



14 East Goldfield Avenue, Yerington, Nevada 89447  
PHONE: (775) 463-3511 WEBSITE: [www.yerington.net](http://www.yerington.net) FAX: (775) 463-2284  
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## **Notice of Public Meeting and Agenda For The City of Yerington City Council**

The City of Yerington City Council will conduct a public meeting on the 8<sup>th</sup> day of January, 2024, beginning at 10:00 a.m. at the following location:

City Hall  
14 E. Goldfield Avenue  
Yerington, NV 89447

### **NOTICE:**

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

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

## **AGENDA:**

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

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

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

4. **For Possible Action:** Review and Approval of minutes from prior meeting dated November 13, 2023 regular meeting.
5. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:  

**Checks 37994 through 38110 totaling \$559,000.43**
6. **For Possible Action:** to Discussion and Approval of New, Renewal and Name Change Business License Applications

- A. Kathy McCasland DBA Kathys Sales, Sells Jewelry, Perfumes & Blankets, 414 N Whitacre St. Yerington, NV 89447- New
- B. Cesar Armando Fimbrea Gutierrez DBA Yerington Laundry Mat & Carwash, LLC, Self Service Laundry & Car Wash, 200 W Goldfield Ave Yerington, NV 89447- New
- C. Donovan Scott Meckles DBA Universal Security Products, Inc., Material Resale & Installation of Institutional Detention Equipment, 9244 Old State HWY Ste. 112 Newcastle, CA 95658- New
- D. Robert A. Parmenter III DBA Hubbies for Hire, LLC, Handyman, 3440 Drayer Lane Fernley. NV 89408- New
- E. Donovan Scott Meckles DBA Detention Equipment Specialties, Inc., Material Resale & Installation of Institutional Detention Equipment, 9244 Old State HWY Ste. 112 Newcastle, CA 95658- New
- F. Brenda Pierce & Danny Sandoval DBA All Points Electric, LLC, Electrical Contractor, 5600 Grass Valley Road Reno, NV 89510- New
- G. Rlo Collins DBA Buckaroo Station Services, LLC, Lawn Care, 401 Ryland St. Ste. 200 A Reno, NV 89502 – New
- H. Marc Garrick & Jay Levine DBA NDSS, LLC DBA Nevada Drywall, Stucco & Sone, 850 Maestro Dr. # 100 Reno, NV 89511 -New

- I. Patrick Delavergne DBA Silver State Excavation, Septic Installation & Repair, 2565 Last Chance Ct. Minden, NV 89423- New
  - J. James H. Thomas & Angela G. Thomas DBA Northern Nevada HVAC, Inc., Residential & Commercial HVAC, 3895 Churchill Dr. Washoe Valley, NV 89704- New
  - K. Dharminder Singh & Sunita Singh DBA Apex Cyber Services, Inc., Commercial Security Systems, 8855 Scott Valley Ct. Reno, NV 89523 -New
  - L. Karen Durham DBA Not Just Candles, LLC, Gift Shop, 28 N Main St. Ste. A Yerington, NV 89447- Change of Address
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- 7. **For Possible Action:** Discussion and Possible Action to approve a revised Lease Agreement between the City and Farny Inc., for utilization of the "Y" hill for off-road events. The Council had previously discussed this issue and staff was tasked with revising some portions of the agreement. Changes and additions are indicated in red on the proposed draft copy.
  - 8. **For Possible Action:** Discussion and Possible Action to Approve Resolution 2024-01; A RESOLUTION ADDING AN AUTHORIZED POWER AND DUTY OF THE MAYOR TO PERFORM WEDDING CEREMONIES AND AMENDING YERINGTON CITY CODE 1-5-1, by title.
  - 9. **For Possible Action:** Discussion and Possible Action to Approve a contract with MacLeod Watts for actuarial services in compliance with GASB 75, and a necessary component of the City's audit for FY2024-2025. Projected cost for the services is \$8,975.
  - 10. **For Possible Action:** Discussion and Possible Action to Approve a Legal Services Engagement Letter and Fee Agreement with the firm of Oshinski & Forsberg, Ltd., 504 E. Musser Street, Ste.202, Carson City, NV 89701. The firm will provide legal guidance as the City begins contract negotiations with the Yerington Police Officers Association for FY2024-2026. Cost of legal services will be \$365 per hour.
  - 11. **For Possible Action:** Discussion and Possible Action to Approve steps for formal adoption of the 2023 Lyon County Regional Hazard Mitigation Plan.
  - 12. **For Possible Action:** Discussion and Possible Action to Approve a recommendation by the Yerington Planning Commission: Jamie Rezenstein on behalf of LSPI Exchange Corp. is proposing a Special Use Permit application with APN 001-231-25.
  - 13. **For Possible Action:** Discussion and Possible Action to Approve a Re-assignment of Lease for Hanger # 600 from Chris Mathew's to Jeffery Marconet, Aviation Properties, L.L.C.
  - 14. **For Possible Action:** Discussion and Possible Action to Approve a Memorandum of Understanding (MOU) between the City and the Administrative Office of the Courts enabling Yerington's Municipal Court to participate in a new case management system called Court View II, and authorize the Mayor to sign the MOU.

15. **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
16. **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

**17. Adjournment.**

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

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

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

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Avenue, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at [notice.nv.gov](http://notice.nv.gov) and the City of Yerington website at [www.yerington.net](http://www.yerington.net) on the 3<sup>rd</sup> day of January 2024, in compliance with NRS 241.020.

  
Sheema D. Shaw, City Clerk  
City of Yerington

1-3-2024  
Date



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**Yerington City Council Meeting**  
**December 11, 2023 at 10:00 a.m. – City Hall**

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

Mayor John J. Garry  
Council Members Jerry Bryant, Shane Martin (Via telephone), Matthew Galvin and Frank Pizzo  
City Manager Robert Switzer  
City Attorney Chuck Zumpft  
Public Works Director Jay Flakus  
Chief of Police Darren Wagner  
Building Official Joel Brown  
Grants Administrator Angela Moore

Absent: City Clerk Sheema D. Shaw

Guests: Ms. Silvia Banta, Mr. George Dini, Ms. Kathy Dini, Mr. Jay Dini, Mr. Jim Sciarani, Ms. Michelle Smith, Mr. John Mattice, Mr. Eric Anderson, Mr. Brian Butcher, Ms. Laura Hardesty-Butcher, Mr. Andy Joyner, Ms. Debbie Gilmore and Ms. Kandice Mortenson

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

**Public Participation**

Mayor Garry recognized Dini's Lucky Club for their great contribution to our community and presented a Mayoral Proclamation for their 90<sup>th</sup> anniversary on October 9, 2023. Mayor Garry and City Council presented the Mayoral Proclamation to Mr. George Dini, Mr. Jay Dini and Ms. Kathy Dini.

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

**Agenda Approval**

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

**Minutes**

Mayor Garry stated the minutes from prior meetings dated November 13, 2023 regular meetings would be approved as presented unless there were any objections or corrections. Mayor Garry stated no objections were made at this time and the minutes

from prior meetings dated November 13, 2023 regular meetings were approved unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	11/06/2023	37870 through 37899
	11/15/2023	37908 through 37941
	11/20/2023	37942 through 37964
	11/28/2023	37969 through 37993
Payroll Checks	11/13/2023	37900 through 37905
	11/27/2023	37965 through 37967
Payroll Vouchers	11/13/2023	11162301 through 11162325
	11/27/2023	11302301 through 11302324
Transmittal Checks	11/13/2023	37906 through 37907
	11/27/2023	37968
Transmittal Vouchers	11/13/2023	11132301
	11/27/2023	1127202301

Mayor Garry stated the bills previously submitted for payment, checks 37870 through 37993 totaling \$339,442.58, would be approved unless there were any objections or corrections. Mayor Garry stated no comments or objections were made at this time and the bills previously submitted for payment were approved unanimously.

New, Renewal and Name Change Business License Applications.

- A. Emily C. Taylor dba Dollar General #13997, Retail Store, 181 N. Main St. Yerington, NV 89447 – Renewal
- B. Thomas O'Brien dba Westpac Construction, LLC., Construction/Remodeling, 1425 Heaven Dr. Sparks, NV 89436 – New
- C. Jeff Rife, Frank Lepori, Marcus Mesini, Scott Lommori & Ryan Rife dba Whispering River Ranch RV Park, LLC., RV Park, 36 HWY 339 Yerington, NV 89447 – New
- D. John F. Haughom dba H. & H. Investments & Tool Supply Co., Mobile Tool Sales, 1275 W. 7<sup>th</sup> St. Silver Springs, NV 89429 – New
- E. Greg Albright dba Freedom Forever Nevada, LLC., Contractor, 740 Freeport Blvd. Ste. 107 Sparks, NV 89431 – New

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

stated no objections were made at this time and the business license applications A. through E. were approved unanimously.

Revoke Business Licenses Due to Non-Payment for 3<sup>rd</sup> QTR July – September 2023.

- A. Justin & Jody Smith dba Greenfield Animal Hospital, Veterinarian, 405 S. Main St. Yerington, NV 89447
- B. Steph Maurer dba Core Construction Services of Nevada, Inc., Construction, 7150 Cascade Valley Ct. Las Vegas, NV 89128
- C. Allen P. Lavoie dba Lavoie Roofing, Inc., Roofing, 1705 Candace Ct. Fernley, NV 89408
- D. Nathan Wilcox dba Smart Homes Pro, Inc., Security Systems, 491 S. 1325 W. #3-4 Orem, UT 84058
- E. Kody Kobelski dba Safe Step Walk in Tub, LLC., Contractor, 15626 Pipeline Lane Huntington Beach, CA 92649
- F. Emanuel Alves dba Rolling Frito-Lay Sales, LP., Wholesale Delivery, 26672 Towne Centre Dr. Ste. 360 Foothill Ranch, CA 94588

Mayor Garry stated the revocation of business licenses due to non-payment for third quarter July through September 2023, A. through F. would be approved as presented unless there were any objections or corrections. Mayor Garry stated no objections were made at this time and the revocation of business licenses due to non-payment for third quarter July through September 2023, A. through F. were approved unanimously.

Approve the FY2022-2023 Audit ending June 30, 2023 as presented by Jim Sciarani of Sciarani & Company.

Mr. Jim Sciarani with Sciarani and Company provided a presentation. Page seventy-seven shows the ten-year gap with all funds included within the model. The General Fund shows an ending fund balance in the amount of \$1,400,000 resulting in a reduction. Page seventeen is the net profit or loss within the General Fund with expenditures over in the amount of \$56,993.00. The Special Revenue Fund rose in the amount of \$58,179.00. Page nineteen through twenty-three within the General Fund shows the Ad Valorem tax. Page twenty-two shows the Mason Valley Fire Department with an amount of \$503,000.00, which is more than the Ad Valorem tax. Page twenty details the interest investment earnings within the Local Governmental Investment Pool (LGIP) with an amount received of \$344,000.00, which was a great increase. Page twenty-two is the Street Fund with an amount of \$606,000.00 spent on paving projects in the City. Page twenty-five is the Special Revenue Fund detailing money for Room Tax and federal grants received by the City. The City received Federal Aviation Administration (FAA) grants and an American Rescue Plan Act (ARPA) grant. The ARPA grant had expenditures in the amount of \$765,000.00 for last fiscal year dealing with many projects. Page sixty-three and sixty-four shows the Fixed Asset Acquisition Fund and provides information for capital projects. The amount of ARPA money spent within this fund was in the amount of \$225,000.00. Page fifteen shows the balance sheet and detailing that the

ARPA funds remaining and unspent is in the amount of \$1,172,596.00. The balance sheet also provides an overview of the governmental funds. Page sixty-six is the Water Fund with expenditures in the amount of \$1,009,000.00, which would be a \$426,000.00 loss. An amount of \$280,000.00 was paid in interest with bond payments for the Water and Sewer Project. The monthly payment amount would be \$46,750.00 which totals about \$560,000.00 annually and \$285,000.00 for depreciation. Page seventy is the Sewer Fund with a decrease this year and a loss of about \$195,000.00. An amount of \$260,000.00 was paid in interest with the bond payments for the Water and Sewer Project. The monthly payment amount would be \$42,280.00 which totals about \$506,000.00 annually and \$242,000.00 for depreciation. Page one through three is the auditor's opinion and the results of operation for the City at the end of the fiscal year, June 30, 2023. Based on all the testing, all operations were determined fair. Page eighty-three shows sample-based tests with no findings found within the City. The City received over \$750,000.00 which resulted in testing multiple grants based on the Single Audit Act. Page eighty-five through eighty-seven was the testing of the grants as well with ARPA being considered a high-risk grant. More than \$10,000,000.00 was tested for the United States Department of Agriculture Rural Development (USDA RD) for the Water and Sewer Project resulting in no findings. Page eighty-eight is the total federal expenditures in the amount of \$10,495,000.00 with Colony water and sewer in the amount of \$1,500,000.00. An amount of \$12,000,000.00 was spent for the Water and Sewer Project through USDA RD. and an amount of \$109,000.00 was spent for the FAA. An amount of \$13,953,131.00 of total federal expenditures in total with all grant funding combined. The City is in compliance with the budget requirements with the water and sewer expenditures exceeding the budget and were the only findings for the City's audit.

Mayor Garry thanked Mr. Sciarani for performing the audit for the City of Yerington.

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

Approve a recommendation by the Yerington Room Tax Board for funding grant applications submitted at the December 1, 2023 meeting for the January 1, 2024 – June 30, 2024 cycle. Total amount requested and awarded \$33,000.00.

City Manager Switzer stated all monies were allocated to the recipients in the amount of \$33,000.00 which exceeded the budgeted amount of \$25,000.00. Councilman Galvin stated it is great for more events to be held within the City and suggests the City to extend this amount each year, possibly up to \$35,000.00 in the future. Councilman Bryant stated with all of the amounts that were allocated, based on a reimbursement basis, the funds should be in the City's hands before the funds are allocated and given out. It is great to see more new events on the agenda including the National Lavenders Association.

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

Approve Recommendation from the Yerington Planning Commission: Eric Anderson with Bighorn Consulting Engineers, Inc. on behalf of Desert Pearl Farms, LLC. is proposing a Special Use Permit application with APN 001-681-07.

Mr. Eric Anderson with Bighorn Consulting Engineers, Inc. provided a presentation. The Special Use Permit application is required for housing units which includes new kitchenette units with 7,875 square feet per unit. These buildings will be on septic systems and will be served by the City of Yerington's water system. The existing facilities and the proposed facilities are located on the same parcel with will be occupied between two to three months a year. No outside use is allowed for the facilities per the Yerington Planning Commission and these units would only be available for the Peri and Sons workers. Councilman Bryant asked if the units are used more frequently, would the Special Use Permit change. Mr. Anderson stated the Special Use Permit is intended for the whole year. The two to three month anticipated occupancy is the anticipated time frame currently with no living quarters. Mr. Anderson met with the Mason Valley Fire Department and they are satisfied with the proposal.

Councilman Pizzo made a motion to approve agenda item number ten, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Approve transfer of \$5,000,000 (Five Million Dollars) from the City's LGIP fund to a new fund managed by Moreton Capital Markets LLC., consisting of a series of Certificates of Deposit (CD's) earning higher rates of interest and insured through the Federal Deposit Insurance Corp. (FDIC). Current CD rates range from 5.10% to 5.50% while the LGIP is currently averaging 4.80% and is not insured with the FDIC.

City Manager Switzer stated per the Nevada Revised Statutes (NRS), the City is able to invest funds. The City is requesting to take less than half of the funds in the LGIP and move them into CD's, earning about 0.30% to 0.50% more interest, which are fully insured by the FDIC and free of any penalties or fees. The City would like to start with moving \$250,000.00 in a one-month CD for up to three years. It is a wise move to spread the City's investments across at least two different markets.

Mayor Garry appreciates City Manager Switzer's approach to strengthen the City of Yerington. Investing has been a great benefit to the City so far and approves of the request. Councilman Bryant agrees and stated the risk seems to be extremely minimal.

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



Approve a request from the Yerington Municipal Court to add Mr. Brent Kolvet to the panel of Municipal Judge Pro-Tems.

City Manager Switzer stated this request is from the Yerington Municipal Court to add an additional Judge Pro-Tems. Councilman Bryant stated adding more Pro-Tems would provide more flexibility for schedule conflicts.

Councilman Bryant made a motion to approve agenda item number twelve as presented, seconded by Councilman Pizzo. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Abate household trash, vehicles of all kinds, and junk from 119 S. West Street. The Council had previously considered this item at the meeting of November 13, 2023, and allowed the property owner/tenant to abate the issues until the first part of December.

City Manager Switzer stated the City approved of more time to the residents to mediate the property. The resident has abated a large majority of the issue but there are some items that remain and are present on the property.

Mayor Garry asked the resident for a date certain and does not like stretching this item too long. Councilman Galvin stated he thinks it is time to clean up the property. Councilman Bryant would like to take some action to get this completed today or as soon as possible. The property seems to be in the same status as last week. Does the City have the authority to mitigate this with a third party? City Manager Switzer stated the City could contract this work out and could leave that decision up to Public Works Director Flakus.

Councilman Galvin made a motion to approve agenda item number thirteen as presented and give the authority to the Public Works Department to abate the nuisance, seconded by Councilman Bryant. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Approve a Lease Agreement between the City and Farmy, LLC. for utilization of "Y" Hill for off-road events.

City Manager Switzer stated the lease agreement would be between Farmy, Inc. and the City of Yerington. Ms. Laura Hardesty-Butcher, Executive Director with Farmy, Inc. provided a presentation.

Ms. Hardesty-Butcher stated a Memorandum of Understanding (MOU) would be an adequate solution but the funding agency requested for a lease agreement to now be in place.

Councilman Galvin asked if a gate will be installed with no access to the public. Ms. Hardesty-Butcher stated she does not believe so but a civil engineer will be consulted to design the area and the access roads will be safe for everyone. A well will be drilled

and a vault toilet will be installed in the area. Councilman Galvin asked the cost for all the dirt work. Ms. Hardesty-Butcher stated a grant was received in the amount of \$100,000.00 and other grants are available through the Nevada Outdoor Recreation. Farmy, Inc. already has the grant funding in place and once the lease agreement is in place, more steps can be taken to start this process. Bids were included within the grant when the application was submitted and estimates are currently in hand for several companies to perform the work. Councilman Galvin stated multiple towers are within the area and are very important to the City, how are you going to stop access to that area. Ms. Hardesty-Butcher stated Farmy, Inc. could fence off the area or make it more difficult for the public to access that area. Councilman Galvin stated if the City agrees to the lease agreement, does that information need to be changed within the agreement. City Attorney Zumpft stated the area should not be blocked and that information would need to be put into the agreement. Ms. Hardesty-Butcher stated trainings and safety are included within the plan proposed to the City and Farmy, Inc. would be responsible to ensure safety within this area. City Attorney Zumpft stated the lease agreement is not intended to be an exclusive agreement. Ms. Hardesty-Butcher suggested to check in with City Council and the City quarterly with updates. If someone would like to use the area, Farmy, Inc. will ensure all documents are received to rent the area and bring to City Council for approval. Councilman Bryant stated he is good with a zero-dollar amount on the lease agreement between Farmy, Inc. and the City. Any application would need to be approved by the City and not through Farmy, Inc. for a set dollar amount since the agreement does not have an option for any sublet agreements. Farmy, Inc. is trying to improve and beautify the property at no cost to the City. Ms. Hardesty-Butcher stated any assets on the property that is owned by the City and is damaged, Farmy Inc. would be responsible to replace or fix the damage.

Mayor Garry stated the City of Yerington is better off having Farmy, Inc. on this property and they will provide an enhancement to the City. Councilman Bryant stated it is important to address the comments and protecting the structures that are currently in place. Councilman Galvin asked if Farmy, Inc. has met with any of the property owners around that area. Ms. Hardesty-Butcher stated Farmy, Inc. has only spoke to the Boys and Girls Club and a meeting with any of the property owners has not been held since the project is only in the preliminary decisions. Councilman Galvin stated that area is a private road and all the property owners need to give permission and approval. Councilman Bryant stated revisions to the agreement should state that a fee for the agreement will not be collected, the notification to terminate with 30-day's notice should be within both sections of the agreement and the infrastructure that is not wanted by the City, Farmy, Inc. would be responsible for removal of the infrastructure. City Attorney Zumpft stated on page three, if alterations arise, Farmy, Inc. would be responsible. Comments were provided to City Manager Switzer about the lease agreement but as a template, it is a good start. The lease agreement should be discussed a little more. Mayor Garry agrees with City Attorney Zumpft. City Attorney Zumpft stated the use of the property would be exclusive use for Farmy, Inc. and its subs, shared revenue for when events happen should name the City of Yerington and fencing to restricted access to areas should be specified. The City will put together a new version of the lease agreement for a future approval by City Council.

Councilman Galvin added having other people pay Room Tax and to not charge Farny, Inc. is not a good idea. Ms. Hardesty-Butcher stated Farny, Inc. more than okay with the City benefitting from this project only. Councilman Bryant stated his recommendation is to have City Manager Switzer and City Attorney Zumpft to iron out any revenue sharing. Councilman Galvin stated if an event is for three to four days and people are staying in the area or on City property, they should be paying into Room Tax. Ms. Hardesty-Butcher stated any applications submitted for the use of the area will go directly to the City for approval on a case by case basis.

