



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

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

The City of Yerington City Council will conduct a public meeting on the 8<sup>th</sup> day of May, 2023, beginning at 10:00 a.m. at the following location:

City Hall  
14 E. Goldfield Avenue  
Yerington, NV 89447

### **NOTICE:**

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

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

## **AGENDA:**

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

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

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

4. **For Possible Action:** Review and Approval of minutes from prior meeting dated April 24, 2023 regular meeting.
5. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:

**Checks 36861 through 36908 totaling \$100,631.68**

6. **For Possible Action:** Discussion and Possible Action to approve closing Main Street from Littell Avenue to Broadway Avenue on June 10, 2023, for a community event highlighting Downtown Yerington. The sponsor of the event is Omar Lopez.
7. **For Possible Action:** Discussion and Possible Action to approve a Reimbursement Agreement between Lyle and Lori Holt and the City of Yerington for removal of nuisances services on or around May 9, 2022.
8. **For Possible Action:** Discussion and Possible Action to approve a recommendation by the Yerington Planning Commission: Eric Anderson with Bighorn Consulting, Inc. on behalf of Peter Deterding Owner of Bakersfield Parks, LP is proposing a Special Use Permit Application with APN 001-231-01.
9. **For Possible Action:** Discussion and Possible Action to approve a proposal for Collection Services from Valley Collection Services, LLC, for the collection of any outstanding debt of defendants of the Yerington Municipal Court.

10. **For Possible Action:** Discussion and Possible Action to approve a Interlocal Contract between public agencies; A contract between the State of Nevada acting by and through its Department of Public Safety Records, Communications and Compliance Division and the Yerington Municipal Court for access to the NCJIS program.

11. **Public Comments** – No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken.

12. **No Action Will Be Taken** - Department Reports and City Manager Reports, with Possible Council Comments and Discussion Only, as follows:

- A. City Attorney Report
- B. Chief of Police Report
- C. Public Works Director Report
- D. Building Inspector Report
- E. City Manager Report
- F. City Clerk Report
- G. Mayor and Council Comments

13. **Adjournment.**

Supporting material is available from City Clerk, Sheema D. Shaw, located at City Hall, 14 E. Goldfield Avenue, Yerington, NV 89447, (775) 463-3511 or go to [www.yerington.net](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 3rd day of May, 2023, in compliance with NRS 241.020.



Sheema D. Shaw, City Clerk  
City of Yerington

5-3-2023

Date



**ITEM**

**#4**



**Yerington City Council Meeting**  
**April 24, 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, Matthew Galvin and Frank Pizzo  
City Manager Robert Switzer  
City Attorney Chuck Zumpft  
City Clerk Sheema D. Shaw  
Chief of Police Darren Wagner  
Public Works Director Jay Flakus  
Building Official Joel Brown (arrived at 10:08 a.m.)  
Grants Administrator Angela Moore

Absent: None

Guests: Mr. David Ray, Ms. Julia Pounds and Lyon County Sherrieff Brad Pope

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

**Public Participation**

Mayor Garry asked for comments and no comments were made 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. Mayor Garry stated the agenda was approved as presented and the motion was approved unanimously.

**Minutes**

Mayor Garry stated the minutes from prior meeting dated April 10, 2023 regular meeting would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made at this time, the minutes from prior meeting dated April 10, 2023 regular meeting were approved as presented and the motion was approved unanimously.

**Review Bills Previously Submitted for Payment**

Bills, Salaries and Vouchers:

Accounts Payable Checks	04/03/2023	36780 through 36815
	04/10/2023	36816 through 36853

Payroll Checks	04/03/2023	36776 through 36778
	04/17/2023	36854 through 36858
Payroll Vouchers	04/03/2023	4062301 through 4062326
	04/17/2023	04202301 through 04202329
Transmittal Checks	04/03/2023	36779
	04/17/2023	36859 through 36860
Transmittal Vouchers	04/03/2023	4032301
	04/17/2023	4172301

Mayor Garry stated the bills previously submitted for payment, checks 36776 through 36860 totaling \$738,080.66 and 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.

Approve New, Renewal and Name Change Business Licenses Applications.

- A. Savannah Cordero dba Northstar Energy Management Nevada, LLC., Electrical Contractor, 3133 West Frye Road, Suite 500, Chandler, AZ 85226 – NEW APPLICANT/STATUS
- B. Charles Gibson dba All Around Services, Handyman Services, 721 Amy Street, Yerington, NV 89447 – NEW
- C. Tasia Homer dba Parlor on Main, LLC., Salon, 1 Main Street, Yerington, NV 89447 – NEW
- D. Christopher Paras dba Ohms Electric, LLC., Electrical Contractor, 1787 Bliss Court, Carson City, NV 89701 – NEW
- E. Edward Anthony Beliveau, Jr. dba Thrifty Things Thrift Store, Thrift Store, 400 North Main Street, Yerington, NV ~~899447~~ 89447 – NEW
- F. Jessica Ingram and Charles Ingram IV dba Round Up Creations, LLC., Graphic Design and Custom Shop, 19 Sierra Street, Yerington, NV 89447 – NEW NAME/LOCATION

Mayor Garry stated the business license applications A. through F. would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made and asked for comments. Mr. David Ray stated within item E. one number nine needs to be removed. Mayor Garry stated no further comments were made at this time and the business license applications A. through F. were approved unanimously.

Approve an extended lease agreement between the City of Yerington and Robert Switzer for Hangar number 315 located at the Yerington Municipal Airport for two years, April 26, 2023 through April 26, 2025.



Mayor Garry stated the lease agreement for Hangar number 315 would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made and asked for comments. No comments were made at this time and the lease agreement for Hangar number 315 was approved unanimously.

Discussion on the current Financial Statement (FS-10), July 2022-March 2023.

City Manager Switzer stated within the General Fund expenditures, 75% of the fiscal year budget has been expended. Every department for the City is below budget except the Parks and Recreation budget. The Water Fund shows that 10.1% of the budget has been expended but the United States Department of Agriculture (USDA) water line expense has not been added. The Sewer Fund shows that 5.4% of the budget has been expended but the USDA sewer line expense has also not been added.

Councilman Bryant asked about the Dispensary payment. City Manager Switzer stated no deadline was given for the Dispensary to submit future payments. Councilman Bryant stated he will reach out to Chairman Elwood Emm to get an update for the Council. Councilman Galvin asked how much does the Dispensary owe for their remaining balance. City Manager Switzer stated the amount remaining is about \$34,000.00 and is still owing.

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

Approve advertising a Request for Proposal (RFP) on design work and feasibility study for construction of a dedicated Council/Municipal Court room and restrooms within the James Sanford Community Center.

City Manager Switzer stated the City received a construction contract from Mr. John Fielding. The City is requesting for City Council to approve a request to advertise for the RFP's in order to collect more quotes for construction of the James Sanford Community Center. A suspended ceiling will also be included.

Councilman Galvin suggested to include a holding cell within the design for when the officers bring people over from Lyon County Jail for court. Councilman Bryant asked if a room will be included for the Judge or the Council. City Manager Switzer stated the City has room. Councilman Bryant asked if the request is approved would the payment come out of the General Fund. City Manager Switzer stated yes it could and also through the American Rescue Plan Act (ARPA).

Councilman Galvin made a motion to accept item number nine as presented, seconded by Councilman Pizzo. 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

Chief of Police Wagner stated a German Sheppard was selected for the K-9 dog and the training will begin soon. The K-9 Program will be up and running by the time of the Night in the Country (NITC) event. The Yerington Police Department office will be closed off and on soon for administrative health reasons.

Public Works Director Flakus stated Lyon County will be hosting a flood meeting tomorrow evening at 7:00 p.m. in the James Sanford Community Center. The planters, trash cans and benches have been placed on Main Street to enhance downtown. The lights at Reviglio Field needs a geological test completed then the lights can be installed. Trash cans and new hose reels will also be replaced at the fields as well.

City Manager Switzer stated the City is waiting on the estimate for the complete road reconstruction on East Goldfield Avenue with repaving, curb, gutter and sidewalks. The estimate will then be brought to Council for approval of the additional work within the Water and Sewer Project.

Councilman Pizzo stated he was happy to see Valley Off Road Racing Association (VORRA) in Yerington last weekend and the event was very successful. Mayor Garry stated he is a little disappointed seeing the off-road vehicles on the City's streets.

Councilman Bryant stated the City held a Public Safety Committee meeting on April 14<sup>th</sup>. A suggestion was discussed to enforce no possession or use of vaping or tobacco products for children under seventeen years old and to be able to cite for a minor in consumption (MIC). Within the school zones, jay walking has become a big issue but the City does not have a code to enforce it. The City would make jay walking a citable offense if performed in the school zone.

Councilman Galvin stated he has a major concern with Utility Task Vehicles (UTV) on the City's roads and they are not allowed on the roadway.

Mayor Garry stated it is now Spring time with three eighty-degree temperature days coming soon. Citizens of Yerington should still think of possible flooding from now up until August.

There being no further business, the meeting was adjourned.

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Mayor of the City of Yerington

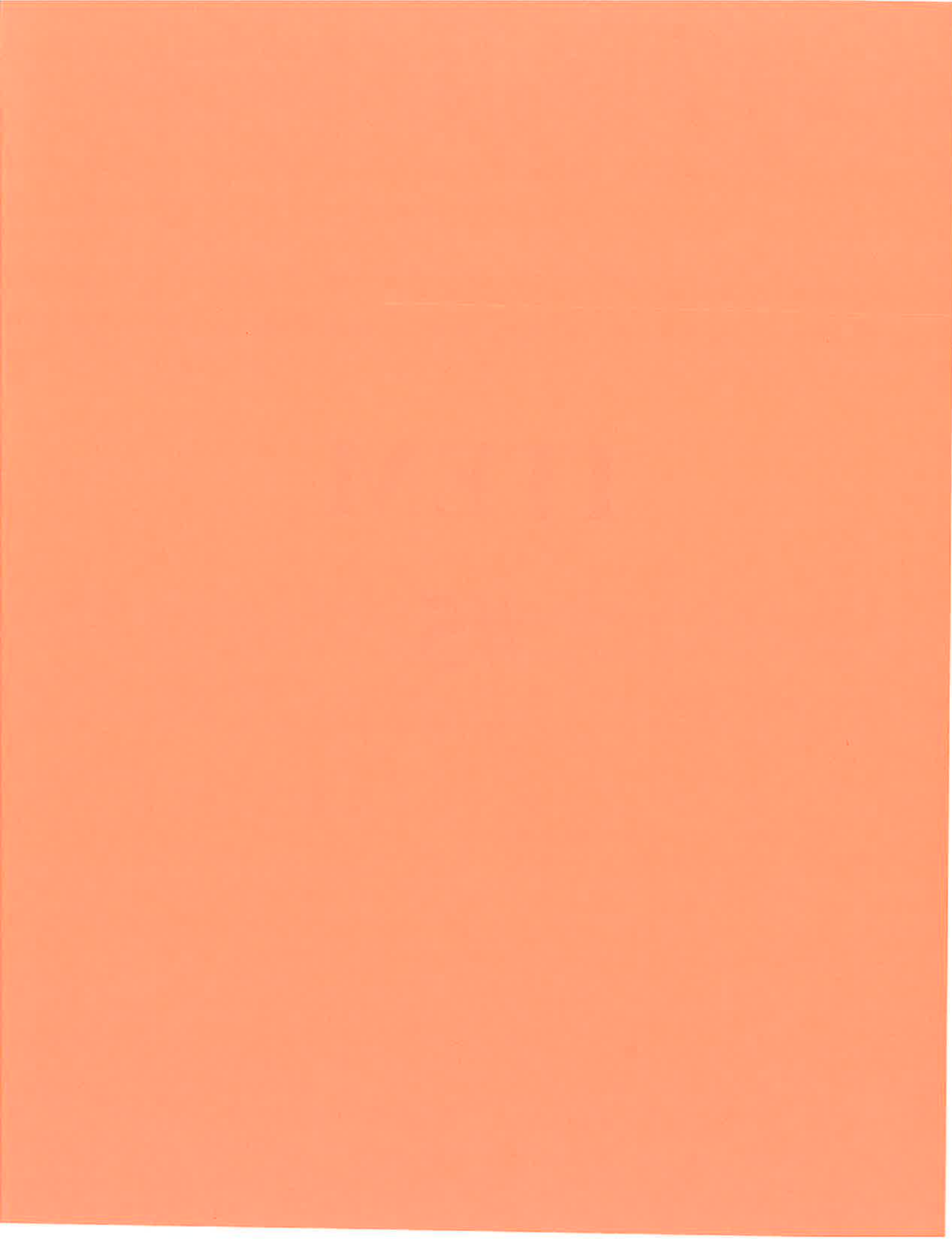
ATTEST:

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City Clerk of the City of Yerington

**ITEM**

**#5**



## CITY OF YERINGTON

Check Register - BIG Council report  
Check Issue Dates: 4/18/2023 - 4/30/2023Page: 1  
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## Report Criteria:

Report type: Invoice detail

Check Type = {&lt;-} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>36861</b>									
04/23	04/18/2023	36861	6607	AMAZON CAPITAL SERVICES	19KX-RMC4-F	SUPPLIES	01-53-15-7011	1,402.12	1,402.12
Total 36861:									1,402.12
<b>36862</b>									
04/23	04/18/2023	36862	6580	B&H PHOTO - VIDEO	212230262	EQUIPMENT	01-55-27-7011	10,199.00	10,199.00
Total 36862:									10,199.00
<b>36863</b>									
04/23	04/18/2023	36863	6270	FREEDOM MAILING SERVICES, INC	45031	UTILITY BILLING	03-54-25-7011	1,167.88	1,167.88
Total 36863:									1,167.88
<b>36864</b>									
04/23	04/18/2023	36864	2058	FRONTIER	040723AIR	TELEPHONE	01-55-27-7033	48.97	48.97
04/23	04/18/2023	36864	2058	FRONTIER	040723PW	TELEPHONE	03-54-25-7033	110.86	110.86
Total 36864:									159.83
<b>36865</b>									
04/23	04/18/2023	36865	1902	NV ENERGY	312895-0423	POWER	03-54-25-7033	1,180.21	1,180.21
04/23	04/18/2023	36865	1902	NV ENERGY	441484-0423	POWER	01-59-35-7033	40.15	40.15
Total 36865:									1,220.36
<b>36866</b>									
04/23	04/18/2023	36866	6695	OSKAR SEPTIC SERVICES, LLC	5140	SERVICES	03-54-25-7011	1,300.00	1,300.00
Total 36866:									1,300.00
<b>36867</b>									
04/23	04/18/2023	36867	1761	PAPE MACHINERY	14322777	EQUIPMENT	02-54-25-7044	213.15	213.15
04/23	04/18/2023	36867	1761	PAPE MACHINERY	14322823	EQUIPMENT	02-54-25-7044	292.36	292.36

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36867:									
36868	04/23	04/18/2023	36868	1806 QUILL CORPORATION	31765235	OFFICE SUPPLIES	03-54-25-7011	104.89	104.89
Total 36868:									
36869	04/23	04/18/2023	36869	1824 RENO GAZETTE-JOURNAL	5490074	LEGAL ADVERTISING	01-51-14-7026	725.70	725.70
Total 36869:									
36870	04/23	04/18/2023	36870	1888 SIERRA CONTROLS, LLC	123891	SERVICES	02-54-25-7011	439.01	439.01
04/23	04/18/2023	36870	1888 SIERRA CONTROLS, LLC		123895	SERVICES	03-54-25-7011	812.19	812.19
Total 36870:									
36871	04/23	04/18/2023	36871	1938 SOUTHWEST GAS CORP	040923PD	UTILITIES	01-52-20-7033	114.70	114.70
Total 36871:									
36872	04/23	04/18/2023	36872	1886 THATCHER COMPANY OF NEVADA, IN	202340011120	WATER TREATMENT PLA	03-54-25-7061	2,003.57	2,003.57
04/23	04/18/2023	36872	1886 THATCHER COMPANY OF NEVADA, IN		202340011120	WATER TREATMENT PLA	02-54-25-7061	1,140.07	1,140.07
Total 36872:									
36873	04/23	04/18/2023	36873	2016 ULINE	162234194	SUPPLIES	02-54-25-7011	783.28	783.28
Total 36873:									
36874	04/23	04/18/2023	36874	6505 WASHINGTON NATIONAL INS CO	P2312311 - AP	LIFE INSURANCE	00-00-00-2016	117.95	117.95

