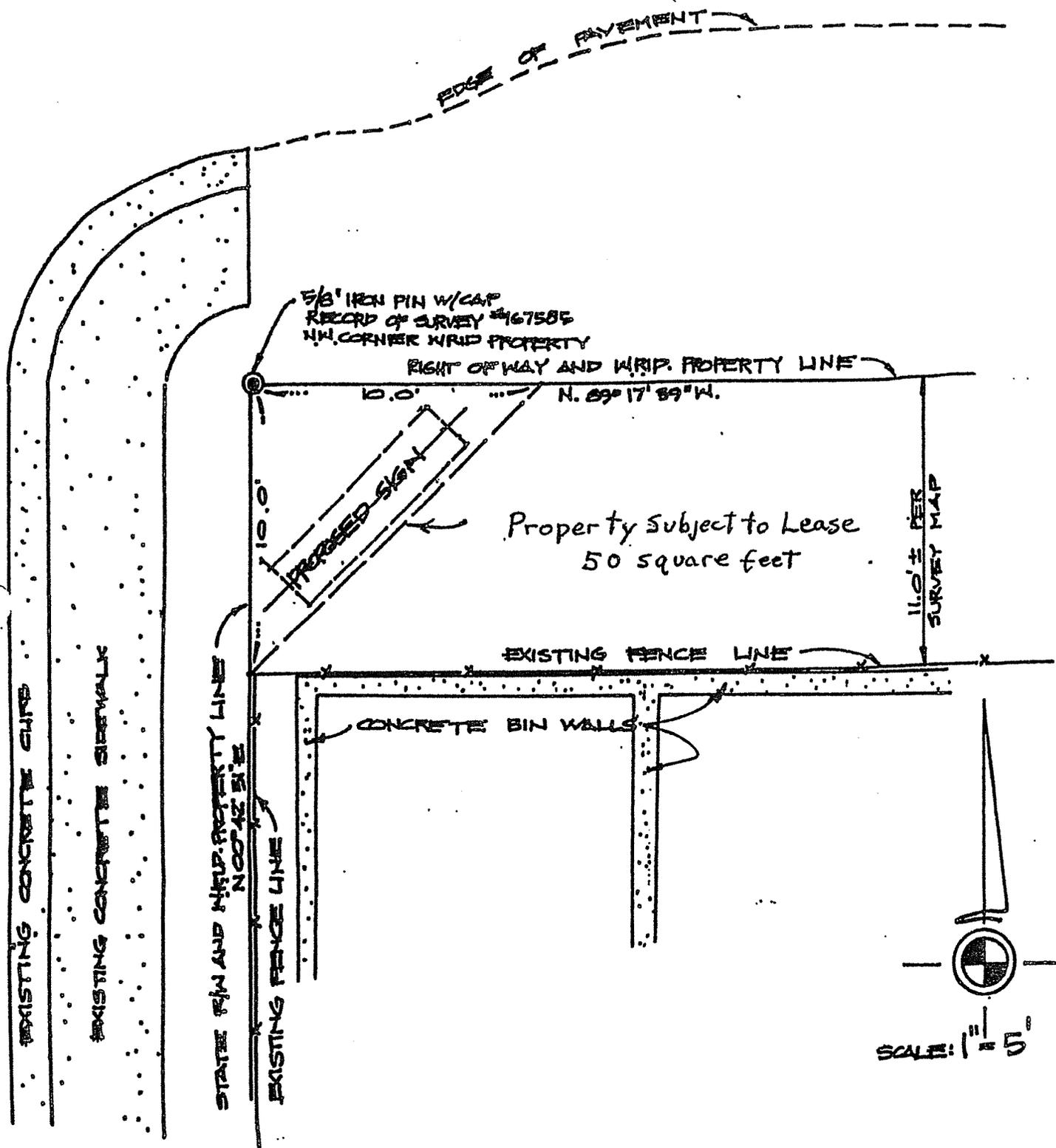
by: 
Chairman

Attest: 
City Clerk

Attest: 
Secretary

JOE PARR BLVD. (GOLDFIELD)

MAIN STREET



REVISED PLOT PLAN
INFORMATIONAL SIGN
CITY OF YERINGTON, NY.

JOE PARR BLVD. (GOLDFIELD)

Exhibit "A" AMENDED

MAIN STREET

EXISTING CONCRETE CURB

EXISTING CONCRETE SIDEWALK

STATE R/W AND W/UP. PROPERTY LINE
N 00° 42' 51" E 15'

EXISTING FENCE LINE

5/8" IRON PIN W/CAP
RECORD OF SURVEY #167585
N.W. CORNER W/UP PROPERTY

RIGHT OF WAY AND W/UP. PROPERTY LINE

10.0'

N 89° 17' 29" W

ORIGINAL LEASE LINE

ACTUAL SIGN LOCATION

NEW BLOCK WALL

SUGGESTED NEW LEASE LINE

EXISTING FENCE LINE

CONCRETE BIN WALLS

11.0' ± PER SURVEY MAP

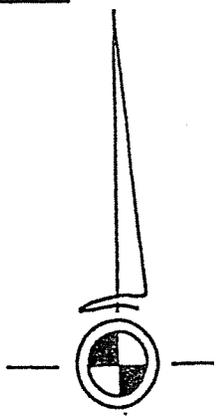
By: *[Signature]*

2/11/2000
Date

By: _____

Date

SCALE: 1" = 5'



AMENDED

PLAT TO ACCOMPANY LEASE FOR
INFORMATIONAL SIGN
CITY OF YERINGTON, NY.

ITEM

#7

Mayor's Committee Appointments

(The Mayor is an ex officio member of each committee)

ADMINISTRATIVE COMMITTEE

RECORDS COMMITTEE:

Selena Catalano
City Manager
Interim City Clerk

ECOMONIC DEVELOPMENT:

John Garry
Selena Catalano
City Manager
Fire Chief

PUBLIC SAFETY COMMITTEE

MASON VALLEY FIRE BOARD:

Selena Catalano

POLICE COMMITTEE:

Shane Martin
Jerry Bryant
City Manager
Police Chief

PUBLIC WORKS COMMITTEE

AIRPORT COMMITTEE:

Jerry Bryant
Terceira Schunke
City Manager
Public Works Director

ANIMAL CONTROL COMMITTEE:

Terceira Schunke
City Manager
Police Chief
Public Works Director
City Animal Control Officer
Volunteer
Volunteer

STREET COMMITTEE:

Jerry Bryant
Selena Catalano
City Manager
Public Works Director

WATER/SEWER COMMITTEE:

Selena Catalano
Shane Martin
City Manager
Public Works Director

STATE WATER PLAN REVIEW:

Public Works Director

Shane Martin (Alt)

PARK COMMITTEE:

Selena Catalano
Terceira Schunke
City Manager
Public Works Director

APPOINTED BY MAYOR

MAYOR PRO TEM:

Selena Catalano

CITY ROOM TAX BOARD:

Terceira Schunke

LYON COUNTY ROOM TAX BOARD:

Terceira Schunke

DEBT MANAGEMENT / BOND COMMISSION:

Rita Evasovic

CHAMBER OF COMMERCE REPRESENTATIVE:

City Manager
Alt: Interim City Clerk

OTHER APPOINTMENTS

CITY/COUNTY:

Jerry Bryant
City Manager
Police Chief
Public Works Director

RTC:

Rita Evasovic
Shane Martin (Alt)

LEPC:

Police Chief

NEVADA LEAGUE OF CITIES:

Nominating Committee: John Garry

ITEM

#8

October 14, 2019

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

President Steve Douglas
Vice President Robert Arigoni
Commissioner Joan Blake
Commissioner Eric Bodenstein
Commissioner Elmer Bull
City Attorney Neal Falk (via telephone)
City Manager Robert Switzer
Planning Commission Secretary Jesslyna Cochrane
Administrative Director/Interim City Clerk Sheema Shaw

Guests:

Rick Christian of Denson Surveying

Meeting was called to order at 4:00 pm by President Douglas, rollcall was taken and pledge of allegiance was led by Commissioner Blake.

Agenda Approval

Commissioner Bull made a motion to approve the agenda for the October 14, 2019 meeting as presented, seconded by Commissioner Blake. President Douglas asked for public comments. There were no public comments and the motion carried unanimously.

Minutes

Commissioner Blake made a motion to approve the minutes of the September 9, 2019 meeting, seconded by Commissioner Parrott. President Douglas asked for public comments. There were no public comments and the motion carried unanimously.

Parcel Map Application. JAMES COLLINS, has submitted a Parcel Map Application to split parcel 001-032-04 into two separate parcels at 514 N Oregon St.

Mr. Rick Christian of Denson Surveying addressed the board on behalf of James Collins. Mr. Christian stated we are splitting two existing residents on the same parcel to put them on separate parcels which would create a flag lot. President Douglas stated in the past we have always discouraged flag lots, however, he understands it. Mr. Christian stated creating the flag lot as presented is the best way to handle this situation where we have two existing residents on one parcel and to maintain a permanent access from Oregon St. to the back house.

Commissioner Bull asked why there is opposition to flag lots. President Douglas stated the policy from the city has been for fire apparatus access and potential conflicts down the road, however, in this instance he didn't think either of those were a concern.

President Douglas stated he hopes the front lot owner is aware that another quarter of his property is taken up by utility easements so they would never be able to build any structure over those easements. Mr. Christian stated on the north side of the house on the front lot there would be no room to put anything anyway.

President Douglas asked how far up the new driveway will the house set. Mr. Christian stated it's more than 25 feet. President Douglas asked what the city would consider the front of this lot be, the north boundary line or the partial boundary line that faces Oregon St. If so the zoning requirements would be that the house would have to be at least 20 feet off if the one if it faces Oregon St. Mr. Christian stated the rear house is at least 20 feet.

Commissioner Blake asked if the parcel south is affected at all. Mr. Christian stated no.

Vice President Arigoni asked what the possibility of another structure going in to the east of that, could this be divided again. Mr. Christian stated no, he doesn't foresee it being divided again under the current code. They have a 25 foot strip up to Oregon St. as the only access, he does know Mr. Collins has talked about putting a garage and shop in the back for personal use.

President Douglas stated that one thing he learned was the land use code is 310 which allows two single family residence per parcel. One way we could stop further issues with dividing this parcel anymore is to change the land use code.

President Douglas asked if Chief Draper had any negative thought on this. Commissioner Parrott stated she spoke with Chief Draper and he said it will be within 500 feet of the fire hydrant and there is plenty of room for fire access.

City Manager Switzer stated from the city standpoint there is no specific prohibition that restricts flag lots in our ordinances, however, that doesn't mean the planning commission or council can't come back and define that better and then more highly regulate it. Sometimes addressing these parcels can be a problem but we have no specific prohibition.

Commissioner Bodenstein asked if we could go about putting a stipulation to change the land use code only allowing one residence on this parcel and then they wouldn't be able to put another house there. President Douglas stated we can certainly entertain action with conditions.

Vice President Arigoni asked if letters were mailed to the surrounding property owners. Planning Commission Secretary Cochrane stated yes.

Mr. Christian stated he could inform Mr. Collins to add a note on the map that no additional residential structures can be built on lot 7A.

Commissioner Bodenstein made a motion to approve the parcel map application from James Collins to divide APN 001-032-04 into two parcels at 514 N Oregon St. with a condition put on the map that lot 7A only be allowed one residence. Seconded by Commissioner Parrott President Douglas asked for public comments. There were no Public comments and the motion carried unanimously.

President Douglas asked for public comments, there were none.

There being no further business the meeting was adjourned.

Steve Douglas
Planning Commission President

Jesslyna Cochrane
Planning Commission Secretary

DRAFT



YERINGTON PLANNING COMMISSION

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

YERINGTON PLANNING COMMISSION
MEETING AGENDA
OCTOBER 14th 2019 at 4:00 PM – CITY HALL

1. Meeting called to order, roll call reported and Pledge of Allegiance.

2. For Possible Action: Review and Approve the Agenda.

NOTICE RE: NRS 237: When the Planning Commission approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business. Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.