Mayor Garry stated the agenda item will be tabled at this time until changes to the lease agreement are finalized. The lease agreement will be moved to the January 8<sup>th</sup> City Council meeting for approval.

Declare as surplus and sell by sealed bid a 2006 Ford Ranger pickup, VIN: 1FTYR44E46PA51930, with 125,134 miles, previously used for meter reading.

City Manager Switzer stated City Council has the ability to sell items of surplus property with an auction process for multiple items to be sold. The City also has the ability to sell items without having an auction. The City requests to start a sealed bid process for sale of the 2006 Ford Ranger since the pickup has been replaced with a new vehicle. Mayor Garry asked if advertising will be performed. City Manager Switzer stated the City can post an advertisement as well as post on the City's Facebook and website pages.

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

Approve a declaration of Critical Need for patrol officer vacancies in the Yerington Police Department. Pursuant to NRS 286.523, if the Council approves, the City can move forward to hire retired public employees to fill a critical need in law enforcement personnel.

City Manager Switzer stated this action gives the City another tool for the hiring process for the open positions in the Yerington Police Department. A two-year effect will be in place if the motion was adopted by the Council. Councilman Galvin stated a Police Officers Standards and Training (POST) certification and Public Employee Retirement System of Nevada (PERS) are required, is that correct? City Manager Switzer stated the purpose of this action is to find a person that is retired and currently has PERS, which could only work a part-time position. The City would like to hire an individual with a full-time position. Councilman Bryant stated the individual would be responsible for the cost of the POST Academy if their certification has expired. Chief of Police Wagner stated this agenda item only addresses the PERS portion of the requirement. Mayor Garry stated the City removed the limit for a person living within fifteen miles and extended the miles to out of town to open up the position. Councilman Bryant suggested for the City to advertise without the bonuses.

Councilman Bryant made a motion to approve agenda item number sixteen with the limitation that the sign on bonus does not apply, seconded by Councilman Galvin. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Approve purchasing a Body Worn Camera system for the Yerington Police Dept. Two vendors have submitted a quote: Axon Enterprises, Inc. in the amount of \$78,877.80 for a five-year contract and Motorola Solutions in the amount of \$64,529.01 for a five-year contract.

Councilman Galvin stated he was personally given both cameras to test and Spillman is supposed to intergrade with Motorola and Axon but Axon is a better suggestion. Chief of Police Wagner stated Motorola bought a bunch of other companies and within the contract includes the software component. The biggest difference between both companies is that the Yerington Police Department wants to buy two cameras for each officer with the idea that if a camera gets damaged, the officer will have a backup to use. A huge factor for the suggested recommendation is the battery components and if they battery goes out, then so does the camera which would be for the Axon contract. Motorola contractually said they will input information to the videos and label them automatically. Once an officer docks the camera, it will marry to the system and the information will save under the master CAD system.

Councilman Galvin stated Lyon County decided to move forward with Axon, is the dispatch department going to be okay with working with two systems if they City chooses Motorola. Chief of Police Wagner stated dispatch will not have to do anything with the City cameras. Councilman Bryant stated he prefers that if Lyon County is using Axon, the City should use the same. Would the purchase of the cameras be a budgeted item? City Manager Switzer stated the City would use contingency funds to pay for this contract. The City has their own contract with Spillman and is no longer under the Lyon County contract. City Manager Switzer stated Grants Administrator Moore is currently looking into grants for funding the purchase of the cameras for the Yerington Police Department. Councilman Bryant asked if the contract would go into effect in January 2024. Chief of Police Wagner stated yes, likely in January. Councilman Bryant asked if twelve cameras would be a reasonable number instead of eighteen since only four officers are currently working at the moment. His preference would be to stay with what Lyon County is using and reducing the number of cameras to purchase. Mayor Garry stated Chief of Police Wagner is in charge and he should make the recommendation for which contract he prefers for his department. Chief of Police Wagner stated his recommendation is to move forward with the Motorola contract. The first year would be more money a up front then throughout the years it would just include a maintenance cost. Mayor Garry stated that he supports Chief of Police Wagner's recommendation but also supports City Council's opinion of the recommendation as well.

Councilman Bryant made a motion to approve agenda item number seventeen with the contract of Axon Enterprises, Inc. and to purchase ten body worn cameras not to exceed \$78,877.80 for a five-year contract, seconded by Councilman Pizzo. Mayor Garry

asked for comments, no comments were made at this time and the motion was approved unanimously.

Adoption of Ordinance 2023-07, Bill 432; An Ordinance Amending No. 2023-05, Providing Adoption as if an Emergency Exists; and Providing Other Matters Relating Thereto. On October 9, 2023, City Council of the City (the "Council") adopted Ordinance No. 2023-05 authorizing the issuance of the City's "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 2020 Debentures (as defined in Ordinance No. 2023-05)

City Manager Switzer stated agenda item numbers eighteen and nineteen includes figures that have been updated for the final revenue bonds. The two ordinances come from our bond counsel, Mr. Scott Shaver for the sale of the revenue bonds to adopt these ordinances on an emergency basis. The City is acting on the bond counsel's advice.

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

Adoption of Ordinance 2023-08, Bill 433; An Ordinance Amending No. 2023-06; Providing for Adoption as if an Emergency Exists; and Providing Other Matters Relating Thereto. On October 9, 2023, City Council of the City (the "Council") adopted Ordinance No. 2023-06 authorizing the issuance of the City's "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 2020 Debentures (as defined in Ordinance No. 2023-06).

City Manager Switzer stated agenda item numbers eighteen and nineteen includes figures that have been updated for the final revenue bonds. The two ordinances come from our bond counsel, Mr. Scott Shaver for the sale of the revenue bonds to adopt these ordinances on an emergency basis. The City is acting on the bond counsel's advice.

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

#### Public Participation

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

#### Department Reports

City Attorney Zumpft wished Happy Holidays to everyone.

Chief of Police Wagner stated one applicant has not returned a call back to the Police Department but they will continue to try to recruit. Thank you to City Council for the approval of the body worn cameras.

Public Works Director Flakus stated everything is good right now.

Councilman Pizzo stated the Parade of Lights was great and thank you to Pioneer Crossing for donating refrigerator units to the Yerington Food Pantry.

Councilman Bryant thanked City Clerk Shaw, Public Works Director Flakus and City Manager Switzer for their help on the parade. Thank you to the Lyon County Board of Commissioners for reducing the speed limit on Miller Lane and adding stop signs. Councilman Bryant reached out to Northern Nevada Development Authority (NNDA) for assistance with the treatment of the City's water. Western Nevada Development District (WNDD) provided a presentation to City Council and were approved for services, is an update available on this topic? City Manager Switzer stated he reached out to them through email for an update. Councilman Bryant requests an agenda item in January to address the Room Tax grants to discuss shifting about \$15,000.00 into the Main Street program. An upcoming meeting with Night in the Country (NITC) will be held on January 14, 2024. A Willow Creek GID meeting will also be held on December 19, 2023. A few addresses within the city limits need to be cleaned up soon as well.

Councilman Galvin agrees with the Room Tax money and that the limit needs to be increased. New license plate readers (LPRs) would be beneficial to the Yerington Police Department and a discussion will be addressed with Chief of Police Wagner.

Mayor Garry stated he will be attending a meeting with a mining company and City Manager Switzer to explore opportunities to start up within the City of Yerington. Mayor Garry expects good things for the community. A tentative meeting will be held with the Nevada League of Cities and Municipalities regarding the new membership. A note of gratitude is given to City Attorney Zumpft, Chief of Police Wagner, Public Works Director Flakus, the Public Works Department and the City staff for the Christmas decorating and the parade. Mayor Garry is looking forward to the new year. City Manager Switzer added a luncheon will be held this Friday at 12:00 pm for all City staff.

There being no further business, the meeting was adjourned.

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Mayor of the City of Yerington

ATTEST:

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City Clerk of the City of Yerington





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## Report Criteria:

Report type: Invoice detail

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>37994</b>									
12/23	12/04/2023	37994	6666	ADAMS. JARROD	K9-DEC 2023	K9 AGREEMENT	01-52-20-7011	425.00	425.00
Total 37994:									425.00
<b>37995</b>									
12/23	12/04/2023	37995	6808	AK'S DOG TRAINING, LLC	001NOV23	EQUIPMENT	01-52-20-7011	1,550.00	1,550.00
Total 37995:									1,550.00
<b>37996</b>									
12/23	12/04/2023	37996	6806	ARMSTRONG CONSULTANTS INC	ARM236990-2	PAVEMENT	01-55-27-7011	3,350.00	3,350.00
Total 37996:									3,350.00
<b>37997</b>									
12/23	12/04/2023	37997	6806	ARMSTRONG CONSULTANTS INC	ARM236990-2	PAVEMENT	01-55-27-7011	33,140.00	33,140.00
Total 37997:									33,140.00
<b>37998</b>									
12/23	12/04/2023	37998	6278	CIGNA	3280853-DEC	MED INS - DEP	00-00-00-2023	23,464.36	23,464.36
Total 37998:									23,464.36
<b>37999</b>									
12/23	12/04/2023	37999	1182	CITY OF YERINGTON	120423	CITY HALL - PETTY CASH	02-54-25-7011	8.00	8.00
Total 37999:									8.00
<b>38000</b>									
12/23	12/04/2023	38000	1232	D & S WASTE REMOVAL	231130390000	WASTE REMOVAL	02-54-25-7049	1,165.49	1,165.49
Total 38000:									1,165.49

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38001</b>									
12/23	12/04/2023	38001	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	02-00-00-1580	50,351.79	50,351.79
Total 38001:									50,351.79
<b>38002</b>									
12/23	12/04/2023	38002	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	03-00-00-1580	46,801.80	46,801.80
Total 38002:									46,801.80
<b>38003</b>									
12/23	12/04/2023	38003	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	02-00-00-1580	24,826.25	24,826.25
Total 38003:									24,826.25
<b>38004</b>									
12/23	12/04/2023	38004	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	03-00-00-1580	15,382.50	15,382.50
Total 38004:									15,382.50
<b>38005</b>									
12/23	12/04/2023	38005	1324	DOWL, LLC	R4001.1008-1	PAIUTE TRIBE	02-00-00-1575	1,482.50	1,482.50
Total 38005:									1,482.50
<b>38006</b>									
12/23	12/04/2023	38006	1324	DOWL, LLC	R4001.1008-1	PAIUTE TRIBE	03-00-00-1575	2,835.00	2,835.00
Total 38006:									2,835.00
<b>38007</b>									
12/23	12/04/2023	38007	1324	DOWL, LLC	R4001.1008-1	PAIUTE TRIBE	02-00-00-1575	1,537.50	1,537.50
Total 38007:									1,537.50
<b>38008</b>									
12/23	12/04/2023	38008	1324	DOWL, LLC	R4001.1008-1	PAIUTE TRIBE	03-00-00-1575	3,880.00	3,880.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38008:									3,880.00
<b>38009</b>									
12/23	12/04/2023	38009	2058	FRONTIER	112223CH	TELEPHONE	03-54-25-7033	444.44	444.44
12/23	12/04/2023	38009	2058	FRONTIER	112223PD	TELEPHONE	01-52-20-7033	229.49	229.49
12/23	12/04/2023	38009	2058	FRONTIER	112523FIRE	TELEPHONE	03-54-25-7033	205.61	205.61
Total 38009:									879.54
<b>38010</b>									
12/23	12/04/2023	38010	1536	LAW OFFICES OF CHERI EMM-SMITH	NOV 2023	Judge Services	01-53-15-7131	2,250.91	2,250.91
Total 38010:									2,250.91
<b>38011</b>									
12/23	12/04/2023	38011	1536	LAW OFFICES OF CHERI EMM-SMITH	JOP -NOV 202	JOP SERVICES	01-53-15-7021	975.00	975.00
Total 38011:									975.00
<b>38012</b>									
12/23	12/04/2023	38012	1536	LAW OFFICES OF CHERI EMM-SMITH	JOP - DEC 20	JOP SERVICES	01-53-15-7021	975.00	975.00
Total 38012:									975.00
<b>38013</b>									
12/23	12/04/2023	38013	1566	LYON COUNTY CLERK TREASURER	PUB DEF - D	PUBLIC DEFENDER CON	01-53-15-7031	2,000.00	2,000.00
Total 38013:									2,000.00
<b>38014</b>									
12/23	12/04/2023	38014	6807	MAVERICK DATA SYSTEMS	102423-10232	ANNUAL FEES	01-52-20-7041	500.00	500.00
Total 38014:									500.00
<b>38015</b>									
12/23	12/04/2023	38015	6610	MONROY DE NIZ, MARICELA	10232023	REIMBURSEMENT	03-54-25-7011	44.96	44.96

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38015:									44.96
<b>38016</b>									
12/23	12/04/2023	38016	1902	NV ENERGY	317493-1123	POWER	01-54-26-7033	41.98	41.98
12/23	12/04/2023	38016	1902	NV ENERGY	475438-1123	POWER	03-54-25-7033	4,643.65	4,643.65
12/23	12/04/2023	38016	1902	NV ENERGY	475453-1123	POWER	03-54-25-7033	3,077.26	3,077.26
12/23	12/04/2023	38016	1902	NV ENERGY	475469-1123	POWER	02-54-25-7033	853.57	853.57
12/23	12/04/2023	38016	1902	NV ENERGY	475499-1123	POWER	01-54-26-7033	3,267.88	3,267.88
12/23	12/04/2023	38016	1902	NV ENERGY	475616-1123	POWER	01-55-27-7033	1,903.40	1,903.40
12/23	12/04/2023	38016	1902	NV ENERGY	512345-1123	POWER	03-54-25-7033	91.20	91.20
Total 38016:									13,878.94
<b>38017</b>									
12/23	12/04/2023	38017	6676	PACSTATES	001618	SERVICES	03-54-25-7011	691.08	691.08
Total 38017:									691.08
<b>38018</b>									
12/23	12/04/2023	38018	6212	RALEY'S	NOV 2023	SUPPLIES	02-54-25-7011	803.14	803.14
Total 38018:									803.14
<b>38019</b>									
12/23	12/04/2023	38019	2026	TRUE VALUE	NOV 2023	SUPPLIES	03-54-25-7011	422.22	422.22
Total 38019:									422.22
<b>38020</b>									
12/23	12/04/2023	38020	2060	VERIZON WIRELESS	9949867972	WIRELESS SERVICE	03-54-25-7033	654.98	654.98
Total 38020:									654.98
<b>38021</b>									
12/23	12/04/2023	38021	2060	VERIZON WIRELESS	9949889881	WIRELESS SERVICE	03-54-25-7033	1,182.00	1,182.00
Total 38021:									1,182.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38022</b>									
12/23	12/04/2023	38022	2066	WAGNER, DARREN	11112023	REIMBURSEMENT	01-52-20-7011	79.98	79.98
12/23	12/04/2023	38022	2066	WAGNER, DARREN	11152023	REIMBURSEMENT	01-52-20-7040	108.95	108.95
Total 38022:									188.93
<b>38023</b>									
12/23	12/04/2023	38023	2078	WASHOE COUNTY SHERIFFS OFFICE	1824000261	TOXICOLOGY	01-52-20-7016	1,697.31	1,697.31
Total 38023:									1,697.31
<b>38024</b>									
12/23	12/04/2023	38024	1406	WELLS FARGO BANK-REMIT. CNTR	110623JAY	JAY - CREDIT CARD	03-54-25-7049	2,561.98	2,561.98
Total 38024:									2,561.98
<b>38028</b>									
12/23	12/12/2023	38028	1014	ACE HARDWARE	NOV 2023	SUPPLIES	03-54-25-7044	908.37	908.37
Total 38028:									908.37
<b>38029</b>									
12/23	12/12/2023	38029	6607	AMAZON CAPITAL SERVICES	1VQT-CKDR-9	MISC	01-54-26-7011	3,270.41	3,270.41
Total 38029:									3,270.41
<b>38030</b>									
12/23	12/12/2023	38030	6244	ARELLANO HEATING & AIR	P2620	SERVICES	02-54-25-7011	588.75	588.75
Total 38030:									588.75
<b>38031</b>									
12/23	12/12/2023	38031	1031	ARIGONI, ROBERT	DEC 2023 PC	Planning Commission	01-51-14-5113	25.00	25.00
Total 38031:									25.00
<b>38032</b>									
12/23	12/12/2023	38032	6703	BANNING STAGECOACH KOA	20231112-2	K9 TRAINING LODGING	01-52-20-7040	2,959.33	2,959.33



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38032:									2,959.33
<b>38033</b>									
12/23	12/12/2023	38033	6095	Bull, Elmer	DEC 2023 PC	PLANNING COMISSION	01-51-14-5113	25.00	25.00
Total 38033:									25.00
<b>38034</b>									
12/23	12/12/2023	38034	1146	CASELLE, INC.	129160- JAN 2	Support Contract	03-54-25-7011	1,756.00	1,756.00
Total 38034:									1,756.00
<b>38035</b>									
12/23	12/12/2023	38035	1261	DESERT ENGINEERING	50496	MAIN STREET CURBING	01-54-26-9059	46,730.00	46,730.00
Total 38035:									46,730.00
<b>38036</b>									
12/23	12/12/2023	38036	1261	DESERT ENGINEERING	50499	COY LIGHT POLES	08-14-27-8101	10,528.00	10,528.00
Total 38036:									10,528.00
<b>38037</b>									
12/23	12/12/2023	38037	1250	DITCH WITCH WEST	546049	EQUIPMENT	02-54-25-7043	692.50	692.50
Total 38037:									692.50
<b>38038</b>									
12/23	12/12/2023	38038	1273	DOUGLAS, STEVE	DEC 2023 PC	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 38038:									25.00
<b>38039</b>									
12/23	12/12/2023	38039	1324	DOWL, LLC	7363-30146.0	GOLDFIELD PAVING	08-14-27-8101	737.50	737.50
Total 38039:									737.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38040</b>									
12/23	12/12/2023	38040	1324	DOWL, LLC	7363.30212.01	GIS SERVICES	03-54-25-7027	1,400.00	1,400.00
Total 38040:									1,400.00
<b>38041</b>									
12/23	12/12/2023	38041	1324	DOWL, LLC	7363.30203.01	MASTER PLAN UPDATE	08-14-27-8101	8,357.50	8,357.50
Total 38041:									8,357.50
<b>38042</b>									
12/23	12/12/2023	38042	1324	DOWL, LLC	R2001.1047-2	WATER RIGHTS	02-54-25-7027	1,585.00	1,585.00
Total 38042:									1,585.00
<b>38043</b>									
12/23	12/12/2023	38043	1324	DOWL, LLC	R4001.089.08-	KISS AND DROP PROJEC	01-54-26-7043	930.00	930.00
Total 38043:									930.00
<b>38044</b>									
12/23	12/12/2023	38044	1324	DOWL, LLC	R4001.2235-1	PAPI & REILS	08-14-36-8089	487.50	487.50
Total 38044:									487.50
<b>38045</b>									
12/23	12/12/2023	38045	1324	DOWL, LLC	R4001.089.05-	GENERAL ENGINEERING	08-14-27-8101	3,180.00	3,180.00
Total 38045:									3,180.00
<b>38046</b>									
12/23	12/12/2023	38046	2058	FRONTIER	112423FIRE	TELEPHONE	03-54-25-7033	403.57	403.57
12/23	12/12/2023	38046	2058	FRONTIER	112523CH	TELEPHONE	03-54-25-7033	159.29	159.29
Total 38046:									562.86
<b>38047</b>									
12/23	12/12/2023	38047	1383	GRAINGER	9907372941	SUPPLIES	02-54-25-7011	196.46	196.46
12/23	12/12/2023	38047	1383	GRAINGER	9907741137	SUPPLIES	02-54-25-7011	1,170.26	1,170.26

