



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

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

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

City Hall
14 E. Goldfield Avenue
Yerington, NV 89447

NOTICE:

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

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

AGENDA:

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

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

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

4. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:

Checks 375592 through 37662 totaling \$265,908.23

5. **For Possible Action:** to approve New, Renewal and Name Change Business License Applications
 - A. Ella, Charlie & Edwin Kilgore DBA The Looney Leprechaun, Freeze dried candy, snow cones & doughnuts, 3 Camelot Acres Lane Yerington, NV 89447 – New
 - B. Brandon Jared, Heidi Jared, Michael Jared & Linda Jared DBA The Electric Company, Electrical Service & Repair, 660 Kresge Lane Sparks, NV 89431 – Single Project
 - C. Alyssa Hernandez DBA Nails by Alyssa, Nail Technician, 700 Cartwright Ave Yerington, NV 89447 – Name change
 - D. Marvin Arellano DBA Marv's Heating and Air Conditioning, LLC, Replacement and Repair of HVAC equipment, 13 Bluestone Ave Yerington, NV 89447 – New
 - E. Marc Lajeunesse DBA Micro Bio Tech, LLC, Biological and organic pesticide for agriculture, 17 Pete Hendrichs Road Yerington, NV 89447
 - F. Ronan O'Doherty DBA Ronan Doherty, Construction, 117 Elk Horn Dr Dayton, NV 89403- New
 - G. Evgenia Ivanova-Hernandez DBA Ivanova Esthetics, Esthetics, 215 W Bridge Street Yerington, NV 89447-New
 - H. Craig Opel & Sahino Bertadillo DBA Brazos Urethane, Roofing, 2877 Ave 14 ½ Madera, CA 93638 – Single Project
 - I. Ignacio Vazquez DBA Vazquez Lawn Care, Landscaping, 505 Mason Ave Yerington, NV 89447-Renewal

6. **For Possible Action:** Presentation of Awards recognizing individuals and organizations who helped save the city of Yerington from potential catastrophic flooding from record amounts of snow runoff this year.
7. **For Possible Action:** Discussion and Possible Action on a presentation by Western Nevada Development District (WNDD) for potential membership with the organization. Representatives of WNDD will be present to inform the Council on the purpose and benefits of membership.
8. **For Emergency Action: DISCUSSION AND CONSIDERATION FOR ADOPTION OF ORDINANCE 2023-05, BILL NO. 430, AUTHORIZING AND DIRECTING THE ISSUANCE OF THE CITY OF YERINGTON, NEVADA, WASTEWATER REVENUE BOND, SERIES 2023A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,577,000 AND THE CITY OF YERINGTON, NEVADA, WASTEWATER REVENUE BOND SERIES 2023B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000 TO REFINANCE A SEWERAGE PROJECT, AS DEFINED IN NRS 268.714; PROVIDING THE FORMS, TERMS, CONDITIONS AND SECURITY FOR THE BONDS AND THE SALE TO THE UNITED STATES OF AMERICA; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING OTHER MATTERS RELATING THERETO.**
9. **For Emergency Action: DISCUSSION AND CONSIDERATION AND POSSIBLE ADOPTION OF ORDINANCE 2023-06, BILL NO. 431, AUTHORIZING AND DIRECTING THE ISSUANCE OF THE CITY OF YERINGTON, NEVADA, WATER REVENUE BOND, SERIES 2023A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,901,000 AND THE CITY OF YERINGTON, NEVADA, WATER REVENUE BOND SERIES 2023B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,352,000 TO REFINANCE A WATER PROJECT, AS DEFINED IN NRS 268.728; PROVIDING THE FORMS, TERMS, CONDITIONS AND SECURITY FOR THE BONDS AND THE SALE TO THE UNITED STATES OF AMERICA; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING OTHER MATTERS RELATING THERETO.**
10. **For Possible Action:** Discussion and Possible Action to Approve the City's contracted engineering firm's recommendation to approve conditional lien releases with the construction company Q&D for final payment of the water/sewer infrastructure project.
11. **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
12. **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
13. **Adjournment.**

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

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

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

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


Sheema D. Shaw, City Clerk
City of Yerington

10/4/2023
Date

ITEM

#4

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
37605									
09/23	09/19/2023	37605	1021	AFLAC	SEPT 2023	AFLAC INSURANCE	00-00-00-2015	236.85	236.85
Total 37605:									236.85
37606									
09/23	09/19/2023	37606	1005	AIRNAV, LLC	2025003	AIRPORT SERVICES	01-55-27-7011	70.00	70.00
Total 37606:									70.00
37607									
09/23	09/19/2023	37607	6204	ARC HEALTH AND WELLNESS	2492506	SERVICES	01-52-20-7032	565.00	565.00
09/23	09/19/2023	37607	6204	ARC HEALTH AND WELLNESS	2505645	SERVICES	01-52-20-7032	480.00	480.00
Total 37607:									1,045.00
37608									
09/23	09/19/2023	37608	6244	ARELLANO HEATING & AIR	P2343	SERVICES	02-54-25-7011	756.25	756.25
Total 37608:									756.25
37609									
09/23	09/19/2023	37609	6409	CANON FINANCIAL SERVICES, INC.	31181777	PRINTER	01-52-20-7041	739.08	739.08
Total 37609:									739.08
37610									
09/23	09/19/2023	37610	6608	CONVERGE DESIGN, LLC	INV-00633	SERVICES	03-54-25-7011	2,620.00	2,620.00
Total 37610:									2,620.00
37611									
09/23	09/19/2023	37611	1315	EPIC AVIATION, LLC	7737587	Airport Fuel	01-55-27-7056	47,146.85	47,146.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37611:									47,146.85
37612									
09/23	09/19/2023	37612	6270	FREEDOM MAILING SERVICES, INC	46099	BILLING	03-54-25-7011	1,259.69	1,259.69
Total 37612:									1,259.69
37613									
09/23	09/19/2023	37613	2058	FRONTIER	090723AIR	TELEPHONE	01-55-27-7033	49.34	49.34
09/23	09/19/2023	37613	2058	FRONTIER	090723PW	TELEPHONE	03-54-25-7033	110.90	110.90
Total 37613:									160.24
37614									
09/23	09/19/2023	37614	1383	GRAINGER	9834143050	EQUIPMENT	01-56-35-7011	910.50	910.50
09/23	09/19/2023	37614	1383	GRAINGER	9837310755	EQUIPMENT	02-54-25-7052	131.93	131.93
Total 37614:									1,042.43
37615									
09/23	09/19/2023	37615	1633	GUARDIAN- DENTAL	SEPT 2023	DENTAL INSURANCE- RE	00-00-00-2023	1,248.66	1,248.66
Total 37615:									1,248.66
37616									
09/23	09/19/2023	37616	1948	GUARDIAN- LIFE	SEPT 2023	HOSPITAL INS. - LIFE	00-00-00-2023	377.00	377.00
Total 37616:									377.00
37617									
09/23	09/19/2023	37617	2212	LAHONTAN PARAMEDICAL	4498	MED SERVICES	02-54-25-7011	50.00	50.00
Total 37617:									50.00
37618									
09/23	09/19/2023	37618	1539	LANGUAGE LINE SERVICES	11096683	SERVICES	01-52-20-7011	25.15	25.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37618:									25.15
37619									
09/23	09/19/2023	37619	1566	LYON COUNTY CLERK TREASURER	AUG 2023	GEN MARKER TESTING	01-00-00-2312	89.30	89.30
Total 37619:									89.30
37620									
09/23	09/19/2023	37620	6305	MACLEOD WATTS, INC.	090723YERIN	SERVICES	03-54-25-7011	2,500.00	2,500.00
Total 37620:									2,500.00
37621									
09/23	09/19/2023	37621	1621	MCMASTER-CARR	14087740	EQUIPMENT	02-54-25-7011	522.18	522.18
Total 37621:									522.18
37622									
09/23	09/19/2023	37622	1902	NV ENERGY	312895-0923	POWER	03-54-25-7033	1,216.65	1,216.65
Total 37622:									1,216.65
37623									
09/23	09/19/2023	37623	1527	O'REILLY AUTOMOTIVE STORES	AUG 2023	SUPPLIES	01-52-20-7044	148.67	148.67
Total 37623:									148.67
37624									
09/23	09/19/2023	37624	1780	PITNEY BOWES GLOBAL FINANCIAL	3317944012	LEASE	03-54-25-7011	172.08	172.08
Total 37624:									172.08
37625									
09/23	09/19/2023	37625	1806	QUILL CORPORATION	34387541	OFFICE SUPPLIES	01-51-14-7011	26.77	26.77
09/23	09/19/2023	37625	1806	QUILL CORPORATION	34441724	OFFICE SUPPLIES	01-51-14-7011	28.98	28.98
09/23	09/19/2023	37625	1806	QUILL CORPORATION	34441939	OFFICE SUPPLIES	01-51-14-7011	27.99	27.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37625:									83.74
37626									
09/23	09/19/2023	37626	1824	RENO GAZETTE-JOURNAL	5850814	LEGAL ADVERTISING	01-51-14-7026	248.46	248.46
Total 37626:									248.46
37627									
09/23	09/19/2023	37627	1926	SIRCHIE ACQUISITION CO, LLC	0608540-IN	SERVICES	01-52-20-7011	307.45	307.45
Total 37627:									307.45
37628									
09/23	09/19/2023	37628	1938	SOUTHWEST GAS CORP	090623PD	UTILITIES	01-52-20-7033	30.24	30.24
Total 37628:									30.24
37629									
09/23	09/19/2023	37629	1968	STATE TREASURER'S OFFICE	AUG 2023	STATE PERM SCHOOL FI	01-17-00-3177	794.58	794.58
Total 37629:									794.58
37630									
09/23	09/19/2023	37630	2026	TRUE VALUE	AUGUST 2023	SUPPLIES	03-54-25-7044	386.54	386.54
Total 37630:									386.54
37631									
09/23	09/19/2023	37631	1406	WELLS FARGO BANK-REMIT. CNTR	90223JAY	JAY - CREDIT CARD	03-54-25-7049	2,024.46	2,024.46
Total 37631:									2,024.46
37632									
09/23	09/19/2023	37632	1406	WELLS FARGO BANK-REMIT. CNTR	90623SHAW	SHEEMA - CREDIT CARD	03-54-25-7011	458.99	458.99
Total 37632:									458.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37633									
09/23	09/19/2023	37633	1406	WELLS FARGO BANK-REMIT. CNTR	90623BECK	DENNIS - CREDIT CARD	03-54-25-7040	954.73	954.73
Total 37633:									954.73
37634									
09/23	09/19/2023	37634	1406	WELLS FARGO BANK-REMIT. CNTR	90623BOB	BOB-CREDIT CARD	01-57-25-7043	992.20	992.20
Total 37634:									992.20
37635									
09/23	09/19/2023	37635	1406	WELLS FARGO BANK-REMIT. CNTR	90623JOHN	JOHN - CREDIT CARD	01-51-11-7040	405.55	405.55
Total 37635:									405.55
37636									
09/23	09/19/2023	37636	6317	WESTERN ENVIRONMENTAL TESTIN	23080523	TESTING	02-54-25-7050	325.00	325.00
09/23	09/19/2023	37636	6317	WESTERN ENVIRONMENTAL TESTIN	23080548	TESTING	03-54-25-7050	833.00	833.00
09/23	09/19/2023	37636	6317	WESTERN ENVIRONMENTAL TESTIN	23080549	TESTING	03-54-25-7050	739.00	739.00
09/23	09/19/2023	37636	6317	WESTERN ENVIRONMENTAL TESTIN	23090177	TESTING	02-54-25-7050	188.00	188.00
Total 37636:									2,085.00
37637									
09/23	09/19/2023	37637	2098	YERINGTON AUTO PARTS	AUGUST 2023	SUPPLIES	03-54-25-7044	2,078.21	2,078.21
Total 37637:									2,078.21
37638									
09/23	09/25/2023	37638	6778	BOWMAN, DEBRA	20011402	DEPOSIT REFUND	02-00-00-2230	36.37	36.37
Total 37638:									36.37
37639									
09/23	09/25/2023	37639	1170	CHARTER COMMUNICATIONS	176104001091	PD- INTERNET	01-52-20-7033	159.98	159.98
Total 37639:									159.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37640									
09/23	09/25/2023	37640	1170	CHARTER COMMUNICATIONS	176103801091	CH-INTERNET	01-51-14-7033	599.96	599.96
Total 37640:									599.96
37641									
09/23	09/25/2023	37641	6776	DANE, TIMOTHY & ELIZABETH	BF 9062023	BACKFLOW REIMBURSE	08-14-27-8101	2,004.92	2,004.92
Total 37641:									2,004.92
37642									
09/23	09/25/2023	37642	1324	DOWL, LLC	R4001.2235-9	PAPI & REIL REPLACEME	08-14-36-8089	4,322.50	4,322.50
Total 37642:									4,322.50
37643									
09/23	09/25/2023	37643	1324	DOWL, LLC	R4001.089.08-	KISS AND DROP PROJEC	08-14-20-8904	285.00	285.00
Total 37643:									285.00
37644									
09/23	09/25/2023	37644	1324	DOWL, LLC	7363.30416.02	GOLDFIELD PAVING	08-14-27-8101	455.00	455.00
Total 37644:									455.00
37645									
09/23	09/25/2023	37645	1324	DOWL, LLC	R4001.089.05-	GENERAL ENGINEERING	02-54-25-7027	21,207.50	21,207.50
Total 37645:									21,207.50
37646									
09/23	09/25/2023	37646	1324	DOWL, LLC	R4001.089.05-	GENERAL ENGINEERING	08-14-27-8101	40,525.00	40,525.00
Total 37646:									40,525.00
37647									
09/23	09/25/2023	37647	6179	GIOMI, CHERYL	1447192	STREET CLOSURE DEPO	01-20-00-3179	200.00	200.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37647:									200.00
37648									
09/23	09/25/2023	37648	6587	HEALTHY COMMUNITIES COALITION	1 APR/MAY 20	GRANT REIMBURSEMEN	08-14-27-8101	1,400.00	1,400.00
Total 37648:									1,400.00
37649									
09/23	09/25/2023	37649	6587	HEALTHY COMMUNITIES COALITION	2 - JUNE 2023	GRANT REIMBURSEMEN	08-14-27-8101	700.00	700.00
Total 37649:									700.00
37650									
09/23	09/25/2023	37650	6582	HOUGHTON, CHRIS	MT22066/ MT	INTERPRETER FEES	01-53-15-7013	150.00	150.00
09/23	09/25/2023	37650	6582	HOUGHTON, CHRIS	MT23071 AUG	INTERPRETER FEES	01-53-15-7013	150.00	150.00
09/23	09/25/2023	37650	6582	HOUGHTON, CHRIS	MT23071- JUL	INTERPRETER FEES	01-53-15-7013	300.00	300.00
Total 37650:									600.00
37651									
09/23	09/25/2023	37651	1566	LYON COUNTY CLERK TREASURER	JUNE23RMTA	ROOM TAX REMITTAL	08-56-35-8081	870.67	870.67
Total 37651:									870.67
37652									
09/23	09/25/2023	37652	1566	LYON COUNTY CLERK TREASURER	JULY23RMTA	ROOM TAX REMITTAL	08-56-35-8081	2,996.05	2,996.05
Total 37652:									2,996.05
37653									
09/23	09/25/2023	37653	1566	LYON COUNTY CLERK TREASURER	AUG23RMTAX	ROOM TAX REMITTAL	08-56-35-8081	336.53	336.53
Total 37653:									336.53
37654									
09/23	09/25/2023	37654	6682	MCFADDEN ELECTRIC, LLC	2	AIRPORT PROJECT	08-14-36-8089	29,316.35	29,316.35

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37654:									29,316.35
37655									
09/23	09/25/2023	37655	1642	MSC INDUSTRIAL SUPPLY CO.	79126367	EQUIPMENT	03-54-25-7011	151.32	151.32
Total 37655:									151.32
37656									
09/23	09/25/2023	37656	1858	SAFEGUARD BUSINESS SYSTEMS, IN	90025100978	CHECKS	01-52-20-7011	787.06	787.06
Total 37656:									787.06
37657									
09/23	09/25/2023	37657	1961	STATE OF NV-DEPT OF TAX	JUNE23RMTA	ROOM TAX TRANSMITTA	08-56-35-8080	522.40	522.40
Total 37657:									522.40
37658									
09/23	09/25/2023	37658	1961	STATE OF NV-DEPT OF TAX	JULY23RMTA	ROOM TAX TRANSMITTA	08-56-35-8080	1,797.63	1,797.63
Total 37658:									1,797.63
37659									
09/23	09/25/2023	37659	1961	STATE OF NV-DEPT OF TAX	AUG23RMTAX	ROOM TAX TRANSMITTA	08-56-35-8080	201.92	201.92
Total 37659:									201.92
37660									
09/23	09/25/2023	37660	6777	TREMAIN, JAKE	MT23096	BAIL REFUND	01-17-00-3146	640.00	640.00
Total 37660:									640.00
37661									
09/23	09/25/2023	37661	2028	U.S. POSTAL SERVICE	9252023	POSTAGE FOR MACHINE	03-54-25-7011	500.00	500.00
Total 37661:									500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37662									
09/23	09/25/2023	37662	2111	WISNER, NICHOLAS	211314015	DEPOSIT REFUND	02-00-00-2230	14.84	14.84
Total 37662:									14.84
Grand Totals:									182,907.23

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-2015	236.85	.00	236.85
00-00-00-2023	1,625.66	.00	1,625.66
00-00-00-2200	.00	1,862.51-	1,862.51-
01-00-00-2200	.00	57,115.09-	57,115.09-
01-00-00-2303	14.12	.00	14.12
01-00-00-2304	545.47	.00	545.47
01-00-00-2306	149.41	.00	149.41
01-00-00-2312	15.18	.00	15.18
01-17-00-3146	640.00	.00	640.00
01-17-00-3177	64.70	.00	64.70
01-20-00-3179	200.00	.00	200.00
01-51-11-7040	405.55	.00	405.55
01-51-14-7011	2,279.29	.00	2,279.29
01-51-14-7026	248.46	.00	248.46
01-51-14-7033	605.53	.00	605.53
01-51-14-7041	192.52	.00	192.52
01-52-20-7011	529.36	.00	529.36
01-52-20-7032	1,045.00	.00	1,045.00
01-52-20-7033	190.22	.00	190.22
01-52-20-7041	161.53	.00	161.53
01-52-20-7044	361.43	.00	361.43
01-53-15-7011	42.00	.00	42.00
01-53-15-7013	600.00	.00	600.00
01-54-26-7011	89.26	.00	89.26
01-54-26-7043	180.49	.00	180.49
01-55-27-7011	70.00	.00	70.00