M = Manual Check, V = Void Check

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36874:									
								117.95	
36875									
04/23	04/18/2023	36875	1406	WELLS FARGO BANK-REMIT. CNTR	040723BOB	BOB-CREDIT CARD	01-56-35-7011	784.76	784.76
Total 36875:									
								784.76	
36876									
04/23	04/18/2023	36876	1406	WELLS FARGO BANK-REMIT. CNTR	040723SHAW	SHEEMA - CREDIT CARD	03-54-25-7011	198.01	198.01
Total 36876:									
								198.01	
36877									
04/23	04/18/2023	36877	1406	WELLS FARGO BANK-REMIT. CNTR	040723JOHN	JOHN - CREDIT CARD	01-51-14-7049	26.81	26.81
Total 36877:									
								26.81	
36878									
04/23	04/18/2023	36878	6317	WESTERN ENVIRONMENTAL TESTIN	22120787	TESTING	02-54-25-7050	3,628.00	3,628.00
04/23	04/18/2023	36878	6317	WESTERN ENVIRONMENTAL TESTIN	23030449	TESTING	02-54-25-7050	119.00	119.00
04/23	04/18/2023	36878	6317	WESTERN ENVIRONMENTAL TESTIN	23030451	TESTING	02-54-25-7050	88.00	88.00
04/23	04/18/2023	36878	6317	WESTERN ENVIRONMENTAL TESTIN	23030637	TESTING	03-54-25-7050	882.00	882.00
04/23	04/18/2023	36878	6317	WESTERN ENVIRONMENTAL TESTIN	23040159	TESTING	02-54-25-7050	188.00	188.00
Total 36878:									
								4,905.00	
36879									
04/23	04/24/2023	36879	1023	ALLIED SANITATION	1205	SERVICES	01-56-35-7011	505.00	505.00
Total 36879:									
								505.00	
36880									
04/23	04/24/2023	36880	6697	BROWN, SHEILA	12309010	REFUND CREDIT	02-00-00-2230	83.73	83.73
Total 36880:									
								83.73	
36881									
04/23	04/24/2023	36881	6409	CANON FINANCIAL SERVICES, INC.	30306207	PRINTER USAGE	01-52-20-7041	750.97	750.97

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36881:									
36882	04/23	04/24/2023	36882	6278 CIGNA	3161561 - AP	MED INS- DEPENDENTS	00-00-00-2023	23,477.88	23,477.88
Total 36882:									
36883	04/23	04/24/2023	36883	1182 CITY OF YERINGTON	4032023 CH	CITY HALL - PETTY CASH	08-14-25-8090	23.50	23.50
Total 36883:									
36884	04/23	04/24/2023	36884	6699 CRESPO, LAURIE	10245510	REFUND CREDIT	00-00-00-1075	25.42	25.42
Total 36884:									
36885	04/23	04/24/2023	36885	1233 D AND M EMERGENCY SVC	7556	SERVICES/ REPAIRS	01-52-20-7044	148.00	148.00
Total 36885:									
36886	04/23	04/24/2023	36886	1324 DOWL, LLC	R4001.2235-4	PAPI & REIL REPLACEME	08-14-36-8089	312.50	312.50
Total 36886:									
36887	04/23	04/24/2023	36887	1324 DOWL, LLC	R4001.1848-2	RATE STUDY	03-54-25-7027	367.50	367.50
Total 36887:									
36888	04/23	04/24/2023	36888	1324 DOWL, LLC	R4001.089.05-	GENERAL ENGINEERING	01-57-25-7011	3,397.50	3,397.50
Total 36888:									

M = Manual Check, V = Void Check



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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
<b>36889</b>									
04/23	04/24/2023	36889	1324	DOWL, LLC	R4001.1859-5	AIRPORT MASTER PLAN	08-14-27-8081	450.00	450.00
Total 36889:									450.00
<b>36890</b>									
04/23	04/24/2023	36890	1958	EMPLOYMENT SECURITY DIVISION	DEC 2022-MO	Unemployment Benefits	09-10-00-7010	1,100.00	1,100.00
Total 36890:									1,100.00
<b>36891</b>									
04/23	04/24/2023	36891	6698	FALLON, OMA	11016311	REFUND CREDIT	00-00-00-1075	81.03	81.03
Total 36891:									81.03
<b>36892</b>									
04/23	04/24/2023	36892	6696	FOWLER, CURTIS	11901402	REFUND CREDIT	00-00-00-1075	54.00	54.00
Total 36892:									54.00
<b>36893</b>									
04/23	04/24/2023	36893	6700	GREENFIELD STORAGE, LLC	BF 4182023	BACKFLOW REIMBURSE	08-14-27-8101	2,888.00	2,888.00
Total 36893:									2,888.00
<b>36894</b>									
04/23	04/24/2023	36894	2212	LAHONTAN PARAMEDICAL	4281	SERVICES	02-54-25-7011	50.00	50.00
Total 36894:									50.00
<b>36895</b>									
04/23	04/24/2023	36895	1539	LANGUAGE LINE SERVICES	10987721	SERVICES	01-52-20-7033	16.15	16.15
Total 36895:									16.15
<b>36896</b>									
04/23	04/24/2023	36896	1560	LUMOS AND ASSOCIATES, INC.	117314	SERVICES	01-55-27-7011	4,550.00	4,550.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36896:									
36897	04/23	04/24/2023	36897	1566 LYON COUNTY CLERK TREASURER	MARCH 2023	GEN MARKER TEST	01-00-00-2312	28.53	28.53
Total 36897:									
36898	04/23	04/24/2023	36898	6537 MCDONALDS AKA KMG, INC	MT21040 - MA	RESTITUTION	01-00-00-2305	100.00	100.00
Total 36898:									
36899	04/23	04/24/2023	36899	1527 O'REILLY AUTOMOTIVE STORES	MARCH 2023	SUPPLIES	03-54-25-7044	700.16	700.16
Total 36899:									
36900	04/23	04/24/2023	36900	6695 OSKAR SEPTIC SERVICES, LLC	5100	SERVICES	08-14-27-8101	500.00	500.00
Total 36900:									
36901	04/23	04/24/2023	36901	1761 PAPE MACHINERY	14360776	EQUIPMENT	02-54-25-7011	30.75	30.75
Total 36901:									
36902	04/23	04/24/2023	36902	6099 PRIME WEST CONSTRUCTION	4132023	SERVICES	01-55-27-7011	2,111.40	2,111.40
Total 36902:									
36903	04/23	04/24/2023	36903	1806 QUILL CORPORATION	31446151	OFFICE SUPPLIES	01-52-20-7011	58.99	58.99
04/23	04/24/2023	36903	1806	QUILL CORPORATION	31464542	OFFICE SUPPLIES	01-52-20-7011	326.11	326.11
04/23	04/24/2023	36903	1806	QUILL CORPORATION	31555542	OFFICE SUPPLIES	01-52-20-7011	42.99	42.99

M = Manual Check, V = Void Check

## CITY OF YERINGTON

Check Register - BIG Council report  
Check Issue Dates: 4/18/2023 - 4/30/2023Page: 7  
May 01, 2023 11:59AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36903:									
								428.09	
36904									
04/23	04/24/2023	36904	1864	SALT LAKE WHOLESALE SPORTS	89153	EQUIPMENT	01-52-20-7011	2,826.87	2,826.87
Total 36904:									
								2,826.87	
36905									
04/23	04/24/2023	36905	1890	SIERRA ELECTRONICS	AR39580	EQUIPMENT	08-14-27-8101	21,422.89	21,422.89
Total 36905:									
								21,422.89	
36906									
04/23	04/24/2023	36906	1968	STATE TREASURER'S OFFICE	MARCH 2023	STATE PERM SCHOOL FI	01-17-00-3177	1,222.55	1,222.55
Total 36906:									
								1,222.55	
36907									
04/23	04/24/2023	36907	2016	ULINE	162470937	EQUIPMENT	02-54-25-7011	1,037.42	1,037.42
Total 36907:									
								1,037.42	
36908									
04/23	04/24/2023	36908	2098	YERINGTON AUTO PARTS	MARCH 2023	SUPPLIES	03-54-25-7052	3,831.20	3,831.20
Total 36908:									
								3,831.20	
Grand Totals:									
								100,631.68	

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	160.45	.00	160.45
00-00-00-2016	117.95	.00	117.95
00-00-00-2023	23,477.88	.00	23,477.88

M = Manual Check, V = Void Check

## CITY OF YERINGTON

Check Register - BIG Council report  
Check Issue Dates: 4/18/2023 - 4/30/2023Page: 8  
May 01, 2023 11:59AM

GL Account	Debit	Credit	Proof
00-00-00-2200	.00	23,756.28-	23,756.28-
01-00-00-2200	.00	21,739.78-	21,739.78-
01-00-00-2303	16.21	.00	16.21
01-00-00-2304	528.80	.00	528.80
01-00-00-2305	100.00	.00	100.00
01-00-00-2306	56.75	.00	56.75
01-00-00-2312	12.32	.00	12.32
01-17-00-3177	562.00	.00	562.00
01-51-14-7011	2,257.04	.00	2,257.04
01-51-14-7026	725.70	.00	725.70
01-51-14-7033	393.40	.00	393.40
01-51-14-7040	117.25	.00	117.25
01-51-14-7041	192.59	.00	192.59
01-51-14-7049	26.81	.00	26.81
01-52-20-7011	3,254.96	.00	3,254.96
01-52-20-7033	130.85	.00	130.85
01-52-20-7041	173.19	.00	173.19
01-52-20-7044	327.66	.00	327.66
01-53-15-7011	36.62	.00	36.62
01-54-26-7011	2,039.80	.00	2,039.80
01-55-27-7011	8,701.20	.00	8,701.20
01-55-27-7027	360.00	.00	360.00
01-55-27-7033	48.97	.00	48.97
01-56-35-7011	1,172.51	.00	1,172.51
01-57-25-7011	465.00	.00	465.00
01-59-35-7033	40.15	.00	40.15
02-00-00-2200	.00	15,233.00-	15,233.00-
02-00-00-2230	83.73	.00	83.73
02-54-25-7011	3,888.00	.00	3,888.00
02-54-25-7027	1,347.50	.00	1,347.50
02-54-25-7033	448.83	.00	448.83
02-54-25-7041	2,348.77	.00	2,348.77
02-54-25-7043	71.50	.00	71.50
02-54-25-7044	1,881.60	.00	1,881.60
02-54-25-7050	4,023.00	.00	4,023.00
02-54-25-7061	1,140.07	.00	1,140.07
03-00-00-2200	.00	12,554.92-	12,554.92-
03-54-25-7011	3,806.69	.00	3,806.69
03-54-25-7027	1,225.00	.00	1,225.00
03-54-25-7033	448.84	.00	448.84

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
03-54-25-7041	2,232.40	.00	2,232.40
03-54-25-7043	207.89	.00	207.89
03-54-25-7044	1,670.55	.00	1,670.55
03-54-25-7050	882.00	.00	882.00
03-54-25-7052	77.98	.00	77.98
03-54-25-7061	2,003.57	.00	2,003.57
07-00-00-2200	.00	75.00-	75.00-
07-00-00-2305	75.00	.00	75.00
08-00-00-2200	.00	26,172.70-	26,172.70-
08-14-25-8090	231.81	.00	231.81
08-14-27-8081	450.00	.00	450.00
08-14-27-8101	25,178.39	.00	25,178.39
08-14-36-8089	312.50	.00	312.50
09-00-00-2200	.00	1,100.00-	1,100.00-
09-10-00-7010	1,100.00	.00	1,100.00
Grand Totals:	100,631.68	100,631.68-	.00

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

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

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

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

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

**ITEM**

**#7**





## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the City of Yerington, a political subdivision of the State of Nevada, referred to herein as "City," and Kyle Holt and Lori Holt, herein collectively referred to "Holt," based on the following facts and circumstances.

### RECITALS

WHEREAS, Holt is the owner of that real property located at 427 S. California St., Lyon County, Yerington, Nevada 89477, APN: 001-263-05 (the "Property"); and

WHEREAS, the Property is located within the jurisdictional boundary of City; and

WHEREAS, prior to and during the year 2022, Holt allowed the Property's condition to degrade to an unacceptable and unsafe condition; and

WHEREAS, City instituted nuisance proceedings regarding the Property consistent with the provisions of the Yerington City Code; and

WHEREAS, on May 9, 2022, following proper and lawful notice to Holt, the Yerington City Council declared the conditions on the Property to constitute an unlawful nuisance; and

WHEREAS, despite City's attempts to encourage Holt to abate the nuisance, Holt failed to do so; and

WHEREAS, the City's declaration of nuisance authorized the City Public Works Department to proceed with abating the nuisance; and

WHEREAS, the City did physically abate the conditions which constituted the nuisance, and incurred expenses related thereto; and

WHEREAS, City placed various items of Holt's personal property into a secure storage facility, at expense to City; and

WHEREAS, City and Holt wish to address Holt's reimbursement obligation to City related to costs of abatement through this agreement.

WITNESSETH

Now, therefore, in consideration of the foregoing facts and circumstances and the mutual promises as set forth herein, the parties do hereby agree as follows:

1. The foregoing recitals are hereby incorporated as though set forth in full at this point.
2. City has expended \$6,735.00 to abate the nuisance and store Holt's personal property, which amount is referred to herein as the "Obligation."
3. Except as provided for herein, the Obligation shall earn interest at Nevada's legal rate.
4. Holt agrees to repay City the principal amount of \$6,735.00, which Holt acknowledges is due and payable.
5. Beginning May 1, 2023, Holt shall make payments to City of not less than \$250.00 each and every month, due and payable on the first day of each and every month until the indicated balance is paid in full.
6. If Holt fully and timely complies with its payment obligations hereunder, City agrees to:
  - a. Waive all interest on the obligation, which waiver will be applied upon City's receipt of the entire \$6,735.00;
  - b. Not pursue alternative methods of collection;
  - c. Not to foreclose on any liens it may have or may in the future record against the Property; and
  - d. Upon full payment, deem the Obligation satisfied and release all liens asserted against the Property; if any.
7. City shall record a lien against the Property as a means of securing Holt's obligations under this agreement.
8. Holt agrees to, and shall, maintain the Property in a neat and orderly condition.
9. Holt shall recover its personal property and take possession thereof from City within 14 days of this agreement. If Holt fails to do so, Holt shall be deemed to have abandoned said property and City may thereafter dispose of same without further notice to Holt. Any expenses incurred by City to dispose of Holt's personal property shall be added to the principal amount of this obligation and to any lien asserted by City.
10. Should Holt fail to fully comply with this agreement, City shall not waive any accrued interest and may affirmatively pursue collection of the Obligation and any other amounts due through any lawful means. Holt shall be credited for amounts paid, if any.

11. Holt's failure to perform its promises as set forth herein shall constitute default, which the City may at any time declare prior to cure. In the event of declared default, this agreement shall terminate and City may pursue collection efforts as though the parties never entered into this agreement.

Dated this \_\_\_\_ day of April 2023.

CITY OF YERINGTON

BY: \_\_\_\_\_  
Robert Switzer  
City Manager

State of Nevada       )  
                              :ss  
County of Lyon       )

This instrument was acknowledged before me on April \_\_\_\_, 2023, by Robert Switzer.

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

Dated this \_\_\_\_ day of April 2023.

\_\_\_\_\_  
Kyle Holt

State of Nevada       )  
                              :ss  
County of Lyon       )

This instrument was acknowledged before me on April \_\_\_\_, 2023, by Kyle Holt.

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

Dated this \_\_\_\_ day of April 2023.

\_\_\_\_\_  
Lori Holt

State of Nevada       )  
                              :ss  
County of Lyon       )

This instrument was acknowledged before me on April \_\_\_\_, 2023, by Lori Holt.

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



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

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## Holt Agreement

1 message

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**Chuck Zumpft** <zumpft@mindenlawyers.com>

Wed, Apr 5, 2023 at 5:32 PM

To: "Robert Switzer (manager@yerington.net)" <manager@yerington.net>, Sheema Shaw <sheema@yerington.net>

Cc: Tricia Amthauer <Tricia@mindenlawyers.com>

Hi Robert and Sheema

Please take a look at the attached proposed agreement. I think it follows the council's motion and direction, but please confirm. Please also confirm any factual assertion such as dates, addresses, amounts, etcetera. If you see anything improper or incorrect, please let me know and I'll fix it.

Thank you.

Chuck

Charles Scott Zumpft, Esq.

