



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

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

The City of Yerington City Council will conduct a public meeting on the 25th day of March, 2024, beginning at 10:00 a.m. at the following location:

City Hall
14 E. Goldfield Avenue
Yerington, NV 89447

NOTICE:

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

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

AGENDA:

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

1. Call to order and roll call and Pledge of Allegiance.
2. **Public Comment** - No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken.
3. **For Possible Action** – Review and approval of agenda

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

4. **For Possible Action:** Review and Approval of minutes from March 11, 2024 regular meeting.
5. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:

Checks 38449 through 38510 totaling \$201,853.70

6. **For Possible Action:** Discussion and Possible Action to Approve New, Renewal and Name Change Business License Applications:
 - A. Alyssa Hernandez DBA Nails by Alyssa Hernandez, LLC, Nail Technician, 2 Newcombe Ave Yerington, NV 89447-Address Change
 - B. Alyssa Hernandez & Angela Williams DBA Alternative Wellness Solutions, Laboratory Testing, 2 Newcombe Ave Yerington, NV 89447-New
 - C. Marlene Smallwood DBA Hair & Nails by Molly, LLC, Cosmetologist, 46 N. Main St. Yerington, NV 89447-New
 - D. Chad Kay DBA High Voltage Electric, LLC, Electrical Contractor, 9 E. Freeport Blvd Sparks, NV 89431-New Single Project
 - E. Brayan Alejandro Vasquez-Madera DBA GigaCrafts, LLC, IT Services, Engraving & 3D Printing, 19 Maple Dr. Yerington, NV 89447-New
 - F. Craig Hallworth DBA Mason Resources U.S. Inc., Undeveloped Copper Resource/Mineral Rights, 5B Hwy 95A East Yerington, NV 89447-New
7. **For Possible Action:** Discussion and Possible Action to approve a re-assignment of Lease for Hanger #412 from Edby Calderon to Thomas T. Tobin.

8. **For Possible Action:** Discussion and Possible Action to approve a Lease for Hanger #412 to Thomas T. Tobin.
9. **For Possible Action:** Discussion and Possible Action to revoke business licenses for non-payment for the 4th quarter (October – December) 2023.
 - A. Sergio Rodriguez-Perez DBA Alpha & Omega Energy Services, LLC dba SunVolt, Electrical Contractor, 4350 Arville St. Ste. 400 Las Vegas, NV 89103
10. **For Possible Action:** Discussion and Possible Action to approve a Memorandum of Understanding (MOU) between the Lyon County School District and the Yerington Police Department for the School Resource Officer (SRO) Program for the July 1, 2024 – June 30 2025 period.
11. **For Possible Action:** Discussion and Possible Action to approval to direct the Public Works Department to remove items from 206 Bridge Street that have become a nuisance: Items include weeds, trash, appliances, campers and vehicles. A letter was sent to the property owners on February 14th giving them 14 days to remedy the nuisances or further action would be taken.
12. **For Discussion Only:** Presentation by the Boys & Girls Club of Mason Valley on the Economic Impact of the 2024 Night in the Country Event.
13. **For Possible Action:** Discussion and Possible Action to approve a new slogan for the City of Yerington at the request of the new Main Street America committee.
14. **Public Comments** – No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken
15. **No Action Will Be Taken** - Department Reports and City Manager Reports, with Possible Council Comments and Discussion Only, as follows:
 - A. City Attorney Report
 - B. Chief of Police Report
 - C. Public Works Director Report
 - D. Building Inspector Report
 - E. City Manager Report
 - F. City Clerk Report
 - G. Mayor and Council Comments

16. Adjournment.

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

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Clerk at 775-463-3511 in advance so that arrangements may be made.

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

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Avenue, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net on the 20th day of March 2024, in compliance with NRS 241.020.

Lori Phillips

Sheema D. Shaw, City Clerk
City of Yerington

*Signing for
Sheema D. Shaw*

3/20/2024

Date

ITEM

4

Yerington City Council Meeting
March 11, 2024 at 10:00 a.m. – City Hall

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

Mayor John J. Garry
Council Members Jerry Bryant, Shane Martin, Matthew Galvin and Frank Pizzo
City Manager Robert Switzer
City Attorney Chuck Zumpft
City Clerk Sheema D. Shaw
Public Works Director Jay Flakus
Building Official Joel Brown
Grants Administrator Angela Moore
Investigator, Yerington Police Department Brandon Coombs

Absent: Chief of Police Darren Wagner

Guests: Lyon County Sheriff Brad Pope, Ms. Jessica Halterman, Fire Chief Scott Draper, Mr. Dave DeGrendele, Ms. Deb DeGrendele, Deputy Mitch Brantingham and Ms. Julia Pounds

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

Public Participation

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

Agenda Approval

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

Minutes

Mayor Garry stated the minutes from prior meeting dated February 26, 2024 regular meeting would be approved as presented unless there were any objections or corrections. Mayor Garry stated no objections were made at this time and the minutes from prior meeting dated February 26, 2024 regular meeting were approved unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	02/20/2024	38402 through 38432
-------------------------	------------	---------------------

	02/26/2024	38433 through 38448
Payroll Checks	02/20/2024	38396 through 38399
Payroll Vouchers	02/20/2024	2202401 through 2202426
Transmittal Checks	02/20/2024	38400 through 38401
Transmittal Vouchers	02/20/2024	2202401

Mayor Garry stated the bills previously submitted for payment, checks 38396 through 38448 totaling \$143,902.73, would be approved unless there were any objections or corrections. Mayor Garry stated no comments or objections were made at this time and the bills previously submitted for payment were approved unanimously.

New, Renewal and Name Change Business License Applications.

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

Approve a Severance Package for Chief Wagner in recognition for his service to the City of Yerington.

City Manager Switzer stated a severance agreement will be between the City of Yerington and Chief Wagner to include a payment of \$21,370.00 for his resignation and will be effective as of April 6, 2024.

Councilman Bryant made a motion to approve the severance agreement, seconded by Councilman Galvin. City Attorney Zumpft stated the motion should be dependent on Chief Wagner's resignation. Councilman Bryant amended the motion to include approval of the severance agreement and the agreement would be dependent on the tendering of Chief Wagner's resignation, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Public Participation

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

Department Reports

Investigator Brandon Coombs of the Yerington Police Department stated the audit for the Yerington Police Department has been completed and no issues were reported. A training schedule is in place and set for April 12, 2024 for the new body cameras. The new body cameras will be in use by the Yerington Police Department after the training is held.

Public Works Director Flakus stated Public Works Michele Larson is doing great and will be covering for Police Secretary Sturtevant by working a half day at the Police Department and a half day at Public Works. The City will be moving forward with the blending plan for the uranium issue. Another informational package will be going out to the public around April 1st. The Public Works Committee meeting should be scheduled soon to discuss the upcoming projects. Councilman Bryant suggested to hold the meeting on Tuesday, March 19th. Public Works Director Flakus asked if a time of 10:00 am would work for everyone. The time and date were confirmed and invites will be sent out. Details of the projects will be given at the Public Works Committee meeting to be held at the Water Treatment Plant. The footings were poured for the new lights at Reviglio Field and a crane will be used to install the lights once the concrete is fully set. Rehab work will be completed by the tennis courts once the work by Reviglio Field has been completed. The Huidbay Field is moving forward and the layout needs to be decided. Peri and Sons has offered to help with the pudding issues at the Pat Peebles Field. The restrooms at Soroptimist Park, Veteran's Park, and Mountain View Park will be opened by Public Works every day and will be open year round. Desert Engineering will reconnect the Boys and Girls Club fire line soon with a two-day closure of Pearl Street. The Kiss and Drop Project is now at a 90% submittal and is set to start around summer time. Spring break painting will start soon and the weed spraying has started throughout the City. Councilman Galvin asked when the cleaned up will occur by Reviglio Field. Public Works Director Flakus stated the Public Works Department will be doing the cleanup today. The City purchased bleachers, benches and the back drop for the Huidbay Field. Councilman Galvin asked if barriers will be put up for the field area. Public Works Director Flakus stated road barricades or k-rails will be put up soon.

City Manager Switzer reminded City Council that the budget meeting is scheduled for tomorrow at 10:00 am within the Conference Room at City Hall. The tentative budget needs to be approved by March 15th.

Councilman Pizzo stated he is running for City Council and he would appreciate everyone's support

Mayor Garry recognized and acknowledged Ms. Candy LaBue, who recently passed away. Ms. LaBue served on the City's taxation board and she provided a lot of support around the community. She will be sorely missed within this community.

