



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

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

The City of Yerington City Council will conduct a public meeting on the 11th day of September, 2023, beginning at 10:00 a.m. at the following location:

City Hall
14 E. Goldfield Avenue
Yerington, NV 89447

NOTICE:

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

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

AGENDA:

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

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

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

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

Checks 37482 through 37534 totaling \$124,631.08

5. **For Possible Action:** to approve New, Renewal and Name Change Business License Applications
 - A. Roberto Fuentes Rodriguez dba El Superior Restaurant, LLC, Full Service Restaurant, Catering & Delivery, 121 W. Bridge St Yerington, NV 89447-New Services
 - B. Abraham & Linda Naranjo-Estrada dba Artesanias Naranjo, LLC, Leather goods, Religious gifts & Jewelry, 36 N. Main St Yerington, NV 89447-Renewal
 - C. Steven, Craig & Linda Wear dba Alpine Signs, Inc., Sign fabrication & install, 1902 Idaho St Carson City, NV 89701-Renewal Single Project
6. **For Possible Action:** Discussion and Possible Action to approve a License/Rental Agreement for use of "Y" Hill by third-party vendors for events. The Agreement would be used whenever an organization or individuals desired to hold an event at the Hill, and is between the City, Farmy Inc., and the event organizer. As the Council may recall, Farmy Inc., was authorized to act on behalf of the City to secure grant funding and manage the Hill for off-road events and related activities. It was successful in obtaining a \$100,000 grant for infrastructure development. A representative from Farmy Inc. is scheduled to provide additional information and answer questions.
7. **For Possible Action:** Discussion and Possible Action to approve the City's sponsorship of the National League of Cities Service Line Program. The program warrants the repair/replacement of water and sewer lateral lines from the home to the City connections. Most homeowners are unaware that they are responsible for laterals on their property. The program costs nothing for the City and a

small portion of premiums are returned to the City which can be utilized per Council direction. Staff Report to follow.

8. **For Possible Action:** Discussion and Possible Action to approval of a recommendation from the Room Tax Board to accept the following changes to the Room Tax:
 - \$500.00 limit for in-house printing (verified with documentation of quantities)
 - Entities that pay into Room Tax will be exempt from requesting funds
 - Government funded entities will be exempt from requesting funds
 - Dates of City Council meeting for final approval of amounts awarded to applicants to be added to application
9. **For Possible Action:** Discussion and Possible action to
10. **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.
11. **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
12. **Adjournment.**

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

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

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

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Avenue, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net on the 6th day of September, 2023, in compliance with NRS 241.020.