GL Account	Debit	Credit	Proof
01-55-27-7033	49.34	.00	49.34
01-55-27-7056	47,146.85	.00	47,146.85
01-56-35-7011	940.48	.00	940.48
01-57-25-7043	190.00	.00	190.00
01-59-35-7011	158.90	.00	158.90
02-00-00-2200	.00	8,115.95-	8,115.95-
02-00-00-2230	51.21	.00	51.21
02-54-25-7011	5,335.60	.00	5,335.60
02-54-25-7027	190.00	.00	190.00
02-54-25-7033	660.99	.00	660.99
02-54-25-7040	469.89	.00	469.89
02-54-25-7041	192.52	.00	192.52
02-54-25-7044	444.81	.00	444.81
02-54-25-7049	126.00	.00	126.00
02-54-25-7050	513.00	.00	513.00
02-54-25-7052	131.93	.00	131.93
03-00-00-2200	.00	8,967.21-	8,967.21-
03-54-25-7011	5,361.28	.00	5,361.28
03-54-25-7033	660.99	.00	660.99
03-54-25-7040	738.58	.00	738.58
03-54-25-7041	192.51	.00	192.51
03-54-25-7043	139.85	.00	139.85
03-54-25-7044	176.84	.00	176.84
03-54-25-7049	125.16	.00	125.16
03-54-25-7050	1,572.00	.00	1,572.00
07-00-00-2200	.00	95.00-	95.00-
07-14-00-3146	35.00	.00	35.00
07-14-00-3147	60.00	.00	60.00
08-00-00-2200	.00	106,751.47-	106,751.47-
08-14-20-8904	285.00	.00	285.00
08-14-27-8101	66,102.42	.00	66,102.42
08-14-36-8089	33,638.85	.00	33,638.85
08-56-35-8080	2,521.95	.00	2,521.95
08-56-35-8081	4,203.25	.00	4,203.25
Grand Totals:	182,907.23	182,907.23-	.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
09/17/2023	PC	09/21/2023	37592	Dennis, Felicitee	673		01-00-00-201	1,104.17-	
09/17/2023	PC	09/21/2023	37593	Bryant, Jeremy	647		01-00-00-201	295.52-	
09/17/2023	PC	09/21/2023	37594	Galvin, Matt	660		00-00-00-102	345.76-	
09/17/2023	PC	09/21/2023	37595	Pizzo, Frank	662		01-51-11-511	368.97-	
09/17/2023	PC	09/21/2023	37596	Durst Jr, Ronald	665		03-00-00-201	531.75-	
09/17/2023	PC	09/21/2023	37597	Schmiedeberg, Gerald	674		03-00-00-201	55.41-	
09/17/2023	PC	09/21/2023	37598	Stec, Ted	671		00-00-00-102	2,215.26-	
09/17/2023	PC	09/21/2023	37599	Talamante, Thomas	605		02-54-25-511	1,012.03-	
09/17/2023	PC	09/21/2023	37600	Wagner, Alec	670		03-54-25-511	362.60-	
09/17/2023	PC	09/21/2023	37601	Warr, David	675		02-00-00-201	55.41-	
09/17/2023	PC	09/21/2023	37602	Watson, Patrick	669		02-00-00-201	193.93-	
09/17/2023	PC	09/21/2023	9212301	Adams, Jarrod	582		00-00-00-202	2,696.07-	
09/17/2023	PC	09/21/2023	9212302	Becker, Dennis	20		02-54-25-511	2,271.82-	
09/17/2023	PC	09/21/2023	9212303	Brown, Jeremiah	652		01-00-00-202	2,954.93-	
09/17/2023	PC	09/21/2023	9212304	Brown, Joel	657		02-54-25-511	2,357.76-	
09/17/2023	PC	09/21/2023	9212305	Coombs, Brandon	31		01-52-20-511	2,707.16-	
09/17/2023	PC	09/21/2023	9212306	Flakus, Jay	32		03-54-25-511	2,100.54-	
09/17/2023	PC	09/21/2023	9212307	Garry, John Joseph	61		00-00-00-102	591.03-	D
09/17/2023	PC	09/21/2023	9212308	Gutierrez, Tommy	659		03-54-25-511	2,635.46-	
09/17/2023	PC	09/21/2023	9212309	Jennerjohn, Richard	650		01-52-20-511	2,402.00-	
09/17/2023	PC	09/21/2023	9212310	Larsen, Stacey	644		03-54-25-511	1,254.91-	
09/17/2023	PC	09/21/2023	9212311	Larson, Michele	667		01-56-35-511	1,246.17-	
09/17/2023	PC	09/21/2023	9212312	Martin, Shane	648		00-00-00-102	368.97-	D
09/17/2023	PC	09/21/2023	9212313	Montes - Meza, Guadalupe	656		03-54-25-511	437.04-	
09/17/2023	PC	09/21/2023	9212314	Moore, Angela	653		01-54-26-511	1,395.49-	
09/17/2023	PC	09/21/2023	9212315	Phillips, Lori	39		01-55-27-511	1,797.58-	
09/17/2023	PC	09/21/2023	9212316	Ruiz, Francisco	658		01-56-35-511	1,144.94-	
09/17/2023	PC	09/21/2023	9212317	Sanabia, Andrew	663		01-52-20-511	1,667.34-	
09/17/2023	PC	09/21/2023	9212318	Shaw, Sheema D.	150		02-54-25-511	2,380.45-	
09/17/2023	PC	09/21/2023	9212319	Smith, David	157		03-54-25-511	1,171.43-	
09/17/2023	PC	09/21/2023	9212320	Stanton, Monte	642		03-54-25-511	1,582.24-	
09/17/2023	PC	09/21/2023	9212321	Sturtevant, Helen M.	163		01-52-20-511	1,472.72-	
09/17/2023	PC	09/21/2023	9212322	Switzer, Robert	643		02-54-25-511	3,702.21-	
09/17/2023	PC	09/21/2023	9212323	Wagner, Darren E.	184		01-52-20-511	2,707.14-	
09/17/2023	PC	09/21/2023	9212324	Wisner, Nicholas	177		01-52-20-511	2,557.14-	

Grand Totals:

52,143.35-

35

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
09/17/2023	CDPT	09/18/2023	37603	PUBLIC EMPLOYEES RETIREME	2	Retirement - Council Pay Period: 9	00-00-00-102	21,617.55-	
09/17/2023	CDPT	09/18/2023	37604	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 9/17/2023	00-00-00-102	163.50-	
09/17/2023	CDPT	09/18/2023	9182301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	9,076.60-	
Grand Totals:								30,857.65-	
			3						

D = Direct Deposit

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

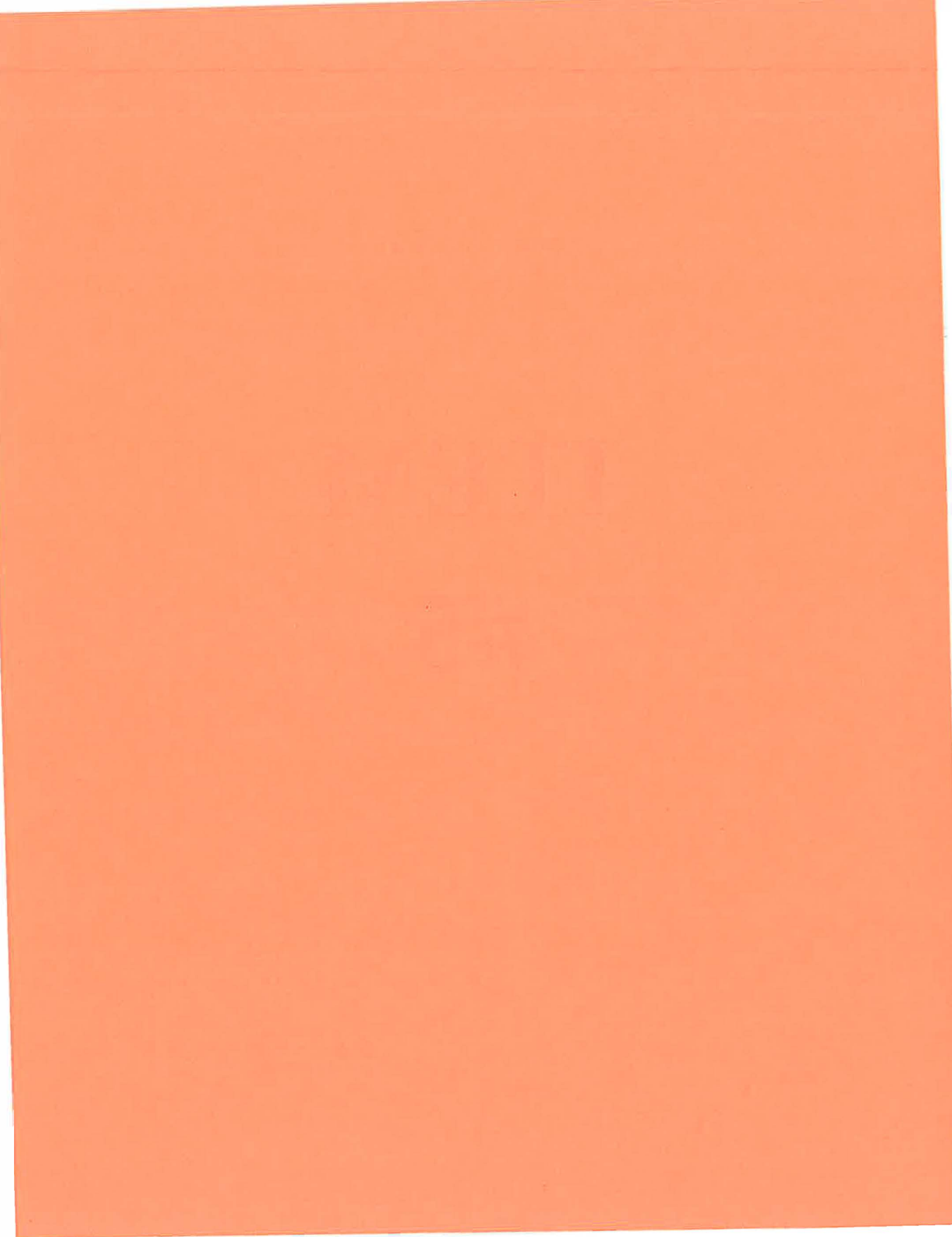
Includes the following check types:

Transmittal

Includes unprinted checks

ITEM

#5



NEW BUSINESS LICENSE APPLICATIONS SUBMITTED TO THE CITY COUNCIL ON OCTOBER 9, 2023

	APPLICANT(S)	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	COMMENTS
A	Ella, Charlie & Edwin Kilgore	The Looney Leprechaun	3 Camelot Acres Lane Yerington, NV 89447	Freeze dried candy, snow cones & doughnuts	
B	Brandon, Heidim, Michael & Linda Jared	The Electric Company	660 Kresge Lane Sparks, NV 89431	Electrical services & repair	
C	Alyssa Hernandez	Nails by Alyssa	700 Cartwright Ave Yerington, NV 89447	Nail Technician	
D	Marc Lajeunesse	Mico Bio Tech, LLC	17 Pete Hendrichs Rd Yerington, NV 89447	Biological and organic pesticide products for agriculture	
E	Marvin Arellano	Marv's Heating and Air Conditioning , LLC	13 Bluestone Ave Yerington, NV 89447	Replacement and repair of HVAC equipment	
F	Ronan O'Doherty	Ronan O'Doherty	117 Elk Horn Dr Yerington, NV 89447	Construction	
G	Evgenia Ivanova-Hernandez	Ivanova Esthetics	215 W Bridge St Yerington, NV 89447	Esthetics	
H	Craig Opel & Sahino Bertadillo	Brazos Urethane	28770 Ave 14 1/2 Madera, CA 93638	Roofing	
I	Ignacio Vazquez	Vazquez Lawn Care	505 Mason Ave Yerington, NV 89447	Landscaping	

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 # 3334
Category # X
(official use only)

BUSINESS NAME: The Looney Leprechaun

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 416-309-5157 [Signature] Date: 4/6/22
Public Works Director [Signature] Date: 6/6/22

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

Fire Inspector [Signature] Date: 4-6-22
Fire Chief [Signature] Date: 4-6-22

3. **Nevada Health Dept.** 431-0839 Approved ☐ Denied ☐
Phone: 775-684-4200

Inspector See attached form Date: _____
(Signature)

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

Police Chief [Signature] Date: 09-15-2023
(Signature)

5. **City Clerk** Approved ☒ Denied ☐

City Clerk: [Signature] Date: 9-22-23
(Signature)

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

Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

Business Status: _____
Business Licenses # 3327
Category # A
(official use only)

BUSINESS NAME: THE ELECTRIC COMPANY

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)

\$ 50.00

TOTAL FEES PAID:

\$ 70.00

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**

Phone: 775-463-3511

Approved ☒ Denied ☐

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

Building Inspector

Date: 9-8-2023

Public Works Director

Date: 09/15/23

2. **Fire Department**

Phone: 775-463-2261

Approved ☒ Denied ☐

Fire Inspector

Date: _____

Fire Chief

Date: 9-12-23

3. **Nevada Health Dept.**

Phone: 775-684-4200

Approved ☐ Denied ☐

Inspector

Date: _____

4. **Police Department**

Phone: 775-463-2333

Approved ☒ Denied ☐

Police Chief

Date: 09-15-2023

5. **City Clerk**

Approved ☒ Denied ☐

City Clerk:

Date: 9-22-23

6. **City Council Approval**

Approved ☐ Denied ☐

Mayor:

Date: _____

Check List: (official use)

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

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: 775-309-5457

ZONING: [] [] [] [] [X] [] [] []
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]
(Signature)

Date: 8-28-2023

Public Works Director

[Signature]
(Signature)

Date: 09/15/23

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

Fire Inspector

[Signature]
(Signature)

Date: _____

Fire Chief

[Signature]
(Signature)

Date: 8-31-23

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

Inspector

(Signature)

Date: _____

4. **Police Department** Approved ☒ Denied ☐
Phone: 775-000-2333

Police Chief

[Signature]
(Signature)

Date: 09-05-23

5. **City Clerk** Approved ☒ Denied ☐

City Clerk:

[Signature]
(Signature)

Date: 9-22-23

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 # 3328
Category # C
(official use only)

BUSINESS NAME: micro bio tech 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
Joel 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: 9-7-2023
Public Works Director [Signature] Date: 09/15/23
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector _____ Date: _____
Fire Chief [Signature] Date: 9-12-23
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☒ Denied []
Phone: 775-463-2333
Police Chief [Signature] Date: 09-15-2023
5. **City Clerk** Approved ☒ Denied []
City Clerk: [Signature] Date: 9-22-23
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: _____
Business Licenses # 3222
Category # C
(official use only)

BUSINESS NAME: Marv's Heating

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 ☒ (no)
Building Inspector [Signature] Date: 9-8-2023
Public Works Director [Signature] Date: 09/15/23
2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261
Fire Inspector [Signature] Date: _____
Fire Chief [Signature] Date: 9-12-23
3. **Nevada Health Dept.** Approved ☐ Denied ☐
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☒ Denied ☐
Phone: 775-463-2333
Police Chief [Signature] Date: 09-15-2023
5. **City Clerk** Approved ☒ Denied ☐
City Clerk: [Signature] Date: 9-22-23
6. **City Council Approval** Approved ☐ Denied ☐
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: _____
Business Licenses # 3333
Category # A
(official use only)

BUSINESS NAME:

Ronan O'Doherty

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

Does business comply with existing zoning and current codes?

[] [] []
C-2 M-1 N/A

Compliance ☒ (yes) ☐ (no)

Building Inspector

[Signature]
(Signature)

Date:

8-31-2023

Public Works Director

[Signature]
(Signature)

Date:

09/15/23

2. **Fire Department**

Approved ☒ Denied ☐

Phone: 775-463-2261

Fire Inspector

[Signature]
(Signature)

Date:

Fire Chief

[Signature]
(Signature)

Date:

8-31-23

3. **Nevada Health Dept.**

Approved ☐ Denied ☐

Phone: 775-684-4200

Inspector

(Signature)

Date:

4. **Police Department**

Approved ☒ Denied ☐

Phone: 775-463-2333

Police Chief

[Signature]
(Signature)

Date:

09-15-2023

5. **City Clerk**

Approved ☒ Denied ☐

City Clerk:

[Signature]
(Signature)

Date:

9-22-23

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 # 3330
Category # A
(official use only)

BUSINESS NAME: IVANOVA Esthetics

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: 8-11-2027
Public Works Director [Signature] Date: 09/15/23
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector _____ Date: _____
Fire Chief [Signature] Date: 9-25-23
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☒ Denied []
Phone: 775-463-2333
Police Chief [Signature] Date: 09-15-2023
5. **City Clerk** Approved ☒ Denied []
City Clerk: [Signature] Date: 9-26-2023
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: _____
Business Licenses # 3329
Category # A
(official use only)

BUSINESS NAME: Brazos Thermal Systems Dba Brazos Urethane

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)
TOTAL FEES PAID: \$ 70.00

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied []
Phone: 775-463-3511
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 _____ Date: _____
Public Works Director _____ Date: 09/15/23
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector _____ Date: _____
Fire Chief _____ Date: 9-28-23
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☒ Denied []
Phone: 775-463-2333
Police Chief _____ Date: 09-15-2023
5. **City Clerk** Approved ☒ Denied []
City Clerk: _____ Date: 9-26-2023
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: 11688
Business Licenses # 112210137651
Category # A
(official use only)

BUSINESS NAME: JA2 QUEZ LAMON CARE

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 _____

Date: _____

Public Works Director _____

Date: 09/15/23

2. **Fire Department**

Approved ☒ Denied ☐

Phone: 775-463-2261

Fire Inspector _____

Date: _____

Fire Chief _____

Date: 9-25-23

3. **Nevada Health Dept.**

Approved ☐ Denied ☐

Phone: 775-684-4200

Inspector _____

Date: _____

4. **Police Department**

Approved ☒ Denied ☐

Phone: 775-463-2333

Police Chief _____

Date: 09-15-2023

5. **City Clerk**

Approved ☒ Denied ☐

City Clerk: _____

Date: 9-26-2023

6. **City Council Approval**

Approved ☐ Denied ☐

Mayor: _____

Date: _____

Check List: (official use)

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

ITEM

#7





Representing nine counties and six cities in the northern and western regions of Nevada, the Western Nevada Development District (WNDD) works toward creating an environment that welcomes new businesses, industries, and workforce to the region to promote a vibrant, resilient, and sustainable economy. The U.S. Economic Development Administration designated WNDD as an Economic Development District in 1983. The WNDD works to bring grant resources to its membership and facilitate regional planning through its annual Comprehensive Economic Development Strategy. Link to www.wndd.org

The WNDD Board is comprised of elected and appointed officials, staff and businesses identified by the member counties and cities. Associate members participate with the WNDD Board.