There being no further business, the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

City Clerk of the City of Yerington

ITEM

5



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
38452									
03/24	03/05/2024	38452	1014	ACE HARDWARE	FEB 2024	SUPPLIES	03-54-25-7044	876.06	876.06
Total 38452:									876.06
38453									
03/24	03/05/2024	38453	6842	BERARD, ANTOINETTE	20052106	REFUND DEPOSIT	02-00-00-2230	62.92	62.92
Total 38453:									62.92
38454									
03/24	03/05/2024	38454	6840	BLACK, MATTHEW	MT23083	BAIL REFUND	01-17-00-3148	3,140.00	3,140.00
Total 38454:									3,140.00
38455									
03/24	03/05/2024	38455	1146	CASELLE, INC.	130451-NOV/	CLEAN UP	03-54-25-7011	1,300.00	1,300.00
Total 38455:									1,300.00
38456									
03/24	03/05/2024	38456	1146	CASELLE, INC.	131114- JAN C	CLEAN UP	03-54-25-7011	650.00	650.00
Total 38456:									650.00
38457									
03/24	03/05/2024	38457	1170	CHARTER COMMUNICATIONS	002624502192	WTP-INTERNET	02-54-25-7033	143.94	143.94
Total 38457:									143.94
38458									
03/24	03/05/2024	38458	1232	D & S WASTE REMOVAL	240229390000	WASTE REMOVAL	02-54-25-7046	1,109.99	1,109.99
Total 38458:									1,109.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
38459									
03/24	03/05/2024	38459	6841	ILIAN, TIMOTHY	12513804	REFUND DEPOSIT	02-00-00-2230	9.20	9.20
Total 38459:									9.20
38460									
03/24	03/05/2024	38460	1536	LAW OFFICES OF CHERI EMM-SMITH	FEBRUARY 2	Judge Services	01-53-15-7131	2,250.91	2,250.91
Total 38460:									2,250.91
38461									
03/24	03/05/2024	38461	1566	LYON COUNTY CLERK TREASURER	JAN 2024	GEN MARKER TEST	01-00-00-2312	70.00	70.00
Total 38461:									70.00
38462									
03/24	03/05/2024	38462	1566	LYON COUNTY CLERK TREASURER	PUB DEF - MA	PUBLIC DEFENDER CON	01-53-15-7031	2,000.00	2,000.00
Total 38462:									2,000.00
38463									
03/24	03/05/2024	38463	1902	NV ENERGY	312572-0224	POWER	23-54-25-7033	275.17	275.17
03/24	03/05/2024	38463	1902	NV ENERGY	317493-0224	POWER	01-54-26-7033	35.84	35.84
03/24	03/05/2024	38463	1902	NV ENERGY	475438-0224	POWER	03-54-25-7033	4,060.43	4,060.43
03/24	03/05/2024	38463	1902	NV ENERGY	475453-0224	POWER	03-54-25-7033	3,482.37	3,482.37
03/24	03/05/2024	38463	1902	NV ENERGY	475499-0224	POWER	01-54-26-7033	3,295.76	3,295.76
03/24	03/05/2024	38463	1902	NV ENERGY	512345-0224	POWER	03-54-25-7033	94.69	94.69
03/24	03/05/2024	38463	1902	NV ENERGY	513290-0224	POWER	23-54-25-7033	136.70	136.70
03/24	03/05/2024	38463	1902	NV ENERGY	533954-0224	POWER	01-55-27-7033	234.07	234.07
03/24	03/05/2024	38463	1902	NV ENERGY	546699-0224	POWER	03-54-25-7033	112.64	112.64
Total 38463:									11,727.67
38464									
03/24	03/05/2024	38464	1968	STATE TREASURER'S OFFICE	JAN 2024	STATE PERM SCHOOL FI	01-17-00-3177	461.00	461.00
Total 38464:									461.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
38465									
03/24	03/05/2024	38465	1969	STICKS & STONES	FEB 2024	SUPPLIES AND SERVICE	02-54-25-7011	387.93	387.93
Total 38465:									387.93
38466									
03/24	03/05/2024	38466	2026	TRUE VALUE	FEB 2024	SUPPLIES	08-14-25-8090	683.59	683.59
Total 38466:									683.59
38467									
03/24	03/05/2024	38467	2060	VERIZON WIRELESS	9957264383	WIRELESS SERVICE	03-54-25-7033	654.93	654.93
Total 38467:									654.93
38468									
03/24	03/05/2024	38468	2060	VERIZON WIRELESS	9957286967	WIRELESS SERVICE	03-54-25-7033	1,166.41	1,166.41
Total 38468:									1,166.41
38469									
03/24	03/05/2024	38469	2323	WALKER RIVER MECHANICAL	CC 22824	CROSS CONNECTION G	08-14-27-8101	6,900.00	6,900.00
Total 38469:									6,900.00
38470									
03/24	03/11/2024	38470	6666	ADAMS. JARROD	K9-MAR 2024	K9 AGREEMENT	01-52-20-7011	425.00	425.00
Total 38470:									425.00
38471									
03/24	03/11/2024	38471	6607	AMAZON CAPITAL SERVICES	16LF-HC1T-D	MISC	03-54-25-7043	244.80	244.80
Total 38471:									244.80
38472									
03/24	03/11/2024	38472	6607	AMAZON CAPITAL SERVICES	1C6J-4VJG-9	MISC	03-54-25-7043	1,323.08	1,323.08

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38472:									1,323.08
38473									
03/24	03/11/2024	38473	6607	AMAZON CAPITAL SERVICES	1GND-LFFD-C	MISC	02-54-25-7011	498.00	498.00
Total 38473:									498.00
38474									
03/24	03/11/2024	38474	6607	AMAZON CAPITAL SERVICES	1LQF-TN3D-D	MISC	03-54-25-7043	368.97	368.97
Total 38474:									368.97
38475									
03/24	03/11/2024	38475	6607	AMAZON CAPITAL SERVICES	1V6V-RKHP-D	MISC	01-55-27-7011	259.19	259.19
Total 38475:									259.19
38476									
03/24	03/11/2024	38476	1976	AMERICAN LEGAL PUBLISHING	32150	ORDINANCE	01-51-14-7020	185.85	185.85
Total 38476:									185.85
38477									
03/24	03/11/2024	38477	6204	ARC HEALTH AND WELLNESS	2654059	MEDICAL SERVICES	01-52-20-7032	320.00	320.00
Total 38477:									320.00
38478									
03/24	03/11/2024	38478	1146	CASELLE, INC.	131344-SUP A	Support Contract	03-54-25-7011	1,756.00	1,756.00
Total 38478:									1,756.00
38479									
03/24	03/11/2024	38479	6278	CIGNA	3325470-MAR	MEDICAL INS- DEP	00-00-00-2023	22,578.06	22,578.06
Total 38479:									22,578.06

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
38480									
03/24	03/11/2024	38480	1233	D AND M EMERGENCY SVC	7860	SERVICES/ REPAIRS	01-52-20-7044	25.00	25.00
Total 38480:									25.00
38481									
03/24	03/11/2024	38481	1324	DOWL, LLC	7363.30146.02	GOLDFIELD PAVING	08-14-27-8101	3,207.50	3,207.50
Total 38481:									3,207.50
38482									
03/24	03/11/2024	38482	1324	DOWL, LLC	7363.30203.01	MASTER PLAN	08-14-27-8101	4,187.50	4,187.50
Total 38482:									4,187.50
38483									
03/24	03/11/2024	38483	1324	DOWL, LLC	7363.30310.01	KISS AND DROP PROJEC	08-14-27-8101	7,400.00	7,400.00
Total 38483:									7,400.00
38484									
03/24	03/11/2024	38484	1324	DOWL, LLC	R4001.1008-1	COLONY WATER	02-00-00-1575	1,126.25	1,126.25
Total 38484:									1,126.25
38485									
03/24	03/11/2024	38485	1324	DOWL, LLC	R4001.1008-1	COLONY SEWER	03-00-00-1575	1,396.25	1,396.25
Total 38485:									1,396.25
38486									
03/24	03/11/2024	38486	1324	DOWL, LLC	R4001.1136.P	WATER / SEWER PROJE	03-00-00-1580	3,191.00	3,191.00
Total 38486:									3,191.00
38487									
03/24	03/11/2024	38487	1324	DOWL, LLC	R4001.1136.P	WATER / SEWER PROJE	03-00-00-1580	4,730.45	4,730.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38487:									4,730.45
38488									
03/24	03/11/2024	38488	2058	FRONTIER	022224CH	TELEPHONE	03-54-25-7033	159.15	159.15
03/24	03/11/2024	38488	2058	FRONTIER	022224FIRE	TELEPHONE	03-54-25-7033	818.82	818.82
03/24	03/11/2024	38488	2058	FRONTIER	022224PD	TELEPHONE	01-52-20-7033	642.70	642.70
Total 38488:									1,620.67
38489									
03/24	03/11/2024	38489	1383	GRAINGER	9043462465	EQUIPMENT	01-56-35-7043	222.69	222.69
03/24	03/11/2024	38489	1383	GRAINGER	9043716464	EQUIPMENT	04-25-00-8092	941.30	941.30
Total 38489:									1,163.99
38490									
03/24	03/11/2024	38490	1633	GUARDIAN- DENTAL	MARCH 2024	DENTAL INSURANCE- RE	00-00-00-2023	1,200.98	1,200.98
Total 38490:									1,200.98
38491									
03/24	03/11/2024	38491	1948	GUARDIAN- LIFE	MARCH 2024	HOSPITAL INS. - LIFE	00-00-00-2023	390.00	390.00
Total 38491:									390.00
38492									
03/24	03/11/2024	38492	6844	JORDAN, RICK	2	SERVICES	01-52-20-7032	400.00	400.00
Total 38492:									400.00
38493									
03/24	03/11/2024	38493	6845	LUTZ-JESCO AMERICA CORP	Q-78395	EQUIPMENT	02-54-25-7011	2,576.00	2,576.00
Total 38493:									2,576.00
38494									
03/24	03/11/2024	38494	1566	LYON COUNTY CLERK TREASURER	FEB 2024 IT	IT SERVICES	03-54-25-7011	3,000.00	3,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38494:									3,000.00
38495									
03/24	03/11/2024	38495	1566	LYON COUNTY CLERK TREASURER	W/C FEB 2024	W/C SEWER - INT	23-54-25-7002	8,320.76	8,320.76
Total 38495:									8,320.76
38496									
03/24	03/11/2024	38496	1598	MASON VALLEY BEEKEEPERS	RMTAX JAN-J	ROOM TAX REIMBURSE	08-14-25-8080	5,000.00	5,000.00
Total 38496:									5,000.00
38497									
03/24	03/11/2024	38497	1718	N O B O	154	ANNUAL MEMBERSHIPJ	01-57-25-7043	150.00	150.00
Total 38497:									150.00
38498									
03/24	03/11/2024	38498	1902	NV ENERGY	475616-0224	POWER	01-55-27-7033	509.24	509.24
03/24	03/11/2024	38498	1902	NV ENERGY	706659-0224	POWER	02-54-25-7033	39.22	39.22
Total 38498:									548.46
38499									
03/24	03/11/2024	38499	1527	O'REILLY AUTOMOTIVE STORES	FEB 2024	SUPPLIES	01-52-20-7044	171.12	171.12
Total 38499:									171.12
38500									
03/24	03/11/2024	38500	6524	OSI GLOBAL IT	INV-US117367	EQUIPMENT	02-54-25-7011	1,459.07	1,459.07
Total 38500:									1,459.07
38501									
03/24	03/11/2024	38501	1806	QUILL CORPORATION	36861474	OFFICE SUPPLIES	01-52-20-7011	48.64	48.64
03/24	03/11/2024	38501	1806	QUILL CORPORATION	36883842	OFFICE SUPPLIES	01-52-20-7011	397.43	397.43
03/24	03/11/2024	38501	1806	QUILL CORPORATION	36888115	OFFICE SUPPLIES	01-52-20-7011	112.88	112.88
03/24	03/11/2024	38501	1806	QUILL CORPORATION	36930894	OFFICE SUPPLIES	01-52-20-7011	51.38	51.38