3. For Possible Action: Approve the Planning Commission Minutes of September 9th 2019.

4. For Possible Action: Parcel Map Application. James Collins submitted a Parcel Map Application to divide APN 001-032-04 into two parcels at 514 N Oregon ST.

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

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

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

I, Jesslyna Cochrane, do certify that the foregoing agenda was duly posted October 9th 2019 at the following locations: Yerington City Hall, Yerington Post Office, Lyon County Court House and the Lyon County Administrative Complex. For questions or supporting materials regarding this agenda, please contact Jessy Cochrane at (775) 463-3511.

Jesslyna Cochrane, Planning Commission Secretary

The City of Yerington is an equal opportunity provider

September 9, 2019 Meeting

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

President Steve Douglas
Vice President Robert Arigoni
Commissioner Joan Blake
Commissioner Eric Bodenstein
Commissioner Lacey Parrott
Commissioner Elmer Bull
Public Works Director Jay Flakus
Bookkeeper Pamela Argo
City Manager Robert Switzer

Absent: Planning Commission Secretary Jesslyna Cochrane, City Attorney Chuck Zumpft, Commissioner Travis Crowder

Guests: David Neisingh, Tom Ortiz

Meeting was called to order at 4:00 pm by President Douglas, rollcall was taken and pledge of allegiance was led by City Manager Robert Switzer.

Agenda Approval

Commissioner Blake made a motion to approve the agenda for the September 9, 2019 meeting as presented, seconded by Commissioner Parrot, President Douglas asked for public comments. There were no Public comments and the motion carried unanimously.

Minutes

Commissioner Arigoni made a motion to approve the minutes of the June 26, 2019 meeting, seconded by Commissioner Bull and the motion carried unanimously.

Special Use Permit. The applicant intends to extract CBD oil from hemp at 103 McLeod Street, APN 001-541-08.

Public Works Director Flakus stated the applicant could not turn in an application until he owned the property, they did everything they were supposed to do: however, the city dropped the ball and did not continue with the process of getting the meeting packets out and confirming the date. Public Works Director Flakus requested that we do not penalize the applicant because the City didn't do what they were supposed to do and consider the item.

President Douglas stated his understanding is that the application is completed but not turned in due to miscommunication. Public Works Director Flakus stated that is correct. President Douglas stated the meeting was scheduled three weeks ago so we knew this was coming up we just do not have the paper trail. President Douglas asked did the property close or

is there a letter authorizing the people that are occupying the building to use the facility. That is point A we cannot authorize a special use permit without that. If that is met and the Planning Commission is willing to go forward we will proceed. The board was in favor and the meeting continued.

Mr. David Neisingh presented the board on behalf of Extracttech and stated this property is perfect for what we are doing. What we are starting with is extracting CBD; however, there are other very interesting parts of this plant. In the next step we will be building another facility next to it which will be processing the hemp seed into protein isolated, hemp milk and all the other things made from hemp.

President Douglas asked for a brief description of the process. Mr. Neisingh stated they can process a wet fresh product which will cut the cost or loss from drying. The molecule in the plant is actually CBDA and to turn it into CBD some heat is added which is usually over 200 degrees which deteriorates the product. We figured out how to do it at 140 degrees. Mr. Neisingh stated we already have our hemp handler's permit from the AG department. We will have truckloads of about 700 acres worth of hemp coming in from Colorado and about the same from Pahrump. We have 2 processes, one is purely water based and the other is ethanol based. Mr. Neisingh stated we add food grade chemicals to it for mixing, put it through a screw press, which breaks it down, and does some dewatering. Then it goes into an extraction chamber where we either use ethanol or water with some chemistry. After that, the spent material goes into a dryer where under very high vacuum and low temperature we pull off the residual ethanol which is a very high value fertilizer product. We are bringing nutrients into this valley. Our Plan by the end of this year is to Process 30-tons a day on a dry a basis.

President Douglas asked if 30-tons a day is the goal. Mr. Neisingh stated yes, that's what the line is designed for. Commissioner Bull asked do you envision substantial production of hemp in this area. Mr. Neisingh stated the goal is to service this area. Commissioner Bull asked what other waste is produced that has to be processed and taken into consideration. Mr. Neisingh stated that's it, we have oil going one way, ethanol and water going another way. We do not use any harsh chemicals. Commissioner Bull asked is the ethanol is recycled. Mr. Neisingh stated once the product is washed in ethanol, the ethanol is evaporated and recycled. Nothing toxic. President Douglas asked if he was confident that he could get rid of the bio waste matter. Mr. Neisingh stated yes, it has a really good value and micronutrients.

Commissioner Bodenstein asked if there were obnoxious smells that come from the factory. Mr. Neisingh stated no there are no smells. Commissioner Bull asked Public Works Director Flakus and City Manager Switzer from a fiscal standpoint what does this mean to the city. City Manager Switzer stated we will get property tax down the road and permit fees collected by the city but at this point there are no negative impacts. Public Works Director Flakus stated they will use city water and sewer. Commissioner Bull asked what the average water consumption for the plant is. Mr. Neisingh stated it's not much. Commissioner Bodenstein asked how many people will be employed. Mr. Neisingh stated we will probably have 10 people on a shift, maybe up to 30 people.

Vice President Arigoni asked if the 5 conditions stated in the letter they received from the city were met. President Douglas asked for input from the audience, no comments. He then listed the 5 conditions from the letter. Public Works Director Flakus confirmed that they have met all 5 conditions.

Commissioner Parrott made a motion to approve agenda item number four, Special Use Permit for APN 001-541-08, seconded by Vice President Arigoni and the motion carried unanimously.

President Douglas asked for public comments, there were none.

There being no further business the meeting was adjourned.

Steve Douglas
Planning Commission President

Jesslyna Cochrane
Planning Commission Secretary

DRAFT

**PROOF OF
PUBLICATION**

**STATE OF WISCONSIN SS.
COUNTY OF BROWN**

YERINGTON/CITY OF
102 S MAIN ST

YERINGTON NV 89447

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada. Notice was published in the Mason Valley News/Leader Courier in the county of Lyon, state of Nevada. Mason Valley News is published in cooperation with the Reno Gazette Journal between the date: 10/02/2019 - 10/02/2019, for exact publication dates please see last line of Proof of Publication below.

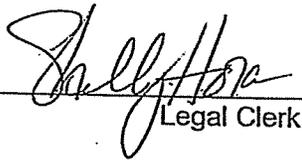
**YERINGTON PLANNING
COMMISSION
MEETING AGENDA
OCTOBER 14TH 2019 at 4:00 PM
- CITY HALL**

1. Meeting called to order, roll call reported and Pledge of Allegiance.
 2. For Possible Action: Review and Approve the Agenda.
 3. For Possible Action: Approve the Planning Commission Minutes of September 9th 2019.
 4. For Possible Action: Parcel Map Application. James Collins has submitted a Parcel map Application to divide APN 001-032-04 into two parcels at 514 N Oregon St.
- I, Jesslyna Cochrane, do certify that the foregoing agenda was duly posted October 9th 2019 at the following locations: Yerington City Hall, Yerington Post Office, Lyon County Court House and the Lyon County Administrative Complex. For questions or supporting materials regarding this agenda, please contact Jesslyna Cochrane at (775) 463-3511.
Jesslyna Cochrane, Planning
Commission Secretary

No. 3816438

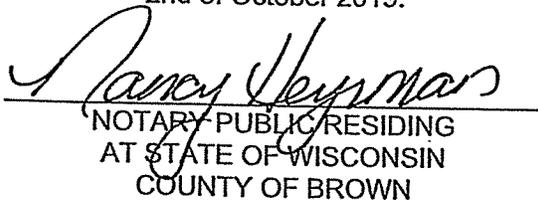
Oct 2, 2019

10/02/19



Legal Clerk

Subscribed and sworn before me this
2nd of October 2019.



NOTARY PUBLIC RESIDING
AT STATE OF WISCONSIN
COUNTY OF BROWN

Notary Expires: 5.15.23

Ad#:0003816438
P O : 10/14 Agenda
of Affidavits : 1

NANCY HEYRMAN
Notary Public
State of Wisconsin

RECEIVED

OCT 07 2019

REC 09/09/2019 J



PARCEL MAP APPLICATION
CITY OF YERINGTON
227 S. MAIN STREET
YERINGTON NV 89447
(775) 463-2729

Owner: James H. Collins Surveyor: Denson Surveying Inc.
Address: P.O. Box 1065 Address: P.O. Box 528
City/State/Zip: Virginia City, Nv 89440 City/State/Zip: Yerington, Nv 89447
Telephone: _____ Telephone: (775) 463-3611
Assessor's Parcel Number: 001-032-04 Zoning: R1

REQUIRED ITEMS FOR APPLICATION

1. Nine (9) copies of Parcel Map.
 - a. Eight sets to be a minimum size of twenty four inches by thirty two inches (24"x 32")
 - b. One set to be a minimum size of eleven inches by seventeen inches (11" x 17") or half size.
2. One (1) copy of the Deed.
3. One (1) copy of the Metes and Bounds description.
4. Application fee of \$250.00. Non-refundable.
Note: Map must be prepared by a registered Nevada Land Surveyor.

OWNERS OR REPRESENTATIVE'S CERTIFICATE:

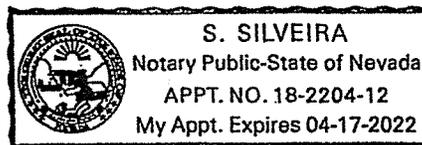
All the facts as stated herein are correct to the best of my knowledge and belief.

Rick P. Christian
Signature of Owner or Representative

State of Nevada
County of Lyon

On the 5th day of September, 2019 personally appeared before me
Rick P. Christian S. Silveira, a Notary Public,
Rick P. Christian who acknowledged that he executed the
above instrument.

Notary Public



AFFIDAVIT

PROPERTY TAX:

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

- 001-032-04
- _____
- _____
- _____
- _____
- _____
- _____

Per Computer Per Telephone Call

Dated this _____ day of _____, 20_____.

Amos Bull

Deputy City Clerk



First American Title™

Owner's Policy of Title Insurance

ISSUED BY:

First American Title Insurance Company

Owner's Policy

POLICY NUMBER:

5011400-2156307c

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 16 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: 00238768

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Policy is void only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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*First American Title*TM

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-2156307E

Schedule A

Name and Address of Title Insurance Company: **FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707**

Order No.: **00238768-016-DC2-TW**

Address Reference: **514 N. Oregon Street, Yerington, NV 89447**

Amount of Insurance: **\$50,000.00**

Premium: **\$487.00**

Date of Policy: **August 24, 2018 at 10:24 AM**

1. Name of Insured:
James H. Collins
2. The estate or interest in the Land that is insured by this policy is:
A FEE
3. Title is vested in:
James H. Collins, an unmarried man
4. The Land referred to in this policy is described as follows:
See Exhibit A attached hereto and made a part hereof.

By: *Mia Dubois*

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	POLICY NUMBER 5011400-2156307E

Order No.: 00238768-016-DC2-TW

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LYON, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

Lot 7 of Block A of the GREEN VALLEY SUBDIVISION according to the Official Plat thereof, filed in the Office of the County Recorder of Lyon County, Nevada, on December 2, 1952, as File No. 62924.

APN. 001-032-04



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B

POLICY NUMBER

5011400-2156307E

Order No: 00238768-016-DC2-TW

EXCEPTIONS FROM COVERAGE

PART I:

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

1. General and Special Taxes for the fiscal year 2018-2019, including any secured personal property taxes and any district assessments, a lien due and payable

Total Tax Amount for this fiscal year.	\$852.38	
First Installment due on or before August 20, 2018:	\$213.38,	Paid
Second Installment due on or before October 1, 2018:	\$213.00,	Paid
Third Installment due on or before January 7, 2019:	\$213.00,	Paid
Fourth Installment due on or before March 4, 2019:	\$213.00,	Paid
Assessors Parcel No.:	001-032-04	

2. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon. **NONF DUE**
3. Any liens, charges or assessments levied by the City of Yerington water, sanitary sewer and storm water utility district by reason that the land is located within said district. **PAID CURRENT**
4. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444.520.