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
12/23	12/12/2023	38047	1383	GRAINGER	9914943585	SUPPLIES	03-54-25-7011	354.85	354.85
12/23	12/12/2023	38047	1383	GRAINGER	9915299409	SUPPLIES	03-54-25-7011	71.04	71.04
12/23	12/12/2023	38047	1383	GRAINGER	9917965759	SUPPLIES	02-54-25-7011	2,449.65	2,449.65
12/23	12/12/2023	38047	1383	GRAINGER	9919442955	SUPPLIES	02-54-25-7011	758.14	758.14
Total 38047:									5,000.40
<b>38048</b>									
12/23	12/12/2023	38048	6143	KILGORE, WAYNE	11015802	REFUND CREDIT	00-00-00-1075	60.29	60.29
Total 38048:									60.29
<b>38049</b>									
12/23	12/12/2023	38049	1566	LYON COUNTY CLERK TREASURER	W/C NOV 202	W/C SEWER - INT	23-54-25-7002	9,781.80	9,781.80
Total 38049:									9,781.80
<b>38050</b>									
12/23	12/12/2023	38050	1566	LYON COUNTY CLERK TREASURER	NOV 2023-IT	IT SERVICES	03-54-25-7011	2,000.00	2,000.00
Total 38050:									2,000.00
<b>38051</b>									
12/23	12/12/2023	38051	1621	MCMASTER-CARR	17740885	EQUIPMENT	02-54-25-7011	437.61	437.61
12/23	12/12/2023	38051	1621	MCMASTER-CARR	17882774	EQUIPMENT	03-54-25-7011	199.59	199.59
12/23	12/12/2023	38051	1621	MCMASTER-CARR	18488317	EQUIPMENT	01-56-35-7011	1,187.98	1,187.98
Total 38051:									1,825.18
<b>38052</b>									
12/23	12/12/2023	38052	6610	MONROY DE NIZ, MARICELA	18 - NOV 2023	CLEANING	08-14-27-8103	2,050.00	2,050.00
Total 38052:									2,050.00
<b>38053</b>									
12/23	12/12/2023	38053	6610	MONROY DE NIZ, MARICELA	18-1	CLEANING SUPPLIES	01-51-14-7011	79.12	79.12
Total 38053:									79.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38054</b>									
12/23	12/12/2023	38054	6809	MULLER, JOSEPH	20038206	REFUND CREDIT AND DE	02-00-00-2230	108.88	108.88
Total 38054:									108.88
<b>38055</b>									
12/23	12/12/2023	38055	6207	Parrott, Lacey	DEC 2023 PC	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 38055:									25.00
<b>38056</b>									
12/23	12/12/2023	38056	1930	SPARKS ELECTRIC MOTOR REPAIR	20141	SERVICE & SUPPLIES	02-54-25-7043	408.37	408.37
Total 38056:									408.37
<b>38057</b>									
12/23	12/12/2023	38057	1969	STICKS & STONES	NOV 2023	SUPPLIES AND SERVICE	01-59-35-7011	1,153.33	1,153.33
Total 38057:									1,153.33
<b>38058</b>									
12/23	12/12/2023	38058	1886	THATCHER COMPANY OF NEVADA, IN	202340011658	WATER TREATMENT PLA	02-54-25-7061	4,710.95	4,710.95
12/23	12/12/2023	38058	1886	THATCHER COMPANY OF NEVADA, IN	202340011676	WATER TREATMENT PLA	02-54-25-7061	1,263.55	1,263.55
12/23	12/12/2023	38058	1886	THATCHER COMPANY OF NEVADA, IN	202340011676	WATER TREATMENT PLA	02-54-25-7061	383.95	383.95
Total 38058:									6,358.45
<b>38059</b>									
12/23	12/12/2023	38059	2016	ULINE	171089864	SUPPLIES	01-59-35-7011	140.82	140.82
12/23	12/12/2023	38059	2016	ULINE	171177273	SUPPLIES	02-54-25-7011	462.19	462.19
Total 38059:									603.01
<b>38060</b>									
12/23	12/12/2023	38060	6495	UNITED RENTALS	227806332-00	EQUIPMNT	03-54-25-7043	1,602.80	1,602.80
12/23	12/12/2023	38060	6495	UNITED RENTALS	2278866638-0	EQUIPMENT	02-54-25-7011	16.95	16.95
Total 38060:									1,619.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38061</b>									
12/23	12/12/2023	38061	2046	USA BLUEBOOK	INV00189963	EQUIPMENT	02-54-25-7011	210.77	210.77
Total 38061:									210.77
<b>38062</b>									
12/23	12/12/2023	38062	6317	WESTERN ENVIRONMENTAL TESTIN	23100784	TESTING	02-54-25-7050	238.00	238.00
12/23	12/12/2023	38062	6317	WESTERN ENVIRONMENTAL TESTIN	23110690	TESTING	02-54-25-7050	148.00	148.00
12/23	12/12/2023	38062	6317	WESTERN ENVIRONMENTAL TESTIN	23110692	TESTING	02-54-25-7050	119.00	119.00
Total 38062:									505.00
<b>38063</b>									
12/23	12/12/2023	38063	2088	WESTERN NEVADA SUPPLY	NOV 2023	SUPPLIES	03-54-25-7011	10,997.55	10,997.55
Total 38063:									10,997.55
<b>38064</b>									
12/23	12/12/2023	38064	2099	XPRESS BILL PAY	INV-XPR0064	EFT TRANSACTIONS	03-54-25-7011	654.61	654.61
Total 38064:									654.61
<b>38065</b>									
12/23	12/12/2023	38065	2098	YERINGTON AUTO PARTS	NOV 2023	SUPPLIES	03-54-25-7044	1,215.29	1,215.29
Total 38065:									1,215.29
<b>38066</b>									
12/23	12/13/2023	38066	6810	CARSON CITY BBQ, LLC	3816	CHRISTMAS LUNCHEON	03-54-25-7011	1,817.20	1,817.20
Total 38066:									1,817.20
<b>38067</b>									
12/23	12/14/2023	38067	1182	CITY OF YERINGTON	120423 DR	CITY HALL - PETTY CASH	01-51-14-7011	1.00	1.00
12/23	12/14/2023	38067	1182	CITY OF YERINGTON	120523 KD	CITY HALL - PETTY CASH	01-51-14-7011	44.51	44.51
12/23	12/14/2023	38067	1182	CITY OF YERINGTON	120523 POL	CITY HALL - PETTY CASH	01-51-14-7011	30.00	30.00
12/23	12/14/2023	38067	1182	CITY OF YERINGTON	121323 XMAS	CITY HALL - PETTY CASH	01-52-20-7011	93.33	93.33

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38067:									168.84
<b>38068</b>									
12/23	12/18/2023	38068	6666	ADAMS. JARROD	K9 SUPP 1018	K9 SUPPLIES	01-52-20-7011	721.34	721.34
12/23	12/18/2023	38068	6666	ADAMS. JARROD	K9 TRAIN 111	K9 TRAINING	01-52-20-7040	237.99	237.99
Total 38068:									959.33
<b>38069</b>									
12/23	12/18/2023	38069	1023	ALLIED SANITATION	l2680	SERVICES	01-56-35-7011	355.00	355.00
Total 38069:									355.00
<b>38070</b>									
12/23	12/18/2023	38070	6607	AMAZON CAPITAL SERVICES	1K3K-K94W-F	MISC	01-54-26-7011	527.28	527.28
Total 38070:									527.28
<b>38071</b>									
12/23	12/18/2023	38071	6607	AMAZON CAPITAL SERVICES	1LFH-YGQ4-C	MISC	03-54-25-7011	659.10	659.10
Total 38071:									659.10
<b>38072</b>									
12/23	12/18/2023	38072	6607	AMAZON CAPITAL SERVICES	1WWW-Y6VK-	MISC	08-14-27-8101	359.70	359.70
Total 38072:									359.70
<b>38073</b>									
12/23	12/18/2023	38073	1868	AT & T LONG DISTANCE	1178847428	LONG DISTANCE	03-54-25-7033	7.76	7.76
12/23	12/18/2023	38073	1868	AT & T LONG DISTANCE	2177627572	LONG DISTANCE	03-54-25-7033	1.99	1.99
12/23	12/18/2023	38073	1868	AT & T LONG DISTANCE	279310390	LONG DISTANCE	03-54-25-7033	2.19	2.19
Total 38073:									11.94
<b>38074</b>									
12/23	12/18/2023	38074	6815	BERTASHVILI, TIA	OCT 2023	INTERPRETER FEES	01-53-15-7013	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38074:									100.00
<b>38075</b>									
12/23	12/18/2023	38075	6804	CC COMMUNICATIONS	NOV 2023	INTERNET	01-51-14-7033	109.99	109.99
Total 38075:									109.99
<b>38076</b>									
12/23	12/18/2023	38076	6270	FREEDOM MAILING SERVICES, INC	46696	UTILITY BILLING	03-54-25-7011	1,255.57	1,255.57
Total 38076:									1,255.57
<b>38077</b>									
12/23	12/18/2023	38077	1383	GRAINGER	9922729992	EQUIPMENT	02-54-25-7011	68.87	68.87
12/23	12/18/2023	38077	1383	GRAINGER	9923349022	EQUIPMENT	03-54-25-7011	257.50	257.50
12/23	12/18/2023	38077	1383	GRAINGER	9926814626	EQUIPMENT	03-54-25-7011	169.40	169.40
Total 38077:									495.77
<b>38078</b>									
12/23	12/18/2023	38078	6587	HEALTHY COMMUNITIES COALITION	OCT 2023 - 5	GRANT REIMBURSEMEN	08-14-27-8101	700.00	700.00
Total 38078:									700.00
<b>38079</b>									
12/23	12/18/2023	38079	6587	HEALTHY COMMUNITIES COALITION	NOV 2023 -6	GRANT REIMBURSEMEN	08-14-27-8101	700.00	700.00
Total 38079:									700.00
<b>38080</b>									
12/23	12/18/2023	38080	6582	HOUGHTON, CHRIS	MT22066 NOV	INTERPRETER FEES	01-53-15-7013	300.00	300.00
12/23	12/18/2023	38080	6582	HOUGHTON, CHRIS	MT22069 OCT	INTERPRETER FEES	01-53-15-7013	300.00	300.00
12/23	12/18/2023	38080	6582	HOUGHTON, CHRIS	MT23115 NOV	INTERPRETER FEES	01-53-15-7013	300.00	300.00
Total 38080:									900.00
<b>38081</b>									
12/23	12/18/2023	38081	6813	LATHAM, KASH	MT22096	FINE REFUND - OVERPA	00-00-00-1076	35.00	35.00



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38081:									35.00
<b>38082</b>									
12/23	12/18/2023	38082	1566	LYON COUNTY CLERK TREASURER	SEPT 2023	GEN MARKER TEST	01-00-00-2312	170.50	170.50
Total 38082:									170.50
<b>38083</b>									
12/23	12/18/2023	38083	1566	LYON COUNTY CLERK TREASURER	OCT 2023	GEN MARKER TEST	01-00-00-2312	25.00	25.00
Total 38083:									25.00
<b>38084</b>									
12/23	12/18/2023	38084	1566	LYON COUNTY CLERK TREASURER	NOV 2023	GEN MARKER TEST	01-00-00-2312	15.00	15.00
Total 38084:									15.00
<b>38085</b>									
12/23	12/18/2023	38085	5962	Maverik Store	MT23081 NOV	RESTITUTION MT23081	01-00-00-2305	16.00	16.00
Total 38085:									16.00
<b>38086</b>									
12/23	12/18/2023	38086	1728	NEVADA DEPT. OF ENVIRONMENTAL	122023 RNWL	CERTIFICATION	02-54-25-7011	100.00	100.00
Total 38086:									100.00
<b>38087</b>									
12/23	12/18/2023	38087	1728	NEVADA DEPT. OF ENVIRONMENTAL	122023 RNWL	CERTIFICATION	02-54-25-7011	50.00	50.00
Total 38087:									50.00
<b>38088</b>									
12/23	12/18/2023	38088	1902	NV ENERGY	312895-1223	POWER	03-54-25-7033	682.20	682.20
12/23	12/18/2023	38088	1902	NV ENERGY	441484-1223	POWER	01-59-35-7033	102.05	102.05
12/23	12/18/2023	38088	1902	NV ENERGY	706659-1123	POWER	02-54-25-7033	38.63	38.63

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38088:									822.88
<b>38089</b>									
12/23	12/18/2023	38089	6811	OGLETREE, ANGELA	50053002	REFUND DEPOSIT	02-00-00-2230	100.00	100.00
Total 38089:									100.00
<b>38090</b>									
12/23	12/18/2023	38090	6676	PACSTATES	503937	ANNUAL FEES	03-54-25-7011	1,533.84	1,533.84
Total 38090:									1,533.84
<b>38091</b>									
12/23	12/18/2023	38091	1780	PITNEY BOWES GLOBAL FINANCIAL	3318370222	LEASE	03-54-25-7011	172.08	172.08
Total 38091:									172.08
<b>38092</b>									
12/23	12/18/2023	38092	1806	QUILL CORPORATION	35825309	OFFICE SUPPLIES	03-54-25-7011	137.99	137.99
12/23	12/18/2023	38092	1806	QUILL CORPORATION	35915182	OFFICE SUPPLIES	02-54-25-7011	120.74	120.74
Total 38092:									258.73
<b>38093</b>									
12/23	12/18/2023	38093	1938	SOUTHWEST GAS CORP	112823CAL	UTILITIES	02-54-25-7033	1,268.65	1,268.65
12/23	12/18/2023	38093	1938	SOUTHWEST GAS CORP	112823GOLD	UTILITIES	02-54-25-7033	1,702.97	1,702.97
12/23	12/18/2023	38093	1938	SOUTHWEST GAS CORP	112823GOLD	UTILITIES	03-54-25-7033	1,161.06	1,161.06
12/23	12/18/2023	38093	1938	SOUTHWEST GAS CORP	112823TROW	UTILITIES	01-59-35-7033	531.08	531.08
12/23	12/18/2023	38093	1938	SOUTHWEST GAS CORP	112823TROW	UTILITIES	02-54-25-7033	575.16	575.16
Total 38093:									5,238.92
<b>38094</b>									
12/23	12/18/2023	38094	1968	STATE TREASURER'S OFFICE	SEPT 2023	STATE PERM SCHOOL FI	01-17-00-3177	1,177.78	1,177.78
Total 38094:									1,177.78

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>38095</b>									
12/23	12/18/2023	38095	1968	STATE TREASURER'S OFFICE	OCT 2023	STATE PERM SCHOOL FI	01-17-00-3177	552.33	552.33
Total 38095:									552.33
<b>38096</b>									
12/23	12/18/2023	38096	1968	STATE TREASURER'S OFFICE	NOV 2023	STATE PERM SCHOOL FI	01-17-00-3177	288.67	288.67
Total 38096:									288.67
<b>38097</b>									
12/23	12/18/2023	38097	6812	TAHOE HOLDINGS, LLC	11286004	REFUND CREDIT	00-00-00-1075	181.60	181.60
Total 38097:									181.60
<b>38098</b>									
12/23	12/18/2023	38098	2028	U.S. POSTAL SERVICE	12082023	POSTAGE FOR MACHINE	03-54-25-7011	500.00	500.00
Total 38098:									500.00
<b>38099</b>									
12/23	12/18/2023	38099	2016	ULINE	171617243	SUPPLIES	03-54-25-7011	809.00	809.00
Total 38099:									809.00
<b>38100</b>									
12/23	12/18/2023	38100	6814	VIAL, CHRISTINA	CC22026 AUG	RESTITUTION COX	01-00-00-2305	38.00	38.00
Total 38100:									38.00
<b>38101</b>									
12/23	12/18/2023	38101	1406	WELLS FARGO BANK-REMIT. CNTR	120723SHAW	SHEEMA - CREDIT CARD	01-51-14-7011	350.38	350.38
Total 38101:									350.38
<b>38102</b>									
12/23	12/18/2023	38102	1406	WELLS FARGO BANK-REMIT. CNTR	120723JOHN	JOHN - CREDIT CARD	01-51-14-7011	91.04	91.04

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 38102:									91.04
<b>38103</b>									
12/23	12/18/2023	38103	1406	WELLS FARGO BANK-REMIT. CNTR	120723BOB	BOB-CREDIT CARD	01-59-35-7040	630.78	630.78
Total 38103:									630.78
Grand Totals:									391,588.95

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	287.04	.00	287.04
00-00-00-1076	35.00	.00	35.00
00-00-00-2023	23,464.36	.00	23,464.36
00-00-00-2200	.00	23,786.40-	23,786.40-
01-00-00-2200	.00	85,922.73-	85,922.73-
01-00-00-2303	36.20	.00	36.20
01-00-00-2304	966.14	.00	966.14
01-00-00-2305	54.00	.00	54.00
01-00-00-2306	526.72	.00	526.72
01-00-00-2312	54.30	.00	54.30
01-17-00-3177	465.92	.00	465.92
01-51-14-5113	100.00	.00	100.00
01-51-14-7011	5,553.22	.00	5,553.22
01-51-14-7033	1,135.48	.00	1,135.48
01-51-14-7046	75.67	.00	75.67
01-52-20-7011	3,327.72	.00	3,327.72
01-52-20-7016	1,697.31	.00	1,697.31
01-52-20-7018	122.56	.00	122.56
01-52-20-7033	1,252.37	.00	1,252.37
01-52-20-7040	3,306.27	.00	3,306.27
01-52-20-7041	500.00	.00	500.00
01-52-20-7046	33.94	.00	33.94
01-53-15-7013	1,000.00	.00	1,000.00

GL Account	Debit	Credit	Proof
01-53-15-7021	1,950.00	.00	1,950.00
01-53-15-7031	2,000.00	.00	2,000.00
01-53-15-7131	2,250.91	.00	2,250.91
01-54-26-7011	770.20	.00	770.20
01-54-26-7033	3,309.86	.00	3,309.86
01-54-26-7040	377.56	.00	377.56
01-54-26-7043	930.00	.00	930.00
01-54-26-9059	46,730.00	.00	46,730.00
01-55-27-7011	2,341.44	.00	2,341.44
01-55-27-7018	122.56	.00	122.56
01-55-27-7033	135.57	.00	135.57
01-56-35-7011	2,150.59	.00	2,150.59
01-56-35-7033	704.41	.00	704.41
01-56-35-7040	122.56	.00	122.56
01-56-35-7046	647.24	.00	647.24
01-59-35-7011	334.12	.00	334.12
01-59-35-7033	715.33	.00	715.33
01-59-35-7040	122.56	.00	122.56
02-00-00-1575	3,020.00	.00	3,020.00
02-00-00-1580	75,178.04	.00	75,178.04
02-00-00-2200	.00	124,958.19-	124,958.19-
02-00-00-2230	163.73	.00	163.73
02-54-25-7011	25,204.29	.00	25,204.29
02-54-25-7027	2,285.00	.00	2,285.00
02-54-25-7033	9,536.04	.00	9,536.04
02-54-25-7043	2,330.26	.00	2,330.26
02-54-25-7044	219.38	.00	219.38
02-54-25-7046	75.66	.00	75.66
02-54-25-7049	82.34	.00	82.34
02-54-25-7050	505.00	.00	505.00
02-54-25-7061	6,358.45	.00	6,358.45
03-00-00-1575	6,715.00	.00	6,715.00
03-00-00-1580	62,184.30	.00	62,184.30
03-00-00-2200	.00	87,306.86-	87,306.86-
03-54-25-7011	7,301.66	.00	7,301.66
03-54-25-7027	700.00	.00	700.00
03-54-25-7033	7,113.14	.00	7,113.14
03-54-25-7043	2,505.74	.00	2,505.74
03-54-25-7044	440.24	.00	440.24
03-54-25-7046	277.48	.00	277.48

GL Account	Debit	Credit	Proof
03-54-25-7049	69.30	.00	69.30
07-00-00-2200	.00	180.00-	180.00-
07-00-00-2305	25.00	.00	25.00
07-14-00-3146	35.00	.00	35.00
07-14-00-3147	120.00	.00	120.00
08-00-00-2200	.00	59,652.97-	59,652.97-
08-14-25-8090	213.39	.00	213.39
08-14-27-8101	24,562.70	.00	24,562.70
08-14-27-8103	180.00	.00	180.00
08-14-27-8106	34,209.38	.00	34,209.38
08-14-36-8089	487.50	.00	487.50
22-00-00-2200	.00	6,132.97-	6,132.97-
22-54-25-7002	6,132.97	.00	6,132.97
23-00-00-2200	.00	3,648.83-	3,648.83-
23-54-25-7002	3,648.83	.00	3,648.83
Grand Totals:	391,588.95	391,588.95-	.00

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

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

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

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

GL Account	Debit	Credit	Proof
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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
12/10/2023	PC	12/14/2023	38025	Wagner, Alec	670		03-54-25-511	251.43-	
12/10/2023	PC	12/14/2023	38026	West, Robert	635		02-00-00-201	531.75-	
12/10/2023	PC	12/14/2023	12142301	Adams, Jarrod	582		01-00-00-201	1,885.29-	
12/10/2023	PC	12/14/2023	12142302	Becker, Dennis	20		02-54-25-511	2,646.14-	
12/10/2023	PC	12/14/2023	12142303	Brown, Jeremiah	652		01-52-20-511	2,004.41-	
12/10/2023	PC	12/14/2023	12142304	Brown, Joel	657		03-54-25-511	2,357.76-	
12/10/2023	PC	12/14/2023	12142305	Coombs, Brandon	31		00-00-00-202	4,775.66-	
12/10/2023	PC	12/14/2023	12142306	Dennis, Felicitree	673		03-54-25-511	1,223.76-	
12/10/2023	PC	12/14/2023	12142307	Durst Jr, Ronald	676		02-54-25-511	1,490.19-	
12/10/2023	PC	12/14/2023	12142308	Flakus, Jay	32		01-51-14-511	2,100.54-	
12/10/2023	PC	12/14/2023	12142309	Gutierrez, Tommy	659		02-54-25-511	2,459.79-	
12/10/2023	PC	12/14/2023	12142310	Jennerjohn, Richard	650		00-00-00-202	1,895.11-	
12/10/2023	PC	12/14/2023	12142311	Larsen, Stacey	644		03-54-25-511	1,254.91-	
12/10/2023	PC	12/14/2023	12142312	Larson, Michele	667		01-56-35-511	1,246.17-	
12/10/2023	PC	12/14/2023	12142313	Montes - Meza, Guadalupe	656		01-53-15-511	1,268.70-	
12/10/2023	PC	12/14/2023	12142314	Moore, Angela	653		01-51-14-511	1,395.46-	
12/10/2023	PC	12/14/2023	12142315	Phillips, Lori	39		03-00-00-201	1,797.58-	
12/10/2023	PC	12/14/2023	12142316	Ruiz, Francisco	658		01-56-35-511	1,144.94-	
12/10/2023	PC	12/14/2023	12142317	Sanabia, Andrew	663		01-52-20-511	3,278.55-	
12/10/2023	PC	12/14/2023	12142318	Shaw, Sheema D.	150		01-51-14-511	2,380.45-	
12/10/2023	PC	12/14/2023	12142319	Smith, David	157		01-54-26-511	1,255.57-	
12/10/2023	PC	12/14/2023	12142320	Stanton, Monte	642		01-56-35-511	2,236.38-	
12/10/2023	PC	12/14/2023	12142321	Sturtevant, Helen M.	163		00-00-00-201	1,640.67-	
12/10/2023	PC	12/14/2023	12142322	Switzer, Robert	643		02-54-25-511	3,683.75-	
12/10/2023	PC	12/14/2023	12142323	Wagner, Darren E.	184		01-52-20-511	2,707.14-	
12/10/2023	PC	12/14/2023	12142324	Wisner, Nicholas	177		01-52-20-511	2,922.99-	
Grand Totals:								51,835.09-	