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
03/24	03/11/2024	38501	1806	QUILL CORPORATION	36931131	OFFICE SUPPLIES	01-52-20-7011	59.38	59.38
03/24	03/11/2024	38501	1806	QUILL CORPORATION	36981767	OFFICE SUPPLIES	01-52-20-7011	49.78	49.78
Total 38501:									719.49
38502									
03/24	03/11/2024	38502	6212	RALEY'S	FEB 2024	SUPPLIES	03-54-25-7011	79.33	79.33
Total 38502:									79.33
38503									
03/24	03/11/2024	38503	1864	SALT LAKE WHOLESALE SPORTS	91144	EQUIPMENT	01-52-20-7011	698.00	698.00
Total 38503:									698.00
38504									
03/24	03/11/2024	38504	6310	SHI INTERNATIONAL CORP.	B17996756	EQUIPMENT	02-54-25-7011	1,065.86	1,065.86
Total 38504:									1,065.86
38505									
03/24	03/11/2024	38505	1938	SOUTHWEST GAS CORP	022824CAL	UTILITIES	02-54-25-7033	1,746.17	1,746.17
03/24	03/11/2024	38505	1938	SOUTHWEST GAS CORP	022824GOLD	UTILITIES	02-54-25-7033	1,788.78	1,788.78
03/24	03/11/2024	38505	1938	SOUTHWEST GAS CORP	022824TROW	UTILITIES	01-59-35-7033	649.99	649.99
03/24	03/11/2024	38505	1938	SOUTHWEST GAS CORP	022824TROW	UTILITIES	02-54-25-7033	447.87	447.87
03/24	03/11/2024	38505	1938	SOUTHWEST GAS CORP	22824GOLDP	UTILITIES	03-54-25-7033	1,157.40	1,157.40
Total 38505:									5,790.21
38506									
03/24	03/11/2024	38506	6843	TUNIS, PETER	11639222	REFUND CREDIT	00-00-00-1075	22.70	22.70
Total 38506:									22.70
38507									
03/24	03/11/2024	38507	2028	U.S. POSTAL SERVICE	3082024	POSTAGE FOR MACHINE	03-54-25-7011	250.00	250.00
Total 38507:									250.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
38508									
03/24	03/11/2024	38508	2016	ULINE	175013113	SUPPLIES	01-56-35-7011	1,394.71	1,394.71
Total 38508:									1,394.71
38509									
03/24	03/11/2024	38509	6317	WESTERN ENVIRONMENTAL TESTIN	24020568	TESTING	03-54-25-7050	1,036.00	1,036.00
Total 38509:									1,036.00
38510									
03/24	03/11/2024	38510	2099	XPRESS BILL PAY	INV-XPR0097	EFT TRANSACTIONS	03-54-25-7011	692.75	692.75
Total 38510:									692.75
Grand Totals:									124,567.55

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	22.70	.00	22.70
00-00-00-2023	24,169.04	.00	24,169.04
00-00-00-2200	.00	24,191.74-	24,191.74-
01-00-00-2200	.00	22,490.84-	22,490.84-
01-00-00-2303	4.00	.00	4.00
01-00-00-2304	222.00	.00	222.00
01-00-00-2306	114.00	.00	114.00
01-00-00-2312	6.00	.00	6.00
01-17-00-3148	3,140.00	.00	3,140.00
01-17-00-3177	100.00	.00	100.00
01-51-14-7011	2,522.74	.00	2,522.74
01-51-14-7020	185.85	.00	185.85
01-51-14-7033	804.00	.00	804.00
01-51-14-7046	75.67	.00	75.67
01-52-20-7011	1,842.49	.00	1,842.49
01-52-20-7032	720.00	.00	720.00

GL Account	Debit	Credit	Proof
01-52-20-7033	1,635.33	.00	1,635.33
01-52-20-7044	196.12	.00	196.12
01-52-20-7046	33.94	.00	33.94
01-53-15-7031	2,000.00	.00	2,000.00
01-53-15-7131	2,250.91	.00	2,250.91
01-54-26-7011	259.89	.00	259.89
01-54-26-7033	3,331.60	.00	3,331.60
01-55-27-7011	374.73	.00	374.73
01-55-27-7033	371.22	.00	371.22
01-56-35-7011	418.05	.00	418.05
01-56-35-7043	222.69	.00	222.69
01-56-35-7046	647.24	.00	647.24
01-57-25-7043	150.00	.00	150.00
01-59-35-7011	128.19	.00	128.19
01-59-35-7033	734.18	.00	734.18
02-00-00-1575	1,126.25	.00	1,126.25
02-00-00-1580	2,365.22	.00	2,365.22
02-00-00-2200	.00	21,446.30-	21,446.30-
02-00-00-2230	72.12	.00	72.12
02-54-25-7011	10,288.98	.00	10,288.98
02-54-25-7033	7,483.89	.00	7,483.89
02-54-25-7044	34.18	.00	34.18
02-54-25-7046	75.66	.00	75.66
03-00-00-1575	1,396.25	.00	1,396.25
03-00-00-1580	5,556.23	.00	5,556.23
03-00-00-2200	.00	19,971.75-	19,971.75-
03-54-25-7011	3,640.72	.00	3,640.72
03-54-25-7033	6,880.20	.00	6,880.20
03-54-25-7043	1,053.56	.00	1,053.56
03-54-25-7044	131.31	.00	131.31
03-54-25-7046	277.48	.00	277.48
03-54-25-7050	1,036.00	.00	1,036.00
04-00-00-2200	.00	941.30-	941.30-
04-25-00-8092	941.30	.00	941.30
07-00-00-2200	.00	85.00-	85.00-
07-00-00-2305	25.00	.00	25.00
07-14-00-3147	60.00	.00	60.00
08-00-00-2200	.00	26,707.99-	26,707.99-
08-14-25-8080	5,000.00	.00	5,000.00
08-14-25-8090	12.99	.00	12.99

GL Account	Debit	Credit	Proof
08-14-27-8101	21,695.00	.00	21,695.00
22-00-00-2200	.00	4,790.09-	4,790.09-
22-54-25-7002	4,790.09	.00	4,790.09
23-00-00-2200	.00	3,942.54-	3,942.54-
23-54-25-7002	3,530.67	.00	3,530.67
23-54-25-7033	411.87	.00	411.87
Grand Totals:	124,567.55	124,567.55-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
03/03/2024	PC	03/07/2024	38449	West, Robert	635		00-00-00-102	531.75-	
03/03/2024	PC	03/07/2024	38450	Watson, Patrick	669		00-00-00-102	332.46-	
03/03/2024	PC	03/07/2024	3072401	Adams, Jarrod	582		00-00-00-102	2,958.83-	D
03/03/2024	PC	03/07/2024	3072402	Becker, Dennis	20		00-00-00-102	2,208.11-	D
03/03/2024	PC	03/07/2024	3072403	Brown, Jeremiah	652		00-00-00-102	1,499.62-	D
03/03/2024	PC	03/07/2024	3072404	Brown, Joel	657		00-00-00-102	2,357.75-	D
03/03/2024	PC	03/07/2024	3072405	Coombs, Brandon	31		00-00-00-102	3,016.29-	D
03/03/2024	PC	03/07/2024	3072406	Dennis, Felicitee	673		00-00-00-102	506.55-	D
03/03/2024	PC	03/07/2024	3072407	Durst Jr, Ronald	676		00-00-00-102	1,475.51-	D
03/03/2024	PC	03/07/2024	3072408	Flakus, Jay	32		00-00-00-102	2,100.54-	D
03/03/2024	PC	03/07/2024	3072409	Gutierrez, Tommy	659		00-00-00-102	2,429.72-	D
03/03/2024	PC	03/07/2024	3072410	Jennerjohn, Richard	650		00-00-00-102	2,273.05-	D
03/03/2024	PC	03/07/2024	3072411	Larsen, Stacey	644		00-00-00-102	1,254.91-	D
03/03/2024	PC	03/07/2024	3072412	Larson, Michele	667		00-00-00-102	1,223.76-	D
03/03/2024	PC	03/07/2024	3072413	Montes - Meza, Guadalupe	656		00-00-00-102	1,245.06-	D
03/03/2024	PC	03/07/2024	3072414	Moore, Angela	653		00-00-00-102	1,395.47-	D
03/03/2024	PC	03/07/2024	3072415	Phillips, Lori	39		00-00-00-102	1,797.58-	D
03/03/2024	PC	03/07/2024	3072416	Ruiz, Francisco	658		00-00-00-102	1,144.95-	D
03/03/2024	PC	03/07/2024	3072417	Sanabia, Andrew	663		00-00-00-102	2,301.21-	D
03/03/2024	PC	03/07/2024	3072418	Shaw, Sheema D.	150		00-00-00-102	2,380.46-	D
03/03/2024	PC	03/07/2024	3072419	Smith, David	157		00-00-00-102	1,213.75-	D
03/03/2024	PC	03/07/2024	3072420	Stanton, Monte	642		00-00-00-102	1,960.68-	D
03/03/2024	PC	03/07/2024	3072421	Sturtevant, Helen M.	163		00-00-00-102	1,472.72-	D
03/03/2024	PC	03/07/2024	3072422	Switzer, Robert	643		00-00-00-102	3,683.74-	D
03/03/2024	PC	03/07/2024	3072423	Wagner, Darren E.	184		00-00-00-102	2,707.14-	D
03/03/2024	PC	03/07/2024	3072424	Wisner, Nicholas	177		00-00-00-102	2,345.14-	D
Grand Totals:								47,816.75-	