Funding:

Annual EDA planning grant, EPA Brownfields Grant and Membership dues

Services:

- Comprehensive Economic Development Strategy (CEDS)
- Grant Research, Application, Management and Administrative Assistance
- Community Studies, Assessments & Planning
- Regional liaison with U.S. Economic Development Administration

Current EDA Focus: Bi-partisan Infrastructure Law

EDA Alignment

- Equity
 - Recovery & Resilience
 - Workforce Development:
 - Manufacturing:
 - Technology-Based Economic Development:
 - Environmentally Sustainable Development:
 - Exports & FDI
- Regional partner with USDA Rural Development, EPA, GOED & NNDA

Comprehensive Economic Development Strategy

Participate in regional planning to capitalize on regional resources.

Builds capacity with grant opportunities and partnerships.

Become more resilient given economic challenges - planning for those challenges.

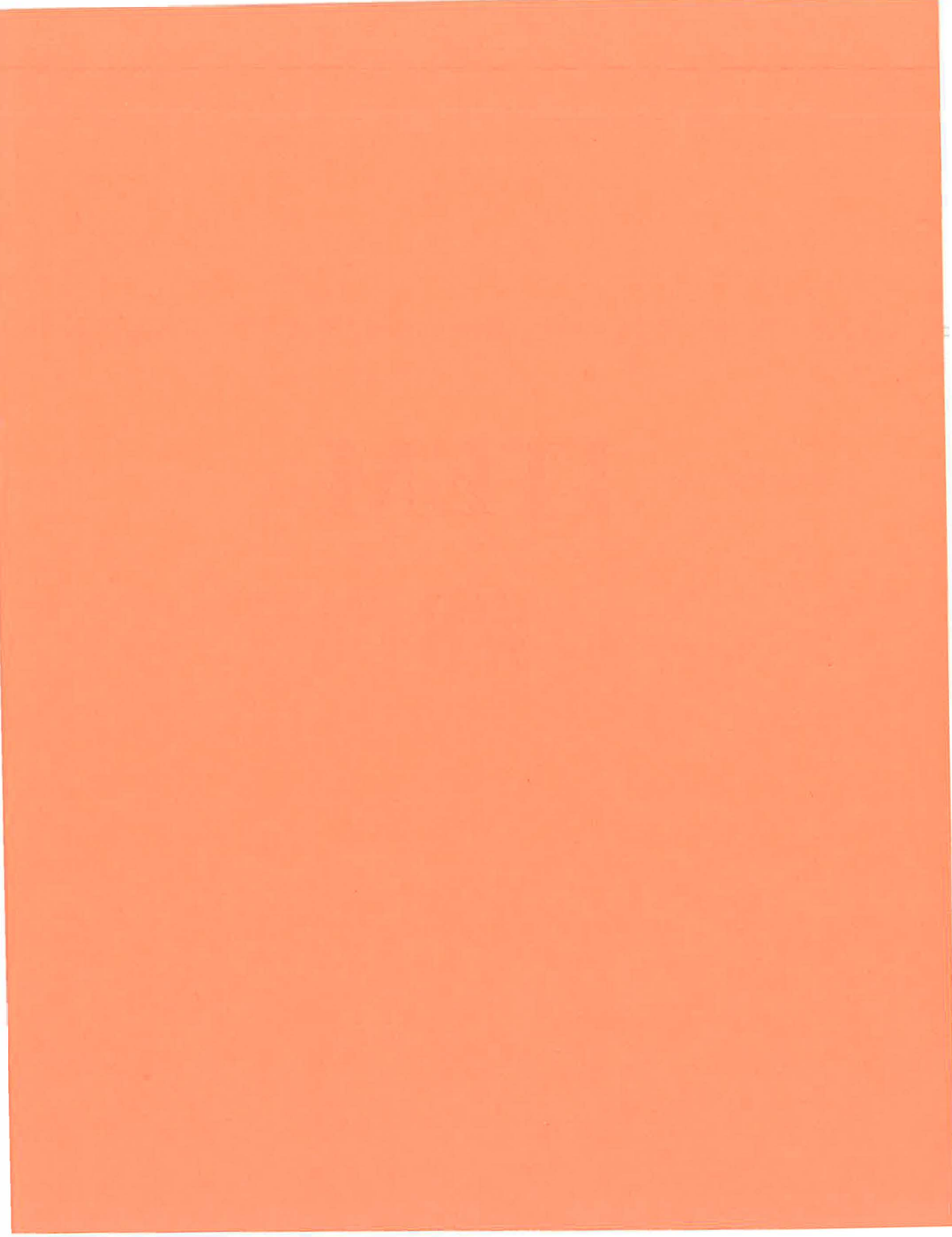
CEDS can be utilized as a part of a grant application or development of partnerships/collaborative programs/services.

Contact: Christine Brandon, Executive Director
CBrandon@wndd.org

C/775.315.1046 O/775.473.6753

ITEM

#8



BILL NO. 430

ORDINANCE NO. 2023-05

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE OF THE CITY OF YERINGTON, NEVADA, WASTEWATER REVENUE BOND, SERIES 2023A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,577,000 AND THE CITY OF YERINGTON, NEVADA, WASTEWATER REVENUE BOND SERIES 2023B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000 TO REFINANCE A SEWERAGE PROJECT, AS DEFINED IN NRS 268.714; PROVIDING THE FORMS, TERMS, CONDITIONS AND SECURITY FOR THE BONDS AND THE SALE TO THE UNITED STATES OF AMERICA; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Yerington in the County of Lyon and State of Nevada (the “City,” the “County,” and the “State,” respectively) is a political subdivision of the State a body corporate and a city duly organized as a city under the provisions of Nevada Revised Statutes (“NRS”) Chapter 268, Chapter 465, Statutes of Nevada, 1971, as amended (the “Charter”), and the general laws of the State;

WHEREAS, the City owns and operates a municipal sanitary sewer system (the “System”);

WHEREAS, the City has received commitments from the United States Department of Agriculture acting through the United States Department of Agriculture, Rural Utilities Service (“RUS”) to provide loans in the aggregate amount \$33,000,000 to the City for purposes of providing long-term financing for a Sewerage Project (as defined in NRS 268.714) (the “Sewer Project”) pursuant to a Letter of Conditions dated December 29, 2016, as amended on (collectively, the “Letters of Conditions”);

WHEREAS, the City has previously issued the “City of Yerington Interim Debentures, Series 2020” (the “2020 Debentures”) in an aggregate amount not to exceed \$32,830,000;

WHEREAS, the 2020 Debentures are currently outstanding in the principal amount of \$32,830,000.

WHEREAS, the 2020 Debentures are secured in part by a lien on the Pledged Revenues;

WHEREAS, the outstanding 2020 Debentures are subject to prior redemption at the option of the City on any date at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date;

WHEREAS, pursuant to the provisions of NRS Sections 350.500 through 350.720, and all laws amendatory thereof, cited in Section 350.500 thereof by the short title “Local Government Securities Law” (the “Bond Act”), the City is authorized to issue bonds in order to refund, pay and discharge certain outstanding bonds or other obligations of the City for the purpose of reducing interest rates and effecting other economies;

WHEREAS, the City Council of the City (the “Council”) hereby determines that it is in the best interests of the City and the inhabitants thereof to issue its “City of Yerington, Nevada Wastewater Revenue Refunding Bonds, Series 2023A” and its “City of Yerington, Nevada Wastewater Revenue Refunding Bonds Series 2023B” (collectively, the “Bonds”) to refund, pay and discharge the outstanding the 2020 Debentures and pay the costs associated with the issuance of the Bonds (collectively, the “Refunding Project”);

WHEREAS, other than the 2020 Debentures, the City has not previously pledged the Pledged Revenues derived and to be derived from the operation of the System (as defined herein) for the repayment or redemption of any securities payable from such revenues, or otherwise, with the result that such Pledged Revenues may be pledged lawfully and irrevocably to secure the payment of the Bonds; and

WHEREAS, the payment of the principal of and interest on the Bonds will be secured by the Pledged Revenues; and

WHEREAS, pursuant to the Letters of Condition, RUS has agreed to purchase the Bonds herein authorized at a price of par and at an interest rate of 1.375% per annum, (provided, however, that the City may elect to accept the RUS rate available at the date of issuance of the Bonds, if lower) (the “Interest Rate”);

WHEREAS, the City Council has determined and does hereby determine and declare that the proposal for the purchase at private sale pursuant to NRS 350.616 of a single Bond of each series

of the Bonds by RUS, for a price consisting of the aggregate principal amount of the Bonds, at the Interest Rate, and otherwise maturing, being secured and otherwise being issued as herein provided, constitutes the best proposal for the Bonds and is to the best advantage of the City;

WHEREAS, the effective Interest Rate on the Bonds herein authorized or such lower elected rate, does not exceed by more than 3% the “Index of Revenue Bonds” which was most recently published before a negotiated offer was accepted for the Bonds;

WHEREAS, the City Council hereby elects to have the Chapter 348 of NRS (the “Supplemental Bond Act”) apply to the Bonds;

WHEREAS, the City Council hereby determines that it is necessary and advisable that the City incur a bonded indebtedness by issuing the Bonds pursuant to the Charter, the Project Act, the Wastewater Act, the Supplemental Bond Act, and the Bond Act;

WHEREAS, the City Council has determined and hereby declares that each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Bond Act, the Project Act, the Supplemental Bond Act, and in any other relevant act of the State or the federal government has been met, and pursuant to NRS 350.708 of the Bond Act such determination of the City Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary and gross abuse of discretion;

WHEREAS, the City Council has determined and does hereby declare:

(A) It is necessary and for the best interests of the City to effect the Refunding Project and to issue the Bonds; and

(B) Each of the limitations and other conditions to the issuance of the Bonds in the Project Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government has been met; and pursuant to NRS 350.708, this determination of the City Council that the limitations of the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

WHEREAS, the City Council has determined and does hereby declare:

(A) This Ordinance pertains to the sale, issuance and payment of the Bonds;

(B) Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of Subsection 2 of NRS 350.579; and

(C) This Ordinance may accordingly be adopted as if an emergency now exists by an affirmative vote of all of the voting members of the City Council, and this Ordinance may become effective at any time when an emergency ordinance of the City may go into effect.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF YERINGTON DOES ORDAIN:

Section 1. Short Title. This ordinance shall be known and may be cited as the “2023 Wastewater Revenue Bond Ordinance” (herein the “Ordinance”).

Section 2. Matter of Local Concern. The City Council has determined, and does hereby determine, that the completion of the Refunding Project and the pledge of the Pledged Revenues to the repayment of the Bonds is a “Matter of local concern” as defined in NRS 268.003.

Section 3. Definitions. The terms defined in this section, except where the context requires otherwise, shall have the following meanings in this Ordinance:

A. “Bond Act” or “Act” means the Local Government Securities Law, cited as NRS 350.500 through 350.720 and all laws amendatory thereof.

B. “Bonds” means, collectively, the Series 2023A Bond and the Series 2023B Bond.

C. “Bond Account” means the “2023 Wastewater Utility Revenue Bond Account” created in Section 27.B of this Ordinance.

D. “Bond Act” or “Act” means the Local Government Securities Law, cited as NRS 350.500 through 350.720 and all laws amendatory thereof.

E. “Consulting Engineer” or “Project Engineer” means any qualified registered or licensed professional engineer practicing under the laws of the State of Nevada.

F. “Fiscal Year” means the twelve months commencing July 1 of any year and ending June 30 of the next succeeding year.

G. “Gross Income,” “gross revenues,” “income” or “revenues” means all income and revenue derived by the City from any rates, fees, tolls, connection charges, stand-by charges and charges for availability of wastewater services furnished by, or the use of, the municipal wastewater system as the same may at any time exist to serve customers within or outside the City limits, whether resulting from improvements, extensions, or otherwise.

H. “Holder,” “Owner” or “Registered Owner” means a person (including the United States Department of Agriculture, Rural Utilities Service) in possession and the apparent owner of the Bonds

I. “Independent Accountant” means any certified public accountant practicing under the laws of the State of Nevada who is independent and not an officer or employee of the municipality.

J. “Insured Bank” means a bank defined in NRS 350.512 and qualified to accept public deposits under state law which is a member of the Federal Deposit Insurance Corporation.

K. “Interest Rate” means the interest rate for the Bonds as described in the preambles hereto.

L. “Net Revenues” means the Gross Revenues less the Operation and Maintenance Expenses.

M. “NRS” means the Nevada Revised Statutes.

N. “Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining and repairing the System, as defined in NRS 350.542 including legal and overhead expenses of the City directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor, and the cost of materials and supplies for current operation, but excluding any allowance for depreciation, any costs of improvements to the System, any accumulation of reserves for major capital replacements (other than normal repairs) or for the operation, maintenance or repair of the System, any allowance for the redemption of any securities of the City, or any other ground of legal liability not based on contract, in accordance with NRS 350.544.

O. “Parity Securities” means any additional bonds, securities or other obligations issued hereafter with a lien on the Pledged Revenues on a parity with the outstanding Bond.

P. “Paying Agent” means the Treasurer of the City or any successor thereto as paying agent for the Bonds appointed by the City Council.

Q. “Pledged Revenues” means all or a portion of the Net Revenues. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification.

R. “Project Act” means NRS 268.672 through 268.740, inclusive, and all laws amendatory thereof.

S. “Purchaser” means the United States of America, acting by and through RUS.

T. “RUS” means “the United States Department of Agriculture, acting through the Rural Utilities Service (Rural Development Mission Area), or successor agency.

U. “Registrar” means the City Treasurer or any successor thereto as registrar for the Bonds appointed by the City Council.

V. “Refunding Project” shall have the meaning ascribed to such term in the preambles hereof.

W. “Reserve Account” means the “2023 Wastewater Revenue Bond Reserve Account” created in Section 27.C of this Ordinance.

X. “Series 2023A Bond” means the City of Yerington, Nevada, Wastewater Revenue Bond, Series 2023A, issued in the stated principal amount of not to exceed \$8,577,000.

Y. “Series 2023B Bond” means the City of Yerington, Nevada, Wastewater Revenue Bond, Series 2023B, issued in the stated principal amount of not to exceed \$7,000,000

Z. “System” means all of the City's municipal wastewater system, and its wastewater facilities and properties now owned or hereafter acquired, whether situated within or without the City boundaries.

AA. “Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

BB. “Wastewater Act” means NRS 350.350 through 350.490, inclusive, and all laws amendatory thereof.

CC. “Wastewater Project” shall have the meaning ascribed to such term in the preambles hereof.

Section 4. Authority for This Ordinance. This Ordinance is adopted pursuant to the Charter, the Project Act, the Wastewater Act, and the Bond Act.

Section 5. Life of the Wastewater Project. The City Council has determined and does hereby declare that the estimated life or estimated period of usefulness of the Wastewater Project is not less than 40 years from the date of issuance of the Bonds; and the Bonds shall mature at such times not exceeding such estimated life or estimated period of usefulness of the Wastewater Project.

Section 6. Acceptance of Purchase Proposal for the Bonds. The proposal submitted by the United States, by and through RUS, for the purchase of the Series 2023A Bond in the stated principal amount of not to exceed \$8,577,000 and the Series 2023B Bond in the stated principal amount of not to exceed \$7,000,000, each bearing interest at the Interest Rate, which was received by the City at the private sale of the Bonds be, and the same hereby is, accepted.

Section 7. Necessity of Project and Bonds. It is necessary and in the best interests of the City and its inhabitants that the City effect the Refunding Project and defray in part the cost thereof by issuing the Bonds therefor.

Section 8. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by RUS on behalf of the United States of America and by those whom shall own them from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Registered Owner.

Section 9. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of

their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds of this issue over any other thereof, except as otherwise expressly provided herein.

Section 10. Special Obligations. The Bonds shall be payable and collectible (except as herein otherwise provided) solely out of the Pledged Revenues, which revenues are hereby so pledged. The Holder or Registered Owner may not look to any general or other fund for the payment of the principal of, or interest on the Bonds, except the Bond Account and the Reserve Account which are hereby pledged therefor. The Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation and the Bonds shall not be considered or held to be general obligations of the City but shall constitute its special obligations. The City does not pledge its full faith and credit for the payment of the Bonds.

Section 11. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds, in the absence of any breach thereof, shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor) or its general credit, payable out of its general fund or out of any funds derived from taxation.

Section 12. Authorization of Bonds. For the purpose of providing funds to pay the cost of the Refunding Project, the City shall issue the “City of Yerington, Nevada, Wastewater Revenue Bond, Series 2023A” in the principal amount designated by the City Manager (not to exceed \$8,577,000) and the “City of Yerington, Nevada, Wastewater Revenue Bond, Series 2023B” in the principal amount designated by the City Manager (not to exceed \$7,000,000). Such Bonds shall be issued and be payable both as to principal and interest, solely from the Pledged Revenues, and the City shall pledge irrevocably such revenues to the payment of the Bonds and the interest thereon on a parity with the lien on such revenues of the Parity Securities, the proceeds thereof to be used solely for the aforesaid purpose, pursuant to the Charter, the Project Act, and the Bond Act. RUS has requested, and the City has agreed, that the obligations of the City hereunder shall be represented in the form of a single registered bond for each series of the Bonds. The Bonds shall be in the form substantially as set forth in Section 21.

Section 13. Bond Details. The Bonds shall be issued in fully registered form, i.e., registered as to both principal and interest, in compliance with Section 149 of the Tax Code, and the regulations of the Secretary of the Treasury thereunder. The Bonds shall be dated initially as of

the date of delivery thereof. The Series 2023A Bond shall be issued as a single bond in the principal amount designated by the City Manager (not to exceed \$8,577,000). The Series 2023B Bond shall be issued as a single bond in the principal amount designated by the City Manager (not to exceed \$7,000,000).

The Bonds shall bear interest at the Interest Rate on the unpaid balance of the respective principal amounts until the principal thereof is paid in full. The installments of principal of the Bonds shall bear interest at the Interest Rate based on a 365-day year as set forth below from the dated date of each of the Bonds until payment of such installment of principal shall have been discharged. The interest payments and amortized principal payments on the Bonds shall be made by the City on the first day of each month commencing on the first day of the month following the date of delivery of the Bonds and monthly thereafter on the first day of each month until the maturity date or prepayment. The interest and principal of the Bonds shall be fully amortized so as to produce substantially equal monthly payments (of principal and interest) from payment date to payment date and which shall be in an amount sufficient to fully pay the total principal of and interest on the Bonds on October 25, 2063.