Signature Lines

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

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

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

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

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

## 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
12/24/2023	PC	12/28/2023	38104	Bryant, Jeremy	647		00-00-00-102	295.52-	
12/24/2023	PC	12/28/2023	38105	Galvin, Matt	660		01-51-11-511	345.76-	
12/24/2023	PC	12/28/2023	38106	Pizzo, Frank	662		00-00-00-102	368.97-	
12/24/2023	PC	12/28/2023	38107	Wagner, Alec	670		02-54-25-511	337.89-	
12/24/2023	PC	12/28/2023	38108	West, Robert	635		02-00-00-201	531.75-	
12/24/2023	PC	12/28/2023	12282301	Adams, Jarrod	582		01-00-00-202	2,441.56-	
12/24/2023	PC	12/28/2023	12282302	Becker, Dennis	20		02-54-25-511	2,174.76-	
12/24/2023	PC	12/28/2023	12282303	Brown, Jeremiah	652		01-52-20-511	2,004.41-	
12/24/2023	PC	12/28/2023	12282304	Brown, Joel	657		00-00-00-201	2,357.76-	
12/24/2023	PC	12/28/2023	12282305	Coombs, Brandon	31		01-52-20-511	5,214.07-	
12/24/2023	PC	12/28/2023	12282306	Dennis, Felicitee	673		02-54-25-511	1,223.76-	
12/24/2023	PC	12/28/2023	12282307	Durst Jr, Ronald	676		02-54-25-511	1,651.43-	
12/24/2023	PC	12/28/2023	12282308	Flakus, Jay	32		01-59-35-511	2,100.54-	
12/24/2023	PC	12/28/2023	12282309	Garry, John Joseph	61		00-00-00-102	591.03-	D
12/24/2023	PC	12/28/2023	12282310	Gutierrez, Tommy	659		02-54-25-511	1,752.32-	
12/24/2023	PC	12/28/2023	12282311	Jennerjohn, Richard	650		00-00-00-202	1,895.11-	
12/24/2023	PC	12/28/2023	12282312	Larsen, Stacey	644		01-56-35-511	1,254.92-	
12/24/2023	PC	12/28/2023	12282313	Larson, Michele	667		01-56-35-511	1,223.75-	
12/24/2023	PC	12/28/2023	12282314	Martin, Shane	648		00-00-00-102	368.97-	D
12/24/2023	PC	12/28/2023	12282315	Montes - Meza, Guadalupe	656		02-54-25-511	1,266.37-	
12/24/2023	PC	12/28/2023	12282316	Moore, Angela	653		01-51-14-511	1,395.48-	
12/24/2023	PC	12/28/2023	12282317	Phillips, Lori	39		01-51-14-511	1,797.58-	
12/24/2023	PC	12/28/2023	12282318	Ruiz, Francisco	658		02-54-25-511	1,141.41-	
12/24/2023	PC	12/28/2023	12282319	Sanabia, Andrew	663		00-00-00-202	3,200.05-	
12/24/2023	PC	12/28/2023	12282320	Shaw, Sheema D.	150		02-54-25-511	2,380.45-	
12/24/2023	PC	12/28/2023	12282321	Smith, David	157		03-54-25-511	1,171.45-	
12/24/2023	PC	12/28/2023	12282322	Stanton, Monte	642		02-54-25-511	1,859.74-	
12/24/2023	PC	12/28/2023	12282323	Sturtevant, Helen M.	163		01-52-20-511	1,472.72-	
12/24/2023	PC	12/28/2023	12282324	Switzer, Robert	643		01-54-26-511	3,683.74-	
12/24/2023	PC	12/28/2023	12282325	Wagner, Darren E.	184		00-00-00-102	2,707.14-	D
12/24/2023	PC	12/28/2023	12282326	Wisner, Nicholas	177		01-52-20-511	3,966.52-	
Grand Totals:								54,176.93-	

31

Signature Lines

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

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

City Council: \_\_\_\_\_  
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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
12/10/2023	CDPT	12/11/2023	38027	PUBLIC EMPLOYEES RETIREME	2	Retirement - Police Pay Period: 12	00-00-00-102	20,538.55-	
12/10/2023	CDPT	12/26/2023	38110	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 12/10/202	00-00-00-102	163.50-	
12/10/2023	CDPT	12/11/2023	12112301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	9,515.11-	
Grand Totals:								30,217.16-	

Signature Lines

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

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

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

Report Criteria:  
Includes the following check types:  
Transmittal  
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
12/24/2023	CDPT	12/26/2023	38109	PUBLIC EMPLOYEES RETIREME	2	Retirement - Council Pay Period: 1	00-00-00-102	21,045.61-	
12/24/2023	CDPT	12/26/2023	38110	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 12/24/202	00-00-00-102	163.50-	
12/24/2023	CDPT	12/26/2023	12282301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	9,973.19-	
Grand Totals:								31,182.30-	

Signature Lines

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

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

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

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

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks





6



Business Status: Active  
Business Licenses # 33310  
Category # B  
(official use only)

BUSINESS NAME: Kathys Sales

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

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

**REQUIRED INSPECTIONS:**

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

1. **Public Works** Approved ☒ Denied ☐  
Phone: 775-309-5457  
ZONING: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
Does business comply with existing zoning and current codes? Compliance (yes) (no)  
Building Inspector J. Baum Date: 10-31-2023  
(Signature)  
Public Works Director [Signature] Date: 12/21/2023  
(Signature)
2. **Fire Department** Approved ☒ Denied ☐  
Phone: 775-463-2261  
Fire Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)  
Fire Chief [Signature] Date: 10-11-23  
(Signature)
3. **Nevada Health Dept.** Approved ☐ Denied ☐  
Phone: 775-684-4200  
Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)
4. **Police Department** Approved ☒ Denied ☐  
Phone: 775-463-2333  
Police Chief [Signature] Date: 10-31-23  
(Signature)
5. **City Clerk** Approved ☒ Denied ☐  
City Clerk: [Signature] Date: 1-1-2024  
(Signature)
6. **City Council Approval** Approved ☐ Denied ☐  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

**Check List: (official use)**

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

Business Status: Active  
Business Licenses # 3344  
Category # A  
(official use only)

BUSINESS NAME: Yerington Laundry Mat & Car Wash 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: \$ \$20.00

**REQUIRED INSPECTIONS:**

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

1. **Public Works** Approved ☒ Denied [ ]  
Phone: 775-309-5457  
ZONING: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
Does business comply with existing zoning and current codes? Compliance (yes) (no)  
Building Inspector [Signature] Date: 10-23-2023  
Public Works Director [Signature] Date: 12/21/23
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
Fire Inspector [Signature] Date: 10/18/23  
Fire Chief [Signature] Date: 10/18/23
3. **Nevada Health Dept.** Approved [ ] Denied [ ]  
Phone: 775-684-4200  
Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)
4. **Police Department** Approved ☒ Denied [ ]  
Phone: 775-463-2333  
Police Chief [Signature] Date: 12-21-2023  
(Signature)
5. **City Clerk** Approved ☒ Denied [ ]  
City Clerk: [Signature] Date: 1-1-2024  
(Signature)
6. **City Council Approval** Approved [ ] Denied [ ]  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 3345  
Category # A  
(official use only)

**BUSINESS NAME:** Universal Security Products, Inc

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

**Application Fee:** \$ 20.00  
Choose One:  
☐ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)  
☐ Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ 50.00  
☒ 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** 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** [Signature] Date: 12-6-2023  
**Public Works Director** [Signature] Date: 12/21/2023
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
**Fire Inspector** [Signature] Date: \_\_\_\_\_  
**Fire Chief** [Signature] Date: 12-19-23
3. **Nevada Health Dept.** Approved [ ] Denied [ ]  
Phone: 775-684-4200  
**Inspector** \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)
4. **Police Department** Approved ☒ Denied [ ]  
Phone: 775-463-2333  
**Police Chief** [Signature] Date: 12-21-2023  
(Signature)
5. **City Clerk** Approved ☒ Denied [ ]  
**City Clerk:** [Signature] Date: 1-1-2024  
(Signature)
6. **City Council Approval** Approved [ ] Denied [ ]  
**Mayor:** \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 3346  
Category # A  
(official use only)

BUSINESS NAME: HUBBIES FOR HIRE, 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: 20.00 \$ 50.00

**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 [Signature] Date: 12-8-2023  
Public Works Director [Signature] Date: 12/21/2023
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
Fire Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
Fire Chief [Signature] Date: 12-19-23
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: 12-21-2023
5. **City Clerk** Approved ☒ Denied [ ]  
City Clerk: [Signature] Date: 1-1-2024
6. **City Council Approval** Approved [ ] Denied [ ]  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Check List: (official use)**

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



Business Status: \_\_\_\_\_  
Business Licenses # 3347  
Category # A  
(official use only)

**BUSINESS NAME:** Detention Equipment Specialties, Inc.

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

**Application Fee:**

\$ 20.00

Choose One:

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

\$ 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: 12-22-2023

**Public Works Director**

Date: 12/21/2023

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

Approved ☒ Denied ☐

**Fire Inspector**

Date:

**Fire Chief**

Date: 12-19-23

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

Approved ☐ Denied ☐

**Inspector**

Date:

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

Approved ☒ Denied ☐

**Police Chief**

Date: 12-21-2023

5. **City Clerk**

Approved ☒ Denied ☐

**City Clerk:**

Date: 1-1-2024

6. **City Council Approval**

Approved ☐ Denied ☐

**Mayor:**

Date:

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 3348  
Category # 1  
(official use only)

BUSINESS NAME: All Points Electric 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: \$ 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  
Does business comply with existing zoning and current codes? Compliance ☒ (yes) (no)  
Building Inspector Joel Brown Date: 12-6-2023  
(Signature)  
Public Works Director [Signature] Date: 12/21/2023  
(Signature)
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
Fire Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)  
Fire Chief [Signature] Date: 12-19-23  
(Signature)
3. **Nevada Health Dept.** Approved [ ] Denied [ ]  
Phone: 775-684-4200  
Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)
4. **Police Department** Approved ☒ Denied [ ]  
Phone: 775-463-2333  
Police Chief [Signature] Date: 12-21-2023  
(Signature)
5. **City Clerk** Approved ☒ Denied [ ]  
City Clerk: [Signature] Date: 1-1-2024  
(Signature)
6. **City Council Approval** Approved [ ] Denied [ ]  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

**Check List: (official use)**

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



Business Status: \_\_\_\_\_  
Business Licenses # 3349  
Category # A  
(official use only)

BUSINESS NAME: Buckaroo Station Services

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

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

**REQUIRED INSPECTIONS:**

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

1. **Public Works** Approved ☒ Denied [ ]  
Phone: 775-309-5457  
ZONING: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A  
Does business comply with existing zoning and current codes? Compliance (yes) (no)  
Building Inspector [Signature] Date: 12-14-2023  
Public Works Director [Signature] Date: 12/21/2023
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
Fire Inspector \_\_\_\_\_ Date: \_\_\_\_\_  
Fire Chief [Signature] Date: 12-15-23
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: 12-21-2023
5. **City Clerk** Approved ☒ Denied [ ]  
City Clerk: [Signature] Date: 1-1-2024
6. **City Council Approval** Approved [ ] Denied [ ]  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 3350  
Category # A  
(official use only)

BUSINESS NAME: NDSS, 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) \$ 15  
☐ Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ \_\_\_\_\_  
TOTAL FEES PAID: \$ 35

**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 [Signature] Date: 12-6-2023  
Public Works Director [Signature] Date: 12/21/2023
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
Fire Inspector [Signature] Date: \_\_\_\_\_  
Fire Chief [Signature] Date: 12-19-23
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: 12-21-2023
5. **City Clerk** Approved ☒ Denied [ ]  
City Clerk: [Signature] Date: 1-1-2024
6. **City Council Approval** Approved [ ] Denied [ ]  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 351  
Category # A  
(official use only)

BUSINESS NAME: SILVER STATE EXCAVATION

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

**Application Fee:**

\$ 20.00

Choose One:

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

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**TOTAL FEES PAID:**

\$ \_\_\_\_\_

**REQUIRED INSPECTIONS:**

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

1. **Public Works**  
Phone: 775-463-3511

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

[Signature]  
(Signature)

Date: 12-8-2023

Public Works Director

[Signature]  
(Signature)

Date: 12/21/2023

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

Approved ☒ Denied ☐

Fire Inspector

Date: \_\_\_\_\_

Fire Chief

[Signature]  
(Signature)

Date: 12-19-23

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

Approved ☐ Denied ☐

Inspector

Date: \_\_\_\_\_

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

Approved ☒ Denied ☐

Police Chief

[Signature]  
(Signature)

Date: 12-21-2023

5. **City Clerk**

Approved ☒ Denied ☐

City Clerk:

[Signature]  
(Signature)

Date: 1-1-2024

6. **City Council Approval**

Approved ☐ Denied ☐

Mayor:

Date: \_\_\_\_\_

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 3352  
Category # A  
(official use only)

BUSINESS NAME: NORTHERN NEVADA HIAC, INC.

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

**Application Fee:**

\$ 20.00

Choose One:

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

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**TOTAL FEES PAID:**

\$ 20.00

**REQUIRED INSPECTIONS:**

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

1. **Public Works**

Approved ☒ Denied [ ]

Phone: 775-463-3511

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: 12-6-2023

**Public Works Director**

Date: 12/21/2023

2. **Fire Department**

Approved ☒ Denied [ ]

Phone: 775-463-2261

**Fire Inspector**

Date: \_\_\_\_\_

**Fire Chief**

Date: 12-29-23

3. **Nevada Health Dept.**

Approved [ ] Denied [ ]

Phone: 775-684-4200

**Inspector**

Date: \_\_\_\_\_

4. **Police Department**

Approved ☒ Denied [ ]

Phone: 775-463-2333

**Police Chief**

Date: 12-21-2023

5. **City Clerk**

Approved ☒ Denied [ ]

**City Clerk:**

Date: 1-1-2024

6. **City Council Approval**

Approved [ ] Denied [ ]

**Mayor:**

Date: \_\_\_\_\_

**Check List: (official use)**

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

Business Status: \_\_\_\_\_  
Business Licenses # 3353  
Category # A  
(official use only)

BUSINESS NAME: Apex Cyber Systems Inc

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

Application Fee: \$ 20.00  
Choose One:  
☐ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)  
☒ Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ 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 [Signature] Date: 12-22-2023  
Public Works Director [Signature] Date: 12/21/2023
2. **Fire Department** Approved ☒ Denied [ ]  
Phone: 775-463-2261  
Fire Inspector [Signature] Date: \_\_\_\_\_  
Fire Chief [Signature] Date: 12-19-23
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: 12-21-2023
5. **City Clerk** Approved ☒ Denied [ ]  
City Clerk: [Signature] Date: 1-1-2024
6. **City Council Approval** Approved [ ] Denied [ ]  
Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Check List: (official use)**

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



Business Status: Active  
Business Licenses # 3254  
Category # A  
(official use only)

BUSINESS NAME: NOT JUST CANDLES 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: \$ 20.00 ✓

**REQUIRED INSPECTIONS:**

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

1. **Public Works**  
Phone: 775-309-5457

Approved ☒ Denied ☐

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

Building Inspector

[Signature]  
(Signature)

Date: 10-20-2023

Public Works Director

[Signature]  
(Signature)

Date: 12/21/23

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

Approved ☒ Denied ☐

Fire Inspector

[Signature]  
(Signature)

Date: 10-20-23

Fire Chief

[Signature]  
(Signature)

Date: 10-20-23

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

Approved ☐ Denied ☐

Inspector

(Signature)

Date:

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

Approved ☒ Denied ☐

Police Chief

[Signature]  
(Signature)

Date: 12-21-2023

5. **City Clerk**

Approved ☒ Denied ☐

City Clerk:

[Signature]  
(Signature)

Date: 1-1-2024

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

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## Lease Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of January 2024, by the City of Yerington (Lessor), a political subdivision of the State of Nevada, and Farmy, Inc. (Lessee), a 501(c)(3) organization promoting safe off-road vehicle activities.

### RENT:

~~In accordance with NRS 244.2835, the City of Yerington has determined that the rent for this property, in consideration of the benefits and obligations of this lease, is \$\_\_\_\_\_.~~

### PROPERTY:

The property is described as follows, Farmy's Off-Road Park:

Those parts of coordinates 38.96452, -119.13532, as indicated on the attached map. (Exhibit A)

### TERMS OF AGREEMENT:

The term of this Agreement shall be for five (5) years from the date of signing; This Agreement may be terminated ~~at any time~~ by either party ~~with a thirty day (30) written notice. by serving the other party with a written notice. The term of this Agreement may be extended upon a written agreement of the parties.~~

### LEASE EXTENSION:

After Farmy Inc. completes construction of the facilities outlined in its formal proposal, attached, and herein incorporated as Exhibit A, it may submit a request, in writing, for an additional ten years to be added to this lease. City staff may inspect the progress of construction and, if construction is complete, issue a letter certifying Farmy Inc. has met the requirements for an extended lease. No other terms in this lease will be affected, and Farmy Inc. will continue to fulfill all obligations under this agreement during the extended lease.

### USE OF PREMISES:

Farmy Inc. agrees and understands that the premises shall be used for, but not limited to, the following- Off-Highway Vehicle (OHV) education and safety programs, Emergency Vehicle Operations Course (EVOC), non-competitive community events- such as poker runs, off-road races, and general day use. **All event use on the premises shall be applied for through Farmy Inc. Upon receipt of the complete application and accompanying proof of insurance, Farmy Inc. will seek approval from the City Council for each proposed event, until otherwise directed by the City, any event not applied for through Farmy Inc. will be unauthorized.** Farmy Inc. agrees to keep and maintain Farmy's Off-Road Park in safe and secure condition. Farmy Inc. shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the premises, or in any improvements placed on the premises. As used herein, the term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic, or dangerous, by any state, or local statute, rule, or ordinance now or hereafter in effect. Lessee shall promptly comply with the requirements of all statutes, regulations, and ordinances, and with all applicable orders, decrees, or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal, or cleanup of hazardous waste or materials in, on, or under the Premises resulting from Lessee's use of the Premises.

1. After notice to Lessee and a reasonable opportunity to effect compliance, Lessor may, but is not obligated to, enter upon the Premises and take such actions and incur such costs and expenses to affect such compliance as it deems advisable to protect its interest in the Premises; provided,

however, that Lessor shall not be obliged to give Lessee notice and an opportunity to effect such compliance if (I) such delay might result in material adverse harm to Lessor or the Premises; (II) Lessee has already had actual knowledge of the situation and has had a reasonable opportunity to effect such compliance; or (III) an emergency exists. Whether or not the Lessee has actual knowledge of the release of hazardous waste materials on the Premises as a result of Lessee's use of the Premises, Lessee shall reimburse Lessor in connection with such compliance activities, and such obligation shall continue even after the termination of this lease. Lessee shall notify Lessor upon Lessee's knowledge of any release of any hazardous waste or materials on the Premises.

#### PERCENTAGE OF RECEIPTS TO CITY

The City will collect fifteen percent (15%) of the gross receipts from each organized event authorized by Farmy Inc. and the City.

#### INDEMNIFICATION:

Farmy Inc. shall indemnify, defend and hold harmless the City of Yerington from any and all claims, suits, demands, liabilities, actions, proceedings or causes of action arising from Farmy's Off-Road Park's use of property, or from any activity, work, or things which may be permitted or suffered by Farmy's Off-Road Park in or about the property resulting, directly or indirectly, from Farmy's Off-Road Park activities thereon, and shall further indemnify, defend, and hold harmless from and against any and all claim, suits, demands, liabilities, actions, proceedings or causes of action arising from any breach of default in the performance of this agreement, or arising from any negligence, gross negligence, or intentional misconduct of Farmy Inc., its agents, members, contractors, employees or invitees, and from any and all costs, attorney's fees, and expenses.

#### INSURANCE:

Farmy Inc. agrees to carry and effect during the term of this Agreement, liability insurance covering Farmy's Off-Road Park activities on the property with limits in the following amounts: \$10,000 deductible each claim; \$1,000,000 each occurrence limit; \$1,000,000 personal and advertising limit; \$1,000,000 products completed operation aggregate limit; \$1,000,000 fire damage limit for any one fire; \$50,000 errors and omissions indemnification aggregate limit. Farmy Inc. will provide the City of Yerington with a copy of all insurance no later than thirty (30) days after this agreement is signed by the City of Yerington officials.