D = Direct Deposit

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
03/03/2024	CDPT	03/04/2024	38451	PUBLIC EMPLOYEES RETIREME	2	Retirement - Police Pay Period: 3/	00-00-00-102	20,910.76-	
03/03/2024	CDPT	03/18/2024	38517	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 3/3/2024	00-00-00-102	163.50-	
03/03/2024	CDPT	03/04/2024	3042401	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	8,395.14-	
Grand Totals:								29,469.40-	
									</

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

ITEM

6

NEW BUSINESS LICENSE APPLICATIONS SUBMITTED TO THE CITY COUNCIL ON MARCH 25, 2024

	APPLICANT(S)	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	COMMENTS
A	Alyssa Hernandez	Nails by Alyssa Hernandez, LLC	2 Newcombe Ave Yerington, NV 89447	Nail Technician	Address Change
B	Alyssa Hernandez & Angela Williams	Alternative Wellness Solutions	2 Newcombe Ave Yerington, NV 89447	Laboratory Testing	New
C	Marlene Smallwood	Hair & Nails by Molly, LLC	46 N. Main St Yerington, NV 89447	Cosmetologist	New
D	Chad Kay	High Voltage Electric, LLC	9 E. Freeport Blvd Sparks, NV 89431	Electrical Contractor	New Single Project
E	Brayon Alejandro Vasquez-Madera	GigaCrafts, LLC	19 Maple Dr Yerington, NV 89447	IT Services, Engraving & 3D Printing	New
F	Craig Hallworth	Mason Resources U.S., Inc.	5B Hwy 95A East Yerington, NV 89447	Undeveloped Copper Resource & Mineral Rights	New

TYPE - NEEDS ACTION

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

Business Status: _____
Business Licenses # 3231
Category # A
(official use only)

BUSINESS NAME: Nails by Alyssa Hernandez LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
Choose One:
☒ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
☐ Single Project -- Single job to be completed within one year. (\$50.00 Fee)
TOTAL FEES PAID: \$ _____

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied ☐
Phone: 775-463-3511
ZONING: [] [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)
Building Inspector J. B. Brown Date: 2-14-2024
(Signature)
Public Works Director [Signature] Date: 02/23/24
(Signature)
2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261
Fire Inspector _____ Date: _____
(Signature)
Fire Chief [Signature] Date: 2-12-24
(Signature)
3. **Nevada Health Dept.** Approved ☐ Denied ☐
Phone: 775-684-4200
Inspector _____ Date: _____
(Signature)
4. **Police Department** Approved ☐ Denied ☐
Phone: 775-463-2333
Police Chief [Signature] Date: 3-7-24
(Signature)
5. **City Clerk** Approved ☒ Denied ☐
City Clerk: [Signature] Date: 3-18-2024
(Signature)
6. **City Council Approval** Approved ☐ Denied ☐
Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

Business Status: 3305
Business Licenses # 3305
Category # 2
(official use only)

BUSINESS NAME: Alternative Wellness Solutions

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
Choose One:
☒ **Permanent Business** -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ **Short Term Project** -- To be completed within 30 days. (\$50.00 Fee)
☐ **Single Project** -- Single job to be completed within one year. (\$50.00 Fee)
TOTAL FEES PAID: \$ 20.00

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied ☐
Phone: 775-309-5457
ZONING: [] [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance ☒ (yes) (no)
Building Inspector T BROWN Date: 2-1-2024
Public Works Director [Signature] Date: 03/10/24
2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261
Fire Inspector _____ Date: _____
Fire Chief [Signature] Date: 1-30-24
3. **Nevada Health Dept.** Approved ☐ Denied ☐
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☐ Denied ☐
Phone: 775-463-2333
Police Chief [Signature] Date: 3-7-24
5. **City Clerk** Approved ☒ Denied ☐
City Clerk: [Signature] Date: 3-18-2024
6. **City Council Approval** Approved ☐ Denied ☐
Mayor: _____ Date: _____

Check List: (official use)

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

Effective Date : 02/28/2024

Expiration Date : 02/27/2026

State of Nevada
Department of Health and Human Services
Division of Public and Behavioral Health

License Number
12546-COL-0

This Is To Certify That

ALTERNATIVE WELLNESS SOLUTIONS LLC
2 NEWCOMBE AVE
YERINGTON, NV 89447

is hereby registered as an

COLLECTION ONLY

as provided for in Chapter 652 of the Nevada Revised Statutes and the Nevada Administrative Code
and the standards, rules and regulations adopted by the Board of Health.

This facility is licensed to provide the following categorized tests:

Business Status: _____
Business Licenses # 3332
Category # A
(official use only)

BUSINESS NAME: Hair & Nails by Moley LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee:

\$ 20.00

Choose One:

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

\$ _____
\$ _____

TOTAL FEES PAID:

\$ _____

REQUIRED INSPECTIONS:

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

1. Public Works Approved ☒ Denied []
Phone: 775-463-3511

ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)

Building Inspector

Public Works Director

(Signature)

(Signature)

Date: 2-15-2024

Date: 02/23/24

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

Fire Inspector

Fire Chief

(Signature)

(Signature)

Date:

Date:

3. Nevada Health Dept. Approved [] Denied []
Phone: 775-684-4200

Inspector

Date:

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

Police Chief

(Signature)

Date:

5. City Clerk Approved ☒ Denied []

City Clerk:

(Signature)

Date:

6. City Council Approval Approved [] Denied []

Mayor:

(Signature)

Date:

Check List: (official use)

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

Business Status: _____
Business Licenses # 3368
Category # A
(official use only)

BUSINESS NAME: High Voltage LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
Choose One:
☐ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
☒ Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ 50.00
☒ Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ 50.00
TOTAL FEES PAID: \$ 20.00

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied []
Phone: 775-309-5457
ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance ☒ (yes) (no)
Building Inspector [Signature] Date: 2-28-24
Public Works Director [Signature] Date: 02/27/24
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector [Signature] Date: 2-23-24
Fire Chief [Signature] Date: 2-23-24
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
(Signature)
4. **Police Department** Approved [] Denied []
Phone: 775-463-2333
Police Chief [Signature] Date: 3-8-24
(Signature)
5. **City Clerk** Approved [] Denied []
City Clerk: _____ Date: _____
(Signature)
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

Business Status: _____
Business Licenses # 3335
Category # A
(official use only)

BUSINESS NAME: GIGACRAFTS LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
Choose One:
☒ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ _____
☐ Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ _____
TOTAL FEES PAID: \$ _____

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied []
Phone: 775-309-5457
ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 ☒ N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)
Building Inspector [Signature] Date: 2-25-2024
Public Works Director [Signature] Date: 02/23/24
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector [Signature] Date: 2-23-24
Fire Chief [Signature] Date: 2-23-24
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved [] Denied []
Phone: 775-463-2333
Police Chief [Signature] Date: 3-8-24
5. **City Clerk** Approved ☒ Denied []
City Clerk: [Signature] Date: 3-18-2024
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: _____
Business Licenses # 3370
Category # A
(official use only)

BUSINESS NAME: Mason Resources

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
Choose One:
☒ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ _____
☐ Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ _____
TOTAL FEES PAID: \$ _____

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied ☐
Phone: 775-463-3511

ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)

Building Inspector J R Rowin Date: 2-16-2024
(Signature)
Public Works Director [Signature] Date: 02/23/24
(Signature)

2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261

Fire Inspector _____ Date: _____
(Signature)
Fire Chief [Signature] Date: 2-21-24
(Signature)

3. **Nevada Health Dept.** Approved ☐ Denied ☐
Phone: 775-684-4200

Inspector _____ Date: _____
(Signature)

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

Police Chief [Signature] Date: 3-8-24
(Signature)

5. **City Clerk** Approved ☒ Denied ☐

City Clerk: [Signature] Date: 3-18-2024
(Signature)

6. **City Council Approval** Approved ☐ Denied ☐

Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

ITEM

7



RE-ASSIGNMENT OF LEASE

COMES NOW EDBY CALDERON, Lessee of that certain lease entered into with the City of Yerington, **Hanger Lease #412**, and pursuant to Section 19 thereof, hereby assign all rights under said lease to THOMAS T TOBIN, effective upon approval of City Council.