*First American Title*TM

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-2156307E

Schedule B (Continued)

Order No.: 00238768-016-DC2-TW

5. Except all water, claims or rights to water, in or under said land.
6. Easements, provisions, recitals and dedications as delineated and set forth on the official map of said subdivision.
7. RIGHT OF WAY for any existing roads, canals, ditches, drain ditches, pipelines, poles or transmission lines, guy wires and anchors as may be located on or traversing said land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant,
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(e), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes:
- (A) successors to the Title of the insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
- (C) successors to an Insured by its conversion to another kind of Entity;
- (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
- (2) if the grantee wholly owns the named Insured;
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under this policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid; but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

Doc #: 585216

08/24/2018 10:24 AM Page: 1 of 2

OFFICIAL RECORD

Requested By: FIRST CENTENNIAL - RENO (MAIN OF

**Lyon County, NV
Dawna L. Warr, Recorder**

Fee: \$38.00 RPTT: \$195.00

Recorded By: dwarr

APN: 001-032-04

Escrow No. 00238768 - 016 - 23

RPTT 195.00

When Recorded Return to:

James H. Collins

Po Box 1065

Virginia City, NV 89440

Mail Tax Statements to:

Grantee same as above

SPACE ABOVE FOR RECORDERS USE

Grant, Bargain, Sale Deed

For valuable consideration, the receipt of which is hereby acknowledged, Jim Sciarani and Paul Sciarani, Co-Trustee(s) of The Eugo Sciarani Trust Agreement dated August 23, 1990, and any amendments thereto

do(es) hereby Grant, Bargain, Sell and Convey to James H. Collins, An Unmarried Man

all that real property situate in the City of Yerington/County of Lyon, State of Nevada, described as follows:

Lot 7 of Block A of the GREEN VALLEY SUBDIVISION according to the Official Plat thereof, filed in the Office of the County Recorder of Lyon County, Nevada, on December 2, 1952, as File No. 62924.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SPACE BELOW FOR RECORDER

Witness my/our hand(s) this 23rd day of AUGUST, 2018

The Eugo Sciarani Trust Agreement dated August 23, 1990, and any amendments thereto

Jim Sciarani
Jim Sciarani, Co-Trustee

Paul Sciarani
Paul Sciarani, Co-Trustee

STATE OF NEVADA
COUNTY OF LYON

This instrument was acknowledged before me on AUGUST 23rd, 2018
by Jim Sciarani and Paul Sciarani

Frankie Lemos
NOTARY PUBLIC



SPACE BELOW FOR RECORDER

Unofficial Copy

PARCEL 7A
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = 14673017.02, E = 2461937.82
Ending at N = 14673042.02, E = 2461938.13
N0d42'09"E Length = 25.00'

Line:

Beginning at N = 14673042.02, E = 2461938.13
Ending at N = 14673040.00, E = 2462103.16
S89d18'02"E Length = 165.04'

Line:

Beginning at N = 14673040.00, E = 2462103.16
Ending at N = 14673135.08, E = 2462104.32
N0d41'58"E Length = 95.08'

Line:

Beginning at N = 14673135.08, E = 2462104.32
Ending at N = 14673131.41, E = 2462403.43
S89d17'51"E Length = 299.13'

Line:

Beginning at N = 14673131.41, E = 2462403.43
Ending at N = 14673054.57, E = 2462375.65
S19d52'48"W Length = 81.70'

Line:

Beginning at N = 14673054.57, E = 2462375.65
Ending at N = 14673011.67, E = 2462376.28
S0d50'43"E Length = 42.91'

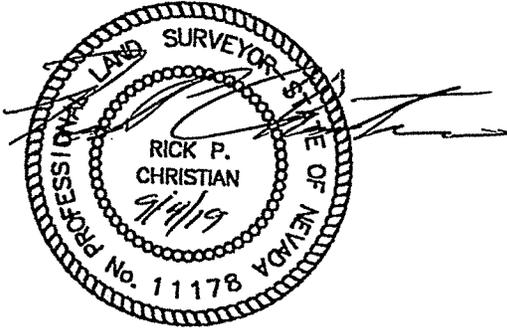
Line:

Beginning at N = 14673011.67, E = 2462376.28
Ending at N = 14673017.02, E = 2461937.82
N89d18'02"W Length = 438.49'

Boundary is closed.

Total length = 1147.3590'

Total area = 37881.23 Sq.Ft.
Total area = 0.87 Acres



EXP:12/31/20

PARCEL 7B
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = 14673137.10, E = 2461939.30
Ending at N = 14673135.08, E = 2462104.32
S89d17'51"E Length = 165.04'

Line:

Beginning at N = 14673135.08, E = 2462104.32
Ending at N = 14673040.00, E = 2462103.16
S0d41'58"W Length = 95.08'

Line:

Beginning at N = 14673040.00, E = 2462103.16
Ending at N = 14673042.02, E = 2461938.13
N89d18'02"W Length = 165.04'

Line:

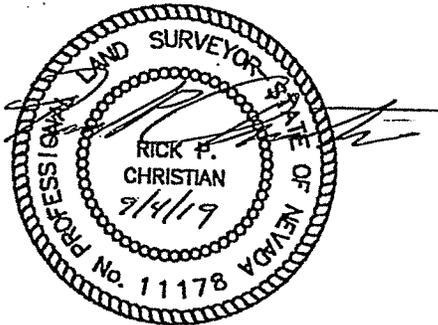
Beginning at N = 14673042.02, E = 2461938.13
Ending at N = 14673137.10, E = 2461939.30
N0d42'09"E Length = 95.09'

Boundary is closed.

Total length = 520.2512'

Total area = 15692.93 Sq.Ft.

Total area = 0.36 Acres



EXP:12/31/20

TOTAL AREA SURVEYED
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = 14673137.10, E = 2461939.30
Ending at N = 14673131.41, E = 2462403.43
S89d17'51"E Length = 464.17'

Line:

Beginning at N = 14673131.41, E = 2462403.43
Ending at N = 14673054.57, E = 2462375.65
S19d52'48"W Length = 81.70'

Line:

Beginning at N = 14673054.57, E = 2462375.65
Ending at N = 14673011.67, E = 2462376.28
S0d50'43"E Length = 42.91'

Line:

Beginning at N = 14673011.67, E = 2462376.28
Ending at N = 14673017.02, E = 2461937.82
N89d18'02"W Length = 438.49'

Line:

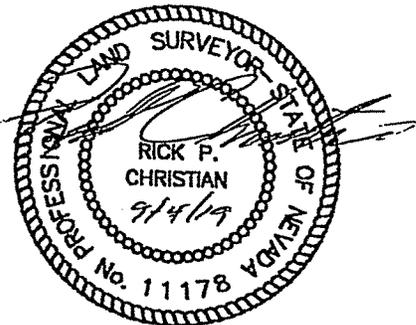
Beginning at N = 14673017.02, E = 2461937.82
Ending at N = 14673137.10, E = 2461939.30
N0d42'09"E Length = 120.09'

Boundary is closed.

Total length = 1147.3628'

Total area = 53574.14 Sq.Ft.

Total area = 1.23 Acres



EXP:12/31/20

PARCEL 7A
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = 14673017.02, E = 2461937.82
Ending at N = 14673042.02, E = 2461938.13
N0d42'09"E Length = 25.00'

Line:

Beginning at N = 14673042.02, E = 2461938.13
Ending at N = 14673040.00, E = 2462103.16
S89d18'02"E Length = 165.04'

Line:

Beginning at N = 14673040.00, E = 2462103.16
Ending at N = 14673135.08, E = 2462104.32
N0d41'58"E Length = 95.08'

Line:

Beginning at N = 14673135.08, E = 2462104.32
Ending at N = 14673131.41, E = 2462403.43
S89d17'51"E Length = 299.13'

Line:

Beginning at N = 14673131.41, E = 2462403.43
Ending at N = 14673054.57, E = 2462375.65
S19d52'48"W Length = 81.70'

Line:

Beginning at N = 14673054.57, E = 2462375.65
Ending at N = 14673011.67, E = 2462376.28
S0d50'43"E Length = 42.91'

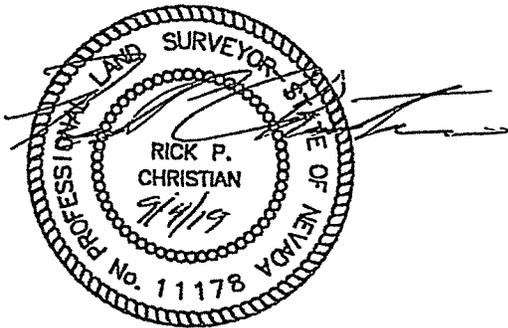
Line:

Beginning at N = 14673011.67, E = 2462376.28
Ending at N = 14673017.02, E = 2461937.82
N89d18'02"W Length = 438.49'

Boundary is closed.

Total length = 1147.3590'

Total area = 37881.23 Sq.Ft.
Total area = 0.87 Acres



EXP:12/31/20

PARCEL 7B
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = 14673137.10, E = 2461939.30
Ending at N = 14673135.08, E = 2462104.32
S89d17'51"E Length = 165.04'

Line:

Beginning at N = 14673135.08, E = 2462104.32
Ending at N = 14673040.00, E = 2462103.16
S0d41'58"W Length = 95.08'

Line:

Beginning at N = 14673040.00, E = 2462103.16
Ending at N = 14673042.02, E = 2461938.13
N89d18'02"W Length = 165.04'

Line:

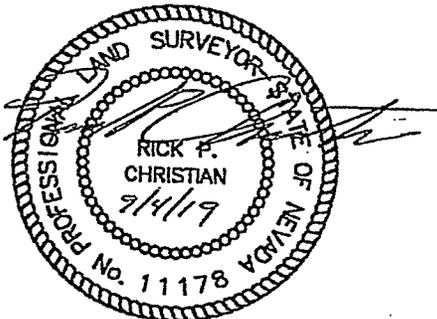
Beginning at N = 14673042.02, E = 2461938.13
Ending at N = 14673137.10, E = 2461939.30
N0d42'09"E Length = 95.09'

Boundary is closed.

Total length = 520.2512'

Total area = 15692.93 Sq. Ft.

Total area = 0.36 Acres



EXP:12/31/20

TOTAL AREA SURVEYED
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = 14673137.10, E = 2461939.30
Ending at N = 14673131.41, E = 2462403.43
S89d17'51"E Length = 464.17'

Line:

Beginning at N = 14673131.41, E = 2462403.43
Ending at N = 14673054.57, E = 2462375.65
S19d52'48"W Length = 81.70'

Line:

Beginning at N = 14673054.57, E = 2462375.65
Ending at N = 14673011.67, E = 2462376.28
S0d50'43"E Length = 42.91'

Line:

Beginning at N = 14673011.67, E = 2462376.28
Ending at N = 14673017.02, E = 2461937.82
N89d18'02"W Length = 438.49'

Line:

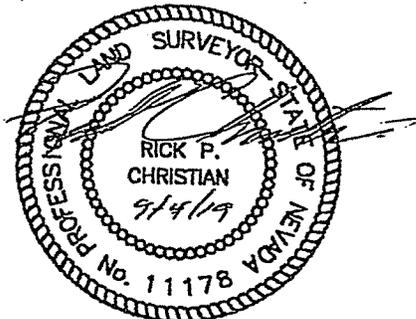
Beginning at N = 14673017.02, E = 2461937.82
Ending at N = 14673137.10, E = 2461939.30
N0d42'09"E Length = 120.09'

Boundary is closed.

Total length = 1147.3628'

Total area = 53574.14 Sq.Ft.

Total area = 1.23 Acres



EXP:12/31/20

ITEM

#9

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 27, 2017.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: **October 10, 2019.**

Background Data

Effective Date of Owner-Engineer Agreement: March 27, 2017

Owner: City of Yerington

Engineer: Farr West Engineering

Project: City of Yerington Water Rehabilitation Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

Modifications of payment to Engineer

Description of Modifications:

Amendment 3 includes three components:

- 1. Restructuring of the engineering fee estimates, identified in Exhibit C2.01.A.1 and C2.04.A.1, due to additional easement and permitting efforts. No cost change.*
- 2. Additional Services for construction staking provided by Engineer.*
- 3. Additional Services for SCADA integration and upgrades to existing SCADA required from project impacts.*

Fee estimates have been further identified resulting in modifications in amounts. Attachment A has been included to identify the modifications.