#### CITY AS ADDITIONALLY INSURED:

Farmy Inc. agrees to cause the City of Yerington as an additional on the said policy of insurance and always maintain the City as an additional insured. All events held at Farmy's Off-Road Park by a third party will also be required to produce a certificate of insurance which will cover both Farmy Inc. and Farmy's Off-Road Park. These insurance terms, conditions, limits will be agreed upon by the City of Yerington and Farmy Inc. and included in the application process described above.

#### ALTERATIONS AND IMPROVEMENTS:

Any facilities, tracks, or other improvements made under this agreement must be in accordance with written plans. Farmy inc. agrees to deliver plans to the City of Yerington prior to construction. If the City of Yerington finds the plans unacceptable, it will have thirty (30) days from receipt to communicate it in writing. Any permissions alterations, improvements, and/or additions shall be made in compliance with all applicable statutes and regulations. If Farmy Inc. makes any alterations, improvements, and/or additions, Farmy Inc. may remove any personal property at Farmy Inc.'s own expense. Farmy Inc. is required to make any repairs to the property that is damaged by the removal of personal property. All

personal property must be removed from the premises prior to the termination of this agreement. If the personal property is deemed to be a fixture of the property, it may not be removed by Farmy Inc.

ASSIGNMENT:

Farmy Inc. shall not assign this agreement without the prior written consent of the City.

WAIVER:

Waiver of one breach of a term, condition, or covenant of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any future breach of the same or other terms, conditions, or covenants.

DEFAULT:

If Farmy Inc. abandons Farmy's Off-Road Park as described in this Agreement or abandons the premises, the City may terminate this agreement.

AMENDMENT OR MODIFICATION:

This agreement may be amended or modified in writing signed and executed by both parties.

NOTICE:

All notices and demands shall be sent to or mailed by certified mail, return receipt requested, addressed to the parties' respective addresses as follows:

City of Yerington 14  
Joe Parr Way  
Yerington, NV 89447

COMPLIANCE AND RULES:

Farmy Inc.  
1270 State Route 208  
Yerington, NV 89447

Farmy Inc. agrees to conduct all events in compliance with any applicable industry standards.

TERMINATION:

This Agreement may be terminated by either party with ~~in~~ thirty (30) days ~~prior~~ written notice.

CHOICE OF VENUE:

The terms of the Agreement shall be construed and interpreted according to the Laws of the State of Nevada and Lyon County. Venue for any legal or equitable action between Farmy Inc. and the City of Yerington regarding the terms of the Agreement shall be within the jurisdiction of the City of Yerington.

SEVERABILITY:

If any provision of this Agreement is found by a court to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render

such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

ENTIRE AGREEMENT:

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior agreement, oral or written agreements, or agreements between the parties respecting the subject matter of this Agreement.

Each undersigned certifies that they have read, understand, and accept the terms and conditions of this Agreement:

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

Laura Hardesty-Butcher

Farmy Inc.

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

City of Yerington

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**RESOLUTION 2024-01**

**A RESOLUTION ADDING AN AUTHORIZED POWER AND DUTY OF THE MAYOR TO PERFORM WEDDING CEREMONIES AND AMENDING YERINGTON CITY CODE 1-5-1.**

**WHEREAS,** The Mayor of Yerington, the Honorable John Garry, has been asked by several local residents to officiate at their respective marriage ceremonies; and

**WHEREAS,** Yerington City Code 1-5-1 does not list solemnizing marriages as an official authorized power and duty of the mayor; and

**WHEREAS,** The City of Yerington is organized under a special charter and pursuant to NRS 122.08(5)(b) the City Council may authorize the Mayor to perform marriage ceremonies; and

**WHEREAS,** The Mayor cannot accept any fee, gratuity, gift, honorarium or anything of value for or in connection with solemnizing the marriage other than a nonmonetary gift of nominal value; and

**NOW, THEREFORE BE IT RESOLVED,** the Yerington City Council does hereby approve this Resolution 2024-01 and authorizes the Mayor to perform and officiate at marriage ceremonies subject to the limitations set forth in NRS Section 122.08(5)(6). The City Clerk is hereby instructed to take all further action necessary to effectuate the purpose of this Resolution.

Passed and adopted this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2024 by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
John Garry  
Mayor of the City of Yerington

ATTEST:

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

## Solemnization

**NRS 122.080 Solemnization of marriage by Supreme Court justice, appellate judge, district judge, justice of the peace, municipal judge, commissioner and deputy commissioner of civil marriages and mayor; unlawful acts.**

1. After receipt of the marriage license previously issued to persons wishing to be married as provided in [NRS 122.040](#) and [122.050](#), it is lawful for any justice of the Supreme Court, any judge of the Court of Appeals, any judge of the district court, any justice of the peace in his or her township if it is not a commissioner township, any justice of the peace in a commissioner township if authorized pursuant to subsection 3, any municipal judge if authorized pursuant to subsection 4, any commissioner of civil marriages within his or her county and within a commissioner township therein, any deputy commissioner of civil marriages within the county of his or her appointment and within a commissioner township therein or any mayor if authorized pursuant to subsection 5, to join together in marriage all persons not prohibited by this chapter.

2. This section does not prohibit:

(a) A justice of the peace of one township, while acting in the place and stead of the justice of the peace of any other township, from performing marriage ceremonies within the other township, if such other township is not a commissioner township.

(b) A justice of the peace of one township performing marriages in another township of the same county where there is no duly qualified and acting justice of the peace, if such other township is not a commissioner township or if he or she is authorized to perform the marriage pursuant to subsection 3.

3. In any calendar year, a justice of the peace may perform not more than 20 marriage ceremonies in commissioner townships if he or she does not accept any fee, gratuity, gift, honorarium or anything of value for or in connection with solemnizing the marriage other than a nonmonetary gift that is of nominal value.

4. In any calendar year, a municipal judge may perform not more than 20 marriage ceremonies in this State if he or she does not accept any fee, gratuity, gift, honorarium or anything of value for or in connection with solemnizing the marriage other than a nonmonetary gift that is of nominal value.

5. A mayor of an incorporated city may perform a marriage ceremony if he or she is:

(a) The mayor of a city organized under general law; or

(b) Authorized by the city council or other governing body of a city organized under a special charter.

6. Any mayor who performs a marriage ceremony shall not accept any fee, gratuity, gift, honorarium or anything of value for or in connection with solemnizing the marriage other than a nonmonetary gift that is of nominal value.

7. Any justice of the peace who performs a marriage ceremony in a commissioner township or any municipal judge or mayor who performs a marriage ceremony in this State and who, in violation of this section, accepts any fee, gratuity, gift, honorarium or anything of value for or in connection with solemnizing the marriage is guilty of a misdemeanor.

[Part 4:33:1861; A 1867, 88; [1899, 47](#); [1901, 19](#); [1911, 317](#); [1925, 232](#); [1933, 42](#); [R 1937, 72](#); [A 1943, 175](#); [1947, 830](#); [1951, 431](#)](NRS [A 1969, 764](#); [1993, 1463](#); [1999, 1323](#); [2013, 1747](#); [2017, 758, 1197](#))



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# MacLeod Watts

December 27, 2023

Mr. Robert Switzer  
City Manager  
City of Yerington  
102 S. Main Street  
Yerington, NV 89447

Re: Engagement Letter for OPEB Actuarial Valuation Services for the City of Yerington

Dear Mr. Switzer:

This letter provides a quote for MacLeod Watts' engagement to complete two actuarial valuations of other postemployment benefits (OPEB) liabilities for the City of Yerington for PEBP retirees and the City Employee Health Benefit Plan. The valuations will be used to prepare reports to assist the City in ongoing compliance with GASB 75.

The **valuation date** will be June 30, 2024. The results of these valuations will be used to prepare GASB 75 OPEB reports for fiscal years ending June 30, 2024, and June 30, 2025.<sup>1</sup>

The **data request** will include a file for gathering the employee data, premiums and claims data, and a questionnaire to confirm benefit eligibility and amounts, recent benefits paid and copies of some documentation, including OPEB information reported in the prior financial statements.

The **valuation process** will include development and recognition of the "explicit subsidy" liability relating to direct payments of a portion of the PEBP retirees' premiums. We will also value the projected "implicit subsidy" OPEB liability, which refers to the amount by which retiree claims are projected to exceed the premium rates charged for retiree coverage in the City plans.

**Timing and fees:** We expect to complete the draft FYE 2024 reports within 40-45 days after receipt of all requested data. If results are needed by a specific date, please let us know so we can see if we can modify the timing. The FYE 2025 reports should be completed 20 days after receiving the requested year-end data. The proposed fees are shown on the next page.

If you are comfortable with the project as outlined and the fees quoted, please return a signed dated copy back to us by email. We appreciate the opportunity to work with you and the City on this assignment and look forward to hearing back from you.

Cordially,



Catherine L. MacLeod, FSA, FCA, EA, MAAA  
Principal & Consulting Actuary

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<sup>1</sup> If there are material changes to benefits or members covered prior to 6/30/25, an updated valuation may be needed for FYE 2025.



## Professional Service Fees for This Project

**June 2024 Actuarial Valuation and combined PEBP/City Plan GASB 75 report for FYE 2024: \$6,200**  
*Measurement Date: 6/30/2024*

This fee includes analysis of the explicit subsidy liability (PEBP only) *plus* the implicit subsidy liability (City plan only). A combined report for both plans will be prepared, though with separate subtotals by plan, reflecting the City's current OPEB funding policy for the fiscal year ending June 30, 2022. Fees above include telephone conferences, as needed, to review valuation and report results with the City.

**Combined GASB 75 Report (roll forward) for FYE June 30, 2025: \$2,775**  
*Measurement Date: 6/30/2025; Valuation Date: June 30, 2024*

Assuming no material changes in plan members, plan benefits or in the OPEB funding policy, we will "roll forward" the results of the June 2024 valuation using an appropriate discount rate to develop the information required for GASB 75 financial reporting at fiscal year end June 30, 2025.

**Out-of-Scope Services:** The following are examples of work beyond the actuarial valuation and GASB 75 reports that we would consider out-of-scope and may result in additional fees:

Breakout of results by subgroups (other than between PEBP and the City plan); 2) required data analysis in excess of 6 hours; 3) prefunding illustrations; 4) material changes to benefits or eligible members; 5) in person meetings or presentations; 6) auditor assistance in excess of 1 hour each year; 7) any crossover tests if the City should begin prefunding; 8) consulting or actuarial projections relating to possible plan redesign, experience studies or long-term forecasting.

Should out-of-scope services be needed, our current hourly rates are:

Consultant	2022 Hourly Rates
Senior Actuarial Consultants	\$375
Actuarial Consultants	295-350
Actuarial Analysts	160-275
Administrative Staff	110-135

If the City accepts the fees and terms described above, please sign and date below.

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Oshinski & Forsberg, Ltd.

ATTORNEYS AT LAW

December 29, 2023

Robert Switzer  
Yerington City Manager  
City Hall & Municipal Court  
14 E. Goldfield Avenue  
Yerington, NV 89447  
*Manager@yerington.net*

**Re: Legal Services Engagement Letter and Fee Agreement**

Dear Bob:

On behalf of Oshinski & Forsberg, Ltd., we are grateful for the opportunity to be of continuing assistance to the City of Yerington. Pursuant to our recent conversation, the State Bar Rules and our firm's policy, permit me to set forth in this letter the terms of your retention of our firm. The following information is provided for your review and acceptance.

1. Scope of Engagement. You are retaining this firm to represent the City of Yerington to assist in the negotiation of a collective bargaining agreement with a bargaining unit representing police officers. The firm will also advise and assist on other matters relevant to your goals and needs as they arise from time to time, as well as any additional matters mutually agreed upon between yourself and the firm.

2. Fees and Hourly Rate. Our billing practice is to charge for our services based primarily on the amount of time devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are based upon experience, expertise and standing. Our current regular rates for attorneys range from \$365 to \$400 per hour. Our paralegal and investigator rates are \$100 per hour. My present hourly rate for this engagement is \$365. Any new rates would apply after they are adopted by the firm for services rendered after the effective date of the new rates. Our fees are computed based upon billing periods of one-quarter of an hour, with fractional portions being rounded to the next highest one-quarter. Your monthly statement will reflect the services performed, the time involved and the lawyer who performed the work.

3. Retainer. Based our confidence in the soundness of the City and our prior relationship, we will not require a retainer.

4. Disbursements. The performance of legal services may involve costs and expenses that you will either pay directly or for which you will reimburse us. In the normal course of our

504 E. Musser Street, Ste. 202 | Carson City, NV 89701 | [www.OshinskiForsberg.com](http://www.OshinskiForsberg.com)

T: 775.301.4250 | F: 775.301.4251

work, we don't bill clients for smaller expense items, such as telephone, postage, copying charges and administrative time. However, filing fees, recording fees, messenger services, service of process, court fees, and field expenses (i.e., mileage, meals, parking, lodging, etc.), will be charged and itemized on your statement. In circumstances involving any substantial expenditure of outside vendors (such as depositions, exhibit preparation or air fare), or substantial costs such as extended field expenses or jury fees, we will require that those sums be advanced to us before we expend them or we may require that they be paid directly to the vendor.

5. Monthly Statements and Payment Terms. Our practice is to send a monthly statement for services rendered during the previous month and for disbursements incurred for our client's account. Our fee structure is based upon the premise that all statements are due and payable upon receipt. All funds received shall be first credited to any outstanding costs advanced to reimburse the firm for sums paid out on your behalf. Said application shall apply to any account with the firm in which an unpaid cost advance exists, even though you may have various separate accounts or matters with the firm. It is agreed that you will pay the balance of your statement before the 25th day of the month following the date of the statement. If the balance of your statement is not paid before the 25th day of the following month, we will incur additional accounting and financial expenses which are difficult and impractical to determine in advance. Therefore, it is our firm policy that you agree to pay a monthly finance charge of 1 1/2% of the outstanding balance of your bill which is not paid before the 25th day following the date of the statement to offset any additional accounting and financial expenses that we incur as a result of a late payment. This is, however, not an extended credit plan. We reserve the right to withdraw as your attorney for nonpayment of our fees or costs as described above. Furthermore, if it becomes necessary to institute a collection action to recover unpaid fees and/or costs, you agree to pay reasonable attorneys' fees and court costs.

We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and the disbursements charged for those services. Therefore, upon receiving a monthly statement, you should call me if you have any questions or concerns about the bill. It is always best to review these matters while they are fresh in both our minds to avoid any unnecessary confusion. If you object only to a portion of a statement, we ask that you pay the remainder, which will not constitute a waiver of your objections.

6. Document Storage Policy. The firm's policy with regard to documents and other materials in our possession at the conclusion of a matter is to maintain them in storage for a period of at least two (2) years, or in accordance with the applicable provisions of the Nevada State Bar Association, whichever is longer. All documents and other materials in our file will then be destroyed or discarded without further notice to you. Accordingly, if there are any documents or other materials you wish to have retrieved from your file at the conclusion of this matter, it will be necessary for you to advise us in writing of that request to ensure that such items are not destroyed or discarded.



Robert Switzer  
City Manager  
December 29, 2023  
Page 3

7. Conclusion; Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Fee Agreement, I invite your inquiries. We encourage our clients to inquire about any matter relating to our fee agreements or monthly statements that are in any way unclear or appear unsatisfactory.

If you do not meet your obligation of timely payments under this Agreement, we reserve the right to withdraw from this representation on that basis alone, subject of course, to any required judicial or administrative approvals. This Agreement is also subject to termination by either party upon reasonable notice for any reason. Upon such termination, however, you will remain liable for any unpaid fees and costs.

8. No Guarantee of Result. It is important to understand that in matters such as this we cannot guarantee a specific result. The result and the costs of any lawsuit will be affected by how vigorously it is defended by our opponents, evidence developed by both sides in discovery, the qualities of the judge or jury hearing the case and the law as it exists at the time any determination is made.

9. Future Services. This Fee Agreement will also apply to services rendered for any future matters that we mutually agree will be handled by the firm.

If this letter correctly sets forth your understanding of the initial scope of the services to be rendered to you by Oshinski & Forsberg, Ltd., and if the terms of the engagement are satisfactory, please execute this letter below and return it to us, either by email or facsimile, with the original by regular mail. Please also provide the requested retainer. Upon receipt of a signed copy of this letter and the retainer, we will commence the legal services described above. If the scope of services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please contact me so we can discuss and resolve the matter.

Sincerely,

OSHINSKI & FORSBERG, LTD.

A handwritten signature in black ink, appearing to read 'Mark Forsberg', written over a horizontal line.

MARK FORSBERG, ESQ.

Robert Switzer  
City Manager  
December 29, 2023  
Page 4

The undersigned hereby agrees to the above terms and conditions of retention of Oshinski & Forsberg, Ltd., for the purposes set forth above.

Date: \_\_\_\_\_

CITY OF YERINGTON

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

Its \_\_\_\_\_

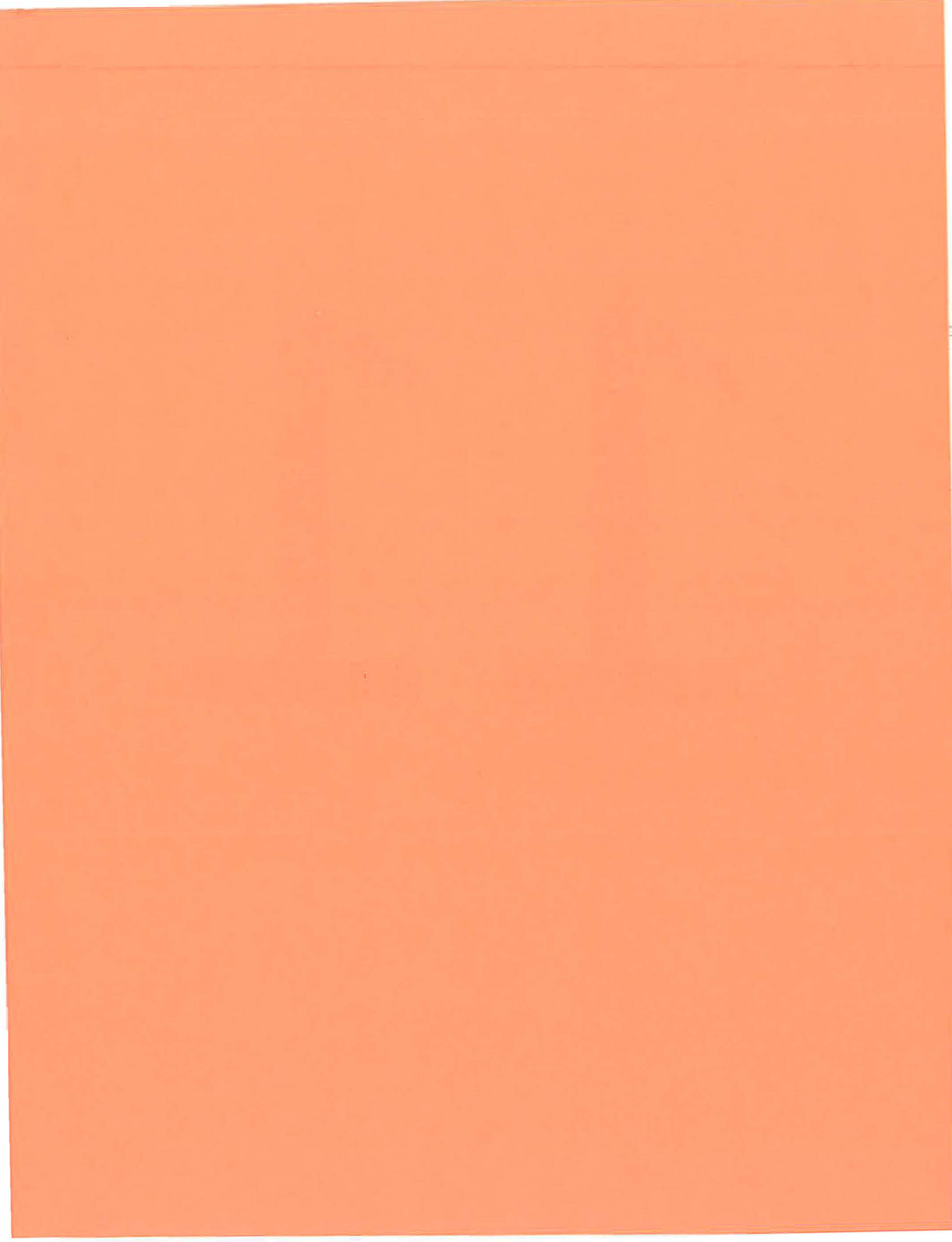
Address for billing purposes:

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11



RESOLUTION NO. 2024-02

A RESOLUTION ADOPTING THE 2023 LYON COUNTY REGIONAL HAZARD MITIGATION PLAN

WHEREAS the City of Yerington recognizes the threat that natural hazards pose to people and property within the City of Yerington; and

WHEREAS the Lyon County has prepared a multi-hazard mitigation plan, hereby known as the 2023 Lyon County Regional Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Lyon County Regional Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Yerington from the impacts of future hazards and disasters; and

WHEREAS adoption by the City of Yerington demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 Lyon County Regional Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE City of Yerington, Nevada, THAT:

Section 1. In accordance with (local rule for adopting resolutions), the City of Yerington adopts the 2023 Lyon County Regional Hazard Mitigation Plan. While content related to the City of Yerington may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Yerington to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of January 2024, by the City Council of City of Yerington.