The Interest Rate submitted by the RUS, in accordance with their regulations, as of the date of loan approval, was 1.375%, which may or may not be the lower rate charged by the RUS at the time of loan closing. Should the Interest Rate at the time of the loan closing be lower than the rate of 1.375% in effect at the time of the loan approval, the City Council directs the City Manager or his designee to make a written request to the RUS for the lower rate, and the City Council hereby authorizes the Mayor, the City Treasurer, and the City Clerk to execute the Bonds providing for the lower Interest Rate. If any installment of principal is not paid when due, then in addition to installments thereafter becoming due, the City shall pay interest on the unpaid balance of the total principal amount from the due date of the delinquent installment to the date of payment of the delinquent installment, provided, that interest accruing by reason of any such delinquency shall not include any interest applicable to such delinquency period in any installment subsequently paid, and shall in no event cause the total interest payable on the Bonds to exceed the interest rate as set forth in the Bonds, on the unpaid balance of the total principal amount. The installments of principal and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for exchange or collection charges at the office of the City Treasurer. The final installment of principal and interest due on the Bonds is payable only upon surrender of the Bonds to the Paying

Agent. If, upon presentation at or after maturity, payment of the Bonds is not made as herein provided, interest thereon shall continue at the Interest Rate per annum until the principal thereof is paid in full.

RUS has requested that the Bonds be registered in the name of the United States of America. So long as the United States of America is the Registered Owner of the Bonds, payment of installments of principal and interest shall be made at the appropriate United States Department of Agriculture, Rural Utilities Service office, currently designated as 2730 N. Deer Run Road, Suite 1, Carson City, Nevada 89701, or at such other address as the United States of America or RUS may designate in writing. During the time any registered assign is the Registered Owner of the Bonds, payment shall be made at the address shown on the registration record maintained by the Registrar. The Bonds must be registered by the Registrar, and may be assigned in the manner and with the effect set forth in the provisions for registration contained in the form of the Bonds hereinafter set forth, and as herein further provided. The principal and interest of the registered Bonds shall be payable only to, or upon the order of, the Registered Owner or legal representative.

The City hereby reserves the right, at its option, to prepay the principal amount outstanding, in whole, or in the manner hereinafter provided, in part, at any time, in inverse order of maturity. Prepayments shall be made on the date, at the place, and in the manner provided herein for making regularly scheduled installments, and partial prepayments shall be in the amount of that portion of one or more installments which would be allocable to principal. No prepayment of an installment shall extend or postpone the due date of any subsequent installment. Any prepayments shall be in the amount of principal being prepaid, together with accrued interest thereon to the date of prepayment, and shall be made without penalty or without additional interest charges. At the time of such principal prepayment, the Registrar shall make a notation of the date and amount of such principal prepayment on the registration records maintained by the Registrar. The registration records maintained by the Registrar shall be conclusive evidence of the amounts and dates of any principal prepayments.

Section 14. Prepayment Notice. Unless waived by the Registered Owner, notice of prepayment of any of the Bonds shall be given by the Registrar by first class or electronic mail, not less than 30 days prior to the date fixed for prepayment. A copy of the notice shall be mailed at least 30 days prior to the date fixed for prepayment to any Registered Owner whose name and address appear on the registration records maintained by the Registrar. So long as the Bonds is

owned by the United States of America, notice shall be mailed to the United States of America at least 30 days prior to the date fixed for prepayment at such address as the United States of America or RUS may designate in writing. The notice shall identify the installments of principal to be prepaid, specify the date of prepayment, and state that on such date the principal amount thereof and accrued interest to the date of prepayment will become due and payable and thereafter interest will cease to accrue. After such notice, the Bonds or portions thereof so called for prepayment will be paid. Notwithstanding the provisions of this section, any notice of prepayment may contain a statement that the prepayment is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for prepayment sufficient to pay the principal amount prepaid and the accrued interest thereon to the date of prepayment, and that if such funds are not available, such prepayment shall be canceled by written notice to the owner of the Bonds called for prepayment in the same manner as the original prepayment notice was mailed.

Section 15. Negotiability. Subject to the registration and payment provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each Registered Owner shall possess all rights enjoyed by owners of negotiable instruments under the Uniform Commercial Code-Investment Securities.

Section 16. Registration as to Principal and Interest. The Bonds must be registered for payment as to both principal and interest. The Registrar shall maintain records for the registration and transfer of the Bonds.

Section 17. Registration of the Bonds.

A. Records for the registration of the Bonds shall be kept by the Registrar. The person in whose name any Bonds shall be registered, on the registration records maintained by the Registrar, and as noted on the registration panel appended to the Bonds, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes; and payment of or on account of either principal or interest on any Bonds shall be made only to or upon the written order of the Owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bonds to the extent of the sum or sums so paid.

B. If the Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement; provided that if the United States of America is the holder of a Bond, no security or indemnity is required in the event of such lost or destroyed Bond.

C. Whenever a Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

D. The Registrar shall maintain a registration record for the Bonds showing the name and address of the Registered Owner and the amounts and dates of any principal prepayments on the Bonds.

Section 18. Form of Execution. The Mayor, the City Treasurer, and the City Clerk may file their manual signatures with the Secretary of State, pursuant to the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS. The registered Bonds shall be signed and executed in the corporate name of the City with the manual or facsimile signature of the Mayor, countersigned with the manual or facsimile signature of the City Treasurer, shall be attested with a manual or facsimile signature of the City Clerk, shall be authenticated by the manual signature of an authorized officer of the Registrar, and a manual or facsimile of the seal of the City shall be affixed thereto. The Bonds bearing the signatures of the officers in office at the time of the signing thereof, shall be the valid and binding obligations of the City, notwithstanding that before the delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign the Bonds at the time of their execution and of the execution of a signature certificate, may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the Bonds.

Section 19. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Project Act and the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of its issuance.

Section 20. Registration Records Conclusive. As provided in Section 17, the records maintained by the Registrar shall be conclusive evidence of the amounts and dates of any principal prepayments.

Section 21. Form of Single Bond. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

CITY OF YERINGTON, NEVADA
WASTEWATER REVENUE BOND, SERIES 2023[A][B]

NO. 1

Principal Amount: \$_____

Dated: _____, 2023

Interest Rate: 1.375% per annum

Maturity Date: _____, 20__

The City of Yerington, Nevada (the "City"), solely from the special funds provided therefor, hereby acknowledges itself obligated, and for value received, hereby promises to pay to the UNITED STATES OF AMERICA (the "United States"), the principal amount above stated together with interest on the unpaid balance at the rate of 1.375% per annum (the "Interest Rate").

Interest payments and amortized principal payments shall be made by the City on the first day of each month commencing on the first day of the month following the date of delivery of this bond (the "Bond") and monthly thereafter on the first day of each month until the maturity date or prepayment. Interest shall be calculated based on a 365-day year.

If any installment is not paid when due, then in addition to installments thereafter becoming due, the City shall pay interest on the unpaid balance of the total principal amount from the due date of the delinquent installment to the date of payment of the delinquent installment, provided, that interest accruing by reason of any such delinquency shall not include any interest applicable to such delinquency period in any installments subsequently paid and shall in no event cause the total interest payable on this Bond to exceed the Interest Rate set forth above on the unpaid balance of the total principal amount. Except as otherwise provided herein, every payment on this Bond shall be applied first to interest due through the next installment due date and then the balance to principal.

The installments of principal and interest are payable in lawful money of the United States of America, without deduction for exchange or collection charges, during the period the United States of America is the registered owner of this single Bond, at the appropriate United States Department of Agriculture, Rural Utilities Service office, currently designated as 2730 N. Deer Run Road, Suite 1, Carson City, Nevada 89701, or at such other place as the United States may designate in writing, and are so payable during any period the United States is not the registered owner hereof at the address shown on the registration records of the Registrar. The final installment of principal due on this Bond is payable only upon the surrender of this Bond to the City Treasurer, as paying agent for this Bond.

All installments of principal are subject to prepayment at the option of the City prior to their stated due dates and, in inverse order of maturity, by the payment of such principal amount and accrued interest to the prepayment date. Prepayments shall be made on the date, at the place and in the manner provided herein for making regularly scheduled installment payments and partial prepayments shall be in the amount of that portion of one or more of the final installments allocable to principal. No partial prepayment shall extend or postpone the due date of any subsequent installment. Any prepayment shall be in the amount of principal being prepaid, together with accrued interest thereon to the date of prepayment, and shall be made without penalty or additional interest or charges. Prepayment shall be made upon prior notice as provided in the 2023 Wastewater Revenue Bond Ordinance authorizing this Bond and adopted on October 9, 2023 (the "Ordinance").

The Registrar shall maintain records showing the amounts and the dates of any principal prepayment and such records shall be conclusive evidence of the amounts and dates of any principal prepayment.

This single Bond is duly authorized to defray in part the cost to acquire, improve, equip, operate and maintain, within the City, a wastewater project as defined in NRS 268.714 (the "Wastewater Project"), under the authority of and in full conformity with the constitution and laws of the State of Nevada, and in particular the Bond Act (hereinafter defined) and the provisions of NRS 268.672 through 268.740, inclusive (the "Project Act") and pursuant to the Ordinance.

This bond does not constitute a debt or indebtedness of the City within the meaning of any constitutional or statutory limitation and shall not be considered or held to be a general obligation of the City. The City does not pledge its full faith and credit for the payment of this Bond. Pursuant to the Project Act, as supplemented by Sections 350.500 through 350.720, Nevada Revised Statutes, and all laws amendatory thereof (the "Bond Act"), and all laws thereunto enabling, this Bond is a special obligation of the City payable and collectible solely out of and secured by an irrevocable pledge of certain net income derived from the operation of the City's municipal Wastewater system (the "System"). The owner hereof may not look to any general or other fund for the payment of the principal of or interest on this Bond except the special funds pledged therefor. This Bond is issued pursuant to the Project Act and to the Bond Act. Pursuant to Section 350.628 of the Bond Act, this recital is conclusive evidence of the validity of this Bond and the regularity of its issuance.

Payment of this Bond and interest thereon shall be made solely from, and as security for such payment there are pledged, pursuant to the Ordinance, two special funds identified as the "2023 Wastewater Utility Bond Account," and the "2023 Wastewater Revenue Bond Reserve Account," into which the City covenants to pay from the revenues of the System, after provision only for all necessary and reasonable operation and maintenance expenses, sums sufficient to pay the principal and the interest of this Bond and to create and maintain a reasonable and specified reserve. For a description of said funds and the nature and extent of the security afforded thereby, reference is made to the Ordinance. This Bond is secured by and constitutes an irrevocable and prior lien (but not necessarily an exclusive lien) upon the net revenues of the System on a parity with the lien thereon securing any Parity Securities (as defined in the Ordinance) issued in the future. Subject to designated conditions, additional bonds may be issued payable from the net revenues and having a lien thereon inferior and junior to the lien, or subject to additional conditions having a lien thereon on a parity with the lien of this Bond, in accordance with the Ordinance.

The City covenants and agrees with the owner hereof that it will keep and perform all the covenants of the Ordinance, including its covenant against the sale or mortgage of the System or any part thereof unless provision has been made for the payment of this Bond and its covenant that it will fix, maintain and collect rates sufficient to pay operating and maintenance expenses and 100% of both the principal of and the interest on this Bond and any other obligations payable annually from the net revenues of the System (including reserves).

This Bond shall be registered for payment in the name of the registered owner hereof only as to both principal and interest in the records of the Registrar and in the registration panel appended to this single Bond. This Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the office of the Registrar. No transfer of this Bond shall be valid until it has been duly entered in such records and duly noted on the registration panel appended to this Bond.

It is further certified, recited, and warranted that all the requirements of law have been fully complied with by the proper City officers in the issuance of this Bond.

No recourse shall be had for the payment of the principal of or the interest on this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument pertaining thereto, against any individual member of the City Council or any officer or other agent of the City, past, present or future, either directly or indirectly through the City Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this single Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the City of Yerington, in the State of Nevada, acting by and through the City Council of the City, has caused this Bond to be signed and executed in its name and on its behalf with the manual or facsimile signature of Mayor of the City, countersigned by the manual or facsimile signature of the City Treasurer, attested by the manual or facsimile signature of the City Clerk with the manual or facsimile seal of the City affixed hereto, all as of the date of the delivery hereof.

CITY OF YERINGTON, NEVADA

Mayor

(SEAL)

Countersigned:

Attest:

City Clerk

City Treasurer

(End of Form of Bond)

Exhibit A
(Attach Amortization Schedule)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond has been prepaid by the City of Yerington, Nevada, in accordance with the terms of the Ordinance authorizing the issuance of this Bond:

Date of Payment	Amount Prepaid	Signature of Registered Owner
	\$	

(End of Form of Prepayment Panel)

(Form of Registration Panel Appended to Bond)

MANDATORY REGISTRATION FOR PAYMENT AS TO PRINCIPAL AND INTEREST

The within Bond is registered in the office of the City Treasurer, as Registrar, in the name of the last owner listed below; and the principal amount of the Bonds and interest thereon shall be payable only to such owner, all in accordance with the 2023 Wastewater Revenue Bond Ordinance authorizing the issuance of the Bonds.

Date of Registration	Name of Owner	Address of Owner	Signature of Registrar
_____, 2023	United States of America	USDA, Rural Utility Service 2730 N. Deer Run Road, Suite 1, Carson City, Nevada 89701	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Registration Panel Appended to Bond)

(Form of Provision for Assignment)

For value received, the undersigned hereby assigns and transfers unto _____ the attached Bond, together with accrued interest thereon, and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer said Bond on the registration records of City of Yerington, Nevada, at the office of the City Treasurer, a Registrar with full power of substitution in the premises.

Dated _____, 20____

In the presence of:
Signature Guaranteed
By _____

NOTICE: The Signature to this assignment must correspond with the name as it appears upon the Registration Panel of the within Bond in every particular, without any alteration whatsoever.

Name of Transferee: _____

Address of Transferee: _____

Taxpayer Identification number or
Social Security Number(s): _____

(End of Form of Assignment Panel Appended to Bond)

Section 22. Period of Facilities' Usefulness. The Wastewater Project will be useful for at least 40 years from the date of delivery of the Bonds.

Section 23. Bond Preparation; Execution and Delivery. The Mayor, the City Manager, the City Clerk, and the City Treasurer are directed to prepare and execute the Bonds. Thereafter, the City Treasurer shall deliver them to RUS on behalf of the United States of America as purchaser on receipt of the agreed purchase price.

Section 24. Disposition of Proceeds of the Bonds.

A. **Refunding of 2020 Debentures.** Proceeds of the Bonds in an amount sufficient to effect the refunding and defeasance of the 2020 Debentures shall be immediately used by the City to effect the Refunding Project.

B. **Purchaser not Responsible.** The Purchaser or any Registered Owner of the Bonds shall not be responsible for the application or disposal of proceeds of the Bonds.

Section 25. Fiscal Year. For the purpose of this Ordinance the City shall be operated upon a fiscal year commencing July 1 in each year and ending on June 30 of the next succeeding year.

Section 26. Income Fund. There has been previously created and is hereby continued a fund known as the "City of Yerington Wastewater Utility Revenue Fund," herein sometimes designated as the "Income Fund." So long as the Bonds shall be outstanding all income and revenues derived from the operation of the System shall be deposited into the Income Fund.

Section 27. Administration of Income Fund. The following payments shall be made from the Income Fund:

A. **Operation and Maintenance Expenses.** First, there shall be set aside each month such reasonable percentage of the Income Fund as the City Council shall determine to be reasonable and necessary for the proper operation and maintenance of the System. Any surplus remaining at the end of the Fiscal Year and not used for Operation and Maintenance Expenses shall be transferred back to the Income Fund.

B. Bond Account Payments. Second, from any moneys remaining in the Income Fund there shall be deposited into a separate account hereby created to be known as the “2023 Wastewater Utility Bond Account” (herein “Bond Account”) monthly, commencing on or before the day preceding each payment date, an amount sufficient, together with any available moneys therein, to pay the next maturing installment of principal and interest on the outstanding Bonds until the maturity or prior redemption of the Bonds.

C. Reserve Account Payments. There shall be deposited annually into a separate account hereby created to be known as the “2023 Wastewater Revenue Bond Reserve Account” (herein “Reserve Account”), commencing on or before the date which is twelve full months from the date of delivery of the Bonds, an amount equal to at least one-tenth (1/10) of the average annual loan installment, and annually thereafter an amount each year of at least one-tenth (1/10) of the average annual loan installment until an amount equal to the average annual loan installment on the Bonds (the “Minimum Reserve”) has been accumulated. After the Minimum Reserve has been accumulated, an amount shall be deposited annually from the Income Fund into the Reserve Account sufficient to maintain said Reserve Account in an amount not less than the Minimum Reserve. The moneys in the Reserve Account shall be maintained as a continuing reserve to be used only for the following:

(1) Securities Requirements. To pay principal and interest on the Bonds, if necessary to prevent a default;

(2) Emergency Maintenance Costs. To pay the costs of extraordinary and major repairs, renewal, replacements, or maintenance items appertaining to such System of a type not recurring annually and not defrayed as operation and maintenance expenses;

(3) Capital Costs. To pay the cost of extending the System; and

(4) Replacement Costs. To pay the costs of replacing short-lived assets of the System which have useful lives significantly less than the term of the Bonds.

D. Termination of Deposits. Payment need not be made into the Bond Account or the Reserve Account if the total amount in both funds at least equals the principal and interest requirements of the then outstanding Bonds to maturity. In that case such an amount equal to such

principal and interest requirements shall be set aside for that purpose and all other moneys may be used in any lawful manner.

E. Defraying Delinquencies in Bond Account and in Reserve Account. If, for any reason, the City shall fail to pay into the Bond Account the full stipulated amount from Net Revenues, then the difference between that paid and the amount stipulated shall be paid into the Bond Account from the Reserve Account. Money so used shall be replaced in the Reserve Account from the first revenues thereafter received not required to be otherwise applied by this section. If the proceedings authorizing other parity lien obligations require the replacement of moneys in a reserve fund, then money shall be replaced in each such reserve fund on a pro rata basis. If, for any reason, the City shall fail to pay into the Reserve Account the full stipulated amount, the difference between the amount paid and the amount stipulated shall in like manner be paid therein from the first revenues thereafter received not required to be otherwise applied by this section. The moneys in the Bond Account shall be used only for the purpose of paying Bond principal and interest. Any moneys in the Reserve Account in excess of the Minimum Reserve (including any investment income) may be withdrawn and used in the same manner as Net Revenues.

F. Payment for Additional Obligations. After making the above payments, any balance in the Income Fund may be used for the payment of principal and interest on additional bonds including reasonable reserves therefor. The lien of additional bonds on Net Revenues shall be on a parity with, or subordinate to, the lien and pledge of the Bonds. Any payments with respect to additional parity bonds shall be made concurrently with those required by this section.