Sheema D. Shaw, City Clerk
City of Yerington



Date

ITEM

#4



Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37494									
08/23	08/28/2023	37494	1014	ACE HARDWARE	JULY 2023	SUPPLIES	01-59-35-7011	691.38	691.38
Total 37494:									691.38
37495									
08/23	08/28/2023	37495	6244	ARELLANO HEATING & AIR	P2252	SERVICES	02-54-25-7011	661.25	661.25
08/23	08/28/2023	37495	6244	ARELLANO HEATING & AIR	P2284	SERVICES	02-54-25-7011	1,740.91	1,740.91
08/23	08/28/2023	37495	6244	ARELLANO HEATING & AIR	P2287	SERVICES	02-54-25-7011	677.50	677.50
Total 37495:									3,079.66
37496									
08/23	08/28/2023	37496	6165	BRYANT, JERRY	8112023 CON	REIMBURSEMENT - CON	01-51-11-7040	268.94	268.94
Total 37496:									268.94
37497									
08/23	08/28/2023	37497	6409	CANON FINANCIAL SERVICES, INC.	31018027	PRINTER USAGE	01-52-20-7041	683.80	683.80
Total 37497:									683.80
37498									
08/23	08/28/2023	37498	1130	CARSON CITY SHERIFF	NITC 2023	NITC SERVICES	01-52-20-7016	11,123.27	11,123.27
Total 37498:									11,123.27
37499									
08/23	08/28/2023	37499	1131	CARSON CITY SHERIFF	32-0007	NITC SERVICES	01-52-20-7016	5,325.00	5,325.00
Total 37499:									5,325.00
37500									
08/23	08/28/2023	37500	6615	CATAMOUNT PROPERTIES	20025605	REFUND DEPOSIT	02-00-00-2230	79.67	79.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37500:									79.67
37501									
08/23	08/28/2023	37501	6768	CERVANTES, APRIL	MT23071	BAIL REFUND	01-17-00-3148	340.00	340.00
Total 37501:									340.00
37502									
08/23	08/28/2023	37502	1169	CHAPARRAL AUTO BODY	13592370	SERVICES	03-54-25-7044	90.00	90.00
08/23	08/28/2023	37502	1169	CHAPARRAL AUTO BODY	170003001	SERVICES	02-54-25-7044	548.72	548.72
Total 37502:									638.72
37503									
08/23	08/28/2023	37503	1170	CHARTER COMMUNICATIONS	013352308142	CH-INTERNET	01-51-14-7033	299.98	299.98
Total 37503:									299.98
37504									
08/23	08/28/2023	37504	1170	CHARTER COMMUNICATIONS	013772208142	PD- INTERNET	01-52-20-7033	747.52	747.52
Total 37504:									747.52
37505									
08/23	08/28/2023	37505	1233	D AND M EMERGENCY SVC	7665	SERVICES/ REPAIRS	01-52-20-7044	55.00	55.00
08/23	08/28/2023	37505	1233	D AND M EMERGENCY SVC	7681	SERVICES/ REPAIRS	01-52-20-7044	135.00	135.00
08/23	08/28/2023	37505	1233	D AND M EMERGENCY SVC	7687	SERVICES/ REPAIRS	01-52-20-7044	30.00	30.00
Total 37505:									220.00
37506									
08/23	08/28/2023	37506	1347	FLAKUS, JAY	NITC 2023	NITC 2023	03-54-25-7011	168.81	168.81
Total 37506:									168.81
37507									
08/23	08/28/2023	37507	2058	FRONTIER	080723AIR	TELEPHONE	01-55-27-7033	49.34	49.34
08/23	08/28/2023	37507	2058	FRONTIER	080723PW	TELEPHONE	03-54-25-7033	110.90	110.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37507:									160.24
37508									
08/23	08/28/2023	37508	6770	GIORGI, MELISSA	9003186	PARK DEP REFUND	01-20-00-3179	200.00	200.00
Total 37508:									200.00
37509									
08/23	08/28/2023	37509	1383	GRAINGER	9805608347	EQUIPMENT	02-54-25-7043	311.64	311.64
Total 37509:									311.64
37510									
08/23	08/28/2023	37510	6769	LANGNER, LORRAINE	10652704	REFUND DEPOSIT	02-00-00-2230	100.00	100.00
Total 37510:									100.00
37511									
08/23	08/28/2023	37511	1696	NEVADA RURAL WATER ASSOC.	20668	Membership Renewal	02-54-25-7018	390.00	390.00
Total 37511:									390.00
37512									
08/23	08/28/2023	37512	1719	NORTHERN NEVADA DEVELOPMENT	NNDA-1703	RENEWAL	01-51-14-7018	2,000.00	2,000.00
Total 37512:									2,000.00
37513									
08/23	08/28/2023	37513	1761	PAPE MACHINERY	14690950	EQUIPMENT	01-56-35-7043	239.99	239.99
Total 37513:									239.99
37514									
08/23	08/28/2023	37514	1795	PUBLIC EMP. BENEFITS PROGRAM	AUG 2023	POLICE- RETIREE INS. P	01-52-20-6110	1,151.23	1,151.23
Total 37514:									1,151.23