Minden Lawyers, LLC  
Post Office Box 2860  
990 Ironwood Drive, Suite 300  
Minden, Nevada 89423  
Telephone: 775 -782-7171  
Facsimile: 775-782-3081

### WEBSITE

NOTICE: This Email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

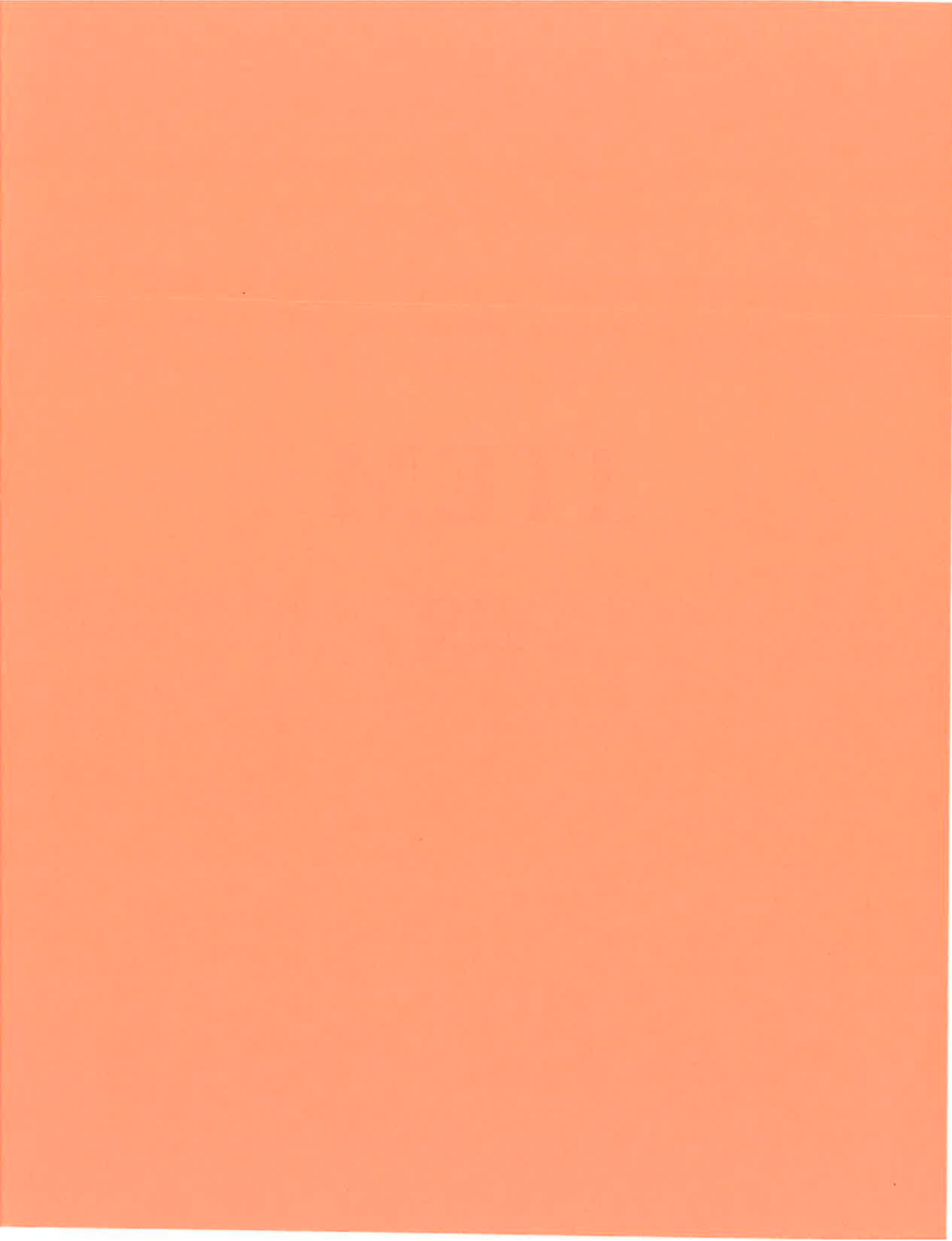


**REIMBURSEMENT AGREEMENT.docx**

22K

**ITEM**

**#8**





# YERINGTON PLANNING COMMISSION

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

## YERINGTON PLANNING COMMISSION MEETING AGENDA APRIL 26, 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 March 22, 2023.
5. For Possible Action and recommendation to the Yerington City Council: Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding owner of Bakersfield Parks, LP is proposing a Special Use Permit Application with APN 001-231-01.
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 21<sup>st</sup> of April 2023. For questions or supporting materials regarding this agenda, please call Stacey-Larsen at (775)463-3511.

  
Terceira Schunke for Stacey Larsen, Planning Commission Secretary

The City of Yerington is an equal opportunity provider

March 22, 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  
City Manager Robert Switzer  
Building Inspector Joel Brown  
Planning Commission Secretary Stacey Larsen  
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Travis Crowder  
Commissioner Eric Bodenstein  
City Clerk Sheema Shaw

Guests:

Eric Bodenstein  
David Freitas

Agenda Approval

Commissioner Parrott made a motion to approve the agenda for the March 22, 2023 meeting as presented, seconded by Commissioner Arigoni. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Minutes of February 22, 2023 meeting

Commissioner Bull stated that there is an error on page two second paragraph third line says conversion of acreage and it should be reversion of acreage.

Commissioner Parrott made a motion to approve the minutes for the February 22, 2023 meeting with the correction Commissioner Bull stated above, seconded by Commissioner Bull. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

**Special Use Permit– Eric Bodenstein, on behalf of J. Kirk Bodenstein is proposing a special use permit APN 001-411-24:**

Proposing storage units on the lot and under current zoning, Building Inspector Joel Brown states this does require a special use permit. City Manager Robert Switzer states the property is zoned as C-2. It is a special permitted use that derives that use from the C-1 zone under 10-6B-4 under special uses in the C-2 zone. The mini storage special use is permitted with the special use permit.

President Douglas asked if Building Inspector Joel Brown or the City had any concerns if the board went ahead and approved this request. They had none. President Douglas states the building permit process would obviously include other requirements such as privacy fencing, egress and access and such. The



building permit process is different than the special use permit process. Commissioner Parrott stated the Fire Department had no concerns at this time regarding the special use permit request.

Commissioner Bull asked Building Inspector Joel Brown if there would be some extra requirements, such as a visual barrier, should this special use permit pass. Building Inspector Joel Brown stated some of the extra requirements include a 6-foot visual barrier fence around the area on every street including along Main Street and on NAPA's side. President Douglas asked if it would include all sides. Building Inspector Joel Brown stated yes. Commissioner Eric Bodenstein, abstained from today's meeting and presenting this item asked Building Inspector Joel Brown if a 6-foot visual barrier fence consisting of the actual structures is required. Building Inspector Joel Brown stated yes.

President Douglas stated on the one side, if you do zero-lot line and then on the other side do zero-lot line, he is uncertain of what the current code requirements are to get the fire rating for zero-lot lines on commercial property. If it's a metal building, there isn't much involved. Eric Bodenstein stated they're going to be metal. President Douglas stated it COULD be that they will have to run a parapet up past the roof structure but he doesn't know that information; however, the Fire Review would be able to tell him that information. Eric Bodenstein asked President Douglas to reiterate what the requirements were that he just stated. President Douglas stated the Fire Review would be the one to tell him to get that zero-lot line separation, what kind of structure you would have to build there, etc. He also stated this has nothing to do with the special use permit, just strictly the building process but President Douglas would like for them to go into this project with their eyes wide open and not receive a huge surprise should they have to build a \$200,000 wall on the side of the structures, for instance. Additional costs will probably be incurred throughout the project.

Commissioner Bull stated he assumes there is a residence, possibly two, to the west of the proposed permit and assumes the City has asked any neighbors if they had any issues with this request and was inquiring about any feedback that may have been received. City Manager Robert Switzer states the city mailed out notices to all property owners within a 300-foot distance from the proposed special use permit site or location and the City has not received any comments, negative or otherwise.

President Douglas asked the board if they had any additional questions. There were none.

President Douglas opened the microphone to the public for any questions or comments. Guest David Freitas stated that he received the notice as he is the owner of the vacant lot across the street to the west of the property in question. He stated he was born and raised here and is a current property owner. He stated that he is concerned that there seems to be a lot of metal buildings going up, especially on Main Street, and he doesn't know if the Planning Commission has anything to say about that, but he thinks that "architecturally" this is not the right spot for it. He stated that he is not the type to say what a person can or can't do with their own land but he is asking if there isn't a way with landscaping, for instance, to break up the "metal stuff". He isn't sure if that is the decision of the Planning Commission or not but feels that should be a consideration. The Yerington of "old" had lots of businesses, his father included, and it seems like it made the town. When he tells someone, he was born and raised in Yerington, people have responded with "oh yeah.... that used to be such a cute town." He hates to see the "cuteness" go away from it. He also stated the high intensity agriculture areas in the valley make it look more like Salinas versus Mason Valley. He doesn't like either; however, there is nothing that can be done about that. He is just wanting to bring this to the attention of the Planning Commission as an issue as he may not be the only one who feels

this way. He is hoping the Planning Commission will, at the very least, take into consideration there may be something they can do to minimize something like this happening.

President Douglas stated he appreciates his input. As of right now, he is uncertain if it is at the discretion of the Improvement Committee. He is aware that they have a volunteer board that is trying to look at improving the downtown area and making it more attractive and revitalize it. As far as anything on the Code books or NRS Statutes, he is unaware of anything that would have the Commissioners "REQUIRE" beautification efforts. However, they can certainly "suggest" to the builders and the owners of the properties to try and make it more appealing to the eye so that it is not going to be just a big blank solid metal wall on Main St. There is no code that restricts it. During the building process you could require certain steps but there is nothing in the current codes. It could definitely be suggested. City Manager Robert Switzer stated that there is currently no code. President Douglas stated as long as it meets the codes, and they were to do something like that, he doesn't disagree that it's nice to keep this town looking appealing and attractive to people. There is a certain cost that would be associated with this. The developer and builder would have to come up with the agreement with the city and the developer. David Freitas agreed with that.

Commissioner Bull asked what would be the maximum height of the storage unit. Mr. Bodenstein stated he has no idea. It would be a one story, not a two story. Commissioner Parrott stated probably won't know that until it has entered the building permit phase. President Douglas asked Building Inspector Joel Brown about the 20-foot setback requirements off Main Street for visual site lines. Building Inspector Joel Brown stated yes this is correct. President Douglas stated probably going to have to write some kind of a visual barrier down Main Street that is something the city building department can talk to you about just a thought you would have to meet current building codes still for visual setbacks.

Mr. Bodenstein stated they will do whatever they are required to do as far as visual setbacks and other requirements. President Douglas asked how many units they think will be built. Mr. Bodenstein stated that they're hoping for about sixty 10' X 10' units.

Commissioner Bull stated that he has to admit that when he first read the information a week ago and then took a drive down Main Street to look at all the buildings, kind of had the same feeling as Mr. Freitas and he is glad there is going to be a 6-foot barrier around the property. It would be nice if there is going to be something between that barrier and the edge of the highway to dress it up a bit. There is some similar stuff like that to the east but it is off the road. Commissioner Bull would like to see it dressed up a bit, but is uncertain what to suggest to enforce something like that. President Douglas stated he believes part of the special use approval is they can make recommendations or whatever they want. It is a C-1 use to a C-2 lot. The special use approves that, but we can set whatever conditions we would like as part of that special use. We can say there has to be a landscape barrier or a brick raised coat. On that side, you could have the potential to have 150-foot steel street wall going down Main St/HWY 208. The problem is there is no government agency other than the City's building department and the City Council that has the final decision to institute any conditions. We can put in our recommendations to improve the looks and make that a condition. What that condition is I can't say, but we can state we would like some kind of visual improvement condition as part of the special use.

Parrott stated she believes it's too vague trying to tell somebody they have to do something without telling them something precise. Do you want them to do vegetation or build a facade? Just stating they need to

do a visual improvement is pretty big. Personally, Commissioner Parrott does not like the verbiage associated with it and isn't sure what stipulations we would have. We could drastically change the dollar amount of what they will be expending to do business.

President Douglas wants Eric Bodenstein to understand that it is up to the building department and the city council to approve the recommendation of the committee. They have the final say and it may be part of the approval that could be discussed with them.

Commissioner Arigoni asked if there are any restrictions from the highway department since it is a state highway. City Manager Switzer stated he is unaware of any restrictions. He stated, in his opinion, we have to be fair to the applicants and enforce what we have already in place. However, flawed it may be, until we modify or change those restrictions. Then the applicable building structure requirements that we already have in our zoning ordinance would come into play. City Manager Switzer agreed with Commissioner Parrott that it is very vague to say "put landscaping in" without defining that term and that is what I would recommend to Council. They do have the authority to set some reasonable conditions but again we have to be fair to all of our applicants.

Robert stated this item will be at our first City Council meeting in April.

**Special Use Permit- Eric Bodenstein on behalf of J. K Bodenstein is proposing a special use permit APN 001-411-24:**

Commissioner Parrott made a motion to approve parcel map APN 001-411-24 submitted by J.Kirk Bodenstein as presented, seconded by Commissioner Bull. 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.

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Steve Douglas  
Planning Commissioner President

---

Stacey Larsen  
Planning Commission Secretary

# ***SPECIAL USE PERMIT APPLICATION***

***IN SUPPORT OF THE***

## ***PIONEER MOBILE HOME RANCH & RV PARK 2023 RV PARK EXPANSION***



**APN: 001-231-01**

**Address: 815 WEST BRIDGE STREET  
Yerington, NV 89447**

### **PREPARED FOR:**

**City of Yerington  
Planning Commission & City Council  
14 East Goldfield Avenue  
Yerington, NV 89447**

### **PREPARED BY:**



**P.O. BOX 18790 Reno, NV 89511  
(775) 827-6900 Office (775) 825-6166 Fax**

**MARCH 2023**

April 26, 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 Eric Bodenstein  
Commissioner Lacey Parrott via telephone  
City Manager Robert Switzer  
City Clerk Sheema D. Shaw  
Building Inspector Joel Brown  
Planning Commission Secretary Stacey Larsen  
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Travis Crowder

Guests:

Eric Anderson from Bighorn Consulting, Inc.  
Pete Deterding

#### Agenda Approval

Commissioner Arigoni made a motion to approve the agenda for the April 26, 2023 meeting as presented, seconded by Commissioner Parrott. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

#### Minutes of March 22, 2023 meeting

Commissioner Bull made a motion to approve the minutes for the March 22, 2023 meeting as presented, seconded by Commissioner Arigoni. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

#### **Special Use Permit—Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding is proposing a special use permit APN 001-231-01:**

Eric Anderson from Bighorn Consulting, Inc. addressed the planning commissioners for a special use permit. He stated that in December 2020 the Planning Commissioners approved an expansion in the same area, same parcel of land for twenty-five additional mobile home spaces. Since then, Mr. Pete Deterding owner of Bakerfield Parks, LP, bought the property before construction began.

Mr. Deterding decided that there was a better need for this property, to do more RV stalls instead of mobile home stalls. Mr. Anderson stated 35 more RV stalls will be located on the property. He stated they are not requesting a variance, that it's all per City RV park codes.

They will have full hookups at all 35 stalls. All RV stalls are 85-90 foot in length and will be set up with electrical pedestals to handle larger buses. Mr. Anderson stated in the southeast corner there will be a dog park and in the southwest corner will be a new restroom and shower facility.

Mr. Anderson stated that the through lanes will be paved and the RV stalls will have gravel. He stated that traffic in and out of the park will be one direction. He stated all the lanes are compliant with fire code. He stated he met with Chief Draper and will be bringing in a new fire line that will service the entire park. He stated new fire hydrants will be added to bring the park up to fire code.

He stated the park will have some common areas, some landscape areas and picnic benches. Mr. Anderson stated they will put a new mini sewer lift station next to the retention pond. He stated they can't get gravity sewer out to the colony side so they will pump the sewer. He stated it will be a private owned and maintained pump station, not a city lift station.

President Douglas asked Mr. Anderson how big a main is it going to be. Mr. Anderson said he still needs to "size it". He stated it will probably be 3 or 4 in. and will go straight to the north and drop into another manhole and then go to the second where a pump is already there. He stated there will be two pumps on the property.

Mr. Anderson stated that he met with Walker River Irrigation District about the drain that is along the entire eastern property line. WRID requested that they provide them an access road along that drain. T One does not exist right now and they have a difficult time getting to it from the colony side. President Douglas asked if there is a fence on the inside or outside of the easement. Mr. Anderson stated there is no fence, that the drain and easement are on park property so they have to provide them access. He states it's a 60-foot easement.