G. Use of Surplus Revenues. After making the above payments, the remaining Net Revenues, if any, may be applied to any other lawful purpose or purposes authorized by the Constitution and Laws of the State as the City Council may direct.

Section 28. General Administration of Funds. The funds and accounts reference herein shall be administered as follows:

A. Places and Times of Deposits. The above accounts and funds shall be separately maintained and deposited in one or more bank accounts in an Insured Bank or Banks. Each account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any other purpose. Amounts in the account exceeding the applicable

federal deposit insurance coverage shall be secured by the Insured Bank in advance in accordance with U.S. Treasury rules and regulations governing the deposit of government moneys. Payments shall be made into the proper account on the payment date when due except that when the payment date shall be a Sunday or legal holiday, the payment shall be made on the preceding calendar day which is not also a Sunday or legal holiday. At least one day prior to any principal then due, moneys sufficient to pay interest and principal due on such payment date shall be credited at the Paying Agent. Nothing in this Ordinance shall prevent the City Council from establishing one bank account for any of the funds and accounts required by this Ordinance.

B. Investment of Money. Any moneys in any fund or account designated in Sections 24, 26 and 27 of this Ordinance may be invested or reinvested by the City in such obligations as may be permitted by the Constitution and laws of the State of Nevada, and applicable federal statutes and regulations.

Section 29. Parity Lien Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues on a parity with any other Parity Securities heretofore or hereafter issued.

Section 30. Additional Securities.

A. Earnings Test. This Ordinance shall not prevent the issuance of additional Parity Securities payable from and constituting a lien upon the Pledged Revenues on a parity with the lien of the Bonds. Before any such additional Parity Securities are actually issued (and upon receiving the prior written consent of RUS on behalf of the United States of America for so long as the United States of America is the Registered Owner of the Bonds) it must be determined that:

(1) The City is not, and has not been in default as to any payments required to be made in Section 27 during the Fiscal Year immediately preceding the issuance of such additional Parity Securities, or if the Bonds has not been outstanding for a full Fiscal Year, then for the longest period of time the Bonds has been outstanding; and

(2) The annual Revenues for the Fiscal Year immediately preceding the effective date of the ordinance authorizing the issuance of any such Parity Securities shall have been sufficient to pay an amount representing 120% of the average annual principal and interest requirements on all bonds then outstanding and constituting a lien upon Revenues and the Parity

Securities proposed to be issued (excluding reserves). As used in this section “average annual principal and interest requirements” shall be the total principal and interest coming due on the then outstanding Parity Securities and the proposed Parity Securities during the period extending from the date of the proposed Parity Securities to the final principal payment date of the then outstanding Parity Securities or the proposed Parity Securities, whichever is longer, divided by the number of years (including any fraction thereof) computed from the date of the proposed Parity Securities to the last principal payment date of the then outstanding Parity Securities, or the proposed Parity Securities, whichever is longer.

B. Certification or Opinion of Revenues. A written certificate or opinion by the City Treasurer or an Independent Accountant that the earnings test set forth in Section 30.A above has been met shall conclusively determine the right of the City to issue additional parity bonds. The City Treasurer or an Independent Accountant may utilize the results of any annual audit to the extent it covers the applicable period and may conclusively rely on a Consulting Engineer's Certificate for the amount of any adjustment required under Paragraph C of this Section. In the event that an annual audit covering the applicable period is unavailable, the City Treasurer may utilize unaudited information covering the applicable period in making such written certification.

C. Consideration of Additional Expenses. In determining whether additional parity bonds may be issued, the City Treasurer or the Independent Accountant shall consider any probable increase (but not reduction) in Operation and Maintenance Expenses. A written certificate by a Consulting Engineer as to the amount of such probable increase may be conclusively relied on by the City and the City Treasurer or the Independent Accountant in determining the right of the City to issue additional parity bonds.

D. Subordinate Obligations Permitted. The City may issue bonds or other obligations (upon receiving the prior written consent of RUS on behalf of the United States of America for so long as the United States of America is the Registered Owner of either of the Bonds) having a lien on Revenues subordinate to the lien thereon of the Bonds.

E. Superior Obligations Permitted. The City shall not issue any bond or other obligation having a lien on Revenues prior and superior to the lien thereon of the Bonds unless the City has received the prior written consent of the United States of America.

F. Waiver of Earnings Test. The foregoing earnings test described in Section 30.A may be waived or modified by the written consent of Bondholders representing seventy-five percent (75%) of the then outstanding principal indebtedness on a parity with the proposed Parity Securities.

Section 31. Defeasance. So long as the United States of America is the Registered Owner of any of the Bonds, such Bond may not be defeased.

Notwithstanding the foregoing, if the United States of America is no longer the Registered Owner of the Bonds, when the principal of and interest on any Bonds (the “Bond Requirements”) has been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged as to such Bonds and such Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State (the “Bank”), an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of such the Bonds, as the same become due to the final maturity of the Bonds or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bonds for payment. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the Bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the owners thereof to assure availability as so needed to meet the schedule. For the purpose of this section, the term “Federal Securities” shall be as defined in NRS 350.522, and shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof.

Section 32. Protective Covenants. The City covenants and agrees with each and every Holder that:

A. Use of Proceeds of the Bonds. The Refunding Project shall be completed without delay.

B. Payment of Bonds Herein Authorized. The City will make the principal and interest payments of the Bonds at the place, on the dates, and in the manner specified according to the true intent and meaning thereof.

C. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, possible delinquencies, proper allowances for depreciation, contingencies, and the amounts necessary to retire all bonds payable from Net Revenues, and the reserves therefor. There shall be charged against all users, including the State of Nevada and its subdivisions, rates and amounts sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, and 100% of both the principal of and interest on all bonds and other obligations payable from Net Revenues, including reserves. Except as otherwise provided by law, no free service shall be furnished by the System. Any use of the System by the City will be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income.

D. Levy of Charges. Prior to the delivery of the Bonds, the City will establish, levy and maintain the rates and charges which are required to meet the provisions of paragraph C of this Section 32. No reduction in any initial Wastewater rate schedule may be made unless:

(1) The City has complied with Section 27 for at least two Fiscal Years immediately preceding such reduction.

(2) The audits for the full two Fiscal Years immediately preceding such reduction disclose that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph C of this section.

(3) If the United States then owns the Bonds, the Rural Development State Director approves in writing the proposed reduction, provided that the United States, acting by and through RUS, shall have first been furnished with a written request signed by the Treasurer requesting and justifying such reduction. This Section 32.D(3) applies only if the United States owns the Bonds on the date of the reduction.

E. Efficient Operation. The City shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service.

F. Records. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing:

- (1) The number of System customers;
- (2) The revenues received;
- (3) A detailed statement of expenses; and
- (4) Such other items specified by any form furnished by the United States.

Before each Fiscal Year the City Council will cause an operating budget to be prepared.

G. Right to Inspect. Any Registered Owner, or their duly authorized agents, shall have the right at all reasonable times to inspect the System, and all records, accounts and data relating thereto.

H. Audits and Budgets. As long as the United States of America is the Registered Owner of any Bonds, the City agrees that it will, within 9 months following the close of each Fiscal Year, furnish an audit made by an Independent Accountant to RUS (at the Rural Development State Office of RUS). Each such audit, in addition to matters thought proper by the accountant, shall include:

- (1) A statement for the Fiscal Year just closed, of the income and expenditures of the City, including Revenues, the amount of any capital expenditures and profit or loss;
- (2) A balance sheet as of the end of such Fiscal Year, including all funds and accounts created by proceedings authorizing bonds payable from Net Revenues;

(3) The accountant's comment regarding the City's methods of operation and accounting practices;

(4) A list of the insurance policies in force, setting out the amount of each policy, the risks covered, the name of the insurer, and the expiration date;

(5) A recapitulation of each fund or account created by the various proceedings showing deposits and withdrawals for said Fiscal Year.

After the beginning of each new Fiscal Year, the City shall furnish an operating budget showing the planned budget for the ensuing year and a copy of the minutes of the meeting of the City Council at which such budget was approved. Along with the operating budget, the City shall provide a letter showing the name, address and term of office for each member of the City Council, the number of residential users and the number of commercial users of the System as of the end of the Fiscal Year. The City will furnish the designated United States representative with quarterly statements of income and expense on forms furnished by the United States. The City will furnish a copy of each audit, budget, quarterly statement and written instrument to the United States.

I. Billing Procedure and Discontinuance of Service. All bills shall be sent out on a regularly established manner each month in advance or after service is rendered. Bills shall be due within an established number of days from the bill date. Bills for wastewater use and wastewater service may be sent out in combination with bills for another utility (e.g., sanitary sewer bills or refuse collection bills) as long as such amounts are separately stated. If bills are not paid 30 days after such due date they shall be collected in any lawful manner.

J. Use of Bond Account and Reserve Account. The Bond Account and the Reserve Account shall be used solely and only, and said funds are hereby pledged, for the purposes set forth above for the payment of the principal of and interest on the Bonds on a pro rata basis.

K. Charges and Liens upon System. The City will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System. It shall not create or permit to be created any lien or charge upon the System or the Pledged Revenue except as permitted herein. The City will satisfy all claims and demands within 60 days after the same shall accrue

which might by law become a lien upon the System or upon the Pledged Revenue unless the validity thereof is being contested in good faith by appropriate legal proceedings.

L. Construction Contract and Bond. The City will require each person, firm or corporation with whom it may contract for labor or materials to furnish a performance and payment bond in the full amount of any contract. Any such contract will meet the reasonable requirements of the United States which are not inconsistent with State law.

M. Insurance. Fire and extended coverage insurance will be obtained and maintained on the facilities above ground, including City-owned contents, equipment and machinery. The proceeds of such insurance shall be used to restore the property lost or damaged and any remainder (or if such lost or damaged property is no longer required for the System the entire proceeds) will be distributed as Net Revenues. The City will carry workmen's compensation insurance on all full-time employees and will maintain public liability insurance (including liability and property damage insurance on City-owned or operated vehicles) if authorized by State law as interpreted by the legal counsel for the City.

N. Competing System or Works. The City shall not grant any franchise or license to a competing System, or permit any person or organization to sell Wastewater or Wastewater service within the City, but this covenant shall not require the City to take any action which, in the opinion of the City's legal counsel, may violate antitrust laws.

O. Alienating System. The City will not sell, lease, mortgage, pledge, or otherwise alienate the System, or any part thereof, except any portion which shall have been replaced by other property of at least equal value or which shall cease to be necessary for the efficient operation of the System. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues.

P. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all bonds and interest which has not been extended.

Q. Management of the System. If an "event of default" shall occur or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserves for all bonds payable from

Net Revenues, the City shall retain a Consulting Engineer to assist in the management of the System so long as such default continues or the Net Revenues are less than the amount designated.

R. Fidelity Bonds. The persons, being responsible for receiving income and maintaining the accounts of the City, shall be bonded in a blanket position fidelity bond in a penal sum at least equal to the maximum amount on hand at any one time (exclusive of proceeds of the Bonds), which fidelity bond may be provided on Form RUS 440-24 "Position Fidelity Schedule Bond" or other equivalent United States forms and shall designate the United States of America as a co-obligee.

S. The City's Existence.

(1) The City will maintain its "corporate" identity and existence so long as any principal of the Bonds remains outstanding (and the United States of America is a Registered Owner of any of such Bonds), unless another political subdivision by operation of law succeeds to the liabilities and rights of the City without adversely affecting to any substantial degree the privileges and rights of any Registered Owner.

(2) The City agrees to give written notice to the Rural Development State Office, if the United States of America is a Registered Owner of any principal of the Bonds, at least 30 days prior to any contemplated merger, consolidation or dissolution of the City.

T. Tax Covenants. The City covenants for the benefit of the owner of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 33. Events of Default. It is an “event of default” if:

- A. Nonpayment of Principal. Payment of any principal of the Bonds is not made when due or upon prior redemption.
- B. Nonpayment of Interest. Payment of interest is not made when due.
- C. Incapable to Perform. The City is not capable of fulfilling its obligations hereunder.
- D. Default of Any Provision. The City defaults in the punctual performance of its covenants hereunder for 60 days after written notice shall have been given by the Owners of 25% of the outstanding principal of the Bonds.

Section 34. Remedies on Default. Upon the happening of any event of default, the Registered Owners or Holders of not less than 25% in principal amount of the outstanding Bond, or a trustee therefor, may protect and enforce these rights of any Bondholder or Owner by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief, or requiring the governing body of the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners and Holders. Any receiver appointed to protect the rights of Bondholders may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of any Registered Owner or Holder to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right and the exercise of any right by any Bondholder or Owner shall not be deemed a waiver of any other right.

Section 35. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Bonds. The Owners or Holders of not less than 25% in principal amount of the outstanding Bonds after written demand, may proceed to protect and enforce the rights provided by this section.

Section 36. Prior Charge Upon Lower Rates. If any commission or authority lawfully prescribes a lower schedule of rates than that contemplated by this Ordinance, then the payment of principal and interest on the Bonds, and any parity bonds, shall constitute a first and prior charge on revenues.

Section 37. Refinancing. If it shall appear to RUS, during the time the United States of America owns any of the Bonds, that the City can refinance the amount of the Bonds then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the City agrees (upon the request of RUS), within the limitations of its then existing powers, (and subject to any contractual limitations contained herein concerning the payment of the Bonds and their redemption), to apply for and to accept such loan, with conditions acceptable to the City, in sufficient amount to repay the United States of America and agrees to take such action as may be required in connection with such loan. Any such refinancing shall be accomplished according to applicable statutes of the State.

Section 38. Discharge of the Bonds. When the Bonds has been paid, the pledge and lien and all obligations hereunder shall be discharged and the Bonds shall no longer be deemed to be outstanding.

Section 39. Amendment of Ordinance. This Ordinance may be amended, without receipt by the City of any additional consideration, but with the written consent of the Owners of seventy-five percent (75%) of the principal of the Bonds then outstanding (not including any portion of the Bonds which may be held for the account of the City); but no Ordinance adopted without the written consent of the Owners of all of the outstanding Bonds shall have the effect of permitting:

- (1) An extension of any installment payment of the Bonds; or
- (2) A reduction in the principal amount or interest rate of the Bonds; or
- (3) The creation of a lien upon revenue ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of the Bonds required for consent to such amendatory Ordinance; or

(5) The modification of or otherwise affecting the rights of the Holders of less than all of the outstanding Bonds.

Section 40. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation, the execution of such certificates, agreements and forms as may be reasonably required by the United States of America or RUS, relating, inter alia, to the signing of the Bonds, the tenure and identity of the officials of the City Council and of the City, the delivery of the Bonds and the receipt of the purchase price of the Bonds, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof, and the absence and existence of factors affecting the exemption of interest on the Bonds from federal income taxation, the assembly and dissemination of financial and other information concerning the City, the Bonds, and the sale and issuance of the Bonds pursuant to the provisions of this Ordinance and to any instrument supplemental thereto.

Section 41. Prior Contracts. If any provision herein is inconsistent with any provision in any existing contract pertaining to the City so as to affect prejudicially and materially the rights and privileges thereunder, so long as such contract shall remain viable and in effect such provision therein shall control such inconsistent provision herein and the latter provision shall be subject and subordinate to such provision in such existing contract.

Section 42. Police Power. Nothing in this Ordinance prohibits or otherwise limits or inhibits the reasonable exercise in the future by the State and its governmental bodies of the police powers and powers of taxation inherent in the sovereignty of the State or the exercise by the United States of the powers delegated to it by the Federal Constitution. The City cannot contract away such powers nor limit or inhibit by contract the proper exercise thereof, and this Ordinance does not purport to do so.

Section 43. Ordinance Irrepealable. After the Bonds is issued, this Ordinance shall constitute an irrevocable contract between the City and the owner of the Bonds and this

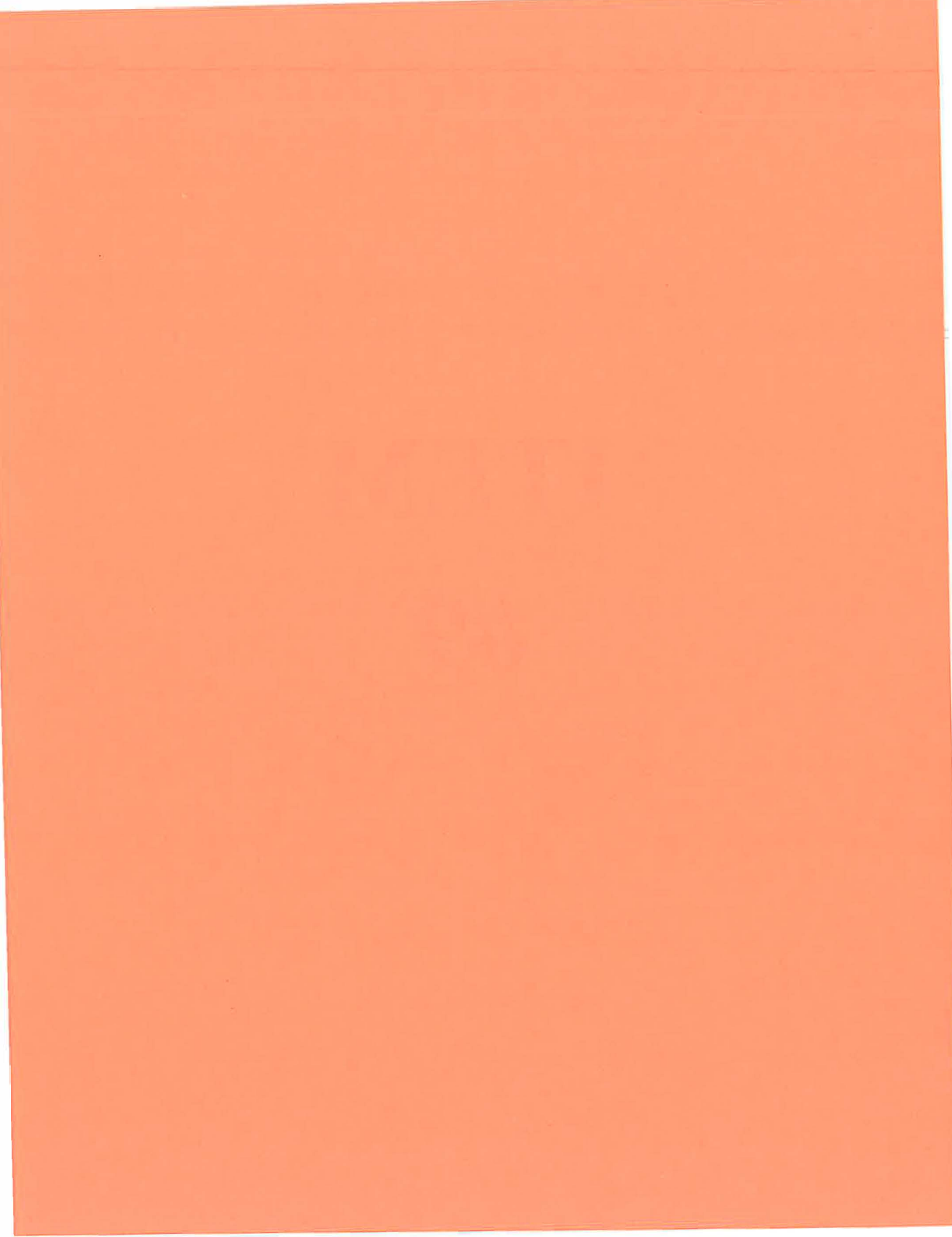
Ordinance, if the Bonds is in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged as herein provided.