Eddy Calderon Merlos
EDBY ROEL MERLOS CALDERON

2-29-2024
DATE

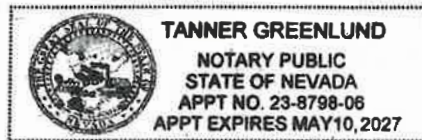
STATE OF NEVADA)

) ss.

COUNTY OF Washoe)

On 2/29, 2024, before me, Tanner Greenlund ~~Tanner Green~~ notary public, personally appeared Eddy Calderon Merlos personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument and who acknowledged that he/she/they executed the instrument.

Tanner Greenlund
Notary Public



ACCEPTANCE

I/we, THOMAS T TOBIN as assignee(s), hereby accept the foregoing reassignment and agree to be bound by the lease terms as though set forth in full herein. I/we further accept the terms set forth in the City's Acceptance of Assignment set forth below.

T. T. Tobin
THOMAS T TOBIN

3/2/24
DATE

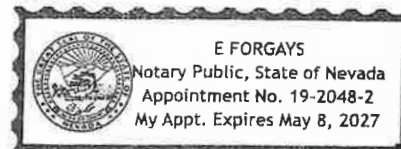
STATE NEVADA)

) ss.

COUNTY OF Washoe)

On March 2, 2024, before me, a notary public, personally appeared Thomas T. Tobin and - N/A -, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

E. Forgays
Notary Public



Page 1 of 2

APPROVAL OF REASSIGNMENT

Pursuant to that authority given by the Yerington City Council on the ____ day of _____, 20__, consistent with Section 19 of said lease, the foregoing assignment is hereby APPROVED by the Lessor, the City of Yerington. This lease is for land only. The subject property may have been improved by prior lessees which improvements may include, but may not be limited to, an aircraft hanger. The City of Yerington makes no warranties of any kind regarding any improvements (including but not limited to the hanger), including but not limited to any improvements, fitness for a particular purpose or use, integrity or safety. This assignment is approved only on the condition that assignees waive any and all claims, demands or causes of action, known or unknown, that they have now, or may have in the future, regarding both the validity of this assignment as set forth in their acceptance above, and regarding the condition of the improvements as set forth herein.

_____, Mayor

ATTEST: _____
CITY CLERK

F:\UH\GENERAL CLIENTS\Yerington\Hangar Lease\Assignment of Lease.doc

ITEM

8



HANGAR LEASE
BETWEEN
THE CITY OF YERINGTON
AND
THOMAS T TOBIN ; HANGAR NO. 412

1. PARTIES

City of Yerington, a political subdivision of the State of Nevada, and THOMAS T TOBIN (Tenant), mutually agree and promise as follows:

2. PURPOSE

The purpose of this Lease is to lease a parcel of land of real property located at the Yerington City Airport (the "**Airport**"), shown in description attached (Hangar No.412) for the express purpose of housing operable aircraft. The Airport, owned by the City of Yerington, is a public airport located in Yerington, Nevada, as shown on the airport layout plan, which is on file in the City Hall. The City is acting solely in its proprietary capacity as the City and not in any governmental capacity unless so stated. The City representative for purposes of this Lease is the City Manager.

3. LEASED PREMISES

In consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants of this agreement, City leases to Tenant, and Tenant leases from City, subject to all easements and encumbrances of record, the parcel of real property described herewith, ("**Premises**"). The Premises may or may not include a hangar or other improvements.

4. TERM

This Lease is for a term of Ten (10) years. The commencement date of this Lease is _____.

This Lease shall run from July 1 of each year and ending the following June 30. This Lease will be adjusted to the dates above, i.e 10 years, plus that portion of the preceding year as established by the date of final approval of the City Council.

5. OPTION TO RENEW

Tenant shall have one option to renew this Lease for a period of Ten (10) years upon expiration of the initial term provided that all terms, covenants and conditions of the initial lease term have been met and fulfilled. All provisions of this Lease will carry over with the exception of the rent amount. Other changes, which are mutually agreed to by both parties, may be made. Written notice of Tenant's intention to renew this Lease must be given to City in writing at least 180 calendar days prior to the expiration of the lease proposed for renewal, or the option will automatically terminate.

6. RENT

Tenant shall pay the following rent:

Site Rent. Tenant shall pay City a yearly rent for the use of Premises, payable in advance on the first day of July during the term of this Lease. The initial yearly rent amount is \$128.60 (sq. feet x .25 cents). The rent amount will be adjusted every five years. The base for computing the adjustments is the Consumer Price Index (CPI), as accepted by the Nevada State Retirement Board, which is effective on the date of the commencement of the term (beginning index), or other comparable measurement or index which may replace the CPI. The index published immediately preceding the adjustment date in question (extension index) is to be used in determining the amount of adjustment. Rent payable for any partial month shall be prorated.

7. ADDITIONAL PAYMENT PROVISIONS

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

be assessed for each delinquency, and delivered to the City of Yerington, 14 E Goldfield Ave, Yerington, NV 89447, or such other place as the City may direct.

- B. Place of Payment. All rents and fees must be made payable to the City of Yerington and mailed by first class mail, postage prepaid, or personally delivered to the City of Yerington, 14 E Goldfield Ave, Yerington, NV 89447, or such other place as the City may direct.

8. MAINTENANCE, REPAIR AND STORAGE

This Lease is for land only. The Premises shall not be used for any purpose other than occupancy of a hangar for aircraft purposes. If the Premises includes any improvements, Tenant accepts them as is, and is solely responsible for their maintenance and repair.

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

9. USE OF PREMISES

All uses of the Premises must comply with the Airport minimum standards for development for fixed base operators and airport tenants. The Yerington Municipal Airport's Rules and Regulations, adopted September 25, 2006, as may be amended, are hereby incorporated and made a part of this Lease. Tenant and its assignees, subleasees, agents, and employees shall comply with said Rules and Regulations as may be amended from time-to-time.

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

The Premises shall not be used for living or residential uses. Transient use shall not exceed fourteen days, cumulative, during any calendar year.

Tenant shall provide City with a list of persons (full name, address and phone number) authorized by Tenant to access the Premises. City may, but shall have no obligation to, disallow access to hanger areas by unauthorized persons.

10. UTILITIES

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

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

- A. Tenant shall not commit, or suffer to be committed, any waste on the Premises or any nuisance or other act or thing, which may disturb the quiet enjoyment of the use of the Airport or surrounding property. Tenant shall provide, as necessary, a separate drainage, collection or separation system to ensure that no untreated liquid waste from any type of operation be discharged directly or indirectly onto the ground or into the Airport drainage or sanitary system, including aircraft cleaning and oil change operations. Tenant shall not permit any activity on the Premises which directly or indirectly produces unlawful or excessive amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.
- B. Hazardous Materials or Substances. The term "**Hazardous Materials**" means any toxic substance, hazardous substance, regulated substance and hazardous or radioactive material, as defined by any Federal or State Agency.
- C. Condition of the Premises The Premises are conveyed in an "as is" physical condition with no warranty, expressed or implied, on the part of City as to the condition of the existing improvements, or the condition or the geology of the soil. It is the sole responsibility of Tenant, at its sole cost and expense, to inspect, investigate and determine the suitability of the soil, geology, environmental and seismic conditions of the Premises for Tenant's intended development. The Tenant is not liable for any preexisting hazardous materials on the Premises and has no obligation to remediate the site of preexisting hazardous materials. However, Tenant's execution of this Lease constitutes its acknowledgement that no hazardous conditions, materials or substances existed on the Premises at the time of the execution of this Lease.

- D. Tenant shall be responsible to remediate any conditions regarding the property that arise contrary to this section.

12. STORM WATER RUNOFF

The Federal Clean Water Act provides that the discharge of pollutants to waters of the United States from any industrial or commercial properties must be in compliance with a National Pollutant Discharge Elimination Permit (NPDEP). Under this Act airports are considered "industrial activities." The Yerington Airport and all its tenants are required to be in compliance under the Act and the regulations promulgated by the Nevada Department of Environmental Protection as amended from time to time.

13. RULES AND REGULATIONS

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

14. SECURITY

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

15. HOLD HARMLESS AND INDEMNIFICATION

Tenant shall indemnify, defend, save, protect, and hold harmless City, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorney's fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Tenant's performance of its operations, the acts, errors or omissions of Tenant, its agents,

contractors, guests, or employees, or the use and possession of the Premises, by Tenant, its agents, contractors, guests, or employees, or the use and possession of the Premises, by Tenant or any sub-tenant, their agents, contractors, guests, or employees, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the City, its officers or employees, and if required by the City, will defend any actions at the sole cost and expense of the Tenant. The City and Tenant agree the indemnification provision of this Lease will survive termination of this Lease.

16. INSURANCE

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

- A. **Form of Policies.** All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to the City Manager. Evidence of all insurance required must be provided by Tenant by filing with the City Manager a copy of the policy and policies, together with a duly executed **original** certificate of insurance to the effect that the insurance required by this Lease is extended. All certificates of insurance must specifically state that City of Yerington, its officers, agents, and employees are named as additional insured under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the City Manager no less than 30 days in advance of the effective date.
- B. **Notice.** Tenant must give the City Manager prompt and timely notice of any claim made or suit instituted of which it is aware, that in any way directly, contingently, or otherwise affects or might affect either party; and both have the right to participate in the defense of the claim to the extent of its own interest.

17. TAXES

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

18. INSPECTION, ACCESS AND NOTICE

The City Manager and or any of its agents, upon one business day's advance notice to Tenant, shall be permitted access to go upon and inspect the Premises and any improvements for the primary purpose of ensuring compliance with this Lease.