Agreement Summary:

Original agreement amount:	\$2,933,985.00
Net change for prior amendments:	\$0.00
This amendment amount:	\$279,709.20
Adjusted Agreement amount:	\$3,213,694.20

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Yerinton

Farr West Engineering

By: _____
Print
name: _____

By: Brent Farr
Print
name: Brent Farr

Title: _____

Title: President

Date Signed: _____

Date Signed: 10-10-19

AGENCY CONCURRENCY:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

**City of Yerington Water Rehabilitation Project
Amendment 3
Attachment A**

Task #	Task	Budget	Labor	Expenses	Subs
1.0	Water	\$ 3,213,694.20	\$ 2,798,771.50	\$ 53,599.50	\$ -
1.1	Final Design (Preliminary)	\$ 18,200.00	\$ 18,200.00	\$ -	\$ -
1.2	Final Design	\$ 1,704,824.04			
1.3	Bidding Assistance	\$ 27,988.04	\$ 27,899.54	\$ 88.50	\$ -
1.4	Construction Administration	\$ 495,175.68	\$ 490,526.18	\$ 4,649.50	\$ -
1.5	Project Closeout	\$ 57,063.24	\$ 56,914.74	\$ 148.50	\$ -
1.6	RPR - Construction Observation	\$ 549,120.00	\$ 505,240.00	\$ 43,880.00	\$ -
1.7	Additional Services - Survey	\$ 81,614.00	\$ 53,439.00	\$ -	\$ 28,175.00
1.8	Additional Services - Construction Staking	\$ 222,007.50			
1.9	Additional Services - SCADA	\$ 57,701.70			

		Staking only - Duration of the Project				
Feature	Total	# stakes	Hours to stake	Days	Based on 6 stakes an Hour for an 8 hour day Onsite	
Water Main	102655	1026.55	171	100 foot stations		
Sewer Main	77063	770.63	128	100 foot stations		
Manholes	293	586	98	Double Offset points		
Fire Hydrants	142	284	47	single offset point		
Water Meters	1000	1000	167	single offset point		
Sewer Cleanouts	1288	1288	215	single offset point		
Water Valves	522	522	87	single offset point		
ArV's	6	6	1	single offset point		
Flush Valves	5	5	1	single offset point		
Total (Field and Travel)					\$300,014	
Office Calcs					\$104,880 8 Hours a week average	
Office Processing and Cut Sheets					\$32,490 3 Hours a week average	
					<u>\$437,384 Total Staking</u>	

WATER \$222,007.50
SEWER \$215,376.50

Colony from being accounted for under the City's project to being accounted for under the Paiute project. Below is a summary of sewer quantity to be reallocated.

Table 8 – Paiute Tribe Sewer Addition Estimate

Yerington Paiute Tribe Sewer Addition					
Item	Quantity	Unit	Description	Unit Price	Total
1	0	LS	Mobilization and Demobilization (5%)	\$0.00	\$0.00
2	775	LF	SDR 35 PVC Sanitary Sewer Pipe 8 In. Diam.	\$100.00	\$77,500.00
3	2	EA	Sewer Manhole 48 In. Diam., Type I	\$6,000.00	\$12,000.00
4	8	EA	Sanitary Sewer Lateral (4 Inch Diam.) - Sewer Main to City Cleanout	\$3,500.00	\$28,000.00
5	27	EA	Sanitary Sewer Lateral (4 Inch Diam.) - City Cleanout to Residence, Type I	\$5,100.00	\$137,700.00
6	27	EA	Sanitary Sewer Cleanout (4 Inch), Double Wye	\$400.00	\$10,800.00
7	2000	SF	Remove and Replace Concrete Flatwork - Private	\$20.00	\$40,000.00
8	65	LF	Remove and Replace Concrete Curb and Gutter	\$55.00	\$3,575.00
9	2400	SF	AC Pavement - Trench Patch	\$5.50	\$13,200.00
Total Construction Estimate					\$322,775.00
Construction Contingency (15%)					\$48,416.25
Engineering Planning Efforts					\$0.00
Engineering & Inspection					\$0.00
Land Acquisition					\$0.00
Legal					\$0.00
Permitting					\$0.00
TOTAL					\$371,191.25

7.12 Alternative 13A – SCADA Upgrade Alternatives

As previously discussed in this PER Amendment, the City's SCADA system is aging and holds inefficiencies and risk within the monitoring of its water and sewer facilities. The new sewer lift station presented in this PER Amendment includes SCADA components to be installed to properly monitor the facility. The SCADA components for this lift station are more sophisticated than the existing SCADA components and would require upgrades to other site's SCADA to receive the information – Modbus and software updates. The new lift station is an in-kind replacement of the existing Pearl Street lift station that will no longer require SCADA upgrades, so the associated costs for this site are no longer required. Additionally, the significant improvements at the Airport lift station site are structure related and will rehabilitate the site to a sustainable status. The upgrades to this sites SCADA would bring all aspects to a current rehabilitated state.

Lastly, the overall polling SCADA approach would be antiquated resulting in a need to upgrade radios to the remaining two sewer lift stations. The significant investment into the City's sewer infrastructure within the Water and Sewer Rehabilitation Project warrant the low-cost improvements to the sites included and the sites impacted from work to be performed within the project. Once these SCADA improvements are made, the City's SCADA system will perform at a higher level, lower potential risk, and allow the sewer system to be monitored properly.

Table 9 – SCADA Upgrade Estimate

Miscellaneous SCADA Upgrades					
Item	Quantity	Unit	Description	Unit Price	Total
1	1	LS	Lift Station Upgrades	\$20,947.50	\$20,947.50
2	1	LS	Well Radio Upgrades	\$12,463.50	\$12,463.50
3	1	LS	Upgrade to Modbus Flowmeters	\$4,200.00	\$4,200.00
4	1	LS	Convert Reporting to Dream Reports	\$7,875.00	\$7,875.00
5	1	LS	Convert Win-911 to Excele TopView for Alarm Notifications	\$7,875.00	\$7,875.00
6	1	LS	Email & Text Email Upgrades	\$1,575.00	\$1,575.00
7	1	LS	Communication Improvements	\$15,750.00	\$15,750.00
8	1	LS	Training	\$1,890.00	\$1,890.00
9	1	LS	Server Upgrades	\$31,500.00	\$31,500.00
Total Construction Estimate					\$104,076.00
Construction Contingency (15%)					\$15,611.40
Engineering Planning Efforts					\$0.00
Engineering & Inspection					\$0.00
Land Acquisition					\$0.00
Legal					\$0.00
Permitting					\$0.00
TOTAL					\$119,687.40

7.12.1 Alternative 13B – No Action

The City needs a SCADA system upgrade for both the water and sewer systems. As this PER Amendment incorporates work to be performed on sewer lift stations, this triggered the sewer system SCADA improvements to be considered for inclusion within the project. Water upgrades are not included for consideration. Under this alternative if no action is taken, the SCADA system for both water and sewer systems will continue to be antiquated and continue to perform as it does currently – false alarms and missing data. As a public utility purveyor, this alternative is not a consideration to operate water and sewer utilities and is not recommended within this PER Amendment.

7.13 Alternatives Comparison

Table 10 and Table 11 below show a comparison of the alternatives discussed for the Airport Rehabilitation (Alternative 10) and New Sewer Lift Station (Alternative 11) Projects. Alternatives 12 and 13 are separate project requirements that do not contain various alternative approaches and are not included in comparison consideration within this PER Amendment.

Each alternative was evaluated in the following areas: constructability, access (meaning ease for City crews to access the facilities), capacity, maintenance costs, lifespan, and construction costs. Each alternative was assigned a rating from 1-10 for each category with 1 being the worst and 10 being the best for each category. The alternative with the highest overall score is taken as the best overall project for the City. As shown, the proposed project, which is detailed in Section 8, is clearly the most favorable alternative.

ITEM

#10

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 27, 2017.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: **October 10, 2019.**

Background Data

Effective Date of Owner-Engineer Agreement: March 27, 2017

Owner: City of Yerington

Engineer: Farr West Engineering

Project: City of Yerington Sewer Rehabilitation Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

Modifications of payment to Engineer

Description of Modifications:

Amendment 3 includes three components:

- 1. Restructuring of the engineering fee estimates, identified in Exhibit C2.01.A.1 and C2.04.A.1, due to additional easement and permitting efforts. No cost change.*
- 2. Additional Services for construction staking provided by Engineer.*
- 3. Additional Services for SCADA integration and upgrades to existing SCADA required from project impacts.*

Fee estimates have been further identified resulting in modifications in amounts. Attachment A has been included to identify the modifications.

Agreement Summary:

Original agreement amount:	\$2,658,151.00
Net change for prior amendments:	\$0.00
This amendment amount:	\$277,362.20
Adjusted Agreement amount:	\$2,935,513.20

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Yerington

Farr West Engineering

By:

By:

Print

Print

name:

name:

Title:

Title:

Date Signed:

Date Signed:

Brent Farr

BRENT FARR

PRESIDENT

10/10/19

AGENCY CONCURRENCY:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

**City of Yerington Sewer Rehabilitation Project
Amendment 3
Attachment A**

Task #	Task	Budget	Labor	Expenses	Subs
2.0	Sewer	\$ 2,935,513.20	\$ 2,529,215.50	\$ 53,599.50	\$ -
2.1	Final Design (Preliminary)	\$ 16,800.00	\$ 16,800.00	\$ -	\$ -
2.2	Final Design	\$ 1,517,572.96			
2.3	Bidding Assistance	\$ 26,988.96	\$ 26,900.46	\$ 88.50	\$ -
2.4	Construction Administration	\$ 461,899.32	\$ 457,249.82	\$ 4,649.50	\$ -
2.5	Project Closeout	\$ 52,673.76	\$ 52,525.26	\$ 148.50	\$ -
2.6	RPR - Construction Observation	\$ 506,880.00	\$ 463,000.00	\$ 43,880.00	\$ -
2.7	Additional Services - Survey	\$ 75,336.00	\$ 47,161.00	\$ -	\$ 28,175.00
1.8	Additional Services - Construction Staking	\$ 215,376.50			
1.9	Additional Services - SCADA	\$ 61,985.70			

Colony from being accounted for under the City's project to being accounted for under the Paiute project. Below is a summary of sewer quantity to be reallocated.

Table 8 – Paiute Tribe Sewer Addition Estimate

Yerington Paiute Tribe Sewer Addition					
Item	Quantity	Unit	Description	Unit Price	Total
1	0	LS	Mobilization and Demobilization (5%)	\$0.00	\$0.00
2	775	LF	SDR 35 PVC Sanitary Sewer Pipe 8 In. Diam.	\$100.00	\$77,500.00
3	2	EA	Sewer Manhole 48 In. Diam., Type I	\$6,000.00	\$12,000.00
4	8	EA	Sanitary Sewer Lateral (4 Inch Diam.) - Sewer Main to City Cleanout	\$3,500.00	\$28,000.00
5	27	EA	Sanitary Sewer Lateral (4 Inch Diam.) - City Cleanout to Residence, Type I	\$5,100.00	\$137,700.00
6	27	EA	Sanitary Sewer Cleanout (4 Inch), Double Wye	\$400.00	\$10,800.00
7	2000	SF	Remove and Replace Concrete Flatwork - Private	\$20.00	\$40,000.00
8	65	LF	Remove and Replace Concrete Curb and Gutter	\$55.00	\$3,575.00
9	2400	SF	AC Pavement - Trench Patch	\$5.50	\$13,200.00
			Total Construction Estimate		\$322,775.00
			Construction Contingency (15%)		\$48,416.25
			Engineering Planning Efforts		\$0.00
			Engineering & Inspection		\$0.00
			Land Acquisition		\$0.00
			Legal		\$0.00
			Permitting		\$0.00
			TOTAL		\$371,191.25

7.12 Alternative 13A – SCADA Upgrade Alternatives

As previously discussed in this PER Amendment, the City's SCADA system is aging and holds inefficiencies and risk within the monitoring of its water and sewer facilities. The new sewer lift station presented in this PER Amendment includes SCADA components to be installed to properly monitor the facility. The SCADA components for this lift station are more sophisticated than the existing SCADA components and would require upgrades to other site's SCADA to receive the information – Modbus and software updates. The new lift station is an in-kind replacement of the existing Pearl Street lift station that will no longer require SCADA upgrades, so the associated costs for this site are no longer required. Additionally, the significant improvements at the Airport lift station site are structure related and will rehabilitate the site to a sustainable status. The upgrades to this sites SCADA would bring all aspects to a current rehabilitated state.