Section 44. Implied Repealer. All ordinances, resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part hereof, heretofore repealed.

Section 45. Publication and Effective Date. The Council has expressed in the preambles to this Ordinance that it pertains to the sale, issuance, or payment of the Debentures, and that, as permitted under Section 7.030(3) of the City Charter, this instrument may accordingly be adopted in the same manner as is provided for cases of emergency. This Ordinance shall become effective immediately upon unanimous passage by the Council. Following the unanimous passage of this Ordinance, the City shall publish this Ordinance by its title only, together with a statement that typewritten copies of this Ordinance are available for inspection by interested parties at the office of the City Clerk, such publication to be made in a newspaper or newspapers published in Lyon County and which is of general circulation in the City and such publication to be in substantially the following form:

ITEM

#9



BILL NO. 431

ORDINANCE NO. 2023-06

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE OF THE CITY OF YERINGTON, NEVADA, WATER REVENUE BOND, SERIES 2023A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,901,000 AND THE CITY OF YERINGTON, NEVADA, WATER REVENUE BOND SERIES 2023B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,352,000 TO REFINANCE A WATER PROJECT, AS DEFINED IN NRS 268.728; PROVIDING THE FORMS, TERMS, CONDITIONS AND SECURITY FOR THE BONDS AND THE SALE TO THE UNITED STATES OF AMERICA; PROVIDING FOR ADOPTION AS IF AN EMERGENCY EXISTS; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Yerington in the County of Lyon and State of Nevada (the “City,” the “County,” and the “State,” respectively) is a political subdivision of the State a body corporate and a city duly organized as a city under the provisions of Nevada Revised Statutes (“NRS”) Chapter 268, Chapter 465, Statutes of Nevada, 1971, as amended (the “Charter”), and the general laws of the State;

WHEREAS, the City owns and operates a municipal water system (the “System”);

WHEREAS, the City has received commitments from the United States Department of Agriculture acting through the United States Department of Agriculture, Rural Utility Service (“RUS”) to provide loans in the aggregate amount \$33,000,000 to the City for purposes of providing long-term financing for a Water Project (as defined in NRS 268.728) (the “Water Project”) pursuant to a Letter of Conditions dated December 29, 2016, as amended (collectively, the “Letters of Conditions”);

WHEREAS, the City has previously issued the “City of Yerington Interim Debentures, Series 2020” (the “2020 Debentures”) in an aggregate amount not to exceed \$32,830,000;

WHEREAS, the 2020 Debentures are currently outstanding in the principal amount of \$32,830,000.

WHEREAS, the 2020 Debentures are secured in part by a lien on the Pledged Revenues;

WHEREAS, the outstanding 2020 Debentures are subject to prior redemption at the option of the City on any date at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date;

WHEREAS, pursuant to the provisions of NRS Sections 350.500 through 350.720, and all laws amendatory thereof, cited in Section 350.500 thereof by the short title "Local Government Securities Law" (the "Bond Act"), the City is authorized to issue bonds in order to refund, pay and discharge certain outstanding bonds or other obligations of the City for the purpose of reducing interest rates and effecting other economies;

WHEREAS, the City Council of the City (the "Council") hereby determines that it is in the best interests of the City and the inhabitants thereof to issue its "City of Yerington, Nevada Water Revenue Refunding Bonds, Series 2023A" and its "City of Yerington, Nevada Water Revenue Refunding Bonds Series 2023B" (collectively, the "Bonds") to refund, pay and discharge the outstanding the 2020 Debentures and pay the costs associated with the issuance of the Bonds (collectively, the "Refunding Project");

WHEREAS, other than the 2020 Debentures, the City has not previously pledged the Pledged Revenues derived and to be derived from the operation of the System (as defined herein) for the repayment or redemption of any securities payable from such revenues, or otherwise, with the result that such Pledged Revenues may be pledged lawfully and irrevocably to secure the payment of the Bonds; and

WHEREAS, the payment of the principal of and interest on the Bonds will be secured by the Pledged Revenues; and

WHEREAS, pursuant to the Letters of Condition, RUS has agreed to purchase the Bonds herein authorized at a price of par and at an interest rate of 1.375% per annum, (provided, however, that the City may elect to accept the RUS rate available at the date of issuance of the Bonds, if lower) (the "Interest Rate");

WHEREAS, the City Council has determined and does hereby determine and declare that the proposal for the purchase at private sale pursuant to NRS 350.616 of a single Bond of each series

of the Bonds by RUS, for a price consisting of the aggregate principal amount of the Bonds, at the Interest Rate, and otherwise maturing, being secured and otherwise being issued as herein provided, constitutes the best proposal for the Bonds and is to the best advantage of the City;

WHEREAS, the effective Interest Rate on the Bonds herein authorized or such lower elected rate, does not exceed by more than 3% the “Index of Revenue Bonds” which was most recently published before a negotiated offer was accepted for the Bonds;

WHEREAS, the City Council hereby elects to have the Chapter 348 of NRS (the “Supplemental Bond Act”) apply to the Bonds;

WHEREAS, the City Council hereby determines that it is necessary and advisable that the City incur a bonded indebtedness by issuing the Bonds pursuant to the Charter, the Project Act, the Water Act, the Supplemental Bond Act, and the Bond Act;

WHEREAS, the City Council has determined and hereby declares that each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Bond Act, the Project Act, the Supplemental Bond Act, and in any other relevant act of the State or the federal government has been met, and pursuant to NRS 350.708 of the Bond Act such determination of the City Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary and gross abuse of discretion;

WHEREAS, the City Council has determined and does hereby declare:

(A) It is necessary and for the best interests of the City to effect the Refunding Project and to issue the Bonds; and

(B) Each of the limitations and other conditions to the issuance of the Bonds in the Project Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government has been met; and pursuant to NRS 350.708, this determination of the City Council that the limitations of the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

WHEREAS, the City Council has determined and does hereby declare:

(A) This Ordinance pertains to the sale, issuance and payment of the Bonds;

(B) Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of Subsection 2 of NRS 350.579; and

(C) This Ordinance may accordingly be adopted as if an emergency now exists by an affirmative vote of all of the voting members of the City Council, and this Ordinance may become effective at any time when an emergency ordinance of the City may go into effect.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF YERINGTON DOES ORDAIN:

Section 1. Short Title. This ordinance shall be known and may be cited as the “2023 Water Revenue Bond Ordinance” (herein the “Ordinance”).

Section 2. Matter of Local Concern. The City Council has determined, and does hereby determine, that the completion of the Refunding Project and the pledge of the Pledged Revenues to the repayment of the Bonds is a “Matter of local concern” as defined in NRS 268.003.

Section 3. Definitions. The terms defined in this section, except where the context requires otherwise, shall have the following meanings in this Ordinance:

A. “Bond Act” or “Act” means the Local Government Securities Law, cited as NRS 350.500 through 350.720 and all laws amendatory thereof.

B. “Bonds” means, collectively, the Series 2023A Bond and the Series 2023B Bond.

C. “Bond Account” means the “2023 Water Utility Revenue Bond Account” created in Section 27.B of this Ordinance.

D. “Bond Act” or “Act” means the Local Government Securities Law, cited as NRS 350.500 through 350.720 and all laws amendatory thereof.

E. “Consulting Engineer” or “Project Engineer” means any qualified registered or licensed professional engineer practicing under the laws of the State of Nevada.

F. “Fiscal Year” means the twelve months commencing July 1 of any year and ending June 30 of the next succeeding year.

G. “Gross Income,” “gross revenues,” “income” or “revenues” means all income and revenue derived by the City from any rates, fees, tolls, connection charges, stand-by charges and charges for availability of water services furnished by, or the use of, the municipal water system as the same may at any time exist to serve customers within or outside the City limits, whether resulting from improvements, extensions, or otherwise.

H. “Holder,” “Owner” or “Registered Owner” means a person (including the United States Department of Agriculture, Rural Utility Service) in possession and the apparent owner of the Bonds

I. “Independent Accountant” means any certified public accountant practicing under the laws of the State of Nevada who is independent and not an officer or employee of the municipality.

J. “Insured Bank” means a bank defined in NRS 350.512 and qualified to accept public deposits under state law which is a member of the Federal Deposit Insurance Corporation.

K. “Interest Rate” means the interest rate for the Bonds as described in the preambles hereto.

L. “Net Revenues” means the Gross Revenues less the Operation and Maintenance Expenses.

M. “NRS” means the Nevada Revised Statutes.

N. “Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining and repairing the System, as defined in NRS 350.542 including legal and overhead expenses of the City directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor, and the cost of materials and supplies for current operation, but excluding any allowance for depreciation, any costs of improvements to the System, any accumulation of reserves for major capital replacements (other than normal repairs) or for the operation, maintenance or repair of the System, any allowance for the redemption of any securities of the City, or any other ground of legal liability not based on contract, in accordance with NRS 350.544.

O. “Parity Securities” means any additional bonds, securities or other obligations issued hereafter with a lien on the Pledged Revenues on a parity with the outstanding Bond.

P. “Paying Agent” means the Treasurer of the City or any successor thereto as paying agent for the Bonds appointed by the City Council.

Q. “Pledged Revenues” means all or a portion of the Net Revenues. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification.

R. “Project Act” means NRS 268.672 through 268.740, inclusive, and all laws amendatory thereof.

S. “Purchaser” means the United States of America, acting by and through RUS.

T. “RUS” means “the United States Department of Agriculture, acting through the Rural Utilities Service (Rural Development Mission Area), or successor agency.

U. “Registrar” means the City Treasurer or any successor thereto as registrar for the Bonds appointed by the City Council.

V. “Refunding Project” shall have the meaning ascribed to such term in the preambles hereof.

W. “Reserve Account” means the “2023 Water Revenue Bond Reserve Account” created in Section 27.C of this Ordinance.

X. “Series 2023A Bond” means the City of Yerington, Nevada, Water Revenue Bond, Series 2023A, issued in the stated principal amount of not to exceed \$9,901,000.

Y. “Series 2023B Bond” means the City of Yerington, Nevada, Water Revenue Bond, Series 2023B, issued in the stated principal amount of not to exceed \$7,352,000

Z. “System” means all of the City's municipal water system, and its water facilities and properties now owned or hereafter acquired, whether situated within or without the City boundaries.

AA. “Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

BB. “Water Act” means NRS 350.350 through 350.490, inclusive, and all laws amendatory thereof.

CC. “Water Project” shall have the meaning ascribed to such term in the preambles hereof.

Section 4. Authority for This Ordinance. This Ordinance is adopted pursuant to the Charter, the Project Act, the Water Act, and the Bond Act.

Section 5. Life of the Water Project. The City Council has determined and does hereby declare that the estimated life or estimated period of usefulness of the Water Project is not less than 40 years from the date of issuance of the Bonds; and the Bonds shall mature at such times not exceeding such estimated life or estimated period of usefulness of the Water Project.

Section 6. Acceptance of Purchase Proposal for the Bonds. The proposal submitted by the United States, by and through RUS, for the purchase of the Series 2023A Bond in the stated principal amount of not to exceed \$9,901,000 and the Series 2023B Bond in the stated principal amount of not to exceed \$7,352,000, each bearing interest at the Interest Rate, which was received by the City at the private sale of the Bonds be, and the same hereby is, accepted.

Section 7. Necessity of Project and Bonds. It is necessary and in the best interests of the City and its inhabitants that the City effect the Refunding Project and defray in part the cost thereof by issuing the Bonds therefor.

Section 8. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by RUS on behalf of the United States of America and by those whom shall own them from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Registered Owner.

Section 9. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of

their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds of this issue over any other thereof, except as otherwise expressly provided herein.

Section 10. Special Obligations. The Bonds shall be payable and collectible (except as herein otherwise provided) solely out of the Pledged Revenues, which revenues are hereby so pledged. The Holder or Registered Owner may not look to any general or other fund for the payment of the principal of, or interest on the Bonds, except the Bond Account and the Reserve Account which are hereby pledged therefor. The Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation and the Bonds shall not be considered or held to be general obligations of the City but shall constitute its special obligations. The City does not pledge its full faith and credit for the payment of the Bonds.

Section 11. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds, in the absence of any breach thereof, shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor) or its general credit, payable out of its general fund or out of any funds derived from taxation.

Section 12. Authorization of Bonds. For the purpose of providing funds to pay the cost of the Refunding Project, the City shall issue the “City of Yerington, Nevada, Water Revenue Bond, Series 2023A” in the principal amount designated by the City Manager (not to exceed \$9,901,000) and the “City of Yerington, Nevada, Water Revenue Bond, Series 2023B” in the principal amount designated by the City Manager (not to exceed \$7,352,000). Such Bonds shall be issued and be payable both as to principal and interest, solely from the Pledged Revenues, and the City shall pledge irrevocably such revenues to the payment of the Bonds and the interest thereon on a parity with the lien on such revenues of the Parity Securities, the proceeds thereof to be used solely for the aforesaid purpose, pursuant to the Charter, the Project Act, and the Bond Act. RUS has requested, and the City has agreed, that the obligations of the City hereunder shall be represented in the form of a single registered bond for each series of the Bonds. The Bonds shall be in the form substantially as set forth in Section 21.

Section 13. Bond Details. The Bonds shall be issued in fully registered form, i.e., registered as to both principal and interest, in compliance with Section 149 of the Tax Code, and the regulations of the Secretary of the Treasury thereunder. The Bonds shall be dated initially as of

the date of delivery thereof. The Series 2023A Bond shall be issued as a single bond in the principal amount designated by the City Manager (not to exceed \$9,901,000.) The Series 2023B Bond shall be issued as a single bond in the principal amount designated by the City Manager (not to exceed \$7,352,000).

The Bonds shall bear interest at the Interest Rate on the unpaid balance of the respective principal amounts until the principal thereof is paid in full. The installments of principal of the Bonds shall bear interest at the Interest Rate based on a 365-day year as set forth below from the dated date of each of the Bonds until payment of such installment of principal shall have been discharged. The interest payments and amortized principal payments on the Bonds shall be made by the City on the first day of each month commencing on the first day of the month following the date of delivery of the Bonds and monthly thereafter on the first day of each month until the maturity date or prepayment. The interest and principal of the Bonds shall be fully amortized so as to produce substantially equal monthly payments (of principal and interest) from payment date to payment date and which shall be in an amount sufficient to fully pay the total principal of and interest on the Bonds on October 25, 2063.

The Interest Rate submitted by the RUS, in accordance with their regulations, as of the date of loan approval, was 1.375%, which may or may not be the lower rate charged by the RUS at the time of loan closing. Should the Interest Rate at the time of the loan closing be lower than the rate of 1.375% in effect at the time of the loan approval, the City Council directs the City Manager or his designee to make a written request to the RUS for the lower rate, and the City Council hereby authorizes the Mayor, the City Treasurer, and the City Clerk to execute the Bonds providing for the lower Interest Rate. If any installment of principal is not paid when due, then in addition to installments thereafter becoming due, the City shall pay interest on the unpaid balance of the total principal amount from the due date of the delinquent installment to the date of payment of the delinquent installment, provided, that interest accruing by reason of any such delinquency shall not include any interest applicable to such delinquency period in any installment subsequently paid, and shall in no event cause the total interest payable on the Bonds to exceed the interest rate as set forth in the Bonds, on the unpaid balance of the total principal amount. The installments of principal and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for exchange or collection charges at the office of the City Treasurer. The final installment of principal and interest due on the Bonds is payable only upon surrender of the Bonds to the Paying

Agent. If, upon presentation at or after maturity, payment of the Bonds is not made as herein provided, interest thereon shall continue at the Interest Rate per annum until the principal thereof is paid in full.

RUS has requested that the Bonds be registered in the name of the United States of America. So long as the United States of America is the Registered Owner of the Bonds, payment of installments of principal and interest shall be made at the appropriate United States Department of Agriculture, Rural Utility Service office, currently designated as 2730 N. Deer Run Road, Suite 1, Carson City, Nevada 89701, or at such other address as the United States of America or RUS may designate in writing. During the time any registered assign is the Registered Owner of the Bonds, payment shall be made at the address shown on the registration record maintained by the Registrar. The Bonds must be registered by the Registrar, and may be assigned in the manner and with the effect set forth in the provisions for registration contained in the form of the Bonds hereinafter set forth, and as herein further provided. The principal and interest of the registered Bonds shall be payable only to, or upon the order of, the Registered Owner or legal representative.

The City hereby reserves the right, at its option, to prepay the principal amount outstanding, in whole, or in the manner hereinafter provided, in part, at any time, in inverse order of maturity. Prepayments shall be made on the date, at the place, and in the manner provided herein for making regularly scheduled installments, and partial prepayments shall be in the amount of that portion of one or more installments which would be allocable to principal. No prepayment of an installment shall extend or postpone the due date of any subsequent installment. Any prepayments shall be in the amount of principal being prepaid, together with accrued interest thereon to the date of prepayment, and shall be made without penalty or without additional interest charges. At the time of such principal prepayment, the Registrar shall make a notation of the date and amount of such principal prepayment on the registration records maintained by the Registrar. The registration records maintained by the Registrar shall be conclusive evidence of the amounts and dates of any principal prepayments.

Section 14. Prepayment Notice. Unless waived by the Registered Owner, notice of prepayment of any of the Bonds shall be given by the Registrar by first class or electronic mail, not less than 30 days prior to the date fixed for prepayment. A copy of the notice shall be mailed at least 30 days prior to the date fixed for prepayment to any Registered Owner whose name and address appear on the registration records maintained by the Registrar. So long as the Bonds is

owned by the United States of America, notice shall be mailed to the United States of America at least 30 days prior to the date fixed for prepayment at such address as the United States of America or RUS may designate in writing. The notice shall identify the installments of principal to be prepaid, specify the date of prepayment, and state that on such date the principal amount thereof and accrued interest to the date of prepayment will become due and payable and thereafter interest will cease to accrue. After such notice, the Bonds or portions thereof so called for prepayment will be paid. Notwithstanding the provisions of this section, any notice of prepayment may contain a statement that the prepayment is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for prepayment sufficient to pay the principal amount prepaid and the accrued interest thereon to the date of prepayment, and that if such funds are not available, such prepayment shall be canceled by written notice to the owner of the Bonds called for prepayment in the same manner as the original prepayment notice was mailed.