**Special Use Permit-Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding is proposing a special use permit APN 001-231-01.**

Commissioner Arigoni made a motion to approve special use permit APN 001-231-01 submitted by Pete Deterding as presented, seconded by Commissioner Bull. 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.

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Steve Douglas  
Planning Commissioner President

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Stacey Larsen  
Planning Commission Secretary



SPECIAL USE PERMIT APPLICATION  
CITY OF YERINGTON  
227 S. MAIN STREET  
YERINGTON, NV 89447  
(775)463-2729

Applicant: Bakersfield Parks LP Owner: Bakersfield Parks LP, Mr. Pete Deterding  
Address: Mr. Pete Deterding Address: P.O. Box 2185  
815 West Bridge Street  
City/State/Zip: Yerington, NV 89447 City/State/Zip: Carmichael, CA 95609  
Telephone: 1-916-662-5099 Telephone: 1-916-622-5099

LEGAL DESCRIPTION OF PROPERTY

Assessor's Parcel Number: 001-231-01  
If within a Subdivision, Name: N/A Lot: N/A Block: N/A  
Street Address of Property: 815 West Bridge Street  
Area of Property (Sq. Ft.): 14.92 Acres (649,915 s.f.) Deed Restrictions: Yes [ ] No [☒]  
(If yes, copy attached)  
Existing Zoning District: C-1 Ordinance Section Proposed: Title 10, Chapter 6, Special Use Permit  
Explanation of Request: C-1 zoning requires a SUP for a recreational vehicle park.  
We are proposing an RV Park Expansion of 35 RV stalls within the existing  
Pioneer Mobile Home Ranch and RV Park.

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. Application Fee: The fee shall be \$250.00 payable at the time of filing the application. Non-refundable.
3. The Public Works Department 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.
4. Property Tax: Showing taxes are paid current on subject property.

JUSTIFICATION FOR SPECIAL USE PERMIT REQUIRED BY ORDINANCE



***SPECIAL USE  
PERMIT (SUP)  
APPLICATION***



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 Peter Deterding, 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.

Peter Deterding  
Signature of Owner

State of California  
County of Sacramento

Subscribed and sworn to before me this 10th day of March, 2023.

Suzanne Peterson  
Notary Public



#### Applicant's Certificate

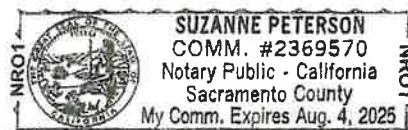
All the facts as stated herein are correct to the best of my knowledge and belief.

Peter Deterding  
Signature of Applicant

State of California  
County of Sacramento

Subscribed and sworn to before me this 10th day of March, 2023.

Suzanne Peterson  
Notary Public



# AFFIDAVIT

## PROPERTY TAX:

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

Number(s):

- 001-231-01
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

☒ Per Computer [ ] Per Telephone Call

Dated this 9<sup>th</sup> day of March, 2023.

Shelby Silveira  
Deputy City Clerk  
County

***PROJECT***  
***SUMMARY***  
***&***  
***REPORT***



March 9, 2023

**City of Yerington**  
14 East Goldfield Avenue  
Yerington, NV 89447

**RE: PIONEER MOBILE HOME RANCH & RV PARK  
2023 RV PARK EXPANSION**

**PROJECT SUMMARY  
TO ACCOMPANY THE  
SPECIAL USE PERMIT APPLICATION**

**Parcel Address:** 815 West Bridge Street  
**Parcel Number:** 001-231-01  
**Parcel Area:** 14.92 acres  
**Zoning:** C-1 Commercial – Manufactured Home Park  
**Owner:** Bakersfield Parks LP; Mr. Pete Deterding

**SUP References:**

*Under the City of Yerington Municipal Code, Title 10 – Zoning Regulations, Chapter 6 Commercial Districts, Article A: C-1 Limited Commercial Districts; Section 10-6A-4 of the City of Yerington Municipal Code, within the C1 Zoning District, a Special Use Permit is required for both a Mobile home park containing a minimum of one-half (1/2) acre or twenty one thousand seven hundred eighty (21,780) square feet and a Recreational vehicle park containing a minimum of one-fourth (1/4) acre or ten thousand eight hundred ninety (10,890) square feet.*

For the purpose of this application for an RV Park Expansion, the above listed title is applicable.

To Whom It May Concern:

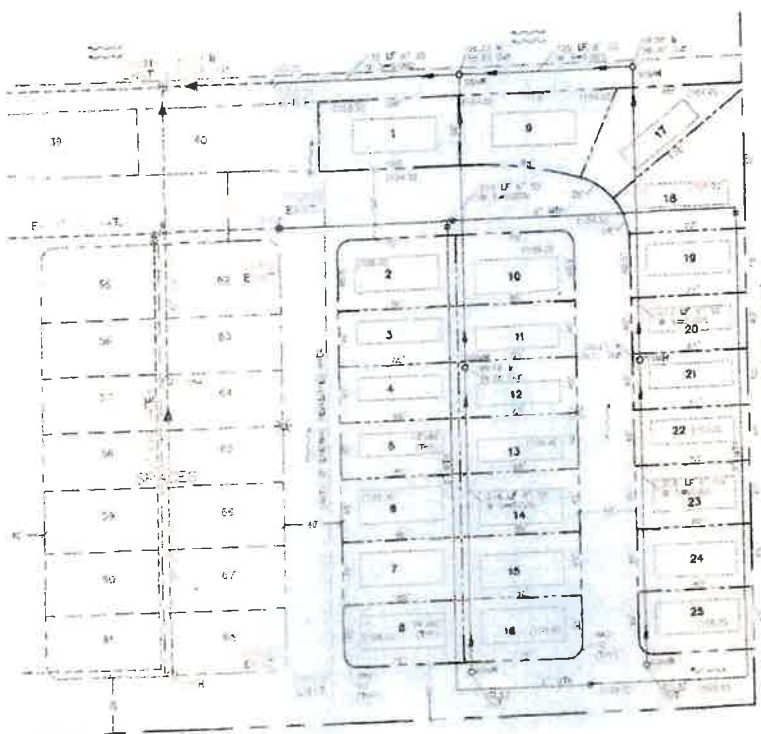
We sincerely appreciate your consideration of the enclosed Special Use Permit Application and look forward to working with your staff on the proposed project. The applicant, Bakersfield Parks LP, is applying for a **Special Use Permit** to construct an **RV Park Expansion** to the existing Pioneer Mobile Home Ranch and RV Park consisting of **35 additional RV Stalls** within the City of Yerington limits at 815 West Bridge Street on Assessor Parcel Number 001-231-01.

The approval of this Special Use Permit Application will allow for the expansion of the RV Park on the south side of the existing Pioneer Mobile Home Ranch and RV Park.

Please let the information contained within this report to serve as a Project Summary to accompany the Special Use Permit Application.

On December 14, 2020; a previous Special Use Permit Application was approved by the Yerington City Council for the expansion of the existing Pioneer Mobile Home Ranch and RV Park to include 25 additional mobile home spaces (see image below).

### PREVIOUS SUP APPROVAL



Since the approval of the previous Special Use Permit application (above), the Pioneer Mobile Home Ranch and RV Park owner decided that there appears to be more of a need/demand in Yerington for additional modern RV Stalls to be located within the already developed Pioneer Mobile Home Ranch and RV Park. In addition, the expanded RV Stalls will be able to take full advantage of all the existing amenities, access, utilities infrastructure, and mature landscaping located within the existing Pioneer Mobile Home Ranch and RV Park.

## **SURROUNDING PROPERTIES**

The property surrounding this project is as follows:

North:	Existing vacant agricultural land / Bridge Street
South:	Vacant Residential zoned land
East:	Yerington Paiute Tribe Colony / Cottonwood Street
West:	Vacant Residential-Commercial zoned land

This project is within a portion of Section 22, Township 13 North, Range 25 East.

## **SPECIAL USE PERMIT PLANS**

Reference Appendix "A" for SUP Plans

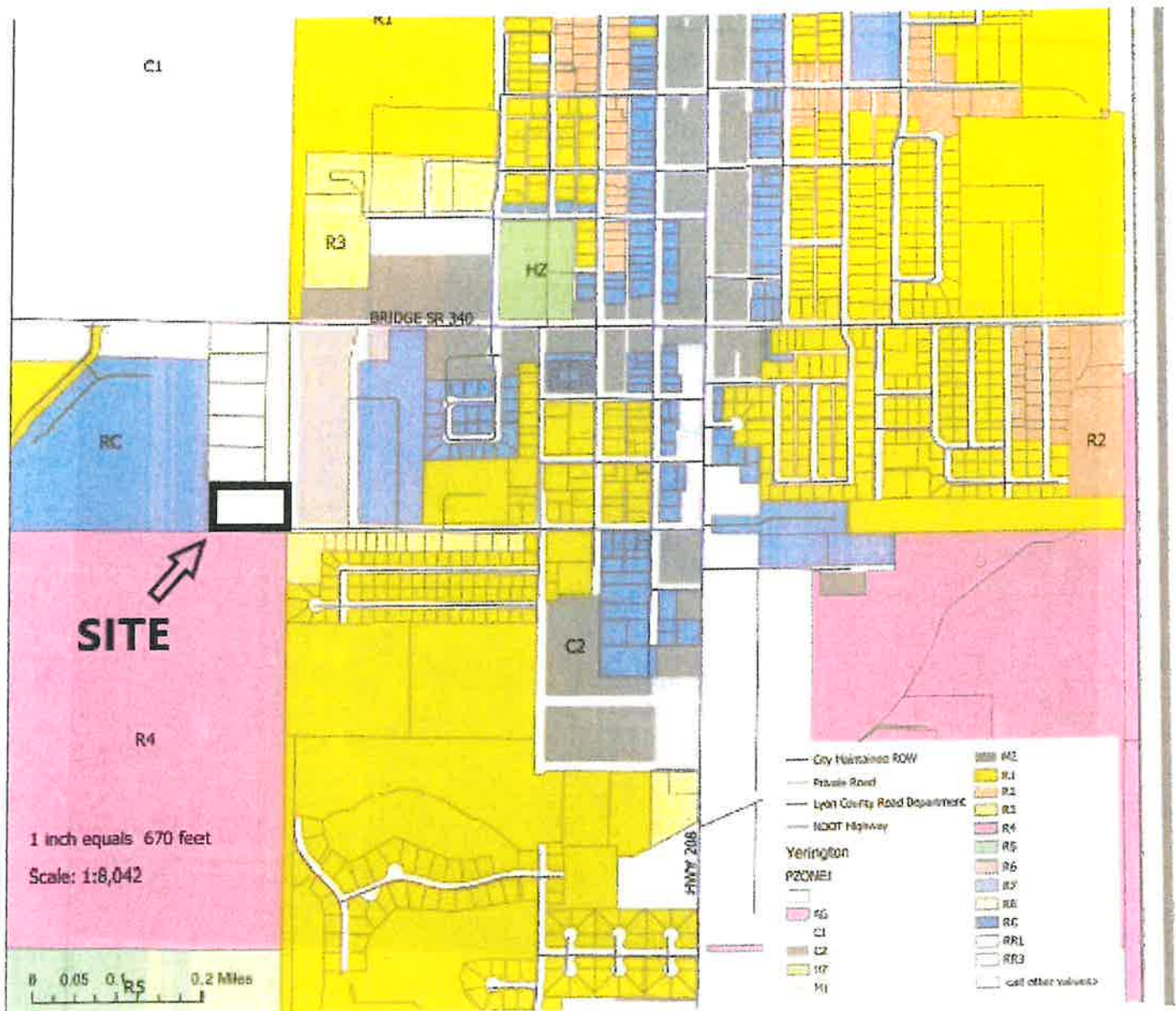


# VICINITY MAP



PIONEER RV PARK EXPANSION	SCALE: N.T.S.	 BIGHORN CONSULTING <small>REG. OFFICE: 18750 N. HIGHWAY 100, SUITE 100, DENVER, CO 80228                  OFFICE: 17507 E. 10TH AVE., DENVER, CO 80231</small>	SHEET VIC-1
815 West Bridge Street	YERINGTON		OF 1
VICINITY MAP	NEVADA MARCH 2023		

# CITY ZONING MAP





**This Special Use Permit Application is requesting the following:**

- (1) To approve a **Special Use Permit** to expand the existing Pioneer Mobile Home Ranch and RV Park to consist of 35 new RV Stalls in conformance with City of Yerington and Mason Valley Fire Protection District standards.

***Under the City of Yerington Municipal Code, Title 10 – Zoning Regulations, Chapter 8 – SPECIAL USE PERMITS; SECTION 10-8-7: CONSIDERATIONS:***

- In its recommendation approving a special use permit, the planning commission may consider the following:
  - A. Issuance of a special use permit for the proposed use in its proposed location is authorized by this title;
  - B. Upon compliance with special conditions specified, and with such additional conditions as the planning commission may impose, the use will be compatible with other permitted uses in and adjoining the district in which it is proposed;
  - C. Such use is necessary or desirable for development of the community, is in accordance with the general plan, and unlikely to be detrimental to existing uses or to any other uses specifically permitted in the district in which it is proposed;
  - D. Such use is in furtherance of incremental growth of the urban community and is in conformance with the staging plan contained in the general plan;
  - E. The proposed site is adequate in area, shape, dimensions and topographic characteristics to accommodate such use in accordance with all provisions;
  - F. The proposed site has satisfactory access by public streets and thoroughfares currently capable of carrying the type and volume of additional traffic generated or to be generated by the proposed use; and that the development of the site will not generate undesirable traffic through residential neighborhoods.

## **EXISTING PARK ANALYSIS**

**TOTAL SITE/PARCEL AREA = 14.92 ACRES**

**EXISTING PARK DEVELOPED AREA = 11.30 ACRES**

### **EXISTING STALLS USES:**

**LOTS 1 - 36: MANUFACTURED HOMES**

**LOTS 37 (A - L): RV STALLS**

**LOT 38: STORAGE**

**LOTS 39 - 40: MINI STORAGE UNITS**

**LOTS 41 - 62: MANUFACTURED HOMES**

**LOTS M - Y: RV STALLS**

**OPEN SPACE / COMMON USE AREA: 0.40 ACRES**

**LAUNDRY BUILDING: 0.16 ACRES**

Per the City of Yerington Municipal Code; Title 9, Building Regulations; Chapter 5 – Recreational Parks, below is a summary of the requirements as set forth in the above referenced code for compliance verification.

## **PROPOSED EXPANSION ANALYSIS**

- **PROPOSED EXPANSION AREA = 3.62 ACRES**
- **DENSITY ALLOWED = 25 RV STALLS PER GROSS ACRE**
  - **3.62 ACRES X 25 STALLS = 90 STALLS ALLOWED**
    - **35 STALLS PROPOSED; THEREFORE OKAY (35 < 90)**
- **MINIMUM ALLOWABLE NET SITE AREA PER RV SPACE = 1,000 S.F. REQUIRED**
  - ***1,360 S.F. PROVIDED (MINIMUM); THEREFORE OKAY***

- MINIMUM SETBACK OF RV SPACE TO PUBLIC STREET LINE = 10' MINIMUM
  - NO PUBLIC STREET LINES; PRIVATE STREETS; THEREFORE OKAY
- MINIMUM SETBACK FROM THE EXTERIOR BOUNDARY LINE FOR ANY BUILDING OR RV = 10' MINIMUM
  - 10' MINIMUM PROVIDED; THEREFORE OKAY
- MINIMUM VEHICLE PARKING SPACE = 10' MINIMUM WIDTH
  - 15' MINIMUM PROVIDED; THEREFORE OKAY
- RECREATION AREA/OPEN SPACE REQUIRED = 5% OF GROSS PARK AREA  
(157,687 S.F. X 5% = 7,884 S.F. REQUIRED)
  - 8,228 S.F. REC AREA/OPEN SPACE PROVIDED; THEREFORE OKAY
- ACCESSORY BUILDING (RESTROOMS/SHOWERS) REQUIRED WITHIN 500' OF ALL RV STALLS
  - 390' MAXIMUM PROVIDED; THEREFORE OKAY
- 50% OF RV SPACES SHALL BE PROVIDED WITH INDIVIDUAL SEWER CONNECTIONS
  - 100% PROVIDED; THEREFORE OKAY
- EACH RV PARK SHALL BE FENCED WITH A SCREENING FENCE NOT MORE THAN 6' NOR LESS THAN 4' IN HEIGHT AROUND THE ENTIRE PARK BOUNDARY
  - 6' HIGH SCREENING FENCE PROPOSED
- INTERNAL STREETS MINIMUM PAVED WIDTH = 20'
  - 32' MINIMUM PAVED WIDTH PROVIDED, THEREFORE OKAY
- ALL STREETS SHALL BE LIGHTED AT NIGHT WITH AT LEAST THE EQUIVALENT OF A 50 WATT LAMP FOR EACH 100 LINEAL FEET OF STREET
  - STREET LIGHTS PROVIDED EVERY 100 LINEAL FEET; THEREFORE OKAY
- OWNER, MANAGER, OR CARETAKER REQUIRED TO RESIDE WITHIN THE PARK
  - MANAGER RESIDES ON-SITE IN EXISTING PARK; THEREFORE OKAY

## **PROPOSED EXPANSION STALLS SUMMARY**

**# FULL SIZE PULL THROUGH STALLS PROPOSED = 18**

**# FULL SIZE BACK-UP STALLS PROPOSED = 17**

**TOTAL # STALLS PROPOSED = 35**

## **LEGAL AND PHYSICAL ACCESS, TRAFFIC IMPACT, TRIP GENERATION**

Primary and secondary access (north side) to the proposed project site will be from Bridge Street through the existing Pioneer Mobile Home Ranch and RV Park via two existing paved driveway entrances on the south side of Bridge Street. New customers will access the proposed expanded RV Park via the eastern entrance into the existing Pioneer Mobile Home Ranch and RV Park, where the manager's office is located to be checked-in.