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6	1	LS	Email & Text Email Upgrades	\$1,575.00	\$1,575.00
7	1	LS	Communication Improvements	\$15,750.00	\$15,750.00
8	1	LS	Training	\$1,890.00	\$1,890.00
9	1	LS	Server Upgrades	\$31,500.00	\$31,500.00
			Total Construction Estimate		\$104,076.00
			Construction Contingency (15%)		\$15,611.40
			Engineering Planning Efforts		\$0.00
			Engineering & Inspection		\$0.00
			Land Acquisition		\$0.00
			Legal		\$0.00
			Permitting		\$0.00
			TOTAL		\$119,687.40

7.12.1 Alternative 13B – No Action

The City needs a SCADA system upgrade for both the water and sewer systems. As this PER Amendment incorporates work to be performed on sewer lift stations, this triggered the sewer system SCADA improvements to be considered for inclusion within the project. Water upgrades are not included for consideration. Under this alternative if no action is taken, the SCADA system for both water and sewer systems will continue to be antiquated and continue to perform as it does currently – false alarms and missing data. As a public utility purveyor, this alternative is not a consideration to operate water and sewer utilities and is not recommended within this PER Amendment.

7.13 Alternatives Comparison

Table 10 and Table 11 below show a comparison of the alternatives discussed for the Airport Rehabilitation (Alternative 10) and New Sewer Lift Station (Alternative 11) Projects. Alternatives 12 and 13 are separate project requirements that do not contain various alternative approaches and are not included in comparison consideration within this PER Amendment.

Each alternative was evaluated in the following areas: constructability, access (meaning ease for City crews to access the facilities), capacity, maintenance costs, lifespan, and construction costs. Each alternative was assigned a rating from 1-10 for each category with 1 being the worst and 10 being the best for each category. The alternative with the highest overall score is taken as the best overall project for the City. As shown, the proposed project, which is detailed in Section 8, is clearly the most favorable alternative.

ITEM

#13

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
31548	10/19	10/08/2019	31548	6244 ARELLANO HEATING & AIR	PO248	SERVICE	04-20-00-8082	426.00	426.00
Total 31548:									426.00
31549	10/19	10/08/2019	31549	1868 AT & T LONG DISTANCE	1171279093	LONG DISTANCE	03-54-25-7033	10.72	10.72
10/19	10/08/2019	31549	1868	AT & T LONG DISTANCE	2170258306	LONG DISTANCE	02-54-25-7033	.51	.51
10/19	10/08/2019	31549	1868	AT & T LONG DISTANCE	271678898	LONG DISTANCE	02-54-25-7033	.18	.18
Total 31549:									11.41
31550	10/19	10/08/2019	31550	1146 CASELLE, INC.	97807	Support Contract	03-54-25-7041	1,705.00	1,705.00
Total 31550:									1,705.00
31551	10/19	10/08/2019	31551	1182 CITY OF YERINGTON	100419	CITY HALL - PETTY CAS	03-54-25-7011	5.19	5.19
Total 31551:									5.19
31552	10/19	10/08/2019	31552	1182 CITY OF YERINGTON	100219	PD - PETTY CASH	01-52-20-7040	100.21	100.21
Total 31552:									100.21
31553	10/19	10/08/2019	31553	6291 CONDON, LORI	17897	REIMBURSEMENT	01-59-35-7011	40.00	40.00
Total 31553:									40.00
31554	10/19	10/08/2019	31554	1233 D AND M EMERGENCY SVC	6544	SERVICES/ REPAIRS	03-54-25-7043	856.92	856.92
10/19	10/08/2019	31554	1233	D AND M EMERGENCY SVC	6551	SERVICES/ REPAIRS	02-54-25-7043	586.70	586.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
10/19	10/08/2019	31554	1233	D AND M EMERGENCY SVC	6560	SERVICES/ REPAIRS	03-54-25-7043	120.00	120.00
Total 31554:									1,563.62
31555	10/19	10/08/2019	31555	1324 FARR WEST ENGINEERING	12253	WATER & SEWER REHA	03-00-00-1580	57,208.65	57,208.65
Total 31555:									57,208.65
31556	10/19	10/08/2019	31556	1324 FARR WEST ENGINEERING	12253-2	WATER & SEWER REHA	02-00-00-1580	58,135.50	58,135.50
Total 31556:									58,135.50
31557	10/19	10/08/2019	31557	2058 FRONTIER	092219PD	TELEPHONE	01-52-20-7033	511.39	511.39
10/19	10/08/2019	31557	2058 FRONTIER		092519PW	TELEPHONE	03-54-25-7033	155.39	155.39
Total 31557:									666.78
31558	10/19	10/08/2019	31558	6085 GAMBIT POLYGRAPH SERVICES, LLC	AUG2019	POLYGRAPH EXAMINTE	01-52-20-7032	600.00	600.00
Total 31558:									600.00
31559	10/19	10/08/2019	31559	6222 GARRY, JOHN	092619	REIMBURSEMENT	01-51-11-7040	173.26	173.26
10/19	10/08/2019	31559	6222 GARRY, JOHN		92419	REIMBURSEMENT	01-51-11-7040	85.14	85.14
Total 31559:									258.40
31560	10/19	10/08/2019	31560	2034 JIM MENESINI PETROLEUM, LLC	7-335	FUEL	03-54-25-7044	2,494.54	2,494.54
Total 31560:									2,494.54
31561	10/19	10/08/2019	31561	1578 M.F. BARCELLOS INC	93019	FUEL	01-52-20-7011	298.85	298.85

CITY OF YERINGTON

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31561:									
31562	10/19	10/08/2019	31562	1579 MACHABEE CAPITAL, INC	26293	EQUIPMENT LEASE	01-52-20-7041	260.09	260.09
Total 31562:									
31563	10/19	10/08/2019	31563	1588 MARRACCINI PLUMBING	73263	SERVICES	04-20-00-8082	158.00	158.00
Total 31563:									
31564	10/19	10/08/2019	31564	1615 MAVERIK FLEET CARD SVCS	61492544	FUEL	03-54-25-7011	1,581.79	1,581.79
Total 31564:									
31565	10/19	10/08/2019	31565	1621 MCMASTER-CARR	16899847	EQUIPMENT	03-54-25-7043	411.79	411.79
Total 31565:									
31566	10/19	10/08/2019	31566	6139 MERAZ, MARY L.	17896	REIMBURSEMENT	08-14-25-8090	252.27	252.27
Total 31566:									
31567	10/19	10/08/2019	31567	1642 MSC INDUSTRIAL SUPPLY CO.	57751851	EQUIPMENT	01-54-26-7011	1,555.00	1,555.00
10/19	10/08/2019	31567	1642 MSC INDUSTRIAL SUPPLY CO.	58681321	58681321	EQUIPMENT	01-54-26-7011	227.50	227.50
10/19	10/08/2019	31567	1642 MSC INDUSTRIAL SUPPLY CO.	C55413851	C55413851	EQUIPMENT	02-54-25-7011	624.30	624.30
Total 31567:									
31568	10/19	10/08/2019	31568	6293 NYE COUNTY	10-0007005	SERVICES	01-52-20-7016	9,913.95	9,913.95

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31568:									
31569	10/19	10/08/2019	31569	1527 O'REILLY AUTOMOTIVE STORES	SEPT2019	PARTS & SUPPLIES	03-54-25-7043	623.12	623.12
Total 31569:									
31570	10/19	10/08/2019	31570	1806 QUILL CORPORATION	1137567	OFFICE SUPPLIES	01-52-20-7011	18.49	18.49
10/19	10/08/2019	31570	1806 QUILL CORPORATION	1164535	1164535	OFFICE SUPPLIES	04-20-00-8082	263.83	263.83
10/19	10/08/2019	31570	1806 QUILL CORPORATION	1311551	1311551	OFFICE SUPPLIES	01-52-20-7011	18.49	18.49
Total 31570:									
31571	10/19	10/08/2019	31571	6212 RALEY'S	SEPT19	SUPPLIES	01-51-14-7011	62.93	62.93
Total 31571:									
31572	10/19	10/08/2019	31572	1820 RENNER EQUIPMENT CO.	SEPT19	EQUIPMENT	03-54-25-7043	697.15	697.15
Total 31572:									
31573	10/19	10/08/2019	31573	1881 SHAW, SHEEMA	100319	REIMBURSEMENT	01-51-14-7011	36.99	36.99
Total 31573:									
31574	10/19	10/08/2019	31574	1889 SIERRA COMPUTER GROUP	38480	CONTRACT/ AGREEMEN	03-54-25-7041	1,600.00	1,600.00
Total 31574:									
31575	10/19	10/08/2019	31575	1901 SIERRA OFFICE SOLUTIONS	IN428986	COPIER USAGE	01-52-20-7041	65.10	65.10
10/19	10/08/2019	31575	1901 SIERRA OFFICE SOLUTIONS	IN431124	IN431124	COPIER USAGE	03-54-25-7041	595.72	595.72
10/19	10/08/2019	31575	1901 SIERRA OFFICE SOLUTIONS	IN431125	IN431125	COPIER USAGE	01-52-20-7041	2.61	2.61

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31575:									
31576	10/19	10/08/2019	31576	6128 SILVER STATE ANALYTICAL LAB.	RN243544	COLIFORMS	03-54-25-7050	569.00	569.00
Total 31576:									
31577	10/19	10/08/2019	31577	1938 SOUTHWEST GAS CORP	093019CAL	UTILITIES	02-54-25-7033	60.15	60.15
10/19	10/08/2019	31577	1938 SOUTHWEST GAS CORP	093019SCH	093019SCH	UTILITIES	03-54-25-7033	31.55	31.55
10/19	10/08/2019	31577	1938 SOUTHWEST GAS CORP	093019TROW	093019TROW	UTILITIES	01-59-35-7033	44.80	44.80
10/19	10/08/2019	31577	1938 SOUTHWEST GAS CORP	093019TROW	093019TROW	UTILITIES	02-54-25-7033	40.98	40.98
Total 31577:									
31578	10/19	10/08/2019	31578	1946 STANISLAUS FARM SUPPLY	601045477	EQUIPMENT	01-54-26-7011	394.00	394.00
Total 31578:									
31579	10/19	10/08/2019	31579	1886 THATCHER COMPANY OF NEVADA, I	50536647	WATER TREATMENT PLA	02-54-25-7061	2,379.85	2,379.85
Total 31579:									
31580	10/19	10/08/2019	31580	2026 TRUE VALUE	SEPT19	SUPPLIES	04-20-00-8082	56.57	56.57
Total 31580:									
31581	10/19	10/08/2019	31581	2016 ULINE	112298903	EQUIPMENT	01-56-35-7011	333.72	333.72
10/19	10/08/2019	31581	2016 ULINE	112397641	112397641	EQUIPMENT	03-54-25-7043	271.59	271.59
Total 31581:									
31582	10/19	10/08/2019	31582	2051 VALLEY TIRE & AUTO SERVICE	3928	SERVICES & REPAIRS	01-55-27-7043	17.50	17.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
10/19	10/08/2019	31582	2051	VALLEY TIRE & AUTO SERVICE	3930	SERVICES & REPAIRS	03-54-25-7043	693.20	693.20
Total 31582:									
31583	10/19	10/08/2019	31583	2323 WALKER RIVER MECHANICAL	WRM1002620	SERVICES	04-20-00-8082	1,026.00	1,026.00
Total 31583:									
31584	10/19	10/08/2019	31584	1406 WELLS FARGO BANK-REMIT. CNTR	SEPT19DAR	DARREN - CREDIT CARD	01-52-20-7040	38.98	38.98
Total 31584:									
31585	10/19	10/08/2019	31585	2088 WESTERN NEVADA SUPPLY	SEPT19	SUPPLIES	02-54-25-7055	17,115.55	17,115.55
Total 31585:									
31586	10/19	10/08/2019	31586	2111 WISNER, NICHOLAS	90619	REIMBURSEMENT	01-52-20-7011	37.99	37.99
Total 31586:									
31587	10/19	10/08/2019	31587	2098 YERINGTON AUTO PARTS	SEPT19	REPAIRS & SUPPLIES	02-54-25-7011	225.01	225.01
Total 31587:									
31588	10/19	10/08/2019	31588	2100 YERINGTON ELECTRIC, INC.	10386	SERVICE	04-20-00-8082	70.00	70.00
10/19	10/08/2019	31588	2100	YERINGTON ELECTRIC, INC.	10388	SERVICE	04-20-00-8082	4,088.10	4,088.10
Total 31588:									
31589	10/19	10/14/2019	31589	6236 CNA SURETY DIRECT BILL	10112019	NOTARY BOND	01-51-14-7011	97.50	97.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31589:									
31590	10/19	10/14/2019	31590	1232 D & S WASTE REMOVAL	190930390000	WASTE REMOVAL	01-52-20-7046	1,228.22	1,228.22
Total 31590:									
31591	10/19	10/14/2019	31591	1324 FARR WEST ENGINEERING	12398	WEED HIEGHTS SEWER	03-54-25-7027	6,147.00	6,147.00
Total 31591:									
31592	10/19	10/14/2019	31592	1324 FARR WEST ENGINEERING	12445	GIS SERVICES	03-54-25-7027	450.00	450.00
Total 31592:									
31593	10/19	10/14/2019	31593	1324 FARR WEST ENGINEERING	12365	GENERAL ENGINEERING	02-54-25-7027	358.50	358.50
Total 31593:									
31594	10/19	10/14/2019	31594	1324 FARR WEST ENGINEERING	12348	BUILDING AND PLANNING	01-57-25-7034	1,666.00	1,666.00
Total 31594:									
31595	10/19	10/14/2019	31595	1324 FARR WEST ENGINEERING	12364	GENERAL ENGINEERING	01-55-27-7027	1,242.00	1,242.00
Total 31595:									
31596	10/19	10/14/2019	31596	2058 FRONTIER	100419CH	INTERNET	03-54-25-7033	178.47	178.47
Total 31596:									