19. ASSIGNMENT, SUBLETTING, SALE AND ENCUMBRANCE

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

1. The name of the proposed assignee, buyer, or other transferee;
2. The nature of the proposed assignee's, or other transferee's business to be carried on the Premises; and
3. Each of the terms and provisions of the proposed assignment, sale, or other transfer, including without limitation, the full consideration for the sale, assignment, or transfer.

20. SURRENDER

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

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

21. DEFAULT

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

- A. Failure to pay rent when due, if the failure continues for 30 days after written notice has been given to Tenant.
- B. Failure to undertake maintenance requested by the Manager, if the failure continues for 90 days after notice has been given to Tenant, unless a serious safety matter exists, in which case Tenant shall have 10 days from receipt of the notice to cure the default.
- C. Insolvency, adjudication of Tenant as bankrupt, or the loss of possession of the Premises, or any portion, by virtue of attachment, execution of receivership, if the bankruptcy proceedings are not terminated in Tenant's favor.
- D. Assignment for the benefit of creditors.
- E. Failure to comply with any of the provisions of Section 24, Non-Discrimination, after receiving written notice and failure to cure.
- F. Any act, condition, event, or failure of performance constituting a default under any provision in this Lease.

22. CITY'S REMEDIES

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

- A. The City may terminate this Lease and Tenant's right to possession of the Premises. No act by the City Manager, other than giving notice to Tenant as required by the City Council, shall terminate this Lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on the City Manager's initiative to protect City's interest under this Lease do not constitute a termination of Tenant's right to possession.
- B. The City may, at any time after Tenant commits default, cure the default at Tenant's cost. If City, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City is due from Tenant to City immediately upon notice given by City to

Tenant. If the Tenant pays at a later date the late fee as provided herein shall be added and that sum will bear interest at a rate of **10%** per annum from the date the sum is paid by City until City is completely reimbursed by Tenant. The sum, together with interest on it, is additional rent.

23. DESTRUCTION

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

24. NON-DISCRIMINATION

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

25. GENERAL PROVISIONS

- A. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the airport.
- B. City reserves, for its successors and assigns and for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased Premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any

aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation, of the Yerington Airport.

- C. Tenant agrees to comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises.
- D. The Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased Premises higher than 35 feet from the ground level. In the event this covenant is breached, the City reserves the right to enter upon the Premises to remove the offending structure or object (or cut the offending tree), all of which shall be at the expense of the Tenant.
- E. The Tenant, successors and assigns, by accepting this Lease, agrees that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Yerington Airport or otherwise constitutes a hazard. In the event this covenant is breached the City reserves the right to enter upon the Premises and to abate the interference at the expense of the Tenant.
- F. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 139A).
- G. Tenant's intended use of the Premises is to hangar aircraft and to sublease hangar space. Tenant shall identify and provide City with not less than one valid aircraft tail number of an aircraft that will be hangared at the Premises. If the Premises has not been used for the storage of aircraft for a period of 90 days or more, City may declare the default of the Lease.
- H. Notwithstanding any other terms of this Lease, it is agreed that all present buildings and other improvements upon the Premises are and shall remain personal property of the Tenant, and not real property affixed to the land. Anything to the contrary notwithstanding, City shall have the option of purchasing any building and improvements sixty (60) days prior to the termination of this Lease at their appraised value. If City does not elect to purchase the same, then Tenant shall have the right to remove any building and other improvements from the Premises, which must be removed at the date of Lease termination; or, Tenant must remove said buildings within sixty (60) days after the Lease termination and pay to the City daily rent in

the amount of THREE AND NO/100 (\$3.00) DOLLARS per day. In the event the Tenant fails to remove such buildings within said sixty (60)-day period, any buildings and other improvements shall be deemed abandoned and shall become the property of City. In the event of a Lease termination wherein the said buildings or improvements are abandoned, destroyed or left in such a condition as to render their value questionable in the opinion of City, City may remove the buildings or improvements at the expense of Tenant. If the Lease is terminated by the City before the full term or any extension thereof, Tenant shall have ninety days to remove any improvements. If the Lease is terminated by the Tenant before the full term or any extension thereof, Tenant shall have sixty (60) days in which to remove any building or improvement.

26. OPERATION OF AIRPORT BY CITY STAFF

- A. Aviation Hazards. The City Manager reserves the right to take any action he considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of the City Manager or Federal Aviation Administration, would limit the usefulness of the airport or constitute a hazard to aircraft.
- B. Navigational Aids. The City Manager reserves the right, during the term of this Lease, any renewal, or any extension to install air navigational aids including lighting, in, on, over, under, and across the Premises, at the City's expense, in the exercise of any rights without prior notice.

27. FINANCING OF LEASEHOLD ESTATE

Tenant may subject the leasehold estate to a mortgage, deed of trust, or other security instrument, as security for a loan provided that:

- A. The mortgage and all rights acquired under it are subject to all of the covenants, conditions, and restrictions contained in this Lease and to all rights and interests of City.
- B. Tenant gives the City Manager written notice of any mortgage, and the address to send any notices required by this section.
- C. City will not exercise its remedies under section 21 Default, and Section 22, City's Remedies of this Lease unless:

1. City sends a written notice of default to both Tenant and mortgagee stating the nature and extent of the default, and
2. Within 60 days after service of the notice of default, the mortgagee failed to do either of the following:
 - (i) Cure the default if it can be cured by the payment of money, or
 - (ii) If the mortgagee does not elect to cure the default by the payment of money, the mortgagee commences foreclosure proceedings, and in the Manager's opinion, diligently prosecutes the foreclosure proceedings to conclusion.

D. This Lease shall not be subordinated to any mortgage, deed of trust or other security device.

28. NOTICE

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

City Manager
City Hall
14 E Goldfield Ave
Yerington, Nevada 89447

And the mailing address of the Tenant is _____.

29. INVALID PROVISIONS

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

30. MECHANIC'S AND MATERIALMAN'S LIENS

Neither Tenant nor the City shall permit any mechanic's, materialman's, or other lien against the Premises or the property of which the Premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any lien is filed against the Premises or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged. Either party may contest any lien, so long as its enforcement is stayed.

31. WAIVER

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

32. WRITTEN AGREEMENT

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

33. CONSENTS

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

34. TIME

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

35. BINDING ON SUCCESSORS

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

36. ALTERATIONS AND ADDITIONS

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

37. APPEAL

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

38. SIGNATURES

CITY OF YERINGTON

TENANT:

By _____
Mayor

By: TH T. Tobin
Thomas T Tobin

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

By: _____
City Manager

Date: _____

Approved as to Form:

By: _____
City Attorney

ATTEST: City Clerk

By: _____

ITEM

9



Business Licenses to be Revoked. Submitted to City Council on March 25,2024

	Business Name	Lic. Numb.	Qtr. Payment	Bus. Class	Certified Letter Sent	Received Letter	Certified Returned Un-open	Comments
A	Alpha & Omega Energy Services, LLC dba SunVolt	3250	\$30.00	A	February 22, 2024	Yes		DID NOT PAY 4TH QTR OCT-DEC 2023
<p>If there is no one available to sign for the letter an orange notice is left in the owner's mail box / P.O. Box, to let them know they have a certified letter waiting for their signature. If not picked up a second notice is sent 5-6 days later. A final notice is sent 10- 11 days from original mailing date. If letter is not picked up by the 15th day the letter is returned to sender.</p>								

ITEM

10



Wayne Workman
Superintendent

LYON COUNTY SCHOOL DISTRICT AND
THE CITY OF YERINGTON



YERINGTON *Nevada*



Brandon Coombs
Acting Chief of Police

MEMORANDUM OF UNDERSTANDING

LYON COUNTY SCHOOL DISTRICT AND YERINGTON POLICE DEPARTMENT
RESOURCE OFFICER PROGRAM

July 1, 2023~~4~~ June 30, 2024~~5~~

MEMBERS:

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

And

City of Yerington
~~102 South Main Street~~ 14 E. Goldfield Ave.
Yerington, NV 89447
Ph: (775) 463-3511 • Fax: (775) 463-2284
Contact: Brandon Coombs, Acting Chief of Police

I. PURPOSE

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

II. OVERVIEW

The LCSD and YPD have historically enjoyed partnerships built on a foundation of shared goals and objectives, which are approached in a constructive and positive manner, and achieved through open communication.

The placement of an SRO on a school campus does not preclude such officer from exercising their discretion from enforcing the letter and the spirit of the law. The SRO can and will work in conjunction with the school officials to resolve student conflicts whenever possible that might utilize internal school practices.

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

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

III. DUTIES OF PARTICIPATING MEMBERS

A. Yerington Police Department

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

2. Provide input for program goals and objectives.

- **SRO Activities.**

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

- **Equipment.**

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

- **Maintain Records.**

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

- **Financial Responsibility.**

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

B. Lyon County School District

- **Action.**

1. From July 1, 2023~~4~~ through June 30, 2024~~5~~: provide funding in the amount of \$340,000.00 annually in one payment and within 30 days after this agreement has been ratified by both parties for one (1) Category I Nevada Peace Officer Standards Trained (POST) officer to be assigned to the following geographical school area:

- City of Yerington

2. Provide SRO reporting guidance for the assigned school(s).
3. Provide input for program goals and objectives.
4. Identify focused needs for the school.

- **Activities.**

1. Approves curriculum and schedule for approved evidence-based youth program instruction taught by SRO.
2. Provide data and information necessary for YPD to complete all reporting requirements.