## **PARKING AND LOADING**

Under the City of Yerington Municipal Code, *Title 9, Building Regulations; Chapter 5 – Recreational Parks; Section 9-5-12: Site and Structure Requirements, Subsection C.4.b: Each recreational vehicle park shall provide sufficient parking and maneuvering space and an off-street parking space shall be provided for a tow vehicle.*

- The proposed project is in compliance with this requirement with providing tow vehicle parking in front of the RV units.

## **SIGNAGE**

It is anticipated that new directional and no parking signage will be located along the proposed roadways within the limits of the proposed expansion in compliance with the City of Yerington Municipal Code.

## LANDSCAPING

Under the City of Yerington Municipal Code, Title 9, Building Regulations; Chapter 5 – Recreational Parks; Section 9-5-12: Site and Structure Requirements, Subsection B.3: Recreation Area or Open Space: *In all recreational vehicle parks there shall be at least one recreation area or open space accessible from all vehicle spaces. The size of such recreation area or open space shall be not less than five percent (5%) of gross park area and shall be landscaped in an approved manner.*

- The proposed project is in compliance with this requirement per the calculation provided below:

- Gross Park Area = 157,687 square feet

- $(157,687 \text{ S.F.} \times 5\% = 7,884 \text{ S.F. REQUIRED (minimum)})$

- 8,228 S.F. REC AREA/OPEN SPACE PROVIDED

## FIRE PROTECTION:

The Mason Valley Fire Protection District is located approximately 1 mile from the subject parcel. Fire and emergency vehicle travel and response time is more than suitable due to the ability to travel south on Main Street and west on Bridge Street and have direct adequate access to the proposed project from Bridge Street via two existing paved driveway aprons.

The proposed project is going to include new fire hydrants located along the entire west property boundary from Bridge Street south into the proposed expanded park. The new fire hydrants will be located adjacent to all east-west drive isles within both the existing park and the expanded park, as required by the Mason Valley Fire Protection District.

## WATER AVAILABILITY:

The City of Yerington is the water purveyor for this project. It is anticipated that the proposed park expansion will connect to the existing 4" domestic water service (metered) loop located within the existing park and create a looped system within the expanded portion of the park. The new restroom/shower building within the expanded portion of the park will have it's own dedicated domestic water meter and backflow protection assembly connected to the new water main servicing the new fire hydrants running along the west property boundary.

## **SEWAGE DISPOSAL AVAILABILITY:**

The City of Yerington will provide sanitary sewer service for this project. An existing private sanitary sewer lift station exists within the existing portion of the park near the northeast corner of the existing park. This existing lift station collects all sanitary sewer gravity lines within the existing park and pumps across the WRID Drain to the east into an existing gravity system manhole located in Cottonwood Street.

The proposed expanded park sanitary sewer system will be conveyed via all gravity sewer pipes to the northeast corner of the expanded portion of the park to a new private sanitary sewer lift station that will pump to the north along the west side of the existing WRID Drain to an existing gravity sanitary sewer manhole located just north of the existing mini-storage unit buildings within the existing portion of the park. From this existing sanitary sewer manhole, the existing gravity system continues to flow north to the existing private sanitary sewer lift station mentioned above.

## **ELECTRICAL AVAILABILITY:**

NV Energy will provide the electric service for this project. NV Energy's electric service design will determine the extent of the improvements required to provide adequate service to this project.

## **NATURAL GAS AVAILABILITY:**

Southwest Gas provides natural gas service for a portion of the existing mobile homes located with the existing portion of the park. For the expansion portion of the park's new RV Stalls, each RV Stall will be serviced by individual propane tanks, as is customary with RV stalls. No extension of Southwest Gas' natural gas service will be included with this portion of the proposed expansion.

## **LIGHTING**

LED light poles will be installed with down-shielded fixtures (dark-sky type) for safety lighting adjacent to the proposed internal streets spaced a maximum of 100 lineal feet with an equivalent of a 50-watt lamp in compliance with City of Yerington Code requirements.



## CENTRAL ACCESSORY BUILDING

Under the City of Yerington Municipal Code, *Title 9, Building Regulations; Chapter 5 – Recreational Parks; Section 9-5-12: Site and Structure Requirements, Subsection E: A central accessory building containing the necessary toilet and plumbing fixtures shall be provided in all recreational vehicle parks. Such building shall be conveniently located within a radius of five-hundred (500') to the vehicle spaces or spaces to be served. Each recreational vehicle park shall provide sufficient parking and maneuvering space and an off-street parking space shall be provided for a tow vehicle.*

- The proposed project is in compliance with this requirement with providing a new approximately 1,000 square foot bathrooms and shower building within a maximum of 380 feet from any of the proposed RV Stalls within the expansion portion of the park.

An existing laundry facility is located at the front of the existing portion of the park (north end) adjacent to the main entrance and the expanded portion of the park will utilize this existing laundry facility; therefore, no new laundry facility is included with the expanded portion of the park, which still meets the requirements as set forth in this portion of the City of Yerington code.

## DRAINAGE

The proposed drainage infrastructure for the expanded portion of the park will include concrete valley gutters and rock rip rapped drainage swales conveying all surface storm water to a proposed retention pond located near the natural low point of the vacant portion of the parcel where the expansion of the park is proposed. The proposed retention pond is sized to handle storm water flows from the 25 and 100-year storm events, respectively, and is in compliance with current drainage requirements as set forth in the City of Yerington Municipal Code.

## MANAGEMENT

Under the City of Yerington Municipal Code, *Title 9, Building Regulations; Chapter 5 – Recreational Parks; Section 9-5-13: Park Management, Subsection A: Manager or Caretaker: It is unlawful for any person to operate or maintain or permit the operation or maintenance of any recreational vehicle park where space or sites are rented or leased unless there is a caretaker, owner or manager in the park.*

- There is an on-site manager that lives in the existing Pioneer Mobile Home Ranch and RV Park and this manager will be responsible for the proposed expansion portion of the park as well.

## TRASH

As required, a new trash enclosure is proposed with the expansion portion of the park to accommodate up to two 6-yard dumpsters. The new trash enclosure is located such that adequate access is provided for the users of the park as well as for pick-up services by the local waste management company.

## WALKER RIVER IRRIGATION DISTRICT

In discussions with the Walker Rive Irrigation District (WRID), they have requested for the proposed project to do it's best to fit in a 10 foot maintenance access road/area along the west side of the existing WRID drain the runs along the east property line of the existing subject parcel. This maintenance access road will provide access to the existing drain for being able to clean and burn and maintain the drain. With existing physical buildings, structures, and utility infrastructure located within the existing portion of the Pioneer Mobile Home Ranch and RV Park, the project will do it's best to provide adequate maintenance access as possible along the drain.

## SANITARY DUMP STATION

Under the City of Yerington Municipal Code, *Title 9, Building Regulations; Chapter 5 – Recreational Parks; Section 9-5-12: Subsection B, 6: Sanitary Stations: One sanitary station shall be provided as required by the Nevada health division or the uniform plumbing code as adopted by the city, whichever is greater.*

- Due to the existing Pioneer Mobile Home Ranch and RV Park and the proposed expansion portion of the park providing all spaces/stalls with gravity sanitary sewer hook-ups and the entire sanitary sewer system being conveyed to the City of Yerington public sanitary sewer system, there is no requirement for the proposed project to install a new sanitary sewer dump station.
  - Sanitary sewer dump stations are typically required by the Nevada Health Division, the uniform plumbing code, or the City if a specific percentage of the spaces/stalls do not have a sanitary sewer hook-up (draining to a public sanitary sewer system) and there has to be a provision for customers to utilize an on-site sanitary sewer dump station to empty their tanks prior to departing the park.



## **FUTURE TINY HOMES**

In the future, the owner may decide to place some "tiny homes" within the expanded portion of the RV Park in the RV Stalls located along the perimeter of the expanded portion of the park. The tiny homes will remain on wheels and axles and will not be parked on a permanent foundation and will be in identical compliance as standards set forth for Recreational Vehicles (RVs) in RV Parks.

- In Nevada, tiny houses on wheels are classified as recreational vehicles by the State. This means that in order for a tiny house on wheels to be allowed, it has to follow RV laws for the state of Nevada and the local jurisdiction. NRS 482.101 "Recreational vehicle" defined. "Recreational vehicle" means a vehicular-type unit primarily designed as temporary living quarters for travel, recreational or camping use, which may be self-propelled, mounted upon, or drawn by, a motor vehicle. The term includes a recreational park trailer.

## CONCLUSION

- We sincerely appreciate your consideration of the Special Use Permit Application.
- Under the City of Yerington Municipal Code, *Title 10 – Zoning Regulations, Chapter 6 Commercial Districts, Article A: C-1 Limited Commercial Districts; Section 10-6A-4 of the City of Yerington Municipal Code, within the C1 Zoning District, a Special Use Permit is required for both a Mobile home park containing a minimum of one-half (1/2) acre or twenty one thousand seven hundred eighty (21,780) square feet and a Recreational vehicle park containing a minimum of one-fourth (1/4) acre or ten thousand eight hundred ninety (10,890) square feet.*
- The applicant, Bakersfield Parks LP, is applying for a **Special Use Permit** to construct an **RV Park Expansion** to the existing Pioneer Mobile Home Ranch and RV Park consisting of **35 additional RV Stalls** within the City of Yerington limits at 815 West Bridge Street on Assessor Parcel Number 001-231-01.
- We feel the information contained within this project summary meets or exceeds the requirements of the Special Use Permit Application and provides your staff with accurate and responsible responses/answers to satisfy an approval of the Special Use Permit.
- There are no variances to the Special Use Permit requirements being requested as part of this application.

Please let us know if you have any questions or require any additional information.

Sincerely,  
**Bighorn Consulting**



Eric Anderson, P.E.  
Principal

# ***APPENDIX “A”***

**SUP PLANS**

**Bakersfield Parks LP – Special Use Permit Application**– The applicant, Bakersfield Parks LP, is applying for a special use permit to expand the RV Park at the existing Pioneer Mobile Home Ranch and RV Park located at 815 West Bridge Street on Assessors Parcel Number 001-231-01. The proposed expansion consists of 35 new RV stalls located at the south end of the existing Pioneer Mobile Home Ranch and RV Park. On December 14, 2020; a previous Special Use Permit Application was approved by the Yerington City Council for the expansion of the existing Pioneer Mobile Home Ranch and RV Park to include 25 additional mobile home spaces. Since the approval of the previous Special Use Permit application, the Pioneer Mobile Home Ranch and RV Park owner feels that there appears to be more of a need/demand in Yerington for additional modern RV Stalls to be located within the already developed Pioneer Mobile Home Ranch and RV Park. The proposed expanded RV Park will take full advantage of all the existing amenities, access, utilities infrastructure, and mature landscaping located within the existing Pioneer Mobile Home Ranch and RV Park. The subject property is currently zoned C-1 ~ Limited Commercial. Under the City of Yerington Municipal Code, Title 10 – Zoning Regulations, Chapter 6 Commercial Districts, Article A: C-1 Limited Commercial Districts; Section 10-6A-4 of the City of Yerington Municipal Code, within the C1 Zoning District, a Special Use Permit is required for both a Mobile home park containing a minimum of one-half (1/2) acre or twenty one thousand seven hundred eighty (21,780) square feet and a Recreational vehicle park containing a minimum of one-fourth (1/4) acre or ten thousand eight hundred ninety (10,890) square feet. The proposed RV Park Expansion will be serviced by City of Yerington domestic water, fire water, and sanitary sewer utilities. Action may be taken.

**ITEM**

**#9**





ALLEY COLLECTION SERVICE, LLC

8811 North 51<sup>st</sup> Avenue, Suite 102, Glendale, AZ 85302  
(623) 931-4325, Fax (623) 934-4041  
Toll Free: 1-800-244-9665

# Yerington Municipal Court Collection Pamphlet

*Prospectus Proposal for Collection Services*

## *Contact Information*

**Scott Maxam, Collections Manager/Member**

[scott@valleycollection.com](mailto:scott@valleycollection.com)

Telephone: (800) 244-9665  
(623) 931-4325 x 216

Facsimile: (623) 934-4041



**ALLEY COLLECTION SERVICE, LLC**

Dear Prospective Client:

Valley Collection Service, LLC was established in Arizona in 1980 and has been servicing our government based clients ever since. In the area of all collections, and specifically Court collections, we have the trained personnel, management resources, operational capability, technical resources, years of experience, customized service, timely management reports, superior collection services and overall excellence that today's clients demand. As professionals, we rely on experience and knowledge to determine which procedure facilitates the best results. To better serve our diverse clients, we have bilingual staff members on duty at all times.

Our hands-on approach to the collection process facilitates efficient debt recovery. Our average court collection success rate is well above the national average collection rate. We accomplish this higher-than-average collection rate by keeping our primary focus on providing unparalleled collection service to our clients, and treating both clients and defendants with the utmost respect. Prompt follow up and follow through top our list of priorities for each and every account. This has led for us to continue to grow our large nationwide court client base.

We have a clean record with the Better Business Bureau (an A+ rating) and are proud that Valley Collection Service, LLC has never had a conviction for a criminal or civil offense let alone any court action of any kind against us. This is a rarity in the collections industry and allows us to provide a strong assurance that we represent our clients in the best possible way.

At Valley Collection Service, LLC we strive to add an emphasis to the relationship developed between ourselves and our clients. We will customize our collection and reporting efforts to ensure the least amount of time is expended by the Court's employees. Our contingency rate is lower than most other agencies collecting for courts while our success rate is higher. We are confident that after you have read our brochure and contacted our references you will find we are the best collection agency to serve your needs. Please give me a call at (623) 299-9111 if you any questions. If you require further detail to anything in this pamphlet, I can gladly provide a full proposal to the Court. I look forward to further discussing our collection services which can significantly improve the revenue generated by your court.

Sincerely,

Scott A Maxam  
Collections Manager/Member





## ALLEY COLLECTION SERVICE, LLC

### Collections Statement

*The primary focus of Valley Collection Service, LLC is to provide unparalleled collection service to our clients, and to treat our clients and debtors/defendants with respect. Our collection goal is to reach the debtor/defendant as quickly as possible and to obtain a payment agreement from them. We focus on prompt Follow-Up and Follow-Thru on each individual account to maximize collections for our clients.*

### Governmental Collections - A Valley Collection Service, LLC Specialty

Valley Collection Service, LLC has a firm understanding of how to collect on delinquent accounts for our client base majority. This is proven by the fact that we have been in existence and actively providing collection services since 1980. We value the importance of ensuring justice amongst all citizens by enforcing the fact that financial obligations to the Court cannot be ignored.

Our specialization is in government collections, which we started doing in 1984. This can be evidenced by contacting some of the municipalities we provide our services for. Our higher than industry average success rate on court and municipal collections has kept our satisfied clients working with us for years. Unlike many of our competitors, we do not have a minimum threshold of accounts that must be assigned in a given time period. Our client base ranges from a court sending an average of 2,000 accounts a month to clients who send an average of 5-10 accounts a month. Other clients will send accounts to us quarterly or semi-annually. Some companies will accept a minimal amount of accounts, but only give maximum efforts to their larger clients. That is not the case at Valley Collection Service, LLC. We customize our collection efforts to the volume and type of account assigned.