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
31597	10/19	10/14/2019	31597	2034 JIM MENESINI PETROLEUM, LLC	127278	FUEL	01-52-20-7011	1,087.82	1,087.82
Total 31597:									
31598	10/19	10/14/2019	31598	6262 LUCHETTI, JACQUELINE	MT1819009	RESTITUTION	01-00-00-2305	50.00	50.00
Total 31598:									
31599	10/19	10/14/2019	31599	1566 LYON COUNTY CLERK TREASURER	SEP19	GENETIC MARKER	01-00-00-2312	142.15	142.15
Total 31599:									
31600	10/19	10/14/2019	31600	1566 LYON COUNTY CLERK TREASURER	SEPT19WILL	SEWER PYMTS - WILLO	23-54-25-7002	9,939.44	9,939.44
Total 31600:									
31601	10/19	10/14/2019	31601	6273 MASON, THOMAS	CC1800609	RESTITUTION	01-00-00-2305	40.80	40.80
Total 31601:									
31602	10/19	10/14/2019	31602	1098 MINDEN LAWYERS, LLC	5098	PROFESSIONAL SERVIC	03-54-25-7030	5,798.45	5,798.45
Total 31602:									
31603	10/19	10/14/2019	31603	1902 NV ENERGY	0475453-919	POWER	03-54-25-7033	1,215.32	1,215.32
10/19	10/14/2019	31603	1902 NV ENERGY	0475469-1019	0475469-1019	POWER	02-54-25-7033	690.84	690.84
10/19	10/14/2019	31603	1902 NV ENERGY	0475499-919	0475499-919	POWER	01-54-26-7033	3,006.99	3,006.99
10/19	10/14/2019	31603	1902 NV ENERGY	0475616-919	0475616-919	POWER	01-55-27-7033	2,771.21	2,771.21
10/19	10/14/2019	31603	1902 NV ENERGY	317493-919	317493-919	POWER	01-54-26-7033	50.62	50.62
10/19	10/14/2019	31603	1902 NV ENERGY	441484-1019	441484-1019	POWER	01-59-35-7033	25.15	25.15
10/19	10/14/2019	31603	1902 NV ENERGY	475438-919	475438-919	POWER	03-54-25-7033	8,152.92	8,152.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 31603:									
31604	10/19	10/14/2019	31604	1795 PUBLIC EMP. BENEFITS PROGRAM	OCT2019	POLICE- RETIREE INS. P	01-52-20-6110	1,529.60	1,529.60
Total 31604:									
31605	10/19	10/14/2019	31605	1806 QUILL CORPORATION	1307853	OFFICE SUPPLIES	03-54-25-7043	671.96	671.96
10/19	10/14/2019	31605	1806	QUILL CORPORATION	1515268	OFFICE SUPPLIES	03-54-25-7011	111.99	111.99
10/19	10/14/2019	31605	1806	QUILL CORPORATION	1534982	OFFICE SUPPLIES	03-54-25-7011	64.44	64.44
10/19	10/14/2019	31605	1806	QUILL CORPORATION	1542753	OFFICE SUPPLIES	03-54-25-7011	146.99	146.99
Total 31605:									
31606	10/19	10/14/2019	31606	6294 SEXTON, SHELBY	MT1904709	RESTITUTION	01-00-00-2305	40.00	40.00
Total 31606:									
31607	10/19	10/14/2019	31607	1914 SILVER STATE INDUSTRIES	2000347	PRINTED MATERIALS	03-54-25-7011	132.66	132.66
Total 31607:									
31608	10/19	10/14/2019	31608	1938 SOUTHWEST GAS CORP	100919MAIN	UTILITIES	02-54-25-7033	43.90	43.90
Total 31608:									
31609	10/19	10/14/2019	31609	1968 STATE TREASURER'S OFFICE	SEP19	GEN FUND - STATE	01-00-00-2304	1,514.88	1,514.88
Total 31609:									
31610	10/19	10/17/2019	31610	1261 DESERT ENGINEERING	47615	CONCESSION UTILITY	01-56-35-7011	13,600.00	13,600.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
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Total 31610:

13,600.00

Grand Totals:

232,173.63

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-00-2200	.00	46,924.09	46,924.09
01-00-00-2303	34.79	.00	34.79
01-00-00-2304	1,333.19	.00	1,333.19
01-00-00-2305	130.80	.00	130.80
01-00-00-2306	155.20	.00	155.20
01-00-00-2312	47.36	.00	47.36
01-51-11-7040	258.40	.00	258.40
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	201.69	.00	201.69
01-51-14-7030	4,380.00	.00	4,380.00
01-51-14-7033	127.59	.00	127.59
01-51-14-7041	1,300.23	.00	1,300.23
01-51-14-7046	291.48	.00	291.48
01-52-20-6110	884.28	.00	884.28
01-52-20-7011	1,545.26	.00	1,545.26
01-52-20-7016	9,913.95	.00	9,913.95
01-52-20-7032	600.00	.00	600.00
01-52-20-7033	511.39	.00	511.39
01-52-20-7040	55.57	.00	55.57
01-52-20-7041	327.80	.00	327.80
01-52-20-7044	435.37	.00	435.37
01-52-20-7046	33.94	.00	33.94
01-54-26-7011	2,176.50	.00	2,176.50
01-54-26-7033	3,057.61	.00	3,057.61
01-54-26-7043	77.85	.00	77.85
01-55-27-7027	1,242.00	.00	1,242.00
01-55-27-7033	163.22	.00	163.22
01-55-27-7043	234.79	.00	234.79

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GL Account	Debit	Credit	Proof
01-56-35-7011	14,039.70	.00	14,039.70
01-56-35-7033	531.29	.00	531.29
01-56-35-7043	160.35	.00	160.35
01-56-35-7046	706.04	.00	706.04
01-57-25-7034	1,666.00	.00	1,666.00
01-59-35-7011	40.00	.00	40.00
01-59-35-7033	150.70	.00	150.70
02-00-00-1580	58,135.50	.00	58,135.50
02-00-00-2200	.00	93,468.97-	93,468.97-
02-54-25-6110	267.79	.00	267.79
02-54-25-7011	4,127.32	.00	4,127.32
02-54-25-7027	583.50	.00	583.50
02-54-25-7030	143.73	.00	143.73
02-54-25-7033	10,976.80	.00	10,976.80
02-54-25-7041	1,300.23	.00	1,300.23
02-54-25-7043	730.78	.00	730.78
02-54-25-7044	90.88	.00	90.88
02-54-25-7055	14,732.59	.00	14,732.59
02-54-25-7061	2,379.85	.00	2,379.85
03-00-00-1580	57,208.65	.00	57,208.65
03-00-00-2200	.00	75,454.87-	75,454.87-
03-54-25-6110	267.78	.00	267.78
03-54-25-7011	1,084.35	.00	1,084.35
03-54-25-7027	6,372.00	.00	6,372.00
03-54-25-7030	1,274.72	.00	1,274.72
03-54-25-7033	1,472.49	.00	1,472.49
03-54-25-7041	1,300.26	.00	1,300.26
03-54-25-7043	3,214.32	.00	3,214.32
03-54-25-7044	2,494.54	.00	2,494.54
03-54-25-7046	196.76	.00	196.76
03-54-25-7050	569.00	.00	569.00
04-00-00-2200	.00	6,047.50-	6,047.50-
04-20-00-8082	6,047.50	.00	6,047.50
07-00-00-2200	.00	86.49-	86.49-
07-00-00-2305	25.00	.00	25.00
07-14-00-3146	1.49	.00	1.49
07-14-00-3147	60.00	.00	60.00
08-00-00-2200	.00	252.27-	252.27-
08-14-25-8090	252.27	.00	252.27
22-00-00-2200	.00	6,802.43-	6,802.43-

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GL Account	Debit	Credit	Proof
22-54-25-7002	6,802.43	.00	6,802.43
23-00-00-2200	.00	3,137.01-	3,137.01-
23-54-25-7002	3,137.01	.00	3,137.01
Grand Totals:	232,173.63	232,173.63-	.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
10/20/2019	PC	10/24/2019	31611	Bryant, Jeremy	647		00-00-00-102	295.52-
10/20/2019	PC	10/24/2019	31612	Martin, Shane	648		00-00-00-102	295.52-
10/20/2019	PC	10/24/2019	31613	Coombs, Bailey	646		00-00-00-102	218.04-
10/20/2019	PC	10/24/2019	31614	Rogers, Larry	624		00-00-00-102	396.18-
10/20/2019	PC	10/24/2019	31615	Talamante, Thomas	605		00-00-00-102	537.47-
10/20/2019	PC	10/24/2019	31616	Wagner, Darren	649		00-00-00-102	335.81-
10/20/2019	PC	10/24/2019	31617	West, Robert	635		00-00-00-102	380.94-
10/20/2019	PC	10/24/2019	1024190	Argo, Pamela	631		00-00-00-102	1,568.13-
10/20/2019	PC	10/24/2019	1024190	Becker, Dennis	20		00-00-00-102	1,770.43-
10/20/2019	PC	10/24/2019	1024190	Campi, John Joseph	637		00-00-00-102	1,350.21-
10/20/2019	PC	10/24/2019	1024190	Catalano, Selena	50		00-00-00-102	295.52-
10/20/2019	PC	10/24/2019	1024190	Cochrane, Jesslyna	60		00-00-00-102	1,092.35-
10/20/2019	PC	10/24/2019	1024190	Coombs, Brandon	31		00-00-00-102	4,044.70-
10/20/2019	PC	10/24/2019	1024190	Dew-Hedrick, Leslie	40		00-00-00-102	1,057.73-
10/20/2019	PC	10/24/2019	1024190	Flakus, Jay	32		00-00-00-102	1,551.03-
10/20/2019	PC	10/24/2019	1024190	Flores, Elan	59		00-00-00-102	3,109.43-
10/20/2019	PC	10/24/2019	1024191	Garry, John Joseph	61		00-00-00-102	591.03-
10/20/2019	PC	10/24/2019	1024191	Jennerjohn, Richard	650		00-00-00-102	1,955.09-
10/20/2019	PC	10/24/2019	1024191	Kosak, Mark	638		00-00-00-102	1,943.03-
10/20/2019	PC	10/24/2019	1024191	Kusmerz, Debra K.	634		00-00-00-102	371.18-
10/20/2019	PC	10/24/2019	1024191	Larsen, Stacey	644		00-00-00-102	997.00-
10/20/2019	PC	10/24/2019	1024191	Pittman, Brian	121		00-00-00-102	1,326.46-
10/20/2019	PC	10/24/2019	1024191	Schunke, Terceira	639		00-00-00-102	276.93-
10/20/2019	PC	10/24/2019	1024191	Shaw, Sheema D.	150		00-00-00-102	1,735.13-
10/20/2019	PC	10/24/2019	1024191	Smith, David	157		00-00-00-102	1,238.51-
10/20/2019	PC	10/24/2019	1024191	Stanton, Monte	642		00-00-00-102	1,538.43-
10/20/2019	PC	10/24/2019	1024192	Sturtevant, Helen M.	163		00-00-00-102	1,346.25-
10/20/2019	PC	10/24/2019	1024192	Switzer, Robert	643		00-00-00-102	3,210.31-
10/20/2019	PC	10/24/2019	1024192	Wagner, Darren E.	184		00-00-00-102	2,317.36-
10/20/2019	PC	10/24/2019	1024192	Wisner, Nicholas	177		00-00-00-102	1,902.59-
Grand Totals:			<u>30</u>					<u>39,048.31-</u>