Section 15. Negotiability. Subject to the registration and payment provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each Registered Owner shall possess all rights enjoyed by owners of negotiable instruments under the Uniform Commercial Code-Investment Securities.

Section 16. Registration as to Principal and Interest. The Bonds must be registered for payment as to both principal and interest. The Registrar shall maintain records for the registration and transfer of the Bonds.

Section 17. Registration of the Bonds.

A. Records for the registration of the Bonds shall be kept by the Registrar. The person in whose name any Bonds shall be registered, on the registration records maintained by the Registrar, and as noted on the registration panel appended to the Bonds, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes; and payment of or on account of either principal or interest on any Bonds shall be made only to or upon the written order of the Owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bonds to the extent of the sum or sums so paid.

B. If the Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement; provided that if the United States of America is the holder of a Bond, no security or indemnity is required in the event of such lost or destroyed Bond.

C. Whenever a Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

D. The Registrar shall maintain a registration record for the Bonds showing the name and address of the Registered Owner and the amounts and dates of any principal prepayments on the Bonds.

Section 18. Form of Execution. The Mayor, the City Treasurer, and the City Clerk may file their manual signatures with the Secretary of State, pursuant to the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS. The registered Bonds shall be signed and executed in the corporate name of the City with the manual or facsimile signature of the Mayor, countersigned with the manual or facsimile signature of the City Treasurer, shall be attested with a manual or facsimile signature of the City Clerk, shall be authenticated by the manual signature of an authorized officer of the Registrar, and a manual or facsimile of the seal of the City shall be affixed thereto. The Bonds bearing the signatures of the officers in office at the time of the signing thereof, shall be the valid and binding obligations of the City, notwithstanding that before the delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign the Bonds at the time of their execution and of the execution of a signature certificate, may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the Bonds.

Section 19. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Project Act and the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of its issuance.

Section 20. Registration Records Conclusive. As provided in Section 17, the records maintained by the Registrar shall be conclusive evidence of the amounts and dates of any principal prepayments.

Section 21. Form of Single Bond. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

CITY OF YERINGTON, NEVADA
WATER REVENUE BOND, SERIES 2023[A][B]

NO. 1

Principal Amount: \$ _____

Dated: _____, 2023

Interest Rate: 1.375% per annum

Maturity Date: _____, 20__

The City of Yerington, Nevada (the "City"), solely from the special funds provided therefor, hereby acknowledges itself obligated, and for value received, hereby promises to pay to the UNITED STATES OF AMERICA (the "United States"), the principal amount above stated together with interest on the unpaid balance at the rate of 1.375% per annum (the "Interest Rate").

Interest payments and amortized principal payments shall be made by the City on the first day of each month commencing on the first day of the month following the date of delivery of this bond (the "Bond") and monthly thereafter on the first day of each month until the maturity date or prepayment. Interest shall be calculated based on a 365-day year.

If any installment is not paid when due, then in addition to installments thereafter becoming due, the City shall pay interest on the unpaid balance of the total principal amount from the due date of the delinquent installment to the date of payment of the delinquent installment, provided, that interest accruing by reason of any such delinquency shall not include any interest applicable to such delinquency period in any installments subsequently paid and shall in no event cause the total interest payable on this Bond to exceed the Interest Rate set forth above on the unpaid balance of the total principal amount. Except as otherwise provided herein, every payment on this Bond shall be applied first to interest due through the next installment due date and then the balance to principal.

The installments of principal and interest are payable in lawful money of the United States of America, without deduction for exchange or collection charges, during the period the United States of America is the registered owner of this single Bond, at the appropriate United States Department of Agriculture, Rural Utility Service office, currently designated as 2730 N. Deer Run Road, Suite I, Carson City, Nevada 89701, or at such other place as the United States may designate in writing, and are so payable during any period the United States is not the registered owner hereof at the address shown on the registration records of the Registrar. The final installment of principal due on this Bond is payable only upon the surrender of this Bond to the City Treasurer, as paying agent for this Bond.

All installments of principal are subject to prepayment at the option of the City prior to their stated due dates and, in inverse order of maturity, by the payment of such principal amount and accrued interest to the prepayment date. Prepayments shall be made on the date, at the place and in the manner provided herein for making regularly scheduled installment payments and partial prepayments shall be in the amount of that portion of one or more of the final installments allocable to principal. No partial prepayment shall extend or postpone the due date of any subsequent installment. Any prepayment shall be in the amount of principal being prepaid, together with accrued interest thereon to the date of prepayment, and shall be made without penalty or additional interest or charges. Prepayment shall be made upon prior notice as provided in the 2023 Water Revenue Bond Ordinance authorizing this Bond and adopted on October 9, 2023 (the "Ordinance").

The Registrar shall maintain records showing the amounts and the dates of any principal prepayment and such records shall be conclusive evidence of the amounts and dates of any principal prepayment.

This single Bond is duly authorized to defray in part the cost to acquire, improve, equip, operate and maintain, within the City, a water project as defined in NRS 268.728 (the "Water Project"), under the authority of and in full conformity with the constitution and laws of the State of Nevada, and in particular the Bond Act (hereinafter defined) and the provisions of NRS 268.672 through 268.740, inclusive (the "Project Act") and pursuant to the Ordinance.

This bond does not constitute a debt or indebtedness of the City within the meaning of any constitutional or statutory limitation and shall not be considered or held to be a general obligation of the City. The City does not pledge its full faith and credit for the payment of this Bond. Pursuant to the Project Act, as supplemented by Sections 350.500 through 350.720, Nevada Revised Statutes, and all laws amendatory thereof (the "Bond Act"), and all laws thereunto enabling, this Bond is a special obligation of the City payable and collectible solely out of and secured by an irrevocable pledge of certain net income derived from the operation of the City's municipal water system (the "System"). The owner hereof may not look to any general or other fund for the payment of the principal of or interest on this Bond except the special funds pledged therefor. This Bond is issued pursuant to the Project Act and to the Bond Act. Pursuant to Section 350.628 of the Bond Act, this recital is conclusive evidence of the validity of this Bond and the regularity of its issuance.

Payment of this Bond and interest thereon shall be made solely from, and as security for such payment there are pledged, pursuant to the Ordinance, two special funds identified as the "2023 Water Utility Bond Account," and the "2023 Water Revenue Bond Reserve Account," into which the City covenants to pay from the revenues of the System, after provision only for all necessary and reasonable operation and maintenance expenses, sums sufficient to pay the principal and the interest of this Bond and to create and maintain a reasonable and specified reserve. For a description of said funds and the nature and extent of the security afforded thereby, reference is made to the Ordinance. This Bond is secured by and constitutes an irrevocable and prior lien (but not necessarily an exclusive lien) upon the net revenues of the System on a parity with the lien thereon securing any Parity Securities (as defined in the Ordinance) issued in the future. Subject to designated conditions, additional bonds may be issued payable from the net revenues and having a lien thereon inferior and junior to the lien, or subject to additional conditions having a lien thereon on a parity with the lien of this Bond, in accordance with the Ordinance.

The City covenants and agrees with the owner hereof that it will keep and perform all the covenants of the Ordinance, including its covenant against the sale or mortgage of the System or any part thereof unless provision has been made for the payment of this Bond and its covenant that it will fix, maintain and collect rates sufficient to pay operating and maintenance expenses and 100% of both the principal of and the interest on this Bond and any other obligations payable annually from the net revenues of the System (including reserves).

This Bond shall be registered for payment in the name of the registered owner hereof only as to both principal and interest in the records of the Registrar and in the registration panel appended to this single Bond. This Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the office of the Registrar. No transfer of this Bond shall be valid until it has been duly entered in such records and duly noted on the registration panel appended to this Bond.

It is further certified, recited, and warranted that all the requirements of law have been fully complied with by the proper City officers in the issuance of this Bond.

No recourse shall be had for the payment of the principal of or the interest on this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument pertaining thereto, against any individual member of the City Council or any officer or other agent of the City, past, present or future, either directly or indirectly through the City Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this single Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the City of Yerington, in the State of Nevada, acting by and through the City Council of the City, has caused this Bond to be signed and executed in its name and on its behalf with the manual or facsimile signature of Mayor of the City, countersigned by the manual or facsimile signature of the City Treasurer, attested by the manual or facsimile signature of the City Clerk with the manual or facsimile seal of the City affixed hereto, all as of the date of the delivery hereof.

CITY OF YERINGTON, NEVADA

Mayor

(SEAL)

Attest:

Countersigned:

City Clerk

City Treasurer

(End of Form of Bond)

Exhibit A
(Attach Amortization Schedule)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond has been prepaid by the City of Yerington, Nevada, in accordance with the terms of the Ordinance authorizing the issuance of this Bond:

Date of Payment	Amount Prepaid	Signature of Registered Owner
	\$	

(End of Form of Prepayment Panel)

(Form of Registration Panel Appended to Bond)

MANDATORY REGISTRATION FOR PAYMENT AS TO PRINCIPAL AND INTEREST

The within Bond is registered in the office of the City Treasurer, as Registrar, in the name of the last owner listed below; and the principal amount of the Bonds and interest thereon shall be payable only to such owner, all in accordance with the 2023 Water Revenue Bond Ordinance authorizing the issuance of the Bonds.

Date of Registration	Name of Owner	Address of Owner	Signature of Registrar
_____, 2023	United States of America	RUS, Rural Utility Service 2730 N. Deer Run Road, Suite 1, Carson City, Nevada 89701	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Registration Panel Appended to Bond)

(Form of Provision for Assignment)

For value received, the undersigned hereby assigns and transfers unto _____ the attached Bond, together with accrued interest thereon, and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer said Bond on the registration records of City of Yerington, Nevada, at the office of the City Treasurer, a Registrar with full power of substitution in the premises.

Dated _____, 20__

In the presence of:
Signature Guaranteed
By _____

NOTICE: The Signature to this assignment must correspond with the name as it appears upon the Registration Panel of the within Bond in every particular, without any alteration whatsoever.

Name of Transferee: _____

Address of Transferee: _____

Taxpayer Identification number or
Social Security Number(s): _____

(End of Form of Assignment Panel Appended to Bond)

Section 22. Period of Facilities' Usefulness. The Water Project will be useful for at least 40 years from the date of delivery of the Bonds.

Section 23. Bond Preparation; Execution and Delivery. The Mayor, the City Manager, the City Clerk, and the City Treasurer are directed to prepare and execute the Bonds. Thereafter, the City Treasurer shall deliver them to RUS on behalf of the United States of America as purchaser on receipt of the agreed purchase price.

Section 24. Disposition of Proceeds of the Bonds.

A. Refunding of 2020 Debentures. Proceeds of the Bonds in an amount sufficient to effect the refunding and defeasance of the 2020 Debentures shall be immediately used by the City to effect the Refunding Project.

B. Purchaser not Responsible. The Purchaser or any Registered Owner of the Bonds shall not be responsible for the application or disposal of proceeds of the Bonds.

Section 25. Fiscal Year. For the purpose of this Ordinance the City shall be operated upon a fiscal year commencing July 1 in each year and ending on June 30 of the next succeeding year.

Section 26. Income Fund. There has been previously created and is hereby continued a fund known as the "City of Yerington Water Utility Revenue Fund," herein sometimes designated as the "Income Fund." So long as the Bonds shall be outstanding all income and revenues derived from the operation of the System shall be deposited into the Income Fund.

Section 27. Administration of Income Fund. The following payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. First, there shall be set aside each month such reasonable percentage of the Income Fund as the City Council shall determine to be reasonable and necessary for the proper operation and maintenance of the System. Any surplus remaining at the end of the Fiscal Year and not used for Operation and Maintenance Expenses shall be transferred back to the Income Fund.

B. Bond Account Payments. Second, from any moneys remaining in the Income Fund there shall be deposited into a separate account hereby created to be known as the “2023 Water Utility Bond Account” (herein “Bond Account”) monthly, commencing on or before the day preceding each payment date, an amount sufficient, together with any available moneys therein, to pay the next maturing installment of principal and interest on the outstanding Bonds until the maturity or prior redemption of the Bonds.

C. Reserve Account Payments. There shall be deposited annually into a separate account hereby created to be known as the “2023 Water Revenue Bond Reserve Account” (herein “Reserve Account”), commencing on or before the date which is twelve full months from the date of delivery of the Bonds, an amount equal to at least one-tenth (1/10) of the average annual loan installment, and annually thereafter an amount each year of at least one-tenth (1/10) of the average annual loan installment until an amount equal to the average annual loan installment on the Bonds (the “Minimum Reserve”) has been accumulated. After the Minimum Reserve has been accumulated, an amount shall be deposited annually from the Income Fund into the Reserve Account sufficient to maintain said Reserve Account in an amount not less than the Minimum Reserve. The moneys in the Reserve Account shall be maintained as a continuing reserve to be used only for the following:

(1) Securities Requirements. To pay principal and interest on the Bonds, if necessary to prevent a default;

(2) Emergency Maintenance Costs. To pay the costs of extraordinary and major repairs, renewal, replacements, or maintenance items appertaining to such System of a type not recurring annually and not defrayed as operation and maintenance expenses;

(3) Capital Costs. To pay the cost of extending the System; and

(4) Replacement Costs. To pay the costs of replacing short-lived assets of the System which have useful lives significantly less than the term of the Bonds.

D. Termination of Deposits. Payment need not be made into the Bond Account or the Reserve Account if the total amount in both funds at least equals the principal and interest requirements of the then outstanding Bonds to maturity. In that case such an amount equal to such

principal and interest requirements shall be set aside for that purpose and all other moneys may be used in any lawful manner.

E. Defraying Delinquencies in Bond Account and in Reserve Account. If, for any reason, the City shall fail to pay into the Bond Account the full stipulated amount from Net Revenues, then the difference between that paid and the amount stipulated shall be paid into the Bond Account from the Reserve Account. Money so used shall be replaced in the Reserve Account from the first revenues thereafter received not required to be otherwise applied by this section. If the proceedings authorizing other parity lien obligations require the replacement of moneys in a reserve fund, then money shall be replaced in each such reserve fund on a pro rata basis. If, for any reason, the City shall fail to pay into the Reserve Account the full stipulated amount, the difference between the amount paid and the amount stipulated shall in like manner be paid therein from the first revenues thereafter received not required to be otherwise applied by this section. The moneys in the Bond Account shall be used only for the purpose of paying Bond principal and interest. Any moneys in the Reserve Account in excess of the Minimum Reserve (including any investment income) may be withdrawn and used in the same manner as Net Revenues.

F. Payment for Additional Obligations. After making the above payments, any balance in the Income Fund may be used for the payment of principal and interest on additional bonds including reasonable reserves therefor. The lien of additional bonds on Net Revenues shall be on a parity with, or subordinate to, the lien and pledge of the Bonds. Any payments with respect to additional parity bonds shall be made concurrently with those required by this section.

G. Use of Surplus Revenues. After making the above payments, the remaining Net Revenues, if any, may be applied to any other lawful purpose or purposes authorized by the Constitution and Laws of the State as the City Council may direct.

Section 28. General Administration of Funds. The funds and accounts reference herein shall be administered as follows:

A. Places and Times of Deposits. The above accounts and funds shall be separately maintained and deposited in one or more bank accounts in an Insured Bank or Banks. Each account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any other purpose. Amounts in the account exceeding the applicable

federal deposit insurance coverage shall be secured by the Insured Bank in advance in accordance with U.S. Treasury rules and regulations governing the deposit of government moneys. Payments shall be made into the proper account on the payment date when due except that when the payment date shall be a Sunday or legal holiday, the payment shall be made on the preceding calendar day which is not also a Sunday or legal holiday. At least one day prior to any principal then due, moneys sufficient to pay interest and principal due on such payment date shall be credited at the Paying Agent. Nothing in this Ordinance shall prevent the City Council from establishing one bank account for any of the funds and accounts required by this Ordinance.

B. Investment of Money. Any moneys in any fund or account designated in Sections 24, 26 and 27 of this Ordinance may be invested or reinvested by the City in such obligations as may be permitted by the Constitution and laws of the State of Nevada, and applicable federal statutes and regulations.

Section 29. Parity Lien Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues on a parity with any other Parity Securities heretofore or hereafter issued.

Section 30. Additional Securities.

A. Earnings Test. This Ordinance shall not prevent the issuance of additional Parity Securities payable from and constituting a lien upon the Pledged Revenues on a parity with the lien of the Bonds. Before any such additional Parity Securities are actually issued (and upon receiving the prior written consent of RUS on behalf of the United States of America for so long as the United States of America is the Registered Owner of the Bonds) it must be determined that:

(1) The City is not, and has not been in default as to any payments required to be made in Section 27 during the Fiscal Year immediately preceding the issuance of such additional Parity Securities, or if the Bonds has not been outstanding for a full Fiscal Year, then for the longest period of time the Bonds has been outstanding; and

(2) The annual Revenues for the Fiscal Year immediately preceding the effective date of the ordinance authorizing the issuance of any such Parity Securities shall have been sufficient to pay an amount representing 120% of the average annual principal and interest requirements on all bonds then outstanding and constituting a lien upon Revenues and the Parity

Securities proposed to be issued (excluding reserves). As used in this section “average annual principal and interest requirements” shall be the total principal and interest coming due on the then outstanding Parity Securities and the proposed Parity Securities during the period extending from the date of the proposed Parity Securities to the final principal payment date of the then outstanding Parity Securities or the proposed Parity Securities, whichever is longer, divided by the number of years (including any fraction thereof) computed from the date of the proposed Parity Securities to the last principal payment date of the then outstanding Parity Securities, or the proposed Parity Securities, whichever is longer.

B. Certification or Opinion of Revenues. A written certificate or opinion by the City Treasurer or an Independent Accountant that the earnings test set forth in Section 30.A above has been met shall conclusively determine the right of the City to issue additional parity bonds. The City Treasurer or an Independent Accountant may utilize the results of any annual audit to the extent it covers the applicable period and may conclusively rely on a Consulting Engineer's Certificate for the amount of any adjustment required under Paragraph C of this Section. In the event that an annual audit covering the applicable period is unavailable, the City Treasurer may utilize unaudited information covering the applicable period in making such written certification.