A few of our governmental clients that have larger population bases that we collect for are: City of Phoenix, Peoria, AZ, Mesa, AZ, Overland Park, KS, Reno, NV, Scottsdale, AZ, Chandler AZ and Salt Lake City UT. These municipalities are listed to show we are more than capable of effectively collecting on the accounts that would be assigned. We are a multi-state collection agency which is fully licensed and excited about the opportunity to continue to grow nationwide.

### Ethical Collections

While it is the focus of Valley Collection Service, LLC to maximize collections for the client, it is also very important for us to do this with an ethical approach. This approach allows us to maintain a clean record with the Better Business Bureau and a clear conscience. We also feel that it is a good business practice.

As part of a new hire's orientation, we require them to sign the following Code of Ethics statement. We make sure that we revisit this policy periodically with all of our employees to guarantee that all of our collection activities are aligned with our behaviors.



**ALLEY COLLECTION SERVICE, LLC**

**CODE OF ETHICS FOR ALL EMPLOYEES**

There are many state, local, and federal laws governing the proper procedure for collection of an outstanding debt. I understand that it is my obligation to follow each of those laws. To treat debtors, co-workers, and clients in the same manner in which I wish to be treated. To clearly, honestly and frankly document the steps taken in work that I have performed. I also understand that I have access to extremely confidential information and that it is my responsibility to respect and protect the privacy of debtors, defendants, clients and co-workers. When I am communicating with others, I must assure that I avoid the appearance of harassment, rudeness or non-cooperation. It is my goal to handle matters in such a way as to avoid complaints and conflicts. I understand that it is extremely important not to make professional legal recommendations and to only tell the debtor the honest facts about their account.

**Collection Methods**

***Within 24 hours of receiving defendant information:***

- Information provided by the client about the defendant is recorded into our computer system. We accept accounts in any method that is easiest for the Court and will pay for any upgrades to make our systems compatible with the Court
- Address and phone numbers are immediately verified through our National Change of Address databases. Skip-traces are performed where needed.
- Within 24 hours of uploading defendant information, an initial written notice as required by the Fair Debt Collection Practices Act (FDCPA) guidelines is sent out to the defendant and recorded into our system.

***After 10 business days:***

- A phone call may be placed to a defendant if we have not received communication regarding a payment arrangement after the initial notice being mailed.

***After 35 business days:***

- Continued efforts are made to obtain either a payment in full or partial payment arrangement.
- A second notice is sent to the defendant regarding the account.
- We will continue to make efforts to reach the defendant by a series of notices and phone calls to the defendant until a satisfactory payment arrangement has been made.
- Each defendant is contacted by phone or by a mailed notice at a minimum of once every thirty days until adequate payment has been achieved and the account has been closed.
- Skip-tracing searches are performed any time we receive a mail return on an assigned account.





### **ALLEY COLLECTION SERVICE, LLC**

A series of telephone calls and notices are sent on until payment is received with increased levels of urgency to pay the outstanding balance. We will continue to send notices and call the debtor until we have received payment in full or the account has been recalled. We do not stop trying to communicate with the debtor after a predetermined quantity of attempts to collect on a debt. We are very careful regarding our collection attempts as to not harass an individual based on the Fair Debt Collection Practices Act.

#### **Standard Collection Activities Performed:**

- Dispute and Problem Resolution
- Running Skip-tracing programs to locate current address information
- Informing defendant to speak to Court with any matters that can not be satisfied with Valley Collection Service, LLC (failure to appears)
- Providing our Clients timely reports of payments made
- Assisting defendants in developing a plan to successfully meet their financial obligations to the Court
- Written and telephonic communication with defendants

#### **Notices and Phone Calls**

At Valley Collection Service, LLC, we have a series of notices and phone scripts of various degrees of urgency to have a defendant pay their outstanding account. Our debt collection attorney has reviewed each notice and phone script to ensure that we are compliant with all collection laws. Some of our communications inform the defendant that their license **MAY** be suspended. These notices are only sent on cases pertaining to traffic violations. We have felt addressing this is extremely useful in the fact many individuals claim they are not aware that their license has been suspended because of the delinquent account. If it is your wishes for this notice (or any of our notices) not to be sent to a defendant, we will abide by the wishes of the Court. Copies of our notices and phone scripts can be provided upon request.

#### **Payments**

We will notify the court daily of any payment in full made by an individual by fax or email unless otherwise requested by the Court. All payments received are immediately deposited into our Client trust account. Payment reports accompany remittance of payment to the court at the agreed upon frequency the Court requires.

A collector can assist the defendant in making a payment in full immediately. The preferred methods of payment in this instance are guaranteed funds (cash, money order, or official check). We do not charge any additional fees to the debtor when they make a payment using their debit/credit card. During office hours, we will have one of our collectors take all pertinent credit/debit card information to make a payment in full. Payments can be made on our secure website [valleycollection.com](http://valleycollection.com) at any time. When an individual is trying to have driving privileges reinstated, we can notify the Court immediately to let them know that payment has been made in full. We can do this by sending a receipt through our SFTP



## **ALLEY COLLECTION SERVICE, LLC**

channels, emailing a designated court employee, or faxing over copies of a paid in full receipt based on the Court's request.

We also have designated bank accounts at Chase and Wells Fargo that allows the debtor to make a cash only deposit into this account if they want to pay their account immediately. Our requirement for this deposit is for the individual to call us immediately after they make cash payment so we can verify the funds online. If the bank allows, we will immediately fax a paid in full receipt for the debtor to the branch the deposit was made at. If we are unable to do this, we will simply mail the receipt to the individual. Many out of state debtors have thanked us for this option stating that it is an extra "service added" that they don't experience from other companies. Wire transfers can be made into this account as well.

### **Account Transfer**

Before Valley Collection Service, LLC can begin working on a single account; there must be a secure and reliable flow of data as necessary for the completion of our services. We are able to accept data from the Court in whichever manner they prefer. These transmissions follow the American Collectors Association rules and regulations insuring the safeguarding of information. Our preferred method of sending and receiving data from our clients is through a FTP feed based on the security systems that are implemented in this transfer medium. We currently have clients send their data through FTP feeds such as Filezilla (Overland Park Municipal Court), Secure FTP (the City of Mesa) along with other programs different courts and municipalities use to send over their accounts. After we receive the file through the secure FTP transfer, we upload the data directly into our collection software. This is the method that most of our larger clients use in transferring data to us and is usually done through.

VCS would be able to accept and transmit this data in batch or in real-time, if the Court ever requested. Encrypted data generally takes 24-48 hours to convert the first time it is sent over to Valley Collection Service, LLC depending on the complexity of the conversion. Subsequent conversions will be performed immediately upon receipt. Information can also be transmitted by the Court to VCS regarding close-outs or changes through secure FTP or any other method. If it is the Court's preference, this can also be done by data files, hard copies, or email notifications by an authorized individual of the Court.

Our sub-contracted IT Company, Spectrum Technology Solutions, has developed the necessary architecture to support the transmission of data in the Court's preferred method. We agree to fully comply with all of the Court's standards, software standards, and codes set forth in regard to data transmission and security. We acknowledge that we would be responsible for all hardware and software costs, costs to ensure compatibility of the transmissions between VCS and the Court, the database programming costs associated with the processing of Court data along with the accommodation of any future system upgrades.





## **ALLEY COLLECTION SERVICE, LLC**

### **Security and Confidentiality**

Valley Collection Service, LLC treats all information as confidential and uses information only as necessary for the proper discharge of its obligations and protection of their rights. Under no circumstances is any customer information given or sold to a third party. Our offices are well secured at night to protect the information that has been entrusted to us. Client information is stored on a secure network drive that resides in a secured room. Only authorized personnel can access the secured server. Valid user and password protection secure access to the network drive.

### **Compliance**

We are fully licensed, bonded, and insured in all states that we conduct business. As a collection company it is essential to our existence to be compliant with all applicable provisions of the Fair Debt Collection Practices Act, along with all other Federal, State of Nevada and Local Collection laws. Through our membership in the national chapter of the American Collector's Association, the leading authority of ethical collections in our industry, we are made aware of changes in the consumer and collection agency laws long before they become effective. We also have on retainer an attorney who specializes in Nevada debt collection law and advises us on changes in laws applicable to our industry.

Well-trained and ethically sound employees are at the core of our business. Extensive background checks are performed on all of our employees. Each employee is given a training manual and is tested on the material. We retest our staff every 3-6 months to ensure optimal knowledge of collection laws and techniques, in order to maintain strict compliance to all local, state and federal guidelines. Employees are only allowed to make telephone contact with defendants after they have passed the required exams. In addition, employees are required to take continuing education through attendance at various American Collectors Association seminars and teleconferences. Employees are then tested on their understanding of the Acts and amendments to the Acts.

### **Technology**

At Valley Collection Service, LLC we strive to stay on the cutting edge of technology to ensure that we are maximizing our collection efforts for our clients. Our collection software was custom made for our company to ensure all collection activities are being performed effectively and efficiently. Updates are performed to stay current with all collection law. Our IT Director is on call with the company 24/7 to ensure that our systems are running smoothly for both ourselves and our clients. If there are any compatibility issues between our systems and our clients, our IT director will make us compatible to our client with all costs of this borne by Valley Collection Service, LLC.

### **Differentiated Collection Services for the Court**

Valley Collection Service, LLC is confident that it stands above the typical collection agency through our integrity and professionalism. There are few collection agencies with our experience, and not a single one of them has our history of persistency while maintaining a



### **ALLEY COLLECTION SERVICE, LLC**

clean complaint record when it comes to collecting outstanding accounts receivables. We take great efforts to collect all accounts in a way that is respectful to the defendant, stays compliant with all collection law while effectively collecting for our clients. When we get an account, we follow-through with the debtor/defendant until the money is collected.

VCS works very hard to maintain a cooperative working relationship and open communications with all of our clients and would do so with the Court. We welcome the opportunity to speak with the Court about their accounts at any time and will cooperate with any requests that the Court makes. We also would commit to have one of the members come out annually to speak to court administration and staff to ensure that the Court is completely satisfied with the collection efforts being performed. We will communicate any updates in collection laws to the Court as necessary (such as the changes that recently occurred with the National Consumer Assistance Plan). As members of the American Collectors Association, along with our retainers with different collection attorneys, we are made aware of these changes. We have found that these meetings are a benefit to our client because it reinforces the commitment that we have to the court while also further promoting the accountability our management team has to our clients. It can also be very beneficial to both the Court and to VCS as it fosters the relationship between client and vendor and ensures everybody is on the same page to effectively execute the Court's collection program.

Our collection goal is to reach your debtors as promptly as possible and to obtain a payment in full to achieve maximum possible recovery. We do this while treating each person we deal with respectfully and with the dignity that they deserve. Valley Collection Service, LLC will assign its court collection team to the accounts that the Court turns over. If an individual collector appears to be "stuck" on a particular account, we will assign it to a different collector within their team to see if they can achieve better results. Sometimes all it takes is a different voice or a slightly different approach to get the individual to pay.

We attempt to collect the balance in full while assessing a debtor's ability to pay the debt owed. We hold our debtors accountable to the commitments they make to pay in full their account, but do so without harassing or disrespecting them. Many collection agencies simply rely on technology to get a debtor to pay; we rely on a combination of our state of the art computer system with a more personal touch from our collectors to get payment in full on an account. We hold our collectors accountable to getting the job done. We look for and only hire those individuals who want to do the work, who can do the work, and who will do the work effectively.

We employ a hands-on management approach and carefully monitor all activities per the requirements of our clients. Account managers are assigned to small teams. It is their job to monitor their assigned accounts to verify that we are exceeding the targeted collection success rate for each of our clients. If we are not hitting this objective for a client, collection efforts are redirected until we have reached this benchmark. When we are hitting this objective, we still continuously pursue payment in full so that we can increase our benchmarks and exceed the expectations of our clients.





### **ALLEY COLLECTION SERVICE, LLC**

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### **ALLEY COLLECTION SERVICE, LLC**

VCS customizes all collection efforts based on the needs of the Court and will adjust our management techniques accordingly. We are a company in which all levels of management get involved with the collection efforts for its clients, but do not allow excessive layers of management to get in the way of the effective collection of your accounts. The members of the company are on site every day overseeing the operations of the company and making final decisions on both general matters for our clients along with individual debtor concerns. Our team leads will review the Court's reports in detail with a member of the company on Friday afternoon. Upper management will then perform a status meeting with the team of collectors working on the Court's accounts to make sure we are most effectively collecting for our clients. Our management team holds themselves responsible in making sure that all collection goals are met for the Court and will be personally available to discuss our collection efforts. This is different than a lot of other companies, where the client will not ever meet the higher levels of management.

While most collection agencies have small account balance thresholds, VCS does not. We consistently work all accounts until we have achieved our goal of collecting the full amount. Many small account balances can add up to larger amounts, so we treat every account the same regardless of the amount owed. Letters are sent out and phone calls are made until we have achieved this goal.

Additionally, our service-with-results philosophy includes:

- ✓ **Answering client and debtor inquiries the same day they are received.**
- ✓ **Contacting debtors both in writing and by phone.**
- ✓ **State-of-the-art collection software system.**
- ✓ **Advanced skip-tracing database searches.**
- ✓ **Adhering to the highest standards of professional customer service.**
- ✓ **Keeping open lines of communication.**
- ✓ **Maintaining accurate historical and transactional databases**
- ✓ **Taking legal action only after client approval.**
- ✓ **Treating debtors with the utmost respect.**
- ✓ **Prompt follow-up and follow-through top our list of must do's.**
- ✓ **Bilingual professional staff.**
- ✓ **Online access for our clients.**
- ✓ **Custom client reporting.**
- ✓ **Excellent compliance record with state and federal regulatory authorities.**
- ✓ **Payment by Western Union Systems, credit and debit card, check-by-phone, cash, money order, cashier's check, direct bank deposits and wire transfers.**
- ✓ **Payments can be made over the phone, by mail, in person, online, or directly to our designated bank account.**

We are accredited members of the Better Business Bureau (A+ rating) and members of multiple Chambers of Commerce. We strongly promote our ACA membership as they are the leading ethical authority in the collections industry. These memberships, coupled with



### **ALLEY COLLECTION SERVICE, LLC**

our in-house capabilities, give us performance efficiencies that exceed our competition. Our clients place their trust in us to collect on their receivables based on our industry experience, cutting-edge technology, financial stability, and the exceptional customer service we provide to the debtor/defendant along with our client.

#### **Nevada References**

**Clark County Rural Justice Courts** – Karen Powell – Court Administrator – 330 S Third St #1020B, Las Vegas, NV 89101 **Phone:** (702) 455-4147

**Tonopah Justice Court** – Judge Jennifer Klapper – Justice of the Peace – PO Box 1151, Tonopah NV 89049, **Email:** [Kjklapper@co.nye.nv.us](mailto:Kjklapper@co.nye.nv.us) **Phone:** (775) 482-8155

**North Las Vegas Justice Court** – Terri March – Court Administrator – 2428 N Martin Luther King Blvd, North Las Vegas, NV 89032 **Phone:** (702) 455-7817

**Please see a listing of the courts we service in the State of Nevada:**

1. Argenta Township Justice Court
2. Beatty Justice Court
3. Boulder City Justice Court
4. Boulder City Municipal Court
5. Bunkerville Justice Court
6. Canal Township Justice Court
7. Dayton Township Justice Court
8. Ely Justice Court
9. Ely Municipal Court
10. Esmeralda Township Justice Court
11. Eureka County District Court (7<sup>th</sup> Judicial District)
12. Eureka Justice Court
13. Fernley Municipal Court
14. Hawthorne Township Justice Court
15. Henderson Township Justice Court
16. Incline Village Justice Court
17. Lake Township Justice Court
18. Laughlin Justice Court
19. Meadow Valley Justice Court
20. Mesquite Municipal Court
21. Mesquite Justice Court
22. Moapa Justice Court
23. Moapa Valley Justice Court
24. New River Justice Court
25. North Las Vegas Justice Court
26. Pahrangat Valley Justice Court
27. Pahrump Justice Court
28. Reno Justice Court
29. Reno Municipal Court



## ALLEY COLLECTION SERVICE, LLC

30. Searchlight Justice Court
31. Sparks Township Justice Court
32. Sparks Township Municipal Court
33. Tonopah Justice Court
34. Union Township Justice Court
35. Virginia Township Justice Court
36. Wadsworth Justice Court
37. Walker River Justice Court
38. White Pine County District Court

### Contingency Fee

Valley Collection Service, LLC works on a contingency fee of **25%** as allowed by NRS176.064. Please see paragraph three of the sample contract or the following page to see how the breakdown works. This fee is added to the balance owed to the Court so 100% of the balance owed is received by the Court. This contingency fee is the only compensation we receive for collection of any of the Court's accounts. There are no start-up fees or hidden costs associated with any of our collection activities.