Ayes: Councilmembers

Nays: None

Absent:

---

John J. Garry, Mayor of the City of Yerington

ATTEST:

---

Sheema D. Shaw, City Clerk

APPROVED AS TO FORM:

---

Charles Zumpft, City Attorney



**BOARD OF COUNTY COMMISSIONERS**  
**LYON COUNTY NEVADA**  
27 South Main Street  
Yerington, Nevada 89447  
Phone: (775)463-6531 Fax: (775)463-6533

**Wes Henderson**, District 1  
**Scott Keller**, District 2  
**Tammy Hendrix**, District 3  
**Robert Jacobson**, District 4  
**Dave Hockaday**, District 5

**Andrew Haskin**  
County Manager

November 20, 2023

Dear Stakeholder,

Beginning Monday, November 20, 2023, Lyon County is requesting stakeholder feedback on the draft 2023 Lyon County Regional Hazard Mitigation Plan, developed in coordination with the City of Fernley, the City of Yerington, the four fire protection districts, Carson Water Subconservancy District, Walker River Irrigation District, and the Mason and Smith Valley Conservation Districts.

The regional hazard mitigation plan a tool for governments and nonprofit agencies to identify priorities and projects that will draw down the risk for future disasters. Additionally, local jurisdictions are required by the Disaster Mitigation Act of 2000 to complete a mitigation plan in order to receive certain non-disaster mitigation funds from the Federal Emergency Management Agency (FEMA).

The draft 2023 Lyon County Regional Hazard Mitigation Plan is available for review on the Lyon County website. Please provide all feedback in writing by emailing [tallison@lyon-county.org](mailto:tallison@lyon-county.org) or mailing to 34 Lakes Blvd., Dayton, Nevada, 89403 Attn: Taylor Allison, Lyon County Emergency Management. **Stakeholder comments will be accepted through Friday, December 8, 2023 at 5:00pm.**

Following the public comment period, the final draft of the plan will be presented to the Board of County Commissioners and governing bodies of all participating entities for formal adoption.

Thank you for your continued partnership in reducing the impacts of disasters on the Lyon County community.

Taylor Allison, MBA  
Emergency /Communications Manager  
Lyon County Office of Emergency Management  
34 Lakes Boulevard, Dayton, NV 89403



Sheema Shaw &lt;sheema@yerington.net&gt;

---

**Re: Steps for Formal Adoption of draft 2023 Lyon County Regional Hazard Mitigation Plan**

2 messages

Jay Flakus &lt;jayf@yerington.net&gt;

Mon, Nov 27, 2023 at 10:31 AM

To: Taylor Allison &lt;tallison@lyon-county.org&gt;

Cc: R S &lt;manager@yerington.net&gt;, Sheema Shaw &lt;sheema@yerington.net&gt;

Hi Taylor,

I will add Shemma and Robert to this email. We may get on the December meeting (we are only having one) I'll let you know when the meeting date is locked in.

Thanks!

Jay

On Tue, Nov 21, 2023 at 12:23 PM Taylor Allison &lt;tallison@lyon-county.org&gt; wrote:

Good afternoon,

You are receiving this email because your agency/organization elected to participate in the 2023 revision to the Lyon County Regional Hazard Mitigation Plan as a "participating jurisdiction", meeting the requirements for a local hazard mitigation plan as required to be eligible for certain FEMA non-disaster mitigation funding (Disaster Mitigation Act of 2000).

The latest version of the draft plan is posted for a public comment and stakeholder feedback (see attached stakeholder letter) on the Lyon County website  
<https://lyon-county.org/1078/Hazard-Mitigation>

This is also an opportunity for each of your agencies to provide feedback on the plan and revisions before it will be agendized for the December 21, 2023 Lyon County Board of County Commissioners for possible adoption.

If your agency would like to be considered for FEMA-approval as a participating jurisdiction, your governing body will also need to adopt the plan. Attached is a sample resolution for adoption that FEMA provides as a template. Signed resolutions are required to be submitted to FEMA as part of the review process.

I am hoping all participating jurisdictions will formally adopt the plan at either your December or January board meetings.

Due to the amount of participating jurisdictions this round, I will not be able to present the plan to all of your governing bodies. Many of your meetings overlap. If you'd like me to present the plan, please reach out as soon as possible to schedule. Otherwise, I am happy to send talking points and my presentation for the BOCC to assist you in the presentation.

Hope you all have a wonderful Thanksgiving holiday.

-Taylor



**OFFICE OF EMERGENCY  
MANAGEMENT**

**Taylor Allison, MBA**

Emergency/Communications Manager  
Lyon County Office of Emergency  
Management

34 Lakes Blvd  
Dayton, Nevada 89403

O: (775) 344-8325

C: (775) 301-7289

**Jay Flakus** <jayf@yerington.net>  
To: Sheema Shaw <sheema@yerington.net>

Mon, Dec 18, 2023 at 9:04 AM

[Quoted text hidden]

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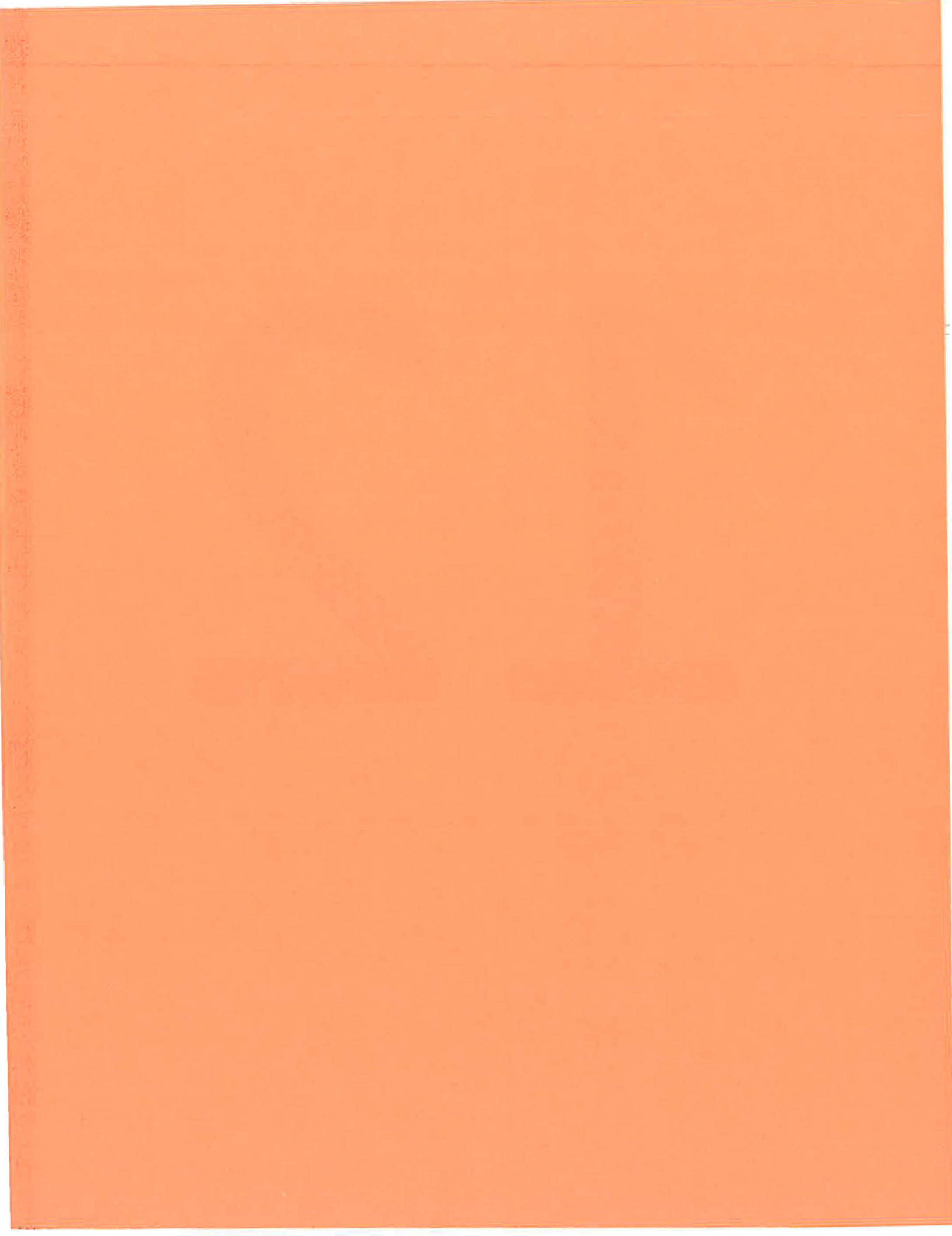
**2 attachments**

 **Lyon Regional HMP 2023 Stakeholder Feedback Letter.pdf**  
434K

 **Sample Adoption Resolution.docx**  
13K



12





# YERINGTON PLANNING COMMISSION

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

## YERINGTON PLANNING COMMISSION MEETING AGENDA DECEMBER 27, 2023 at 4:00 PM – CITY HALL

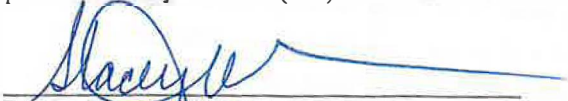
1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken
3. For Possible Action: Review and Approve the Agenda.  
NOTICE RE: NRS 237: When the Planning Commission approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business. Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.
4. For Possible Action: Approve the Planning Commission Minutes of December 4, 2023.
5. For Possible Action and recommendation to the Yerington City Council: Jamie Reizenstein on behalf of LSPI Exchange Corp. is proposing a Special Use Permit application with APN 001-231-25.
6. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken

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

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

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

I, Stacey Larsen, do certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Ave, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at [notice.nv.gov](http://notice.nv.gov) and the City of Yerington website at [www.yerington.net](http://www.yerington.net) on the 21st of December 2023. For questions or supporting materials regarding this agenda, please call Stacey Larsen at (775)463-3511.

  
Stacey Larsen, Planning Commission Secretary

The City of Yerington is an equal opportunity provider

December 4, 2023

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

President Steve Douglas  
Commissioner Elmer Bull  
Commissioner Robert Arigoni  
Commissioner Lacey Parrott via telephone  
City Manager Robert Switzer  
Building Inspector Joel Brown  
Planning Commission Secretary Stacey Larsen

Absent:

Commissioner Travis Crowder  
Commissioner Eric Bodenstein  
City Clerk Sheema D. Shaw  
Attorney Chuck Zumpft

Guests:

Eric Anderson from Bighorn Consulting Engineers, Inc.  
John Mattice from Prime West Construction  
Michelle Smith

Agenda Approval

Commissioner Arigoni made a motion to approve the agenda for the December 4, 2023 meeting as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Minutes of October 25, 2023 meeting

Commissioner Arigoni made a motion to approve the minutes for the October 25, 2023 meeting as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

**Special Use Permit–Eric Anderson with Bighorn Consulting Engineers, Inc. on behalf of Desert Pearl Farms, LLC is proposing a special use permit application APN 001-681-07.**

Eric Anderson with Bighorn Consulting Engineers, Inc. addressed the commissioners on behalf of Desert Pearl Farms and Peri and Sons Farms for a special use permit for agricultural farm labor housing to include cooking facilities. He stated they are proposing four new farm labor housing kitchen buildings. Each new kitchen building will be about 7,875 square feet and will contain 28 individual kitchenettes and a dining hall area. He stated that they are not commercial kitchens, they are residential kitchens. Each kitchenette will have an electric stove top, two compartment sinks, some shelves and cabinets and a

refrigerator. He stated the entire project is on a 78-acre parcel and will use about five acres to construct the kitchen buildings.

Commissioner Bull asked if this is going to be located in the same area as the existing buildings that are already built on the 78-acre parcel. John Mattice with Peri and Sons Farms stated yes. Commissioner Bull asked if the existing buildings have cooking facilities in them and John Mattice stated that the membrane structures do not have kitchens but the rest of the facilities, the block units and stucco units do have kitchens. John Mattice stated that they are accommodating the membrane structure units with the right number of kitchens needed for the laborers living in the membrane structures.

President Douglas and City Manager Switzer had a discussion on the special use permit process. President Douglas believes there is a special use permit in place for this parcel for labor use housing. President Douglas asked if this would be an addendum or is this a new special use permit. He stated we could make this permit a subsection of the special use permit already in place or we could let it be a stand-alone special use permit. City Manager Switzer stated that special use permits are on a stated objected piece of property for a specific single use project.

President Douglas stated this will now have to go through the building department and NDEP. He stated that he sees that NDEP has already approved and Eric Anderson stated yes. President Douglas stated he wants to make sure we put in our special use requirements that it's only allowable for the workers and not to be used to host big parties. John Mattice stated it will only be occupied for two and a half months out of the year. Commissioner Bull asked if they will not be occupied the other 9 ½ months. John Mattice stated yes.

President Douglas asked Commissioner Parrott if the fire department has any concerns and Commissioner Parrott stated no. John Mattice stated they have put up a fire wall.

**Special Use Permit-Eric Anderson with Bighorn Consulting Engineers, Inc. on behalf of Desert Pearl Farms, LLC is proposing a special use permit APN 001-681-07.**

Commissioner Bull made a motion to approve the special use permit for APN 001-681-07 submitted by Desert Pearl Farms, LLC as presented, Commissioner Arigoni seconded the motion. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

---

Steve Douglas  
Planning Commissioner President

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Stacey Larsen  
Planning Commission Secretary



**SPECIAL USE PERMIT APPLICATION  
CITY OF YERINGTON  
14 E. GOLDFIELD AVENUE  
YERINGTON, NV 89447  
(775)463-3511**

Applicant: Tamie Reizenstein Owner: USPI Exchange Corp  
Address: 200 Desmore Ln Address: 20 S. SANTA CRUZ AVE #304  
City/State/Zip: Yerington NV 89447 City/State/Zip: LOS ANGELES CA 90030  
Telephone: 775-790-4458 Telephone: 408-395-7296

**LEGAL DESCRIPTION OF PROPERTY**

Assessor's Parcel Number: 001-231-25  
If within a Subdivision, Name: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
Street Address of Property: 861 W Bridge ST  
Area of Property (Sq. Ft.): 13116.00 Deed Restrictions: Yes [ ] No [ ☒ ]  
(If yes, copy attached)  
Existing Zoning District C1 Ordinance Section Proposed: \_\_\_\_\_  
Explanation of Request: Build & OPERATE mini STORAGE Facility.

**REQUIRED ITEMS FOR APPLICATIONS**

1. Plot Plan: Drawn to scale showing property size, locations of existing buildings and proposed buildings, abutting streets and alleys, driveways and property ownerships within 300 feet of the exterior boundaries of the subject property.
2. One Plot set to be a minimum size of eleven inches by seventeen inches (11" x 17")
3. Application Fee: The fee shall be \$1,500.00 payable at the time of filing the application.  
Non-refundable.
4. City staff will procure a list of names and addresses of property owners within 300 feet of the property listed above and mail notices to all names on the list.
5. Property Tax: Showing taxes are paid current on subject property.

Any person seeking issuance of a Permit shall file a request and shall present evidence to the Planning Commission as defined by all the following:

1. That the use is necessary to the public health, convenience, safety and welfare and to the promotion of the general good of the community, and;
2. That the use of the property for such purposes will not result in material damage or prejudice to other property in the vicinity, and;
3. That all owners of real property within 300 feet of the exterior limits of the property involved, as shown on the latest Assessor's ownership maps, have been notified of the intended use of such property and proposed construction or alteration of any building.

#### Owner's Certificate

I \_\_\_\_\_, Owner in fee of the described property, state that this

application for a Special Use Permit has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

\_\_\_\_\_  
Signature of Owner

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

#### Applicant's Certificate

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

Erin Christoff  
Signature of Applicant

State of Nevada )  
County of Lyon )

Subscribed and sworn to before me this 1<sup>st</sup> day of November, 2023.

Erin Christoff  
Notary Public





Recording Requested by:  
LSPI Exchange Corp.  
and when recorded mail to:

LSPI Exchange Corp.  
20 South Santa Cruz Avenue, Suite 304  
Los Gatos, California 95030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**POWER OF ATTORNEY (Specific)**

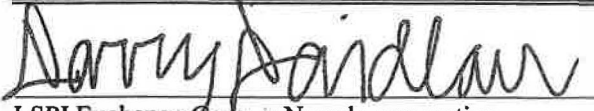
**BY THIS POWER OF ATTORNEY** LSPI EXCHANGE CORP. ("Principal"), does hereby appoint Jamie R. Reizenstein as it's true and lawful attorney. In Principal's name and for Principal's use and benefit, said attorney is authorized hereby:

- (1) to demand, sue for, collect and receive all money debts, accounts, rents, lease payments, refunds, rebates and compensation as are now or shall hereafter become due, payable, or belonging to Principal as a result of the operations and ownership of 861 West Bridge Street, Yerington, Nevada (hereafter known as "REPLACEMENT PROPERTY") and to take all lawful means for the recovery thereof and to compromise the same and give discharges for the same;
- (2) to pay all debts, accounts, payments and obligations arising from the ownership by Principal of REPLACEMENT PROPERTY;
- (3) to execute, acknowledge and deliver purchase and sale agreements (excluding contracts for deed / land sales contracts), construction agreements, leases, covenants, assignments of agreements, pull business licenses, and pull construction permits for property alterations and improvements.

**THIS POWER OF ATTORNEY IS LIMITED TO ONLY THOSE MATTERS WHICH PERTAIN TO THE MANAGEMENT, OPERATION, AND IMPROVEMENT OF THE REPLACEMENT PROPERTY.**

Giving and Granting to said attorney the power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as fully to all intents and purposes as Principal might or could do if personally present.

All that said attorney shall lawfully do or cause to be done under the authority of this Specific Power of Attorney is expressly approved.

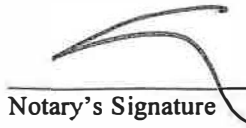
  
LSPI Exchange Corp., a Nevada corporation

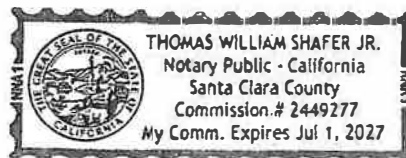
Dated October 30, 2023

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) SS.