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37515									
08/23	08/28/2023	37515	1800	PURCELL TIRE	26156329	SERVICE & SUPPLIES	01-52-20-7044	815.48	815.48
Total 37515:									815.48
37516									
08/23	08/28/2023	37516	1824	RENO GAZETTE-JOURNAL	5779022	LEGAL ADVERTISING	01-51-14-7026	204.74	204.74
Total 37516:									204.74
37517									
08/23	08/28/2023	37517	1888	SIERRA CONTROLS, LLC	124232	eEQUIPMENT	02-54-25-7041	1,571.23	1,571.23
08/23	08/28/2023	37517	1888	SIERRA CONTROLS, LLC	124275	eEQUIPMENT	02-54-25-7041	1,211.23	1,211.23
Total 37517:									2,782.46
37518									
08/23	08/28/2023	37518	1911	SILVER STATE BARRICADE & SIGN	S004133	EQUIPMENT	01-54-26-7011	611.55	611.55
Total 37518:									611.55
37519									
08/23	08/28/2023	37519	1938	SOUTHWEST GAS CORP	072823PD	UTILITIES	01-52-20-7033	30.24	30.24
Total 37519:									30.24
37520									
08/23	08/28/2023	37520	1943	SPECTRA ASSOC. INC.	43041-A	MINUTE BOOKS	01-51-14-7018	600.50	600.50
Total 37520:									600.50
37521									
08/23	08/28/2023	37521	1957	STATE OF NV-DEPT OF AG.	45899	LICENSE - ANNUAL FEE	02-54-25-7018	25.00	25.00
Total 37521:									25.00
37522									
08/23	08/28/2023	37522	1974	STUDIO 33	4215	PRINTED MATERIALS	03-54-25-7011	322.00	322.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37522:									322.00
37523									
08/23	08/28/2023	37523	2046	USA BLUEBOOK	INV00093987	EQUIPMENT	02-54-25-7011	1,081.03	1,081.03
Total 37523:									1,081.03
37524									
08/23	08/28/2023	37524	2063	VISION SERVICE PLAN (NV)	818569147 - S	VISION SERVICES- RETI	00-00-00-2023	171.10	171.10
Total 37524:									171.10
37525									
08/23	08/28/2023	37525	6505	WASHINGTON NATIONAL INS. CO	P2346712- AU	LIFE INS	00-00-00-2016	117.95	117.95
Total 37525:									117.95
37526									
08/23	08/28/2023	37526	1406	WELLS FARGO BANK-REMIT. CNTR	80723BECK	DENNIS - CREDIT CARD	02-54-25-7049	367.69	367.69
Total 37526:									367.69
37527									
08/23	08/28/2023	37527	1406	WELLS FARGO BANK-REMIT. CNTR	80223JAY	JAY - CREDIT CARD	03-54-25-7011	1,169.94	1,169.94
Total 37527:									1,169.94
37528									
08/23	08/28/2023	37528	1406	WELLS FARGO BANK-REMIT. CNTR	80223WAG	DARREN - CREDIT CARD	01-52-20-7040	30.82	30.82
Total 37528:									30.82
37529									
08/23	08/28/2023	37529	1406	WELLS FARGO BANK-REMIT. CNTR	80723SHAW	SHEEMA - CREDIT CARD	01-51-11-7040	53.11	53.11
Total 37529:									53.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37530									
08/23	08/28/2023	37530	1406	WELLS FARGO BANK-REMIT. CNTR	80723JOHN	JOHN - CREDIT CARD	01-51-11-7040	53.34	53.34
Total 37530:									53.34
37531									
08/23	08/28/2023	37531	1406	WELLS FARGO BANK-REMIT. CNTR	80723BOB	BOB-CREDIT CARD	01-51-14-7040	348.32	348.32
Total 37531:									348.32
37532									
08/23	08/28/2023	37532	6317	WESTERN ENVIRONMENTAL TESTIN	23060661	TESTING	02-54-25-7050	1,474.00	1,474.00
08/23	08/28/2023	37532	6317	WESTERN ENVIRONMENTAL TESTIN	23060664	TESTING	02-54-25-7050	119.00	119.00
08/23	08/28/2023	37532	6317	WESTERN ENVIRONMENTAL TESTIN	23060717	TESTING	02-54-25-7050	121.00	121.00
08/23	08/28/2023	37532	6317	WESTERN ENVIRONMENTAL TESTIN	23070600	TESTING	03-54-25-7050	606.00	606.00
08/23	08/28/2023	37532	6317	WESTERN ENVIRONMENTAL TESTIN	23080120	TESTING	02-54-25-7050	188.00	188.00
Total 37532:									2,508.00
37533									
08/23	08/29/2023	37533	1233	D AND M EMERGENCY SVC	7585	SERVICES/ REPAIRS	01-52-20-7044	129.00	129.00
Total 37533:									129.00
37534									
08/23	08/29/2023	37534	6771	MOORE, SANDRA	6011741	PARK DEPOSIT REFUND	01-20-00-3179	200.00	200.00
Total 37534:									200.00
Grand Totals:									39,842.12