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
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2		02-54-25-610	222.09-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Adjustment for Brian Saunders Au	03-54-25-610	222.09-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Adjustment for Monte Stanton Jul	02-54-25-610	78.70-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Adjustment for Monte Stanton Jul	03-54-25-610	78.69-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	31.35-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	125.40-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	104.50-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	31.35-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	125.40-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	104.50-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	01-00-00-202	1,650.95-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	02-00-00-202	2,462.44-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	03-00-00-202	2,023.35-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Police Pay Period: 1	01-00-00-202	6,123.38-
10/20/2019	CDPT	10/21/2019	31618	PUBLIC EMPLOYEES RETIREM	2	Retirement - Council Pay Period:	01-00-00-202	438.55-
10/20/2019	CDPT	10/21/2019	31619	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 10/20/20	01-00-00-202	93.00-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	29.50-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	72.83-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	72.79-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	29.50-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	72.83-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	72.79-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	378.28-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	151.17-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	126.75-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	378.13-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	151.03-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	127.04-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	01-00-00-201	3,193.28-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	02-00-00-201	960.68-
10/20/2019	CDPT	10/21/2019	1021190	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	03-00-00-201	760.16-
Grand Totals:			31					20,492.50-

ITEM

#15

City Hall Department Report for Council

Date: October 28, 2019
From: Sheema D. Shaw
Administrative Director/Interim City Clerk
For: September 2019

Payroll and Pay-bill

Payroll and Pay-bill had no issues to report.

Outstanding checks- There are a total of 8 checks that have not been cashed. Most of these are court refunds that have not been cashed by the defendant. The Court Clerk has contacted the defendants to find out why they have not been cashed.

Web Site and Facebook

Updates on current events and meetings were posted.

Court:

The Yerington Municipal Court has 3 scheduled court days a month.

September 4th & 18th - Wednesdays Arraignment Days

September 19th – Thursday Pre-trial Day

There were a total of:

MONTH OF	ARRAIGNMENTS (First time in Court)	PRE-TRIAL CONFERENCE	TRIALS	CRIMINAL COMPLAINTS	REVIEW/PAYMENT, ETC.
SEPTEMBER	18	14	0	0	**54

** A total of 54 on going cases were seen in court (A review of those who must complete counseling, owe payments, etc.) to make sure those defendants are on track.

A/R Billing

All monthly A/R payments are current. There are a number of one time invoices that need to be reviewed by the Deputy Clerk and reported back to me.

Cash receipting

An average of 2380 payments were received and cash receipted in the month of September.

Business licenses

Quarterly affidavits for payment are due on November 1st. If payment is not received at that time a certified letter will be sent to those business informing them that if payment is not received by November 22nd they will appear on the December 9th City Council agenda for possible revocation of their license.

Deputy Clerk Stacey Larsen continues to have a constant influx of applications for business licenses.

For the month of September:

NEW	CLOSED	REVOKED	ADJUSTMENTS	DELINQUENT
9	0	0	0	0

Code enforcement

MONTH OF:	RECEIVED:	CLOSED:	OPEN
APRIL	6	6	0
MAY	12	10	2
JUNE	4	1	3
JULY	11	1	10
AUGUST	25	3	22
SEPTEMBER	13	8	5

Room Tax

The next Room Tax meeting will be held December 6. We have had two board members resign and need to replace those position.

Monthly fees from the motels have been received and processed.

Animal Shelter

VOLUNTEER HOURS	ADOPTIONS	IMPOUND	LC IMPOUND	SURRENDERS	RETURNED TO OWNER	CURRENTLY SHELTERED
288.25	10	24	7	8	4	15

Records Retention

Deputy Clerk Kuzmirz is working on boxes at City Hall to be archived. Creating a list of the boxes and the contents.

Utility Billing

Billing occurred on September 9th. There were issues with the handheld wands which required maintenance thereby delaying the billing process.

* 24 hour notices	**Shut offs	***Billing Adjustments
46	13	16

* 24 hour notices are sent to customers that are 45 days delinquent on their utility accounts.

** Shutoff at the meter occurs if the payment is not made within 24 hours

*** Billing Adjustments are done when a customer requests a credit refund, we have billed incorrectly or other billing errors.

Building Permits

0 permits were issued with a total fees collected of \$0.00

Airport update (John- hangars for lease , news etc)

Public Works Assistant John Campi gave a tour of the two Civil Air Patrol Hangars that were given to the City of Yerington. City Manager Switzer, Court Clerk/Deputy Clerk Leslie Dew-Hedrick, Public Works Director Flakus and Russ Kirkpatrick were in attendance.

Planning Commission Meetings

There was one meeting held to consider a special use permit.

Committee meetings

No committee meetings were held.

LGIP (Local Government Investment Pool)

The City of Yerington earned a total of \$5,762.55 in interest on its investment with LGIP for the month of September.

For the Month of:	City Funds	Interest Earned	Date
July	\$3,000,000.00		7/10/2019
July		\$3,995.74	8/12/2019
August		\$6,399.26	9/11/2019
September		\$5,762.55	10/21/2019

Public Works Monthly Report to Council



Report Date: 10/22/2019

Covers Month: September 2019

Employee Name/Type	Job Title
Jay Flakus/FTE	Public Works Director
Dennis Becker/FTE	Utility Chief
David Smith/FTE	Animal Control Officer
John Campi/FTE	Utility Assistant I
Brian Pittman/FTE	Parks Laborer
Monte Stanton/FTE	Utility Assistant I
Larry Rogers/RPTE	Laborer
Bob West/RPTE	Cemetery Laborer
Thomas Talamante/SE	Parks Laborer
Bailey Coombs/SE	Laborer
Darren Wagner Jr./SE	Laborer

Overview:
 All four wells are currently online.
 Valley View Cemetery 5" well offline. 2" well keeps chugging along.
 Ongoing weed removal in Public Areas/7' easements.

Incidents and Activity

Incident or Event	#	Notes
Fatality/Serious Employee Injury	0	NONE
Fatality/Serious Citizen Injury	0	NONE
System Failure (Water/Sewer)	0	NONE
Significant Leak Causing Damage	0	NONE
Airplane Crash/Serious Accident	0	NONE
Routine - Call Out For Leaks	4	NONE
Abatement Actions/Weed or Nuisance	0	(See CM Report)
New Water or Sewer Connections	2	Installed new Customer Connections
Water Shutoffs (Non-Payment)	8	Water Shutoffs (Non-Payment)
Animal Control Call Outs	2	8 Dogs in Selter
Airport Incidents	0	NONE

Notes:

- | Airport: Replaced PROM in Terminal to attempt to extend point of sales system.
- | Luzier Booster (LZBS): Appears to be low voltage condition from utility. ongoing.
- | Airport Lift (APLS): Two new pumps online.
- | Mini-Ex Purchase: Bids due to be opened 10:00 am 10/30/2019
- | LCSD/Streets: Lyon County invited the City to join summer 2020 Chip Seal bid.
- | SDW/NDEP Water Samples: PW submitted Lead and Copper Sampling

ITEM

#16

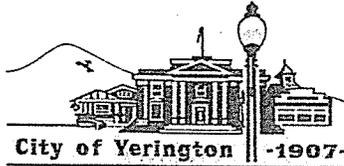
ANACONDA COPPER MINE SITE PUBLIC MEETING ANNOUNCEMENT

You're invited to participate in a public meeting for updates on site closure progress, groundwater information, and the bottled water program.

**Location: Yerington High School
Practice Gym
114 Pearl St, Yerington, NV**

Date: November 19, 2019

Time: 4:00-6:00



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

October 22, 2019

Hector Arellano
32 South Main Street
Yerington, NV 89447

Re: APN 001-192-03; 17 E. Broadway St.

Dear Property Owner(s),

It has been brought to my attention that a pile of dead weeds and other debris has accumulated at the front of your property at **17 E. Broadway Street** and is blowing onto other adjacent properties (photo included). The accumulation of a pile of dead weeds and other materials is a nuisance as defined by City of Yerington Municipal Code 4-2-1(E).

Municipal Code 4-2-2, Duty to Maintain Property states that:

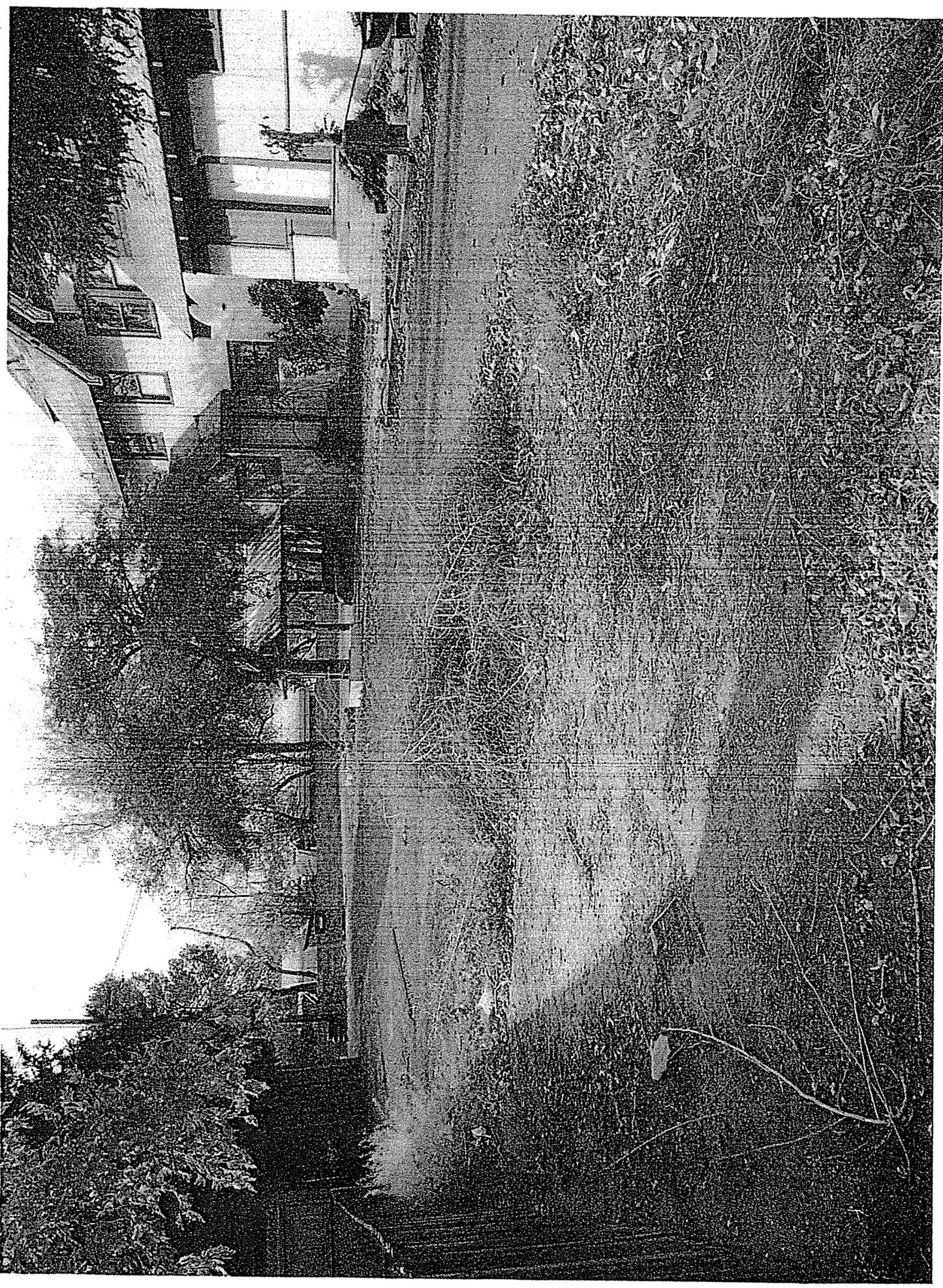
No person owning, leasing, occupying or having charge of any premises shall maintain, keep or permit to be maintained or kept, any nuisance therein, nor shall any such person keep, maintain or permit to be maintained or kept, such premises in a manner causing substantial diminution in the value of the other property in the neighborhood in which such premises is located. (1973 Code § 8.12.020)