On NOVEMBER 3, 2023 before me, THOMAS WILLIAM SHAFER JR., a Notary Public in and for said County and State, personally appeared LARRY LAIDLAW

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

  
Notary's Signature





# AFFIDAVIT

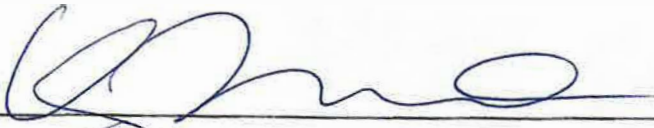
## PROPERTY TAX:

I, Virginia Montoya, hereby  
certify that all required property taxes are currently paid on Assessor's Parcel

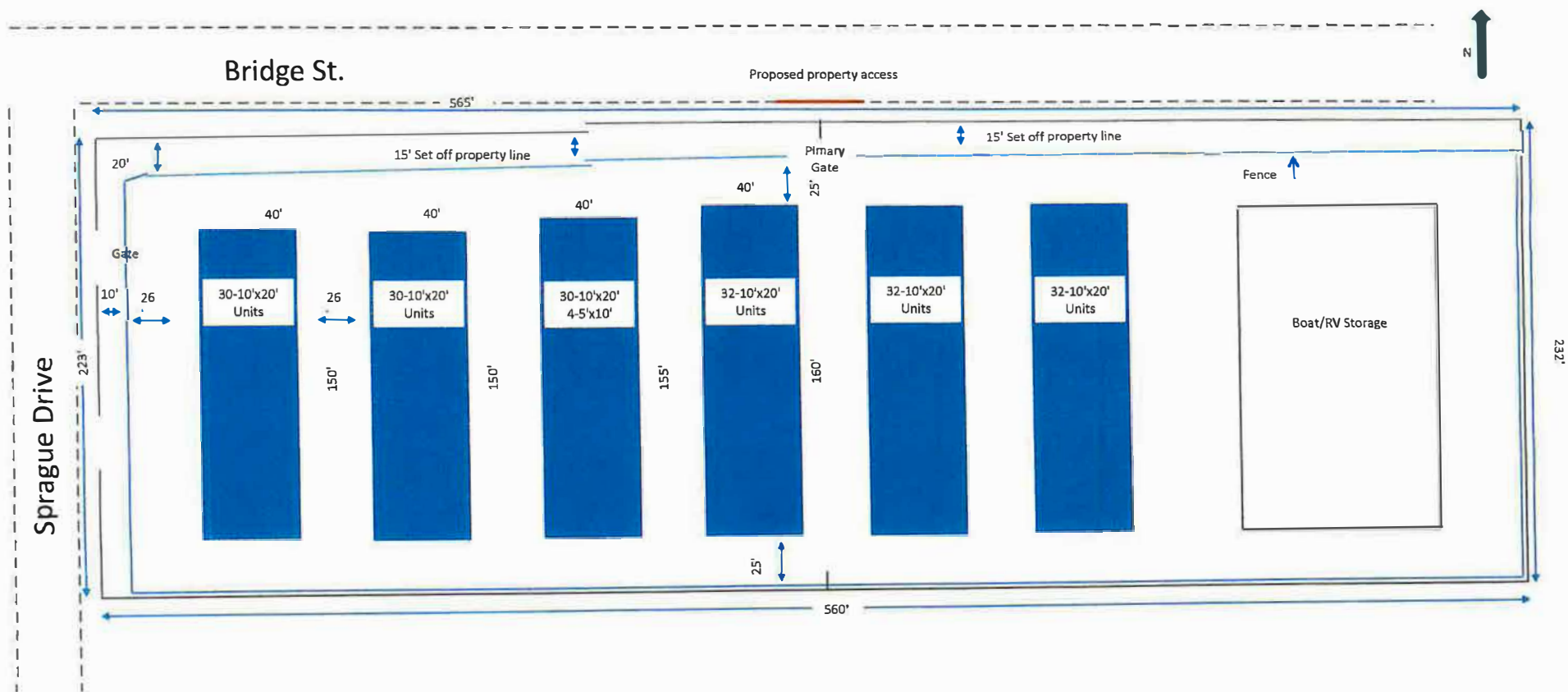
Number(s):

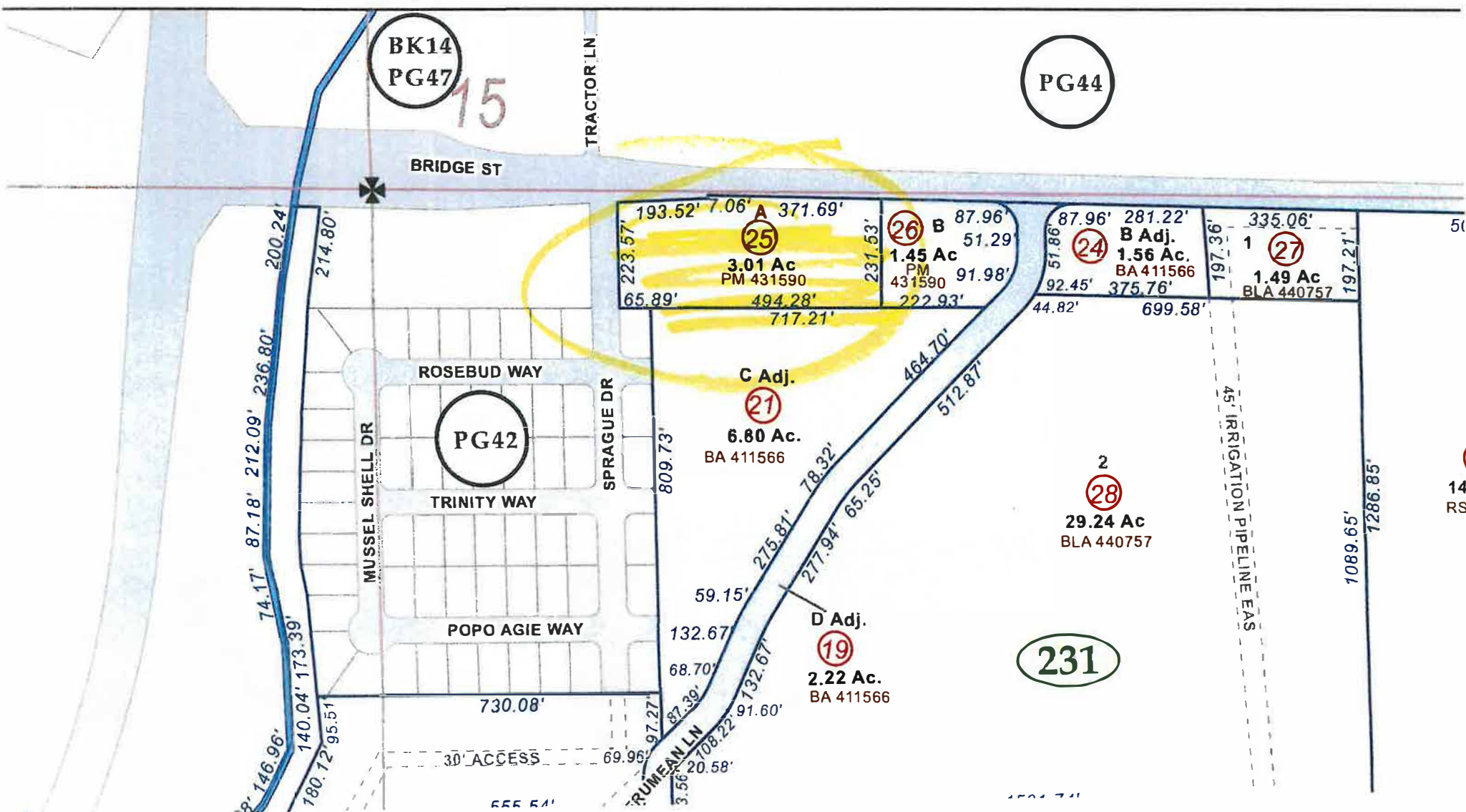
- 001-231-25
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Dated this 1<sup>st</sup> day of November, 20 23

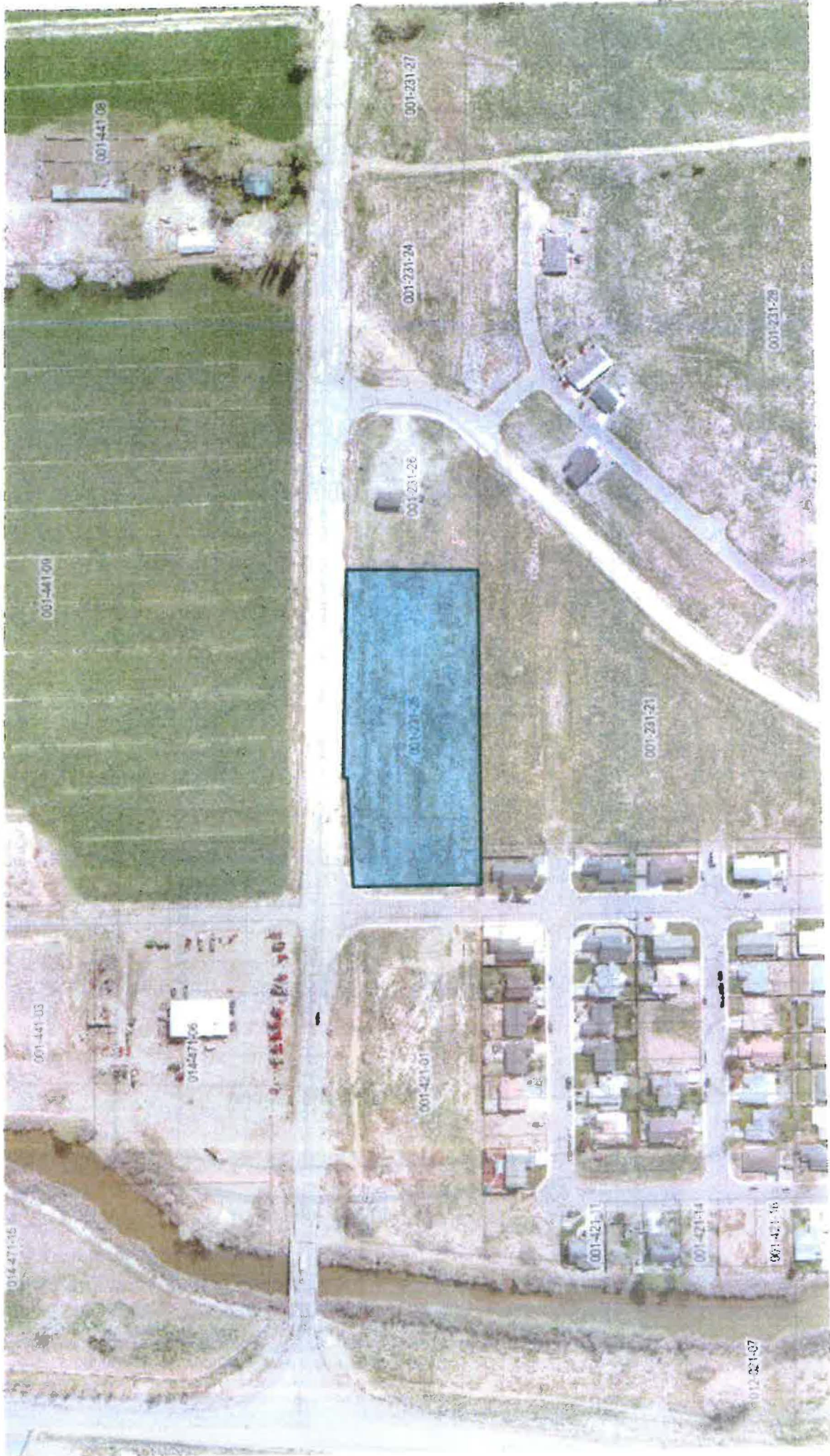
  
\_\_\_\_\_  
Deputy Clerk

Proposed Plot Plan for 861 W Bridge St.  
Mini Storage  
Future Full Build Out  
APN 001-231-25  
State Route 340









001-421-15

001-441-03

014277026

01-421-01

001-421-01

001-421-11

001-421-14

001-421-16

001-441-08

001-441-08

001-231-25

001-231-24

001-231-27

001-231-28

001-231-21

001-231-23

001-231-07

480 square feet around APN 001-231-25

Jessica Moore  
409 Sprague Dr  
Yerington, NV 89447

John Temean  
1016 Trinity Way  
Yerington, NV 89447

Heriberto & Judith Tovar  
402 Sprague Dr  
Yerington, NV 89447

Ruben Rodarte-Castro & Marla Mendoza  
1013 Rosebud Way  
Yerington, NV 89447

Mark & Cindy Bridges  
1009 Rosebud Way  
Yerington, NV 89447

Selina Queior-Belt & Jean Cota  
396 Sprague Dr  
Yerington, NV 89447

Robert & Michelle Smith  
19 Borsini Ln  
Yerington, NV 89447

Phnug Bui & Huyen Nguyen  
7750 Fowler Ave  
Yerington, NV 89447

Barbara Smith  
P.O. Box 119  
Yerington, NV 89447

Steven & Laura Tomas  
13 Nordyke Rd  
Yerington, NV 89447

Joseph & Karen Roberge  
1004 Trinity Way  
Yerington, NV 89447

Omar Lopez  
1001 Rosebud Way  
Yerington, NV 89447

Ruth Ann Neal  
1024 Rosebud Way  
Yerington, NV 89447

Shane Wake  
5185 Buffalo Dr  
Stagecoach, NV 89429

Louise Littlejohn  
397 Sprague Dr  
Yerington, NV 89447

Jana Cox  
1004 Rosebud Way  
Yerington, NV 89447

Quail Run, LTD  
220 Sheridan Creek Ct  
Gardnerville, NV 89460

Snyder Livestock Co., Inc.  
P.O. Box 550  
Yerington, NV 89447

**Pony Express Manufactured Homes, LLC**  
**417 Silver Star Ct**  
**Yerington, NV 89447**

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## Memo for Re-assignment of lease, Hangar #600

Chris Mathew's owner of hangar #600 has sold his hangar to Jeffery Marconet, Aviation Properties, L.L.C.

Attached is a copy the re-assignment of lease, document was signed and notarized by both parties.

Attached is a copy of the original lease for your reference

Lease is set to expire on June 30<sup>th</sup>, 2050.

Thank you for your assistance in this matter.



Guadalupe Montes-Meza  
Deputy Clerk



RE-ASSIGNMENT OF LEASE

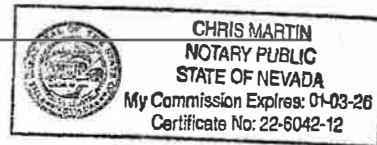
COMES NOW Chris Mathews, Lessee of that certain lease entered into with the City of Yerington, Hanger Lease #600, and pursuant to Section 19 thereof, hereby assign all rights under said lease to Jeffrey Marconet effective upon approval of City Council.

Chris Mathews  
Chris Mathews, Mathews Aviation

STATE NEVADA       )  
                                  ) ss.  
COUNTY OF LYON    )

On December 6<sup>th</sup>, 2023, before me, Chris Martin a notary public, personally appeared Chris Mathews and, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument and who acknowledged that he/she/they executed the instrument.

Chris Martin  
Notary Public



ACCEPTANCE

I/we Jeffrey Marconet, Aviation Properties, L.L.C, as assignee(s), hereby accept the foregoing assignment and agree to be bound by the lease terms as though set forth in full herein. I/we further accept the terms set forth in the City's Acceptance of Assignment set forth below.

Jeffrey Marconet  
Jeffrey Marconet, Aviation Properties, L.L.C

STATE NEVADA       )  
                                  ) ss.  
COUNTY OF LYON    )

On December 12, 2023, before me, a notary public, personally appeared

Jeffrey Marconet, Aviation Properties, L.L.C, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

Notary Public

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

SEE ATTACHED  
NOTARY CERTIFI-  
CATE

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

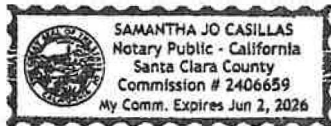
Santa Clara }

On December 12<sup>th</sup>, 2023 before me, Samantha Jo Casillas (notary public)  
Date Here Insert Name and Title of the Officer

personally appeared

Jeffrey Marconet  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

S. Casillas

Place Notary Seal and/or Stamp Above

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document:

Re-Assignment of Lease

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Trustee

☐ Guardian or Conservator

☐ Other:

☐ Other:

Signer is Representing:

Signer is Representing:

# Aviation Properties, LLC

600 Airport Way Yerington, NV 89447 (408) 394-2801

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12/18/2023

City of Yerington  
14 Joe Parr Way  
Yerington, CA 89447  
RE: Re-Assignment of Lease 600 Airport Way

Dear Guadalupe,

Please find the enclosed Re-Assignment of Lease paperwork for 600 Airport Way. These documents have been notarized.

If you have any question or need more information, please contact Chris Mathews.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff M. Marconet", with a long, sweeping horizontal stroke extending to the right.

Jeff Marconet  
Aviation Properties

**RE-ASSIGNMENT OF LEASE**

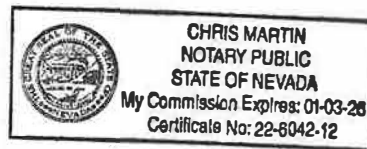
COMES NOW Chris Mathews, Lessee of that certain lease entered into with the City of Yerington, Hanger Lease #600, and pursuant to Section 19 thereof, hereby assign all rights under said lease to Jeffrey Marconet effective upon approval of City Council.

Chris Mathews  
Chris Mathews, Mathews Aviation

STATE NEVADA       )  
                                  ) ss.  
COUNTY OF LYON    )

On December 6<sup>th</sup>, 2023, before me, Chris Martin a notary public, personally appeared Chris Mathews and \_\_\_\_\_, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument and who acknowledged that he/~~she/they~~ executed the instrument.

Chris Martin  
Notary Public



**ACCEPTANCE**

I/we Jeffrey Marconet, Aviation Properties, L.L.C, as assignee(s), hereby accept the foregoing assignment and agree to be bound by the lease terms as though set forth in full herein. I/we further accept the terms set forth in the City's Acceptance of Assignment set forth below.

\_\_\_\_\_  
Jeffrey Marconet, Aviation Properties, L.L.C

STATE NEVADA       )  
                                  ) ss.  
COUNTY OF LYON    )

On \_\_\_\_\_, 20\_\_, before me, a notary public, personally appeared

Jeffrey Marconet, Aviation Properties, L.L.C , personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

\_\_\_\_\_  
Notary Public

### APPROVAL OF RE-ASSIGNMENT

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

\_\_\_\_\_, Mayor

ATTEST: \_\_\_\_\_

F:\UI\GENERAL CLIENTS\Yerington\Hanger Lease\Assignment of Lease.doc





## HANGAR LEASE

THIS INDENTURE, made this 1st day of JULY, 2000, by and between the CITY OF YERINGTON, a municipal corporation, of the County of Lyon, State of Nevada, the party of the first part, hereinafter called Lessor, and Matthews Aviation, 2743 Stewart Avenue. Minden. Nevada 89423, Hangar No. 600, the party of the second part, hereinafter called Lessee;

### W I T N E S S E T H:

FIRST: The Lessor, for and in consideration of the rents hereinafter reserved, and of the covenants and agreements herein contained on the part of the Lessee to be kept and performed, has demised and leased, and does by these presents demise and lease, unto the said lessee, all those premises located in the City of Yerington, County of Lyon, State of Nevada, known and described as follows:

See Exhibit "A" (Plat) and "B" (Legal Description) attached hereto and incorporated by reference herein.

To have and to hold the same, with the appurtenances, unto the said Lessee for a period of FIFTY (50) years, commencing on the 1ST day of July 2000 unless said term shall be sooner terminated as herein provided, the Lessee yielding possession and agreeing to pay rental and other charges therefor as hereinafter provided. A Lease

Extension beyond fifty (50) years will not be unreasonably withheld upon request by the Lessee to the City sixty (60) days prior to expiration hereof.

SECOND: The Lessee, in consideration of the demising and leasing of said premises by the Lessor, hereby covenants and agrees to pay to said Lessor, as rent for said demised premises, per the following schedule:

Lessee shall pay an amount equivalent to Eleven Cents (\$.11) per square foot of leased space utilized by Lessee and shown and described in Exhibit "A" & "B" with an annual cost of living increase of Two and One Half Percent (2 1/2%). Said rental is to be paid monthly in advance on or before the 1<sup>st</sup> day of each and every month of said term with no increase the first five-(5) years. Lease payments will commence January 1, 2001. Lessee shall construct site improvements on the premises in Exhibit A within one year from the beginning date of this lease unless otherwise extended by the City Council.

THIRD: Lessee shall conduct Fixed Base Operations on the lease premises under the accepted definition of said term and shall meet at least minimum FBO standards as suggested by the City. The approved aviation commercial activities which the Lessee may undertake shall be limited to: aircraft painting and the maintenance and overhauling of aircraft, aircraft engines, and aircraft equipment and other related aircraft activities. Lessee covenants that in no event shall Lessee do any act, or omit to do any act, which shall result in any lien, or claim being made, or remaining of record, against

the land or against the City of Yerington.

FOURTH: Notwithstanding any other term and condition of this Lease, and any and all other improvements installed upon the real property shown and described in Exhibit A and B attached hereto, shall be and remain personal property, and not real property affixed to the land, and the personal property of the Lessee. The Lessee shall have the right to remove the buildings and personal property from the premises at the expiration of the Lease or upon SIXTY (60) days' written notice if the Lease terminates prior to the expiration of the Lease term. Failure to remove such buildings at expiration of this Lease or within such SIXTY (60) day period, such buildings and other improvements shall be deemed abandoned and shall become the property of Lessor.

FIFTH: The Lessee further agrees and covenants that any building or buildings hereafter built upon said demised premises, shall be constructed and maintained in compliance with the laws of the State of Nevada and of the City of Yerington, and the fire and health ordinances and regulations of the City of Yerington, and shall be built under the inspection and subject to the lawful requirements of the building department.

SIXTH: The Lessee shall be notified by the City if any business entity proposes to occupy City property referred to as FBO Expansion area as illustrated on Exhibit "B". Lessee shall have the first right of refusal to compete with any and all parties interested in occupying this expansion area at the prevailing lease rate.

SEVENTH: The following coverage shall be required and shall be obtained and

effective the beginning date of this lease. The Lessee hereby expressly assumes full responsibility for all damages and injury which may result to any person or persons, or to adjoining property, by reason of the excavation for and erection, construction and maintenance of any building or buildings, and agrees and covenants to hold the Lessor harmless from any such claim or claims; and to that end, said Lessee agrees to take out, or cause to be taken out, adequate personal injury, liability, casualty, and fire insurance, but at any rate, no less than One Million Dollars (\$1,000,000.00) coverage, as necessary to comply with the provisions of the laws of the United States, State of Nevada, or the City of Yerington, whenever proper during the construction, reconstruction, operation, utilization or alteration of any such building or buildings. The City of Yerington shall be named as additional insured with proof of coverage supplied to the city with this lease.

EIGHTH: The Lessee further agrees and covenants that he will, at his own expense, keep and maintain such building and every building which may hereafter be erected on said demised premises during the term of this Lease, and all appurtenances thereunder belonging or appertaining thereto, in good and substantial repair and in a clean and sanitary condition, and will always keep and maintain said demised premises, and every building hereafter to be erected thereon during said term, in conformity to and in compliance with all laws, ordinances, rules and regulations of the State and City authorities having jurisdiction thereof; and the Lessee agrees and covenants that he will not use, commit, permit or suffer any violation of such laws, ordinances, rules and

regulations and will protect, indemnify, and forever save and keep harmless the Lessor from and against any penalty, fine, damage, expense or charge imposed, assessed or incurred for any violation or breach of any such laws, ordinance, rules regulations occasioned by the act, neglect or omission of the Lessee, or by an occupant of said demised premises, and will also protect and indemnify and forever save and keep harmless the Lessor from and against any loss, cost, damage and expense, including reasonable attorney and counsel fees occasioned by or arising out of any breach or default in the performance and observance of any of the provisions, conditions, covenants and stipulations of this Lease, or occasioned by or arising out of any accident, wrong, or other occurrence causing or inflicting injury or damage to any person whomsoever, or whatsoever, happening or done in or about or upon said demised premises, or due, directly or indirectly, to the use and occupation of said demised premises or the construction of a building or other improvements thereon by the Lessee.