C. Consideration of Additional Expenses. In determining whether additional parity bonds may be issued, the City Treasurer or the Independent Accountant shall consider any probable increase (but not reduction) in Operation and Maintenance Expenses. A written certificate by a Consulting Engineer as to the amount of such probable increase may be conclusively relied on by the City and the City Treasurer or the Independent Accountant in determining the right of the City to issue additional parity bonds.

D. Subordinate Obligations Permitted. The City may issue bonds or other obligations (upon receiving the prior written consent of RUS on behalf of the United States of America for so long as the United States of America is the Registered Owner of either of the Bonds) having a lien on Revenues subordinate to the lien thereon of the Bonds.

E. Superior Obligations Permitted. The City shall not issue any bond or other obligation having a lien on Revenues prior and superior to the lien thereon of the Bonds unless the City has received the prior written consent of the United States of America.

F. Waiver of Earnings Test. The foregoing earnings test described in Section 30.A may be waived or modified by the written consent of Bondholders representing seventy-five percent (75%) of the then outstanding principal indebtedness on a parity with the proposed Parity Securities.

Section 31. Defeasance. So long as the United States of America is the Registered Owner of any of the Bonds, such Bond may not be defeased.

Notwithstanding the foregoing, if the United States of America is no longer the Registered Owner of the Bonds, when the principal of and interest on any Bonds (the "Bond Requirements") has been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged as to such Bonds and such Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State (the "Bank"), an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of such the Bonds, as the same become due to the final maturity of the Bonds or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bonds for payment. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the Bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the owners thereof to assure availability as so needed to meet the schedule. For the purpose of this section, the term "Federal Securities" shall be as defined in NRS 350.522, and shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof.

Section 32. Protective Covenants. The City covenants and agrees with each and every Holder that:

A. Use of Proceeds of the Bonds. The Refunding Project shall be completed without delay.

B. Payment of Bonds Herein Authorized. The City will make the principal and interest payments of the Bonds at the place, on the dates, and in the manner specified according to the true intent and meaning thereof.

C. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, possible delinquencies, proper allowances for depreciation, contingencies, and the amounts necessary to retire all bonds payable from Net Revenues, and the reserves therefor. There shall be charged against all users, including the State of Nevada and its subdivisions, rates and amounts sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, and 100% of both the principal of and interest on all bonds and other obligations payable from Net Revenues, including reserves. Except as otherwise provided by law, no free service shall be furnished by the System. Any use of the System by the City will be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income.

D. Levy of Charges. Prior to the delivery of the Bonds, the City will establish, levy and maintain the rates and charges which are required to meet the provisions of paragraph C of this Section 32. No reduction in any initial water rate schedule may be made unless:

(1) The City has complied with Section 27 for at least two Fiscal Years immediately preceding such reduction.

(2) The audits for the full two Fiscal Years immediately preceding such reduction disclose that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph C of this section.

(3) If the United States then owns the Bonds, the State Director of the RUS approves in writing the proposed reduction, provided that the United States, acting by and through RUS, shall have first been furnished with a written request signed by the Treasurer requesting and justifying such reduction. This Section 32.D(3) applies only if the United States owns the Bonds on the date of the reduction.

E. Efficient Operation. The City shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service.

F. Records. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing:

- (1) The number of System customers;
- (2) The revenues received;
- (3) A detailed statement of expenses; and
- (4) Such other items specified by any form furnished by the United States.

Before each Fiscal Year the City Council will cause an operating budget to be prepared.

G. Right to Inspect. Any Registered Owner, or their duly authorized agents, shall have the right at all reasonable times to inspect the System, and all records, accounts and data relating thereto.

H. Audits and Budgets. As long as the United States of America is the Registered Owner of any Bonds, the City agrees that it will, within 9 months following the close of each Fiscal Year, furnish an audit made by an Independent Accountant to RUS (at the Rural Development State Office). Each such audit, in addition to matters thought proper by the accountant, shall include:

- (1) A statement for the Fiscal Year just closed, of the income and expenditures of the City, including Revenues, the amount of any capital expenditures and profit or loss;
- (2) A balance sheet as of the end of such Fiscal Year, including all funds and accounts created by proceedings authorizing bonds payable from Net Revenues;

(3) The accountant's comment regarding the City's methods of operation and accounting practices;

(4) A list of the insurance policies in force, setting out the amount of each policy, the risks covered, the name of the insurer, and the expiration date;

(5) A recapitulation of each fund or account created by the various proceedings showing deposits and withdrawals for said Fiscal Year.

After the beginning of each new Fiscal Year, the City shall furnish an operating budget showing the planned budget for the ensuing year and a copy of the minutes of the meeting of the City Council at which such budget was approved. Along with the operating budget, the City shall provide a letter showing the name, address and term of office for each member of the City Council, the number of residential users and the number of commercial users of the System as of the end of the Fiscal Year. The City will furnish the designated United States representative with quarterly statements of income and expense on forms furnished by the United States. The City will furnish a copy of each audit, budget, quarterly statement and written instrument to the United States.

I. Billing Procedure and Discontinuance of Service. All bills shall be sent out on a regularly established manner each month in advance or after service is rendered. Bills shall be due within an established number of days from the bill date. Bills for water use and water service may be sent out in combination with bills for another utility (e.g., sanitary sewer bills or refuse collection bills) as long as such amounts are separately stated. If bills are not paid 30 days after such due date they shall be collected in any lawful manner.

J. Use of Bond Account and Reserve Account. The Bond Account and the Reserve Account shall be used solely and only, and said funds are hereby pledged, for the purposes set forth above for the payment of the principal of and interest on the Bonds on a pro rata basis.

K. Charges and Liens upon System. The City will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System. It shall not create or permit to be created any lien or charge upon the System or the Pledged Revenue except as permitted herein. The City will satisfy all claims and demands within 60 days after the same shall accrue

which might by law become a lien upon the System or upon the Pledged Revenue unless the validity thereof is being contested in good faith by appropriate legal proceedings.

L. Construction Contract and Bond. The City will require each person, firm or corporation with whom it may contract for labor or materials to furnish a performance and payment bond in the full amount of any contract. Any such contract will meet the reasonable requirements of the United States which are not inconsistent with State law.

M. Insurance. Fire and extended coverage insurance will be obtained and maintained on the facilities above ground, including City-owned contents, equipment and machinery. The proceeds of such insurance shall be used to restore the property lost or damaged and any remainder (or if such lost or damaged property is no longer required for the System the entire proceeds) will be distributed as Net Revenues. The City will carry workmen's compensation insurance on all full-time employees and will maintain public liability insurance (including liability and property damage insurance on City-owned or operated vehicles) if authorized by State law as interpreted by the legal counsel for the City.

N. Competing System or Works. The City shall not grant any franchise or license to a competing System, or permit any person or organization to sell water or water service within the City, but this covenant shall not require the City to take any action which, in the opinion of the City's legal counsel, may violate antitrust laws.

O. Alienating System. The City will not sell, lease, mortgage, pledge, or otherwise alienate the System, or any part thereof, except any portion which shall have been replaced by other property of at least equal value or which shall cease to be necessary for the efficient operation of the System. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues.

P. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all bonds and interest which has not been extended.

Q. Management of the System. If an "event of default" shall occur or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserves for all bonds payable from

Net Revenues, the City shall retain a Consulting Engineer to assist in the management of the System so long as such default continues or the Net Revenues are less than the amount designated.

R. Fidelity Bonds. The persons, being responsible for receiving income and maintaining the accounts of the City, shall be bonded in a blanket position fidelity bond in a penal sum at least equal to the maximum amount on hand at any one time (exclusive of proceeds of the Bonds), which fidelity bond may be provided on Form RUS 440-24 "Position Fidelity Schedule Bond" or other equivalent United States forms and shall designate the United States of America as a co-obligee.

S. The City's Existence.

(1) The City will maintain its "corporate" identity and existence so long as any principal of the Bonds remains outstanding (and the United States of America is a Registered Owner of any of such Bonds), unless another political subdivision by operation of law succeeds to the liabilities and rights of the City without adversely affecting to any substantial degree the privileges and rights of any Registered Owner.

(2) The City agrees to give written notice to the Rural Development State Office, if the United States of America is a Registered Owner of any principal of the Bonds, at least 30 days prior to any contemplated merger, consolidation or dissolution of the City.

T. Tax Covenants. The City covenants for the benefit of the owner of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 33. Events of Default. It is an “event of default” if:

- A. Nonpayment of Principal. Payment of any principal of the Bonds is not made when due or upon prior redemption.
- B. Nonpayment of Interest. Payment of interest is not made when due.
- C. Incapable to Perform. The City is not capable of fulfilling its obligations hereunder.
- D. Default of Any Provision. The City defaults in the punctual performance of its covenants hereunder for 60 days after written notice shall have been given by the Owners of 25% of the outstanding principal of the Bonds.

Section 34. Remedies on Default. Upon the happening of any event of default, the Registered Owners or Holders of not less than 25% in principal amount of the outstanding Bond, or a trustee therefor, may protect and enforce these rights of any Bondholder or Owner by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief, or requiring the governing body of the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners and Holders. Any receiver appointed to protect the rights of Bondholders may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of any Registered Owner or Holder to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right and the exercise of any right by any Bondholder or Owner shall not be deemed a waiver of any other right.

Section 35. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Bonds. The Owners or Holders of not less than 25% in principal amount of the outstanding Bonds after written demand, may proceed to protect and enforce the rights provided by this section.

Section 36. Prior Charge Upon Lower Rates. If any commission or authority lawfully prescribes a lower schedule of rates than that contemplated by this Ordinance, then the payment of principal and interest on the Bonds, and any parity bonds, shall constitute a first and prior charge on revenues.

Section 37. Refinancing. If it shall appear to RUS, during the time the United States of America owns any of the Bonds, that the City can refinance the amount of the Bonds then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the City agrees (upon the request of RUS), within the limitations of its then existing powers, (and subject to any contractual limitations contained herein concerning the payment of the Bonds and their redemption), to apply for and to accept such loan, with conditions acceptable to the City, in sufficient amount to repay the United States of America and agrees to take such action as may be required in connection with such loan. Any such refinancing shall be accomplished according to applicable statutes of the State.

Section 38. Discharge of the Bonds. When the Bonds has been paid, the pledge and lien and all obligations hereunder shall be discharged and the Bonds shall no longer be deemed to be outstanding.

Section 39. Amendment of Ordinance. This Ordinance may be amended, without receipt by the City of any additional consideration, but with the written consent of the Owners of seventy-five percent (75%) of the principal of the Bonds then outstanding (not including any portion of the Bonds which may be held for the account of the City); but no Ordinance adopted without the written consent of the Owners of all of the outstanding Bonds shall have the effect of permitting:

- (1) An extension of any installment payment of the Bonds; or
- (2) A reduction in the principal amount or interest rate of the Bonds; or
- (3) The creation of a lien upon revenue ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of the Bonds required for consent to such amendatory Ordinance; or

(5) The modification of or otherwise affecting the rights of the Holders of less than all of the outstanding Bonds.

Section 40. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation, the execution of such certificates, agreements and forms as may be reasonably required by the United States of America or RUS, relating, inter alia, to the signing of the Bonds, the tenure and identity of the officials of the City Council and of the City, the delivery of the Bonds and the receipt of the purchase price of the Bonds, and, if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof, and the absence and existence of factors affecting the exemption of interest on the Bonds from federal income taxation, the assembly and dissemination of financial and other information concerning the City, the Bonds, and the sale and issuance of the Bonds pursuant to the provisions of this Ordinance and to any instrument supplemental thereto.

Section 41. Prior Contracts. If any provision herein is inconsistent with any provision in any existing contract pertaining to the City so as to affect prejudicially and materially the rights and privileges thereunder, so long as such contract shall remain viable and in effect such provision therein shall control such inconsistent provision herein and the latter provision shall be subject and subordinate to such provision in such existing contract.

Section 42. Police Power. Nothing in this Ordinance prohibits or otherwise limits or inhibits the reasonable exercise in the future by the State and its governmental bodies of the police powers and powers of taxation inherent in the sovereignty of the State or the exercise by the United States of the powers delegated to it by the Federal Constitution. The City cannot contract away such powers nor limit or inhibit by contract the proper exercise thereof, and this Ordinance does not purport to do so.

Section 43. Ordinance Irrepealable. After the Bonds is issued, this Ordinance shall constitute an irrevocable contract between the City and the owner of the Bonds and this

Ordinance, if the Bonds is in fact issued, shall be and shall remain irrevocable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged as herein provided.

Section 44. Implied Repealer. All ordinances, resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part hereof, heretofore repealed.

Section 45. Publication and Effective Date. The Council has expressed in the preambles to this Ordinance that it pertains to the sale, issuance, or payment of the Debentures, and that, as permitted under Section 7.030(3) of the City Charter, this instrument may accordingly be adopted in the same manner as is provided for cases of emergency. This Ordinance shall become effective immediately upon unanimous passage by the Council. Following the unanimous passage of this Ordinance, the City shall publish this Ordinance by its title only, together with a statement that typewritten copies of this Ordinance are available for inspection by interested parties at the office of the City Clerk, such publication to be made in a newspaper or newspapers published in Lyon County and which is of general circulation in the City and such publication to be in substantially the following form:

ITEM

#10



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

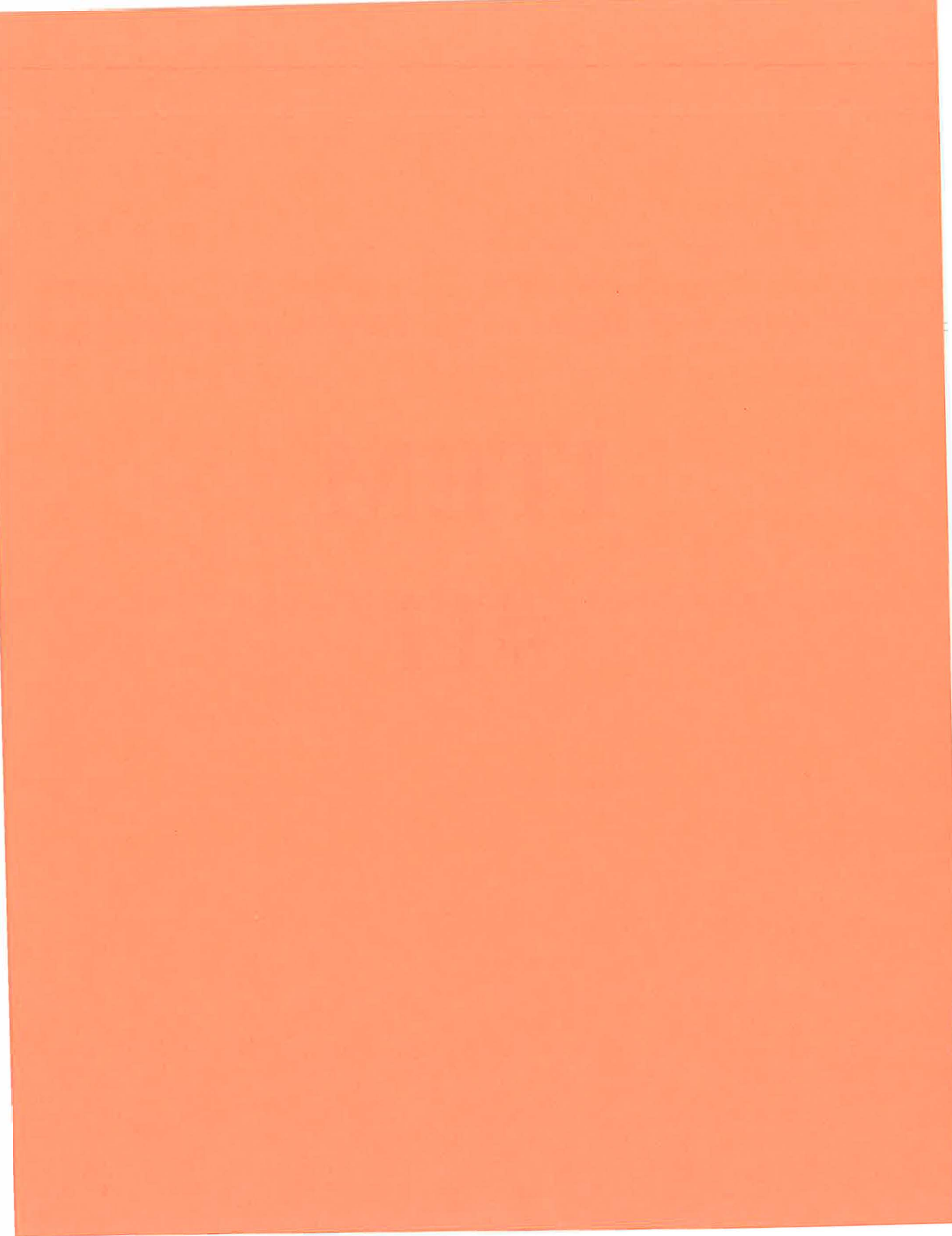
15.06 Final Payment

A. Application for Payments:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

ITEM

#11





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SEPTEMBER BUILDING PERMITS

PERMIT	DATE	ADDRESS	DESCRIPTION	TOTAL
5452	1	611 S Center Street	SFRes TI (Remodel Ex. Structure	\$ 810.75
5453	1	228 S Center Street	SFRes RE-Roof	\$ 100.00
5454	5	417 S Center Street	Demolition of SFRes	\$ 148.50
5455	14	246 S Main Street	Interior Remodel	\$ 689.50
5456	15	215 Pearl Street	Commercial RE-Roof	\$ 162.00
5457	15	25 E Goldfield	Commercial RE-Roof	\$ 475.50
5458	15	312 Virginia Street	Meter Panel Upgrade	\$ 100.00
5459	22	404 Sandy Avenue	Electrical Upgrade	\$ 100.00
5460	22	108 S Nevada Street	R&R Sewer in Street	\$ 121.50
5461	22	23 S Center Street	R&R Water & Sewer in Yard	\$ 121.50
5462	26	304 Valley Drive	Roof-Mounted PV Array	\$ 324.00
5463	27	235 S Center Street	Roof-Mounted PV Array	\$ 202.50
5464	29	130 E Goldfield Avenue	4ea. Light Poles	\$ exempted
Grand Total				\$ 12,420.15

Joel Brown

Joel Brown

September 18, 2023

Dear: City Manager, Robert Switzer

Mayor, John Garry

City Counsel, Jerry Bryant

Matthew Galvin

Shane Martin

Frank Pizzo

This is to serve as notice to the City of Yerington, the Yerington Police Officer's Association request to start contract negotiations and bargaining for the fiscal year 2024 / 2025.

Please inform us as to a convenient date to arrange a meeting for this purpose. The association makes this request pursuant to Nevada Revised Statute 288.180.

Sincerely,

Jeremiah Brown

A handwritten signature in dark ink, appearing to be 'J. Brown', written over a faint, larger signature or stamp.