Pursuant to City Municipal Code 4-2-5, this letter serves as a Notice of Violation for the property at **17 E. Broadway Street**. You have fourteen (14) days from the date of this mailing to commence abatement of the accumulated furniture/appliances. 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

10-17-19





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 3, 2019

Nicholas N. & Kendra M. Triplett
403 East Bridge Street
Yerington, NV 89447

Re: APN 001-381-01; 403 East Bridge Street

Dear Property Owners,

It has been brought to my attention that household and other items are being allowed to accumulate at the front of your property at **403 East Bridge** (photo included). The accumulation of exposed household and other materials is a nuisance as defined by City of Yerington Municipal Code 4-2-1(E).

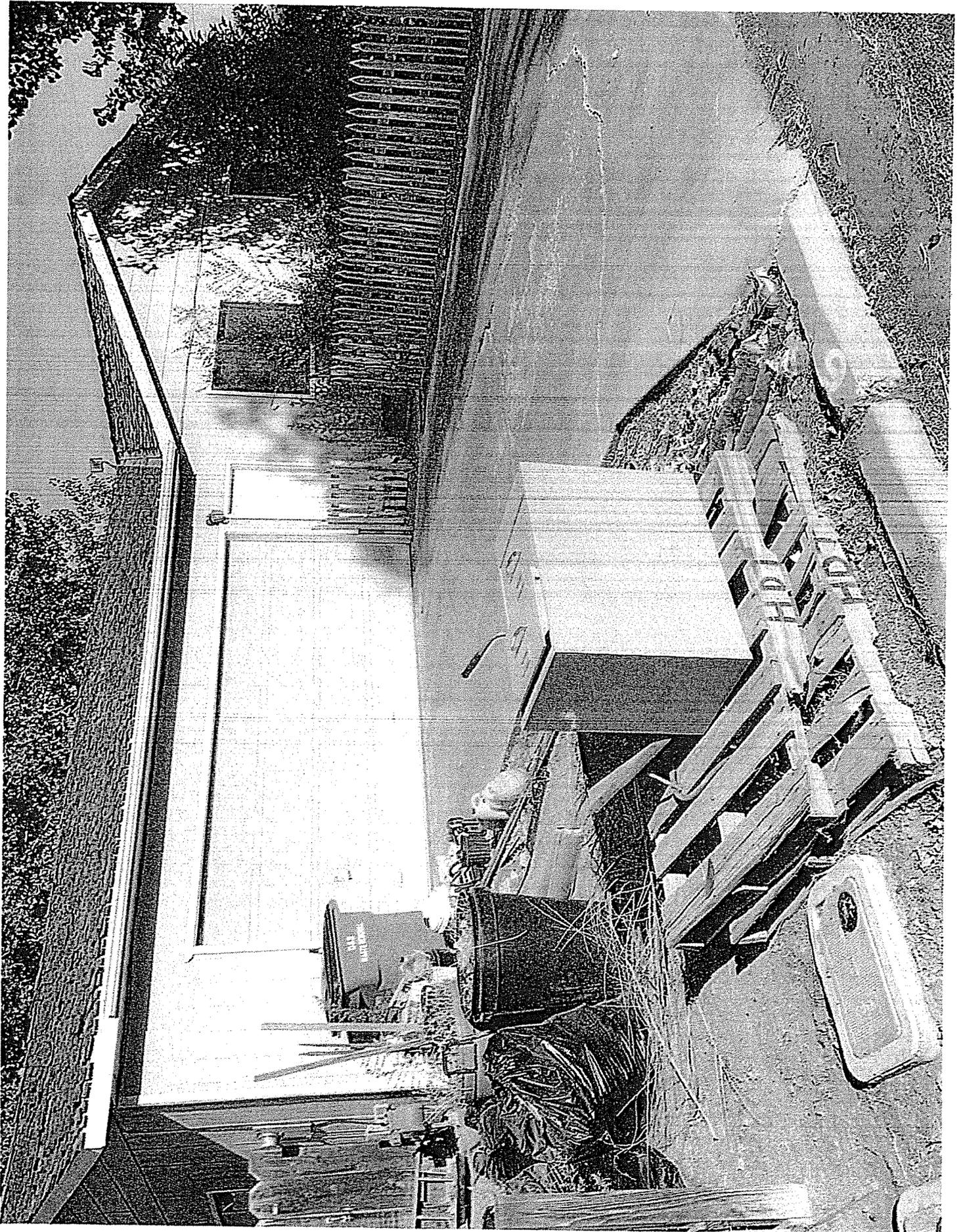
Municipal Code 4-2-2, Duty to Maintain Property states that:

No person owning, leasing, occupying or having charge of any premises shall maintain, keep or permit to be maintained or kept, any nuisance therein, nor shall any such person keep, maintain or permit to be maintained or kept, such premises in a manner causing substantial diminution in the value of the other property in the neighborhood in which such premises is located. (1973 Code § 8.12.020)

Pursuant to City Municipal Code 4-2-5, this letter serves as a Notice of Violation for the property at **403 East Bridge Street**. You have fourteen (14) days from the date of this mailing to commence abatement of the accumulated furniture/appliances. 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





102 South Main Street • Yerington • Nevada • 89447
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NOTICE OF VIOLATION

September 3, 2019

Larry N. & Trudy A. Ingerson
PO Box 1145
Yerington, NV 89447

Re: APN 001-386-15; 302 Charlotte Avenue

Dear Property Owner(s),

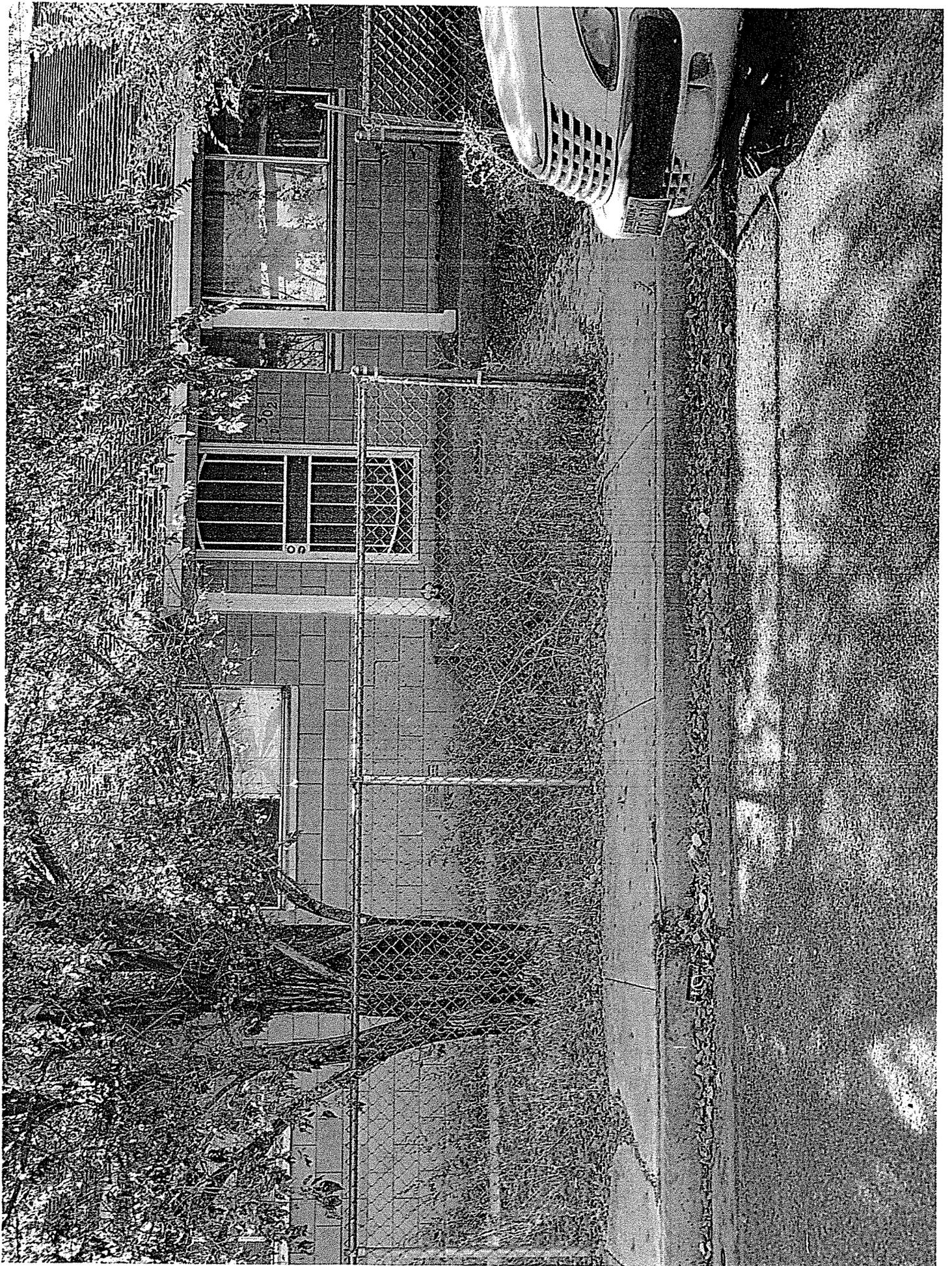
It has been brought to my attention that weeds are being allowed to accumulate on your property at **302 Charlotte Avenue**. The accumulation of weeds and noxious vegetation (photo(s) included) more than 10 inches high is in violation of City Code 4-4 which places responsibility on the property owner 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 **302 Charlotte 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





102 South Main Street ♦ Yerington ♦ Nevada ♦ 89447
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NOTICE OF INSPECTION

October 14, 2019

Joseph Ouellette
PO Box 11713
Zephyr Cove, NV 89448

Re: APN 001-214-06; 206 West Bridge Street

Dear Property Owner(s),

This letter will serve as a twenty-four (24) hour notice to inspect your property pursuant to Yerington Municipal Code 1-4-5: RIGHT OF ENTRY. The purpose of the inspection is to determine the structural integrity of any building(s), determine the extent of possible violations of accumulations of noxious vegetation and weeds, and any nuisance(s) such as abandoned vehicles or an accumulation of discarded household items.

You have the right to refuse entry to your property by an authorized agent of the City of Yerington or law enforcement. However, inspection may be made after issuance of a search warrant by a duly authorized magistrate.

Robert Switzer
City Manager

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