### Collection Fee Breakdown Examples- Per NRS 176

<u>Dollar Amount</u>	<u>Collection Fee (CF)</u>	<u>Example</u>
\$0 - \$400	25%	$\$300 \text{ (owed court)} \times 25\% = \$75 \text{ CF}$ Total amount owed $\$300 + \$75 = \$375$
\$400.01 - \$1999.99	\$100	$\$1500 \text{ (owed court)} + \$100 \text{ CF} = \$1600$
\$2000 - \$5000	\$500	$\$4000 \text{ (owed court)} + \$500 = \$4500$
\$5000.01 and up	10%	$\$5500 \text{ (owed court)} \times 10\% = \$550$ Total amount owed $\$5500 + \$550 = \$6050$ .





ALLEY COLLECTION SERVICE, LLC

## VALLEY COLLECTION SERVICE, LLC

8811 North 51<sup>st</sup> Avenue, Suite 102

GLENDAL, AZ 85302

PO BOX 10130 GLENDAL, AZ 85318

(623) 931-4325 (623) 934-4041 FAX

Conditions for accepting accounts from Yerington Municipal Court hereinafter referred to as the "client" to Valley Collection Service, LLC hereinafter referred to as the "agency".

Accounts will be accepted for collections for any amount as long as the most recent date of prior payment or of service is within the statutory period. Accounts may be accepted through any medium, including computer disk, e-mail, computer printout, manually prepared records or other computer technology.

The commission fee is **25%** on all collections made whether paid to VCS or the CLIENT. This **25%** fee will be limited to the fee restrictions in Nevada Revised Statute 176.064 where the agency agrees to charge no more than **\$100** on any account turned over by the client that has a balance under \$2,000, no more than **\$500** on any account between \$2,000 and \$4999.99, and will charge a **10%** collection fee on any account with a balance of \$5,000 or greater. This amount will be added on to the amount assigned to the agency with the approval of the client.

The Agency shall implement through collection, procedures to achieve a maximum recovery of debt. These procedures shall include telephone calls, mail efforts and skip tracing procedures when necessary. Information concerning a delinquent debtor may be released to a credit bureau or other third parties (as applicable), unless such release would be contrary to the privacy rights of certain debtors as expressed in the federal and state laws.

Legal action can be taken when all other collection efforts fail. Such action will be taken on accounts over \$2,500.00 only. **HOWEVER, SUCH ACTION WILL BE TAKEN ONLY UPON RECEIPT OF WRITTEN AUTHORIZATION FROM THE CLIENT IN EACH SPECIFIC INSTANCE.**

In the event of legal action being authorized, the Court costs (i.e.), the filing fee, and service or process for the suit are advanced by the Agency and will be deducted from the favorable judgment awarded by the Court. Attorney's fee will be paid by the Agency and, if collected, will be retained by the Agency after the recoupment of the costs, principal and Agency contingency fee. However, should the Court rule in favor of the debtor because the creditor (client) failed to appear at the hearing to prove a claim against the debtor, any legal fee incurred by the Agency shall be paid by the client.



**ALLEY COLLECTION SERVICE, LLC**

In the event agency does not file suit within 120 days of suit authorization, the client at its sole option may recall the account from the Agency and the Agency shall cease further collection action on that particular account.

The Agency is an independent contractor under this agreement and shall be liable for its own actions and those of its employees in connection with this agreement. The Agency agrees to hold **Yerington Municipal Court** its officials and employees, harmless from Agency's negligence, errors or omissions or those of its employees, and agrees to defend and indemnify **Yerington Municipal Court** its officials and employees for the same.

The Agency will provide, at a minimum of once a month, a report showing the amount collected on each debt during the previous time period. An ACH or check for the amount due the client will be transmitted at that time.

The Agency will refer to the client any written appeal received from a debtor and will withhold further Collection efforts on that account until a written response is provided by the client.

Accounts are assigned to the Agency for the duration of the time the case is open. An individual account may be cancelled at any time per the judge's orders. The Agency also agrees to the following exceptions to collection fees in the contract as written above.

1. Fines or restitution satisfied by community service or jail are exempt.
2. Fines collected by the State attachment of the debt setoff program.
3. Fines collected through arrest are exempt.
4. Fines collected in advance of assignment to the agency are exempt.

Once the account is turned over for collection, our agency is due its commission regardless of when the account was paid.

All payments must be reported to Valley Collection Service, LLC promptly. Any bill sent to the client for commission due must be paid to the agency within 30 days after receipt.

I have read the above and agree to the rates and conditions.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CLIENT NAME &  
PHONE** \_\_\_\_\_

**CLIENT ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**VALLEY COLLECTION SERVICE, LLC** \_\_\_\_\_ **DATE** \_\_\_\_\_





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

**Valley Collection Service**

2 messages

Thu, Jan 12, 2023 at 2:01 PM

**Scott** <Scott@valleycollection.com>  
To: "sheema@yerington.net" <sheema@yerington.net>  
Cc: Jessica <Jessica@valleycollection.com>

Sheema,

It was a pleasure speaking with you earlier. The first attachment is a brief collection pamphlet with the last two pages being a contract. I am providing it in Word in case there is anything that you would like to add or subtract from the contract. The next two attachments are an assignment from Walker River and Fernley Muni when they are assigning accounts to us. If you have questions about the process (notification, reporting, remittance of payments, etc), please let either Jessica or I know and we can have a discussion on what we recommend. In the end, we will tailor the policies and procedures for what works best for the Court.

Let me know if you have any questions.

Thank you,

Scott Maxam

Valley Collection Service, LLC

PO Box 10130

Glendale, AZ 85318

Phone: 623.931.4325 or 800.244.9665 ext 216

Direct: 623.299.9111

Fax: 623.934.4041

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you wish to no longer receive emails from Valley Collection Service anymore, respond solely with the word "STOP" and we will no longer send emails to you.

----- Forwarded message -----

From: fmc &lt;fmc@cityoffernley.org&gt;

To: supervisors &lt;supervisors@valleycollection.com&gt;, Cassandra Angus &lt;cangus@cityoffernley.org&gt;

Cc:

1/13/23, 9:07 AM

City of Yerington Mail - Valley Collection Service

Bcc:  
Date: Wed, 4 Jan 2023 21:44:42 +0000  
Subject: KEMP, KENNETH 22TR01424

Good Day,

The above-mentioned defendant failed to appear to their hearing and has not responded to court communication. Please add their account to collections in the amount of \$715.00.

Regards,

Cassie

Cassie Angus

Lead Court Specialist

Fernley Municipal Court

City of Fernley

T. 775-784-9870

F. 775-784-9999

COURT EMAIL: [FMC@CityOfFernley.org](mailto:FMC@CityOfFernley.org)




**WARNING:** This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by reply or by telephone and immediately delete this message and all its attachments.

From: Relay <[relay@cityoffernley.org](mailto:relay@cityoffernley.org)>  
Sent: Wednesday, January 4, 2023 1:44 PM  
To: fmc <[fmc@cityoffernley.org](mailto:fmc@cityoffernley.org)>  
Subject: FERNLEY MUNICIPAL COURT



## 4 attachments

 **Yerington Municipal Court Collection Pamphlet.docx**  
60K **doc19910820221229135740.pdf**  
332K **scan.pdf**  
1274K **KEMP, KENNETH 22TR01424.eml**  
1767K

Thu, Jan 12, 2023 at 2:45 PM

**Scott** <Scott@valleycollection.com>  
To: "sheema@yerington.net" <sheema@yerington.net>  
Cc: Jessica <Jessica@valleycollection.com>

My apologies. Please see and use the revised attached pamphlet.

Thank you!

**Scott Maxam**

Valley Collection Service, LLC

PO Box 10130

Glendale, AZ 85318

Phone: 623.931.4325 or 800.244.9665 ext 216

Direct: 623.299.9111

Fax: 623.934.4041

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[Quoted text hidden]

 **Yerington Municipal Court Collection Pamphlet.docx**  
60K



**IN THE JUSTICE COURT OF WALKER RIVER TOWNSHIP  
IN AND FOR THE COUNTY OF LYON, STATE OF NEVADA  
911 HARVEY WAY SUITE 2, YERINGTON, NEVADA 89447**

**NOTICE OF COLLECTION/DRIVERS LICENSE SUSPENSION/  
FAILURE TO APPEAR**

**LYON COUNTY, PLAINTIFF**

VS.

Case No.: 22 TR 00840 3H  
Agency No: X02611382  
Violation Date: 09/12/2022  
Appearance Date: 10/12/2022

**DYLAN ANDREW BAKER  
5510 SIOUX LN  
SILVER SPRINGS, NV, 89429**

SS# --  
DOB: 05/24/1999  
SEX: Male  
HGT: 5' 11"  
WGT: 200  
EYES: BROWN (NCIC)  
HAIR: BROWN (NCIC)

**TO: Valley Collection Services, LLC:**


Defendant, DYLAN ANDREW BAKER, having been cited for a Traffic/Civil Infraction and having failed to appear on the original charges(s) of :

NRS 482.5454 SUSPENDED LICENSE PLATES  
NRS 483.550, DRIVING WITHOUT VALID LICENSE

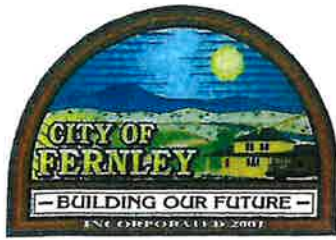
This matter is hereby sent to VALLEY COLLECTION SERVICE, LLC to attempt collection of any and all outstanding fines/forfeitures and fees.

Outstanding amount **\$530.00** plus \$10.00 late charge and a Valley Collection Fee in the amount of **\$100.00** for a **TOTAL AMOUNT DUE OF \$640.00.**

Dated this 15th day of November, 2022

  
JUSTICE OF THE PEACE  
WALKER RIVER JUSTICE COURT





## Fernley Municipal Court

Lori Matheus

Senior Municipal Court Judge

595 Silver Lace Boulevard

Fernley, NV 89408

Phone-(775) 784-9870 Fax-(775)784-9999

November 30, 2022

KENNETH LEE KEMP  
17730 SMOKETREE CT  
RENO, NV 89508

RE: 22 TR 01424 3K

A recent audit of the Court's files indicates that you failed to appear in court on 11/14/2022 for arraignment or pay the bail on the following:

Citation No. X02758722

Total Bail \$ 715.00

If you are indigent and/or unable to pay the bail amount listed above, you may appear before this court and make arrangements to perform community service work. Credit for community service work hours performed is given at the rate of \$10.00 per hour. Community service work must be performed at a 501(c)(3) non-profit organization.

### You may respond by:

1. Paying the bail in the total amount listed above.

**OR**

2. Appearing in Court within 30 days of the date of this letter.

### Failure to respond to this notice will result in the following:

1. The Court will enter a finding that you have the ability to pay and are willfully avoiding payment.
2. The Court will further find that you were given the opportunity to perform community service work to satisfy the amount due but failed to make arrangements to perform community service work in lieu of payment of bail
3. The Department of Motor Vehicles will be notified of your failure to appear, and your **DRIVER'S LICENSE WILL BE SUSPENDED.**
4. Your case will be forwarded to **VALLEY COLLECTION SERVICE, LLC**, for further action and collection fees will be assessed.

**WE NOW ACCEPT ONLINE PAYMENTS:** [www.allpaid.com](http://www.allpaid.com). Enter the Court's code "8893" into the search bar and pay your ticket.

Other methods of payment include: in person at the courthouse or through the mail. The Court accepts the following methods of payment: cash, personal check, cashier's check, money order, credit or debit cards.

Thank you,

Court Specialist

Case #

☐ Arrest

State of Nevada

Nevada Highway Patrol

Citation # X02758722

Accident #

Violation Date/Time: 08/22/2022 1943

Issue Date/Time: 08/22/2022 1948

In the Justice/Municipal Court: FERNLEY MUNICIPAL COURT

22 TR 014

## VIOLATION(S)

1)

MUNINRS  
4848.600NOC  
53849

CITATION: Basic Speed 1-10 Over Limit

TO WIT

VIS 85. OFMR. 90/65. ORMR. LOCKED 86/65

BAIL AMT

\$500

ADMIN FEE

\$45 30

COURT FEE

\$34 10/7

SP CT FEE

\$7 3

TOTAL

\$115 75

2)

MUNINRS  
483.560NOC  
53722

CITATION: Driving With License Suspended

TO WIT

SUSPENDED 02/02/2022 TO 02/02/2023 FOR DRIVING WHILE  
SUSPENDED

BAIL AMT

\$500

ADMIN FEE

\$120

COURT FEE

\$13

SP CT FEE

\$7

TOTAL

\$640

Failure to comply with this complaint or future dates relating to this complaint will  
constitute a separate offense

Court: FERNLEY MUNICIPAL COURT

Address: 595 Silver Lace Blvd; Fernley, NV 89408

Same as Physical

Phone: 775-784-9870

Website: <http://www.cityoffernley.org/465/Municipal-Court>

Total Bail: \$755 75

You are hereby ordered to appear in answer the above charges on the day and time:  
11/14/2022 at 0900☐ Court Mandatory☐ Interpreter needed

Language:

Juveniles: No

Type: TRAFFIC

☐ School Zone

Grant: NONE

☒ RadarConfirm: Rear/Moving  
Mile Marker

## DRIVER

LAST NAME

KEMP

FIRST

KENNETH

MIDDLE

LEE

RESIDENCE ADDRESS

17730 SMOKETREE CT

PHONE

CITY

RENO

STATE

NV

ZIP CODE

89508

DRIVER LICENSE NUMBER

0804348820

DL CLASS

ID

DL STATE

NV

CDL

No

DOB

09/20/1984

AGE

37

SEX

M

RACE

W

HEIGHT

511

WEIGHT

275

EYE

BRO

HAIR

BRO

RESTRICTIONS

None

ENDORSEMENTS

None/Not Applicable

## VEHICLE INFORMATION

LICENSE PLATE

074F76

STATE

NV

REG. EXP.