The Lessee further covenants and agrees that the Lessor, or its agents, may, at all reasonable times and during all reasonable hours, have a free access to said demised premises and through any building that may at any time be thereon, or any part thereof, when accompanied by and in the presence of the Lessee, for the purpose of examining or inspecting the conditions thereof or of the exercising any right or power reserved to the Lessor under the terms and provisions of this Lease.

The Lessee further covenants and agrees that he will be responsible for and pay

for all taxes on the improvements.

The Lessee further covenants and agrees that he will not do, or permit to be done, in, to or upon said premises, any act or thing which will invalidate any insurance upon or about, or in any manner pertaining to said building hereafter erected thereon, and further, the Lessee will not permit any building or improvement to be put, kept or maintained on said premises in such condition or so occupied that the same will not be insurable.

NINTH: The Lessee further covenants and agrees to and will Lessor that he will not assign or sublet this Lease, or any interest therein, without first having obtained the written consent of the Lessor; such consent shall not be unreasonably withheld. If the Lessor has not made any written objections within FORTY-FIVE (45) working days after having been informed of assignment or sublease, such failure to object shall be deemed an approval of the assignment or sublease.

TENTH: The Lessor hereby covenants and agrees that the Lessee, paying said rent in the manner aforesaid performing the other covenants, terms and conditions of this Lease on the part of the said Lessee to be kept and performed, may and shall have the right, at all times during the term of this Lease, to quietly and peacefully hold, possess, use, occupy, and enjoy said leased land and premises and all improvements which may from time to time be placed thereof under and by virtue of this Lease.

ELEVENTH: In the event the Lessee, his successors or assigns, default in the payment of the rent due to said lessor as herein provided, and such default shall

continue for THIRTY (30) days after notice thereof in writing to the Lessee, his successors or assigns, or if default other than in the payment of said rent shall be made in the agreements, stipulations and covenants, or any of them herein contained to be kept, observed, performed or fulfilled by the Lessee, his successors or assigns, and said default shall continue for THIRTY (30) days after notice thereof in writing to said Lessee, his successors or assigns, then and in either of any such events, it shall or may be lawful for the Lessor, at its election, to declare the said term ended and the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the said Lessee and every other person in or upon the said premises, or any part thereof, to expel, remove and put out, using such force as may be necessary in doing so, and the premises again to repossess and enjoy as in its first and former estate, without prejudice to any rights or remedies, whether by statute or common law, which might be used for recovering arrears in rent or for breach of any term, covenant or condition of this Lease, and such entry or repossession, or such expulsion or removal, whether by direct act of said Lessor or through the medium of legal proceedings for that purpose instituted, shall not terminate this Lease, except at the election of said Lessor, nor release the Lessee from any liability for the payment of any rent stipulated to be paid by this Lease or the performance or fulfillment of any other conditions or covenants herein contained.

TWELFTH: Lessee, for himself, his personal representatives, successors in

interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of disability, race, color or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of disability, race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A., Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any other applicable Federal, State or local laws or regulations and as said laws and Regulations may be amended.

THIRTEENTH: That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease. However, such termination may only be after TEN (10) days' written notice of the charges and a hearing by Lessor, and further, such re-entry and repossession shall only be as provided by law.

FOURTEENTH: Lessee shall furnish its accommodations and/or services on a fair, equal and non-unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided,



however, that the Lessee may be allowed to make reasonable nondiscriminatory discounts, rebates or other similar types of price reduction to volume purchases.

FIFTEENTH: Non-compliance with Section Fourteenth above shall constitute a material breach thereof and in the event of such non-compliance, the Lessor shall have the right to terminate this Lease with liability therefor or at the election of the Lessor or the United States, and either or both of said governments shall have the right to judicially enforce Sections Twelve, Thirteen and Fourteen herein.

SIXTEENTH: Lessee agrees to insert the above FOUR (4) Sections in any Lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

SEVENTEENTH: Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

EIGHTEENTH: Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

NINETEENTH: This Lease shall be subordinate to the provisions and requirements of any existing or future Agreement between the Lessor and the United States, relative to the development, operation or maintenance of the airport, provided

that any such Agreement that affects Lessee directly shall not be entered into without advance notice and substantial prior consultation with Lessee.

TWENTIETH: Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

TWENTY-FIRST: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

TWENTY-SECOND: This Lease and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

TWENTY-THIRD: If, for any reason, the airport is closed by the city, the Lease shall be terminated and the Lessee, at his expense, will be allowed NINETY (90) days to remove any structures he has erected on the leased premises.

TWENTY-FOURTH: The Lessee further covenants and agrees to and with the Lessor that in the case the said Lessor shall, without any fault on its part, be made a party to any litigation commenced by or against said Lessee, then the Lessee shall and

will pay costs and reasonable attorney fees incurred by or imposed upon the said Lessor by or in connection with such litigation; and the Lessee will pay all costs and reasonable attorney fees which may be incurred or paid by the Lessor in enforcing the covenants and agreements of this Lease.

TWENTY-FIFTH: It is mutually understood and agreed by and between the parties hereto that the various rights and remedies herein contained and reserved to the Lessor shall not be considered as exclusive of any other right or remedy, but the same shall be construed as cumulative, and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute.

TWENTY-SIXTH: The Lessor and Lessee further covenant and agree that each of the expressions, admissions, agreements, requirements, and obligations of this Lease shall extend to and bind or inure to the benefit of not only the parties hereto, but to each and every one of the heirs, executors, administrators, representatives, successors and assigns of the Lessor and Lessee; and further, that whenever in this Lease reference to either the Lessor and Lessee hereto is made, such reference shall be deemed and construed to include, whenever applicable, also a reference to the heirs, executors, administrators, representatives, successors and assigns of such party the same as if in every case expressed, and all of the stipulations, admissions, agreements, conditions and covenants running with the land.

TWENTY-SEVENTH: The Lessor agrees to compensate Lessee for moving

expenses if the Lessor, for its convenience, requires that the Lessee be moved to another location. If a move is required of Lessor because the State of Nevada, Federal Aviation Administration or County of Lyon requires said move, said expenses to be that of the Lessee.

TWENTY-EIGHTH: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation regulation and taking over of said airport by the United States during the time of war or national emergency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above-written.

CITY OF YERINGTON, LESSOR

BY: \_\_\_\_\_

  
MAYOR

ATTEST:

  
CITY CLERK

LESSEE NAME: Matthews Aviation

SIGNATURE: \_\_\_\_\_

  
Christopher T. Matthews

Date: \_\_\_\_\_



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**Yerington Municipal Court**  
14 East Goldfield Ave, Yerington NV 89447  
PHONE: 775-463-3511 Website: [www.yerington.net](http://www.yerington.net)

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December 8, 2023

John Garry, Mayor  
City of Yerington  
Yerington, Nevada

Re: Court View II Court Case Management System

Dear Mayor Garry:

The Administrative Office of the Court (AOC) presented the Court View II case management system (CMS) to myself, Lupe, and Sheema. This is an AOC sponsored court management system specifically to address needs of the Nevada Courts. The CMS will automatically generate state mandated reports for financial and statistical purposes. It also submits required reports to DMV and Department of Public Safety. The reports generated by the CMS will save substantial court time and expenses in addition to increasing accuracy in reporting.

The cost of the CMS system will be \$2,500.00 annually for one user plus the Judge. An additional part-time user will cost \$1,000.00 per year. These costs will include 2 cash receipting positions. There will not be any additional start-up costs. AOC will assist the Municipal Court in converting from Cassel to the new CMS.

The Nevada Supreme Court oversees the AOC. I request that the City of Yerington approve the Municipal Court to implement the Court View II case management system. It is my understanding that a majority of the Nevada courts are utilizing the Court View system. I believe the Yerington Municipal Court and the City of Yerington would benefit by utilizing the Court View II system.

Please advise me what needs to be done to implement this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cheri Emm-Smith', is positioned above the printed name.

Cheri Emm-Smith, Judge  
Yerington Municipal Court

cc: Robert Switzer, City Manager  
Sheema Shaw, City Clerk  
Charles Zumpft, City Attorney  
Amber Putz, [aputz@nvcourts.nv.gov](mailto:aputz@nvcourts.nv.gov)



Supreme Court of Nevada  
MEMORANDUM OF UNDERSTANDING

Between

*Administrative Office of the Courts*

AND

*Yerington Municipal Court*

**Purpose:**

This Memorandum of Understanding (MOU) is established between Administrative Office of the Courts (AOC) and Yerington Municipal Court to formalize their collaboration in the implementation of the Nevada Court System (NCS) project. The purpose of this MOU is to facilitate the acquisition and customization of the CourtView case management system, selected by the NCS project team. The AOC, responsible for providing technical guidance and standardization to Nevada's trial courts, initiated the NCS project to enhance technology in the court system. The Yerington Municipal Court has voluntarily chosen to participate in the project and intends to utilize the CourtView system. This MOU outlines the terms and conditions of their cooperation in achieving these objectives.

**Notice and Contact Information:**

All notices, demands or consents required or permitted under this MOU shall be in writing and shall be delivered personally or sent by certified or registered mail to the respective Parties at the addresses set forth below or at such other address as subsequently shall be given by any

Party to the others in writing and shall be effective upon receipt:

For the Administrative  
Office of the Courts:

Paul Embley, Chief Information Officer  
Administrative Office of the Courts  
Nevada Supreme Court  
201 S. Carson Street  
Carson City, NV 89701  
Phone: 775.684.1732  
Email: pembley@nvcourts.nv.gov

For Yerington Municipal Court

Honorable Judge Cheri Emm-Smith  
Yerington Municipal Court  
14 E. Goldfield Avenue  
Yerington, NV 89447  
Phone: 775.463.3511  
Email: judge@yerington.net

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

Yerington Municipal Court

\_\_\_\_\_  
Sheema D Shaw for John Garry

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

ADMINISTRATIVE OFFICE OF THE COURT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
CIO



### **Overview:**

- A. The Administrative Office of the Courts (AOC) is responsible for providing technical guidance and technology standardization for Nevada's trial courts and the Supreme Court.
- B. The AOC initiated the Nevada Court System (NCS) project to help Nevada's courts acquire and customize a modern case management system to meet their current and future operational needs.
- C. The NCS project team, consisting of various court representatives and AOC technical personnel, selected CourtView by CourtView Justice Solutions as the integrated case management system for the project.
- D. CourtView Justice Solutions has authorized the AOC to enter into MOUs with Nevada courts to allow them to utilize the CourtView system.
- E. The Yerington Municipal Court has voluntarily expressed its intention to participate in the NCS project and intends to implement and use the CourtView case management system.

Therefore, considering these circumstances, the parties mutually agree as follows:

### **Scope of Work:**

#### **Responsibilities of AOC**

- A. The AOC will provide the Court licenses to use the CourtView case management system in accordance with this MOU.
- B. The AOC will ensure the CourtView system remains operational and inform users of any scheduled downtime with 48 hours prior notice.
- C. The AOC will provide implementation training for system users.
- D. The AOC will provide first-tier Help Desk support and will respond to all trouble calls within two (2) hours of receipt. If the Court is in an inoperable situation, the AOC will respond immediately. The AOC Help Desk shall be available for services Monday through Friday, 7:30 am to 5:00 pm Pacific Time, excluding federal and state-observed holidays.
- E. The AOC will coordinate annual users' opportunities to discuss the system operations and possible future enhancements.
- F. The AOC will ensure the court's liaison is made aware of and, upon request, provide documentation of all enhancements and/or changes made to the software via e-mail.
- G. The AOC will assist the local Information Technology (IT) Department in maintaining the Court's Local Area Network (LAN) and desktop equipment to sufficiently run the CourtView application.
- H. The AOC will immediately notify the local IT Department of any LAN issues that they detect.
- I. The AOC has in place and will keep operational a locally clustered computing environment for business continuity and a remote clustered computing environment for disaster recovery.

#### **Responsibilities of Yerington Municipal Court**

- A. Yerington Municipal Court will appoint a primary liaison to represent the court and to be the point of contact for all project communication.
- B. Yerington Municipal Court liaison will ensure the AOC is made aware of all changes in the Court's business processes that could possibly affect software maintainability, support, or enhancements at a later date.
- C. Yerington Municipal Court shall dedicate knowledgeable court personnel with sufficient time to assist the AOC in the installation, configuration, table set-up verification, and testing of the CourtView application.
- D. Yerington Municipal Court shall pay the AOC an annual sum of \$2,500.00 per authorized user and/or other licensed users

for the utilization, maintenance, upgrade, training, and support of the software application as well as network connectivity and data processing. Payments will be made to the AOC within 30 days once an invoice has been received.

- E. Yerington Municipal Court will maintain and upgrade all Local Area Network (LAN) and desktop equipment at AOC-specified configurations.
- F. Yerington Municipal Court is responsible to install and maintain the required data line to connect to the NCS database located in Carson City. If an issue should occur with the data line and/or its connection, the local IT Department will have full responsibility to correct the problem.
- G. Yerington Municipal Court will be solely responsible for all data conversion, being automatic or manual, from their old system to CourtView.
- H. Once the CourtView application is installed and operational and subsequent training is completed, Yerington Municipal Court shall enter and maintain all court case information in the system.
- I. Yerington Municipal Court will notify the NCS Trial Court Service Desk of all application concerns, problems, and enhancement recommendations.

#### **Terms and Conditions:**

- A. **Payment Procedures:** This MOU shall be in force and effective from the date of execution of this MOU and shall remain in effect until terminated by either Party. This MOU may be terminated at any time by the Court giving a ninety (90) days' notice in writing to the AOC. Upon receipt of such notice, the AOC shall work with the court to methodically discontinue all services in connection with this MOU and shall proceed to cancel promptly all existing activities insofar as such are chargeable under this MOU. As soon as practicable after receipt of notice of termination, the AOC shall submit a statement showing in detail the services performed under this MOU to the date of termination. The Court shall then pay the AOC promptly the portion of the prescribed fee for the services actually performed under this MOU, less the amount that has been previously paid. Notwithstanding the preceding paragraph, the Court may immediately terminate this MOU, and the AOC waives any and all claims for damages, upon the AOC's receipt of notice under the following conditions:
  - i. If the court's funding is not obtained, continued, or budgeted at levels sufficient to allow for the purchase of services contemplated under this MOU.
  - ii. In any federal, state, or local law, including but not limited to: statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority of competent jurisdiction in such a way that the services contemplated under this MOU are no longer authorized for purchase or appropriate for the Court's financial participation.
  - iii. If the AOC fails to comply with any local, state, or federal law regarding business permits and licenses required to perform the documented services under this MOU.
- B. **Solicitation:** Yerington Municipal Court warrants that no person employed by the Nevada Supreme Court, the State of Nevada, or any governmental agency within the State of Nevada has been employed, retained, or paid any type of compensation to solicit or secure this MOU for the benefit of the Yerington Municipal Court.
- C. **Assignment/Delegation:** Yerington Municipal Court shall not assign, delegate, or transfer any interest or obligation under this MOU, subcontract any portion of the work to be performed, or assign any claims for money due or to become due under this MOU, without prior written consent of AOC.
- D. **Indemnification:** To the fullest extent permitted by law, Yerington Municipal Court will hold harmless and defend AOC from and against all liability, claims, actions, damages, losses and expenses (including attorney fees and costs without limitation) arising out of any alleged negligent or willful acts or omissions of Yerington Municipal Court, its officers, employees or agents without excluding AOC's right to participate.
- E. **Limited Liability:** AOC will not waive and intends to assert all liability limitations available under Nevada Revised Statutes Chapter 41 in all circumstances. Contract liability of both parties will not be subject to punitive damages. Liquidated damages will not apply unless otherwise specified in incorporated attachments. The total liability of AOC, its officials, and employees arising out of or related to this MOU, regardless of legal theory or cause (including but not limited to breach of contract, warranty, negligence, strict liability, statutory liability, etc.), will not exceed the aggregate amount of funds appropriated for payment under this MOU.
- F. **Confidentiality:** All personal and commercial information gained from work related to this MOU, regardless of the method

produced, prepared, observed or received, is confidential and shall be used only in performance of Yerington Municipal Court duties and obligations. Yerington Municipal Court shall not provide any confidential information to any third person or entity without prior written consent from AOC. Yerington Municipal Court shall not publish or submit for publication any information, in any form, prepared in relation to this MOU without prior written permission from AOC. Any items created exclusively for AOC pursuant to this MOU shall become the property of AOC.

- G. **Dispute Resolution:** If the parties are unable to informally resolve any dispute arising under this MOU, they shall engage the services of a mutually agreed upon mediator prior to filing any claim in a court of law other than a claim for injunctive relief. If the dispute is not resolved after 90 days following the first mediation session, the parties shall proceed with binding arbitration through the American Arbitration Association ("A.A.A.") or another nationally recognized alternative dispute resolution (ADR) entity mutually acceptable to both parties prior to any claim being filed in a court of law, other than a claim for injunctive relief. Arbitration shall commence and be concluded as soon as practical, taking into consideration the rules of arbitration as applied by A.A.A. or ADR. The parties agree that A.A.A. shall appoint 1 arbitrator. Any decision or award obtained through arbitration shall be reduced to writing, final and binding upon the parties, and enforceable in any court of competent jurisdiction. Each party will bear their own costs and expenses associated with mediation and arbitration unless otherwise agreed to or determined. Every mediation or arbitration proceeding shall be conducted in Carson City, Nevada unless otherwise agreed.
- H. **Termination without Cause:** Yerington Municipal Court acceptance of final payment terminates this MOU. Further, this MOU may be terminated by either party through written notice. The notice must specify a date upon which the termination will be effective, which may not be less than 7 calendar days from the date of receipt of the notice. Upon receipt of the notice, Yerington Municipal Court shall promptly discontinue all services unless the notice specifies otherwise. AOC will compensate Yerington Municipal Court within 30 calendar days of the effective date of termination or receipt of Yerington Municipal Court final invoice, whichever is later, for all services completed and furnished.
- I. **Termination for Cause/Time to Correct:** Upon material default or breach of this MOU, either party may give notice of intent to terminate the MOU and will be relieved of any further obligations or duties. The defaulting party may attempt to cure the default or breach to the satisfaction of the aggrieved party within 15 calendar days after receiving the notice of intent. If the breach or default has not been cured within the 15-day period, the non-breaching party may terminate the MOU immediately upon written notice. If this MOU is terminated by Yerington Municipal Court due to default or breach, any payment for work completed through the date of the notice shall become due and payable within 30 calendar days of receipt of the notice or final invoice, whichever is later. If this MOU is terminated by AOC due to default or breach, AOC may proceed with the work in any manner it deems necessary and proper. The actual costs incurred by AOC to complete the project will be deducted from any payment due to Yerington Municipal Court under this MOU, if any, and the balance will be paid to Yerington Municipal Court within a reasonable time.
- J. **Remedies:** Except as otherwise provided in this MOU, parties reserve any and all rights and remedies available to them by law or equity, including, without limitation, actual damages, attorney fees and costs to a prevailing party.
- K. **Entire MOU and Modifications:** This document and its attachments constitute the entire MOU between the parties. No prior or contemporaneous statements or representations, whether oral or written, have been relied upon by the parties except those expressly stated in this MOU. No changes or alterations may be made to this MOU unless adopted as a formal amendment to this MOU.
- L. **Controlling Law/Jurisdiction:** Any and all disputes between the parties arising from the subject matter of this MOU shall be governed in accordance with the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Additionally, the parties' consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada.
- M. **Severability:** If any term, provision, or clause of this MOU is held to be unenforceable by a court of law or equity, this MOU shall be construed as if that term, provision, or clause did not exist, thus the rest of this MOU will remain in full force and effect.
- N. **Force Majeure:** Neither party shall be in violation of this MOU if it is prevented from performing any of its obligations due to strikes, failure of public infrastructure, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature (including, without limitation, earthquakes, floods, winds, or storms). In such an event, the intervening cause must not be through the fault of the party asserting the excuse, and the excused party is obligated to promptly comply with the terms of the MOU after the intervening cause ceases.

- O. **Waiver:** The failure to enforce or require performance of any of this MOU's provisions is not a waiver of the provision, nor shall it affect the right of the party to enforce the provision, unless notice of such a waiver is provided to the other party in writing.
- P. **Binding Effect:** This MOU is binding upon, and will inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators, and assigns of the parties.
- Q. **Compliance with Laws and Policies:** Yerington Municipal Court and its agents, officers, directors, employees, representatives, subcontractors and vendors shall comply with all applicable AOC, federal, state and local laws, rules, regulations, ordinances, policies and procedures in its performance under this MOU. In particular, Yerington Municipal Court will comply with all federal, state, and local laws regarding equal employment opportunity, nondiscrimination, lobbying, gratuities, and kickbacks.
- R. **Survival:** The representation and warranties of the parties, as well as any other provision that in order to give proper effect to its intent should survive the MOU's expiration or termination, shall survive for any applicable statutory period or timeframe as otherwise provided in this MOU.