- **Equipment.**

1. Provide work space and computer access for the assigned SRO.
2. Provide support equipment for any assigned classroom lecture and instruction.

- **Financial Responsibility.**

1. Reimburse the City of Yerington for one (1) Category I Nevada Peace Officer Standards Trained (POST) officer for actual wages and benefits earned in the amount of \$340,000.00 annually.
2. Reimburse City of Yerington for wages earned with all pre-approved school related assignments in excess of 84 bi-monthly hours at \$55.00 per hour.
3. Should YPD be unable to fill the SRO position for all or part of the school year, the City of Yerington shall reimburse the LCSD all unexpended funds on a prorated basis.
4. Reimburse City of Yerington from Federal awarded funds (federal grant) and provide a 30-day notice if district funding and therefore City of Yerington reimbursement sources change from Federal to State funding.

IV. INFORMATION SHARING

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

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

1. SRO consults with the school site principal during assigned school workdays and reports directly to the YPD Chief of Police. The SRO's only employer is the YPD.
2. SRO is jointly evaluated by the school site principal and the assigned YPD Chief of Police, quarterly for the first year, and then on an annual basis thereafter.
3. The selection of the SRO will be a joint effort between YPD and LCSD officials to ensure that the appropriate person is selected and that the program is successful. Following consultation, the final SRO assignment shall be determined by the YPD Chief.
4. At the discretion of the YPD Chief of Police, should an emergency situation occur off-campus, the SRO may be directed to respond during school hours.

VI. TERM

This MOU will become effective upon the approval by all parties, with a prescribed end date of June 30, 2024~~5~~. The parties will determine continuance as needed. Either party may terminate this MOU by giving written notice of such intent to the other party at least thirty (30) days prior to such termination. Should YPD terminate this agreement early, the City of Yerington shall reimburse the LCSD all unexpended funds on a prorated basis.

VII. INDEMNIFICATION

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

VIII. SIGNATURES

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

John Garry
City of Yerington - Mayor

Date

Phil Cowee
Lyon County School Board Trustee - President

Date

Brandon Coombs
City of Yerington – Acting Chief of Police - Designee

Date

Wayne Workman
Lyon County School District - Superintendent

Date

ITEM

11

1937

1938



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

NOTICE OF VIOLATION

February 14, 2024

Joseph Ouellette
P.O. Box 11713
Zephyr Cove, NV 89448
Re: APN 001-214-06

Dear Property Owner,

It has been brought to my attention that your property located at **206 W. Bridge Street** (photos included) has become a nuisance. Below is the Yerington City code-defining nuisances:

Municipal Code 4-2-1, Nuisances defined:

The term "nuisance" means any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises are located. This includes, but is not limited to, the following:

A. Unlawful Acts or Omission to Perform Duty: Every act unlawfully done and every omission to perform a duty, which act or omission shall:

1. Annoy, injure or endanger the safety, health, comfort or repose of persons;
2. Offend public decency;
3. Unlawfully interfere with, befoul, obstruct or tend to obstruct, or render dangers for passage of public park, square, street, alley, bridge, causeway or highway or a river, stream, canal, ditch, pond or other body of water;
4. In any way render persons insecure in life or the use of property.

B. Injurious to Health; Indecent or Offense; Obstruction to Free Use of Property: Anything which is injurious to health, or indecent and offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.

C. Insecure or Unsafe Buildings or Conditions; Garbage: All insecure or unsafe buildings, walls, chimneys, stacks or other structures, all filth, garbage, offal, ashes, all nauseous, flammable and unhealthful matter, all partially burned buildings and structures, and all debris resulting from fires and demolition or abandonment of structures.

D. Violation of State Law or City Ordinance: The violation of any state law or city ordinance which defines violation thereof as a nuisance. (1973 Code § 8.12.010)

E. Abandoned, Discarded or Unused Objects: Abandoned, discarded or unused objects or equipment such as machinery, furniture, stoves, household appliances, cans, containers, boxes, waste, old building materials, trash and other refuse. (1973 Code § 8.12.010; and. Ord. 06-07, 12-11-2006)

F. Outside Storage: Outside storage of vehicles, equipment, building materials and other property, unless fully screened from view from outside the property and fully enclosed.

G. Smoke Or Air Pollution: Excessive emission of dense smoke and air pollution caused by excessive soot, cinders, fly ash, dust, noxious acids, fumes and gases within the city.

H. Noise: Excessive noise which is injurious to health or which interferes unreasonably with the comfortable enjoyment of life or property within the city. (1973 Code § 8.12.010)

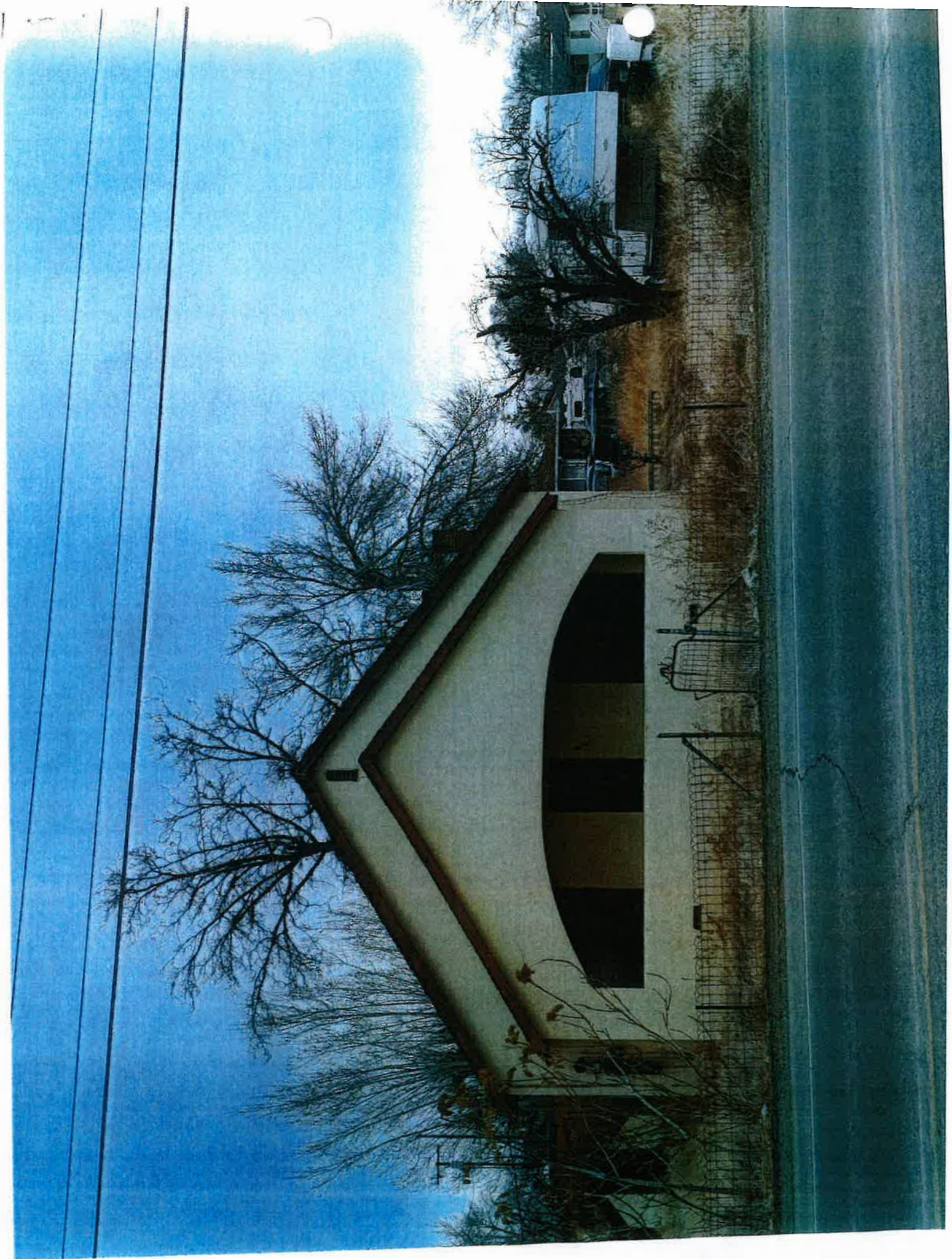
***Weeds need to be cut down/removed, household appliances and all unregistered/unlicensed vehicles need to be removed ***