08/27/2022

COLOR

BLUE

MAKE

MAZDA

MODEL

MAZDA3

TYPE

SEDAN

VIN

JM1BL1SGXA1263317

YEAR

2010

CMV

No

HAZMAT

No

TRAILER PLATE

NV

TRAILER STATE

NV

VEH IS TRAILER

No

US DOT#

CURRENT PROOF OF INSURANCE? No

INS. CARD EXP. DATE:

## REGISTERED OWNER

NAME

ALLEC JENNA LEANNE

SAME AS SUS? NO

ADDRESS

709 HUMBOLDT ST FALLON NV 89406-4018

## LOCATION

US50A

AT AT LY23

CITED SPEED (MPH) 70	POST 65	ED (MPH) 86	ACT SPEED (MPH) 86	CASE NO
CONSTR. ZONE No	SCHOOL ZONE No	ACCIDENT No		
DIR OF TRAV E	COND/WEATHER Clear	TRAFFIC Light		ROAD Dry
SPEED DETERMINED RADAR				

## ADDITIONAL INFORMATION

NAME

ADDRESS

CITY

STATE

NV

PHONE

ZIP CODE

## OFFICER INFORMATION

SHAFFER H6418

SECOND OFFICER/BADGE

UNIT

I certify (or Declare) under penalty of perjury under the laws of the state of Nevada that I have  
reasonable grounds/probable cause to believe and do believe that above named person  
committed the above offense(s) contrary to law

Officer Signature: LS418

Complainant Signature:

Without admitting having committed the above offense(s), I hereby promise to respond  
as directed on this notice and waive my right to be taken immediately before a magistrate  
(NRS 484A.630 and NRS 484A.750)

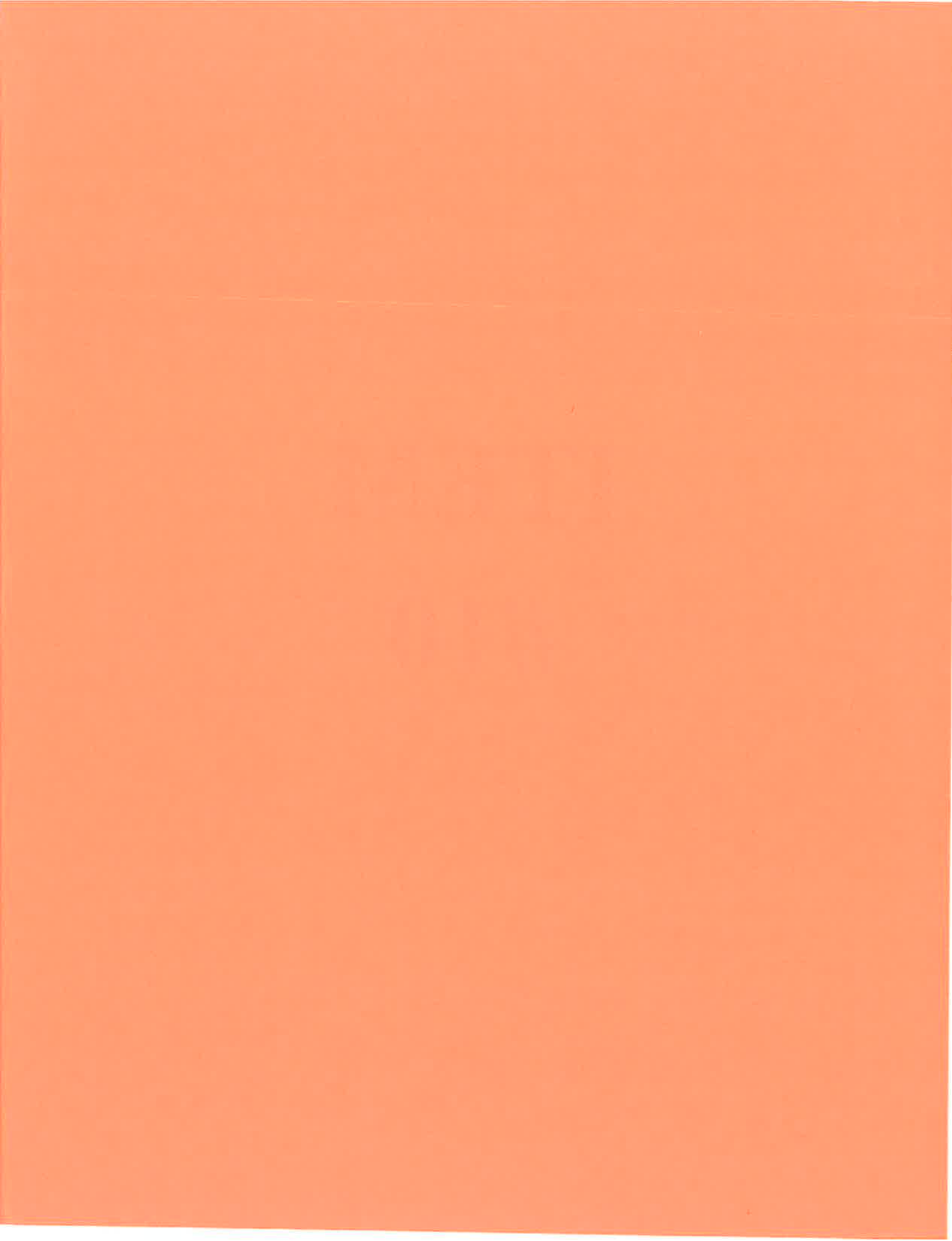
Defendant Signature: SERVED BY OFFICER

RECEIVED

FERNLEY MUNICIPAL COURT

**ITEM**

**#10**





# INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

## DEPARTMENT OF PUBLIC SAFETY RECORDS, COMMUNICATIONS and COMPLIANCE DIVISION

333 West Nye Lane, Suite 100  
Carson City, NV 89706  
Phone: (775) 684-6262 ~ Fax: (775) 684-6265  
(hereinafter "CENTRAL REPOSITORY")

and

## Yerington Municipal Court

Agency  
14 E. Goldfield Ave  
Address

Yerington, Nevada 89447  
City, State Zip

775-463-3511  
Telephone Number

775-463-9691  
Fax Number

(hereinafter "USER AGENCY")

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Authority Granted to the State to enter into this contract with the USER AGENCY is pursuant to NRS Chapter 179A; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval and shall remain in full force and effect until terminated by either party as provided for in this contract, including, but not limited to, the incorporated document(s) outlined herein.
4. **TERMINATION OF PREVIOUS AGREEMENTS.** This Contract is intended to supersede all previous agreements between the parties on the same subject matter. All previous contracts between the parties on the same subject matter are hereby terminated upon the effective date of this Contract.

5. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
6. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
7. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence: Attachment A: NCJIS Terms and Conditions.
8. **CONSIDERATION.** The CENTRAL REPOSITORY agrees to provide the services set forth in paragraph (7) pursuant to the provisions of NRS Chapter 179A. The USER AGENCY agrees, in return, to comply with those items and requirements as set forth in paragraph (7).
9. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
10. **INSPECTION and AUDIT.**  
In accordance with the Nevada Criminal Justice Information Administrative Policies, the Criminal Justice Information Services (CJIS) Security Policy (CSP), National Crime Information Center (NCIC) Operating Manual and NCJIS Operating Guides, the USER AGENCY agrees to keep and maintain sufficient documents to determine compliance with any applicable regulations and statutes for the requisite time periods provided for in the aforementioned policies, manuals and guidelines, with the intention to fully disclose these documents to the CENTRAL REPOSITORY.
11. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.
12. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, 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 such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
15. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
17. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
18. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
19. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
20. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
21. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
22. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

23. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Courts for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**USER AGENCY**

\_\_\_\_\_  
Name/Signature Date Title

\_\_\_\_\_  
Name/Printed

**Department of Public Safety –  
(Records, Communications and Compliance Division)**

\_\_\_\_\_  
Erica Souza-Llamas Date

\_\_\_\_\_  
Administrator  
Records, Communications and Compliance Division  
Title

*Representative from Political Subdivision  
Approving Agreement (if necessary)*

\_\_\_\_\_  
Name Date Title

## ATTACHMENT A: NCJIS USER TERMS AND CONDITIONS

☒ Full Access

☐ Nlets Restricted Access

For the purposes of this agreement and as outlined herein:

Records, Communications and Compliance Division (CENTRAL REPOSITORY) operates in the capacity of the CSA and CSO

USER AGENCY shall be defined as an Agency being authorized access to Criminal Justice Information

All references to Nevada Criminal Justice Information Administrative Policies and the CJIS Security Policy shall mean the most current version available

Criminal History Record Information (CHRI) shall be defined as any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges.

USER AGENCY agrees to comply with all requirements outlined in the most current version of the Nevada Criminal Justice Information Administrative Policies and the CJIS Security Policy (POLICIES).

USER AGENCY acknowledges and understands access to criminal justice information as outlined herein will not be granted until all necessary forms, documents and agreements have been satisfactorily completed, signed and returned to the CENTRAL REPOSITORY.

### ACRONYMS

CJI	Criminal Justice Information
CJIS	The Criminal Justice Information Services Division of the FBI
CSA	The CJIS Systems Agency is the agency within each state responsible for establishing and administering an information security program throughout the CSA's user community, to include local levels
CSO	The CJIS Systems Officer is an individual located within the CSA responsible for administering the FBI CJIS network for the CSA.
DPS	Nevada Department of Public Safety
FBI	Federal Bureau of Investigation
III	The FBI's Interstate Identification Index (aka Triple I)
ISO	Information Security Officer. The ISO is the security point of contact at the CSA, responsible for documenting technical compliance with the CJIS Security Policy, assisting USER AGENCY with implementing security controls, and serving as the security point of contact with the FBI CJIS Division's ISO.
JLINK	Justice Link (The State of Nevada's law enforcement message switch)
LASO	Local Agency Security Officer. The LASO is responsible for ensuring their agency's compliance with the FBI's CJIS Security Policy and reporting any security incidents to the ISO.
NCIC	FBI's National Crime Information Center
NCJIS	Nevada Criminal Justice Information System
NCU	NCJIS Compliance Unit
N-DEX	Law Enforcement National Data Exchange
NGI	Next General Identification System
NICS	National Instant Criminal Background Check System
Nlets	International Justice and Public Safety Network

Full Access or Nlets Restricted Access/NCJIS User Terms and Conditions

0505RCCD-009(06/2019rev)

Last Reviewed June 2019

NRS	Nevada Revised Statute
NTA	Non-terminal agency
ORI	Originating Agency Identifier
TA	Terminal Agency
TAC	Terminal Agency Coordinator
WIN	Western Identification Network

### ***ADMINISTRATIVE RESPONSIBILITIES***

- 1) USER AGENCY agrees to comply with all requirements outlined in POLICIES and operating procedures for all programs accessing CJI, including, but not limited to, NCIC, NLETS, WIN, NICS and NGI, hereinafter SYSTEMS; as well as, laws and regulations of this state and the Federal government that are adopted by the CENTRAL REPOSITORY or that the CENTRAL REPOSITORY is subject to, to the extent that they are applicable to the information provided under this agreement.
- 2) To the fullest extent of limited liability as set forth in Paragraph 11 of this Agreement, USER AGENCY shall indemnify, hold harmless and defend, not excluding the CENTRAL REPOSITORY right to participate, the CENTRAL REPOSITORY from and against all liability, claims, actions, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs, arising out of alleged negligent or willful acts or omission of the USER AGENCY, its officers, employees and agents. Such application shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- 3) USER AGENCY is responsible for and shall implement internal written policies and procedures specific to USER AGENCY to protect all information obtained through the SYSTEMS as authorized by the CENTRAL REPOSITORY from unauthorized access, alteration, or destruction. These internal policies and procedures may not be contrary to, or in any way, supersede law or the established administrative policies or operating practices relating to these systems.
- 4) CJI is information accessed via any system (including but not limited to) CJIS, NCJIS, NDEx and Nlets. Access to CJI by these systems must be approved by the CENTRAL REPOSITORY and is subject to POLICIES.
- 5) The primary function of the NCJIS is to provide an efficient and effective system for the expeditious exchange of criminal justice or related information. Administrative responsibilities are necessary and are considered to be as important as the system itself. Without completion of the many administrative responsibilities that are required by the FBI CJIS, CSA, CSO and the many users of the system, NCJIS would not function properly.
- 6) Any public or private entity who does not serve in a criminal justice capacity as defined by NRS 179A or an entity as defined in NRS 432B and NRS 424, shall not be granted access to criminal history record information. Access to wanted person and other law enforcement, public safety, motor vehicle and driver's license information is at the discretion of, and subject to the recommendation of the CENTRAL REPOSITORY. USER AGENCY agrees that III will never be inquired upon for non-criminal justice purposes, such as licensing, employment or regulatory purposes unless authorized by the FBI and State statute. Unauthorized disclosure or misuse of data by USER AGENCY or its



employees or contractors can be cause for imposition of sanctions and possible cancellation of service provided by this agreement. USER AGENCY shall not disclose CJI obtained from any of the SYSTEMS listed herein to any person in response to a request for public records without an order of a court of competent jurisdiction or subpoena.

- 7) The CENTRAL REPOSITORY will maintain and administer management control, in accordance with POLICIES, the NCJIS Operating Procedures, system access, terminal and operator configurations, quality control, validations, service evaluations, training requirements, technical and operational security policies, new applications, compliance audits and system discipline. Said management control will include all SYSTEMS accessing CJI as authorized by the CENTRAL REPOSITORY.
- 8) NTA access to SYSTEMS as authorized by the CENTRAL REPOSITORY through a TA can only be made through a formalized user agreement or letter of understanding between the parties, which must include training of applicable agency personnel by the NTA. All services made by the TA for the NTA through SYSTEMS as authorized by the CENTRAL REPOSITORY must be completed in accordance with POLICIES.
- 9) USER AGENCY further acknowledges the information outlined in POLICIES is susceptible to change, and therefore USER AGENCY agrees to be responsible for ensuring USER AGENCY has access to the most current version of the POLICIES.
- 10) USER AGENCY agrees to appoint authorized liaison personnel in accordance with POLICIES to represent and speak on behalf of their agency. Please refer to POLICIES for specific responsibilities of authorized liaison personnel. USER AGENCY is responsible to notify the CENTRAL REPOSITORY, in writing, in the event of a change in TAC as outlined in POLICIES.
- 11) The conditions of this contract are not optional and may not be modified.
- 12) USER AGENCY agrees that all correspondence and requests relating to the CENTRAL REPOSITORY shall be submitted through the NCJIS Compliance Unit at 333 West Nye Lane, Suite 100, Carson City, Nevada, 89706; or fax (775) 687-3290. Any contract or changes to USER AGENCY which would affect the operation or management control of NCJIS CJI, such as privatization, must be brought to the attention of the CENTRAL REPOSITORY prior to such changes.

### ***SECURITY and TECHNICAL REQUIREMENTS***

- 1) The CENTRAL REPOSITORY agrees to provide USER AGENCY with access to SYSTEMS through the Nevada State Law Enforcement Message Switch and through telecommunication lines, as well as, drops and ports of entry, provided that such access and any computer interfaces remain under the management control of a criminal justice agency, a public safety or CENTRAL REPOSITORY approved governmental agency and the agency abides by the technical security requirements as outlined in POLICIES.
- 2) Financing and budgeting for access to SYSTEMS shall be accomplished in accordance with POLICIES. A USER AGENCY with terminal access is responsible to budget funds for the initial connection, additional connections, compatible computer equipment, continuing line costs, or any costs associated with additional circuitry and technical security between USER AGENCY and SYSTEMS.

- 3) USER AGENCY agrees to put in place physical, technical and personnel controls in order to meet the requirements and standards of the POLICIES and NRS 603A.
- 4) USER AGENCY shall ensure that a thorough background screening of personnel is conducted. State of residence and national fingerprint-based record checks and Want/Warrants check must be conducted for all personnel, including appropriate IT personnel, prior to access being granted for CJI. USER AGENCY must also screen custodial, support, and/or contractor personnel accessing terminal areas and records storage areas containing CJI prior to being granted unescorted access.
- 5) USER AGENCY agrees to not make any changes in the location of any terminal equipment/device or discontinue or alter service, without prior written approval from the ISO as outlined in POLICIES. Requests must be submitted to the ISO in writing from the authorized liaison personnel.

#### **USER AGENCY TRAINING**

- 1) The CENTRAL REPOSITORY agrees to provide proficiency training for all designated TACs pursuant to POLICIES. The NCJIS Training Policies include the mandatory NCIC training standards for terminal operators, criminal justice practitioners, and agency administrators.
- 2) USER AGENCY agrees to provide training within their own agency which meets the minimum State standards as outlined in POLICIES.

#### **DATA INTEGRITY**

It is the responsibility of USER AGENCY to ensure that accurate data is provided to the CENTRAL REPOSITORY. The CENTRAL REPOSITORY will not manipulate or modify data provided by USER AGENCY without express written permission from USER AGENCY. USER AGENCY is required and agrees to have a system in place to check the accuracy of the data provided to the CENTRAL REPOSITORY. The CENTRAL REPOSITORY will maintain and store data in accordance with established NCJIS policies and JLink specifications.

#### **AUDIT PLAN**

Misuse of any information obtained via this agreement may be subject to the sanctions as outlined in POLICIES. USER AGENCY acknowledges sanctions may also be imposed in accordance with NRS 179A and CFR Title 28 Part 20. The CENTRAL REPOSITORY will monitor system use, as necessary, concerning inquiries made of the system to detect possible misuse. The CENTRAL REPOSITORY Auditor will maintain and conduct audits as outlined in the 'Audit Plan' of the POLICIES. USER AGENCY agrees to allow the CENTRAL REPOSITORY audit staff and FBI or their agents to conduct compliance audits. USER AGENCY acknowledges and agrees that it will allow any directed audits to be conducted to investigate any allegation of misuse of CJI regarding security, confidentiality, destruction and dissemination. USER AGENCY agrees to immediately notify the CENTRAL REPOSITORY audit staff of any violations or suspected misuse of this agreement.



### ***PROGRAM ACCESS***

The CENTRAL REPOSITORY may purge records, suspend or terminate programs with access to CJI, when in its reasonable estimation, a violation of a specific term of this agreement or of any substantive requirement or limitation imposed as outlined in POLICIES, state or Federal statutes, regulation or rules incorporated into this contract occurs, which shall be deemed a breach of terms.

In the event of termination of this agreement, any real or personal property used to carry out the provisions of this agreement shall be disposed of by the party having the responsibility for financing the acquisition and maintenance of such.