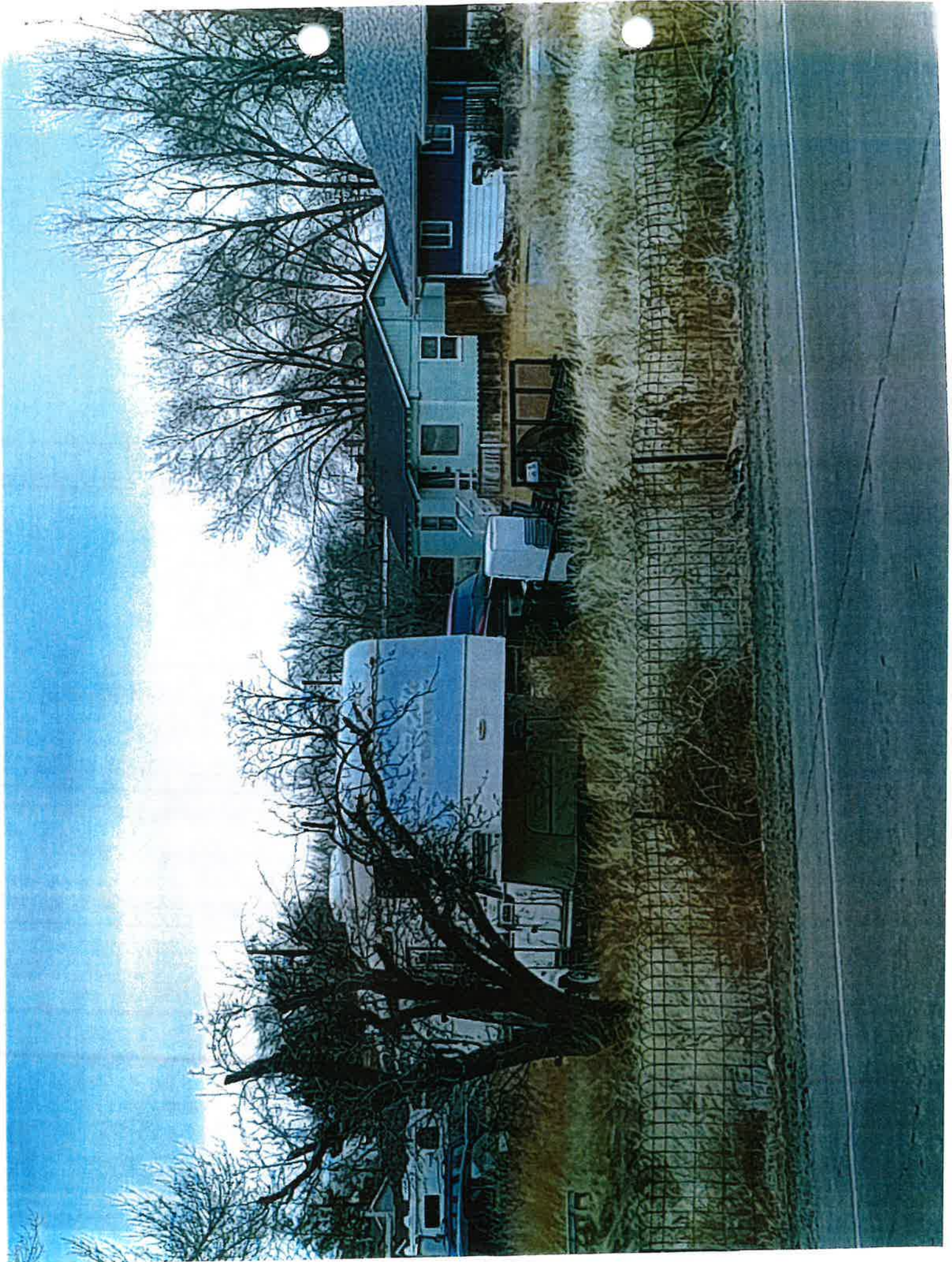
Pursuant to City Municipal Code 4-2-1, this letter serves as a Notice of Violation for the property at **206 W. Bridge St.** You have fourteen (14) days from the date of this mailing to commence abatement of the nuisance of diminution in value of property in the neighborhood in which the premises are located. Failure to abate the nuisance will result in further action including removal of all items mentioned above by the City of Yerington with the costs and expenses charged to the property (Municipal Code: 4-2-10(a)). 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









14 East Goldfield Avenue
Yerington • Nevada • 39447

CERTIFIED MAIL



7022 3330 0001 8414 5559

FIRST-CLASS



US POSTAGE^{IMPITNEY BOWES}

ZIP 89447
02 7H
0001339081

\$ 008.93⁰

FEB 14 2024

Joseph Ouellette
P.O. Box 11713
Zephyr Cove, NV 89448

2/13 - 3/1

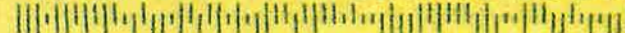
NIXIE 895 DE 1 0003/15/24

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

8944833743-0082

BC: 89447238214 *0941-01481-14-45



ITEM

12

14-11

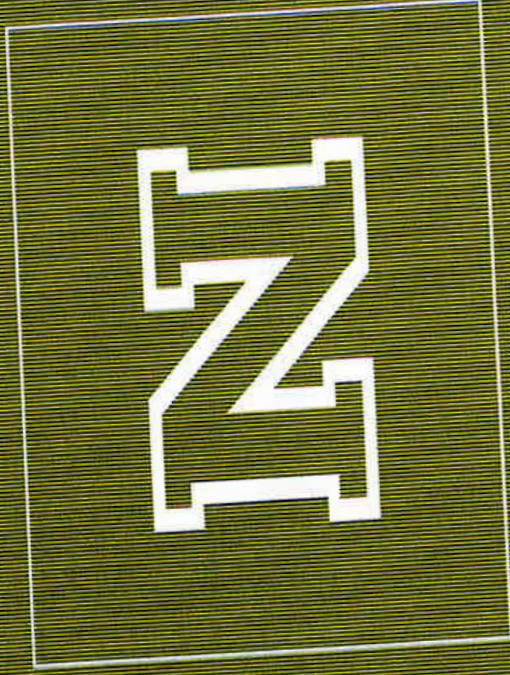
51



An Economic Impact of the 2023 Night in the Country Event

Frederick Steinmann, DPPD
Director, University Center for Economic Development
University of Nevada, Reno

Phone: 775.784.1655 Email: fred@unr.edu



An Economic Impact Assessment of the 2023 Night in the Country Event

City of Yerington City Council Meeting
Monday, March 25, 2024

Overview of the Economic Impact Assessment

- 2023 Night in the Country held July 19, 2023 through July 22, 2023.
- Combination of On-Site and Post-Event Surveys.
- Creation of an Input/Output (I/O) Model.
 - **Direct Impacts:** the expenditure and employment amounts that directly impact the economy because of an event.
 - **Indirect Impacts:** economic effects of business-to-business purchases; the 'ripple effect'.
 - **Induced Impacts:** spending of additional/new household income earned by workers because of an event.
 - **Multipliers:** mathematical equations that measure total direct, indirect, and induced impacts.
- Collection and Analysis of Relevant Socio-Demographic and Economic Data.
- Results published in a UCED Technical Report, ***An Economic Impact Assessment of the 2023 Night in the Country Event*** (UCED 2023/24-04, December 2023).

Results of the Economic Impact Analysis

Socio-Demographic and Economic Analysis:

- Top 10 Counties of Estimated Attendee Origination:
 - Washoe County, Nevada
 - Lyon County, Nevada
 - Douglas County, Nevada
 - Carson City, Nevada
 - **Sacramento County, California**
 - Elko County, Nevada
 - **Placer County, California**
 - Churchill County, Nevada
 - Clark County, Nevada
 - **El Dorado County, California**
- 27 Different states (domestically) with recorded online ticket sales; largest states with recorded online ticket sales: (1) Nevada, (2) California, (3) Colorado, (4) Florida, and (5) Arizona.
- Examination of Total Population, Median Age, Median Household Income, Median Family Income, and Per Capita Income.
 - Generally, attendees originated from counties with growing population levels and median ages that were less their state of origin and less than the U.S. nationally.
 - Generally, attendees originated from counties with median household, median family, and per capita income levels greater than their state of origin and greater than the U.S. nationally.

Results of the Economic Impact Analysis

Follow-Up Survey Results:

- **Majority of survey respondents relatively young** (83.3% between 20 and 54 years of age).
- **75.5% of respondents live outside Lyon County**; 24.5% of respondents live *inside* Lyon County.
- Extended Stay (97.9% stayed between 1 and 7 days).
- Frequent return participants (39.1% attended NIC last 2 to 4 years).
- **High annual household income levels** (35.9% \$100,000 to \$149,999, 20.8% \$150,000 to \$199,999, 15.1% \$50,000 to \$74,999).
- Other events in northwestern Nevada participants will attend: **Best in the West Nugget Rib Cook-Off** (71.9%), **Reno Rodeo** (53.1%), **Great Reno Balloon Race and Sporting Event(s)** (43.8%), **Beer and Wine Event(s)** (25.0%).

Results of the Economic Impact Analysis

Input/Output (I/O) Analysis, Overall Economic Impact, Overall Employment Impact, Overall Tax Revenue Generated:

Total Overall Economic Impact

\$25,292,561.63

Total Direct: \$17,272,269.42

Total Indirect: \$2,657,881.67

Total Induced: \$5,362,410.52

Total Overall Employment Impact

234.06 total jobs

Total Direct: 202.21

Total Indirect: 16.17

Total Induced: 15.66

Total Overall Tax Revenue Generated Impact

\$6,213,973.02

Sub-County General Tax Revenue: \$142,049.81

Sub-County Special District Tax Revenue: \$243,850.50

County Tax Revenue: \$451,728.70

State Tax Revenue: \$1,667,592.31

Federal Tax Revenue: \$3,708,751.70

Results of the Economic Impact Analysis

Input/Output (I/O) Analysis, Attendee Spending by Category:

- **Lodging:** \$4,091,104.08 (based on an estimated total amount spent of \$228.12 per attendee)
- **Gaming:** \$170,731.68 (\$9.52 per attendee)
- **Event and Associated Fees:** \$17,986,367.28 (\$1,002.92 per attendee)
- **Food and Beverage at Night in the Country:** \$2,989,049.78 (\$166.67 per attendee)
- **Food and Beverage not at Night in the Country:** \$5,008,528.18 (\$279.27 per attendee)
- **Retail Shopping at Night in the Country:** \$2,301,470.22 (\$128.33 per attendee)
- **Retail Shopping not at Night in the Country:** \$640,423.14 (\$35.71 per attendee)
- **Entertainment not at Night in the Country:** \$448,350.00 (\$25.00 per attendee)
- **Fuel and Transportation:** \$3,565,637.88 (\$198.82 per attendee)