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-2016	117.95	.00	117.95
00-00-00-2023	171.10	.00	171.10

GL Account	Debit	Credit	Proof
00-00-00-2200	.00	289.05-	289.05-
01-00-00-2200	.00	25,376.35-	25,376.35-
01-17-00-3148	340.00	.00	340.00
01-20-00-3179	400.00	.00	400.00
01-51-11-7040	375.39	.00	375.39
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	300.75	.00	300.75
01-51-14-7018	2,600.50	.00	2,600.50
01-51-14-7026	204.74	.00	204.74
01-51-14-7033	100.00	.00	100.00
01-51-14-7040	33.53	.00	33.53
01-51-14-7041	174.77	.00	174.77
01-52-20-6110	523.54	.00	523.54
01-52-20-7011	31.04	.00	31.04
01-52-20-7016	16,448.27	.00	16,448.27
01-52-20-7033	777.76	.00	777.76
01-52-20-7040	30.82	.00	30.82
01-52-20-7041	159.50	.00	159.50
01-52-20-7044	1,164.48	.00	1,164.48
01-53-15-7011	165.00	.00	165.00
01-54-26-7011	671.71	.00	671.71
01-54-26-7044	120.03	.00	120.03
01-55-27-7033	49.34	.00	49.34
01-56-35-7011	254.05	.00	254.05
01-56-35-7043	239.99	.00	239.99
01-59-35-7011	101.39	.00	101.39
02-00-00-2200	.00	11,996.74-	11,996.74-
02-00-00-2230	179.67	.00	179.67
02-54-25-6110	258.97	.00	258.97
02-54-25-7011	5,184.55	.00	5,184.55
02-54-25-7018	415.00	.00	415.00
02-54-25-7033	155.44	.00	155.44
02-54-25-7040	33.52	.00	33.52
02-54-25-7041	2,957.23	.00	2,957.23
02-54-25-7043	311.64	.00	311.64
02-54-25-7044	548.72	.00	548.72
02-54-25-7049	50.00	.00	50.00
02-54-25-7050	1,902.00	.00	1,902.00
03-00-00-2200	.00	2,179.98-	2,179.98-
03-54-25-6110	258.97	.00	258.97

GL Account	Debit	Credit	Proof
03-54-25-7011	643.39	.00	643.39
03-54-25-7033	155.44	.00	155.44
03-54-25-7040	69.89	.00	69.89
03-54-25-7041	174.76	.00	174.76
03-54-25-7043	24.50	.00	24.50
03-54-25-7044	90.00	.00	90.00
03-54-25-7049	157.03	.00	157.03
03-54-25-7050	606.00	.00	606.00
Grand Totals:	39,842.12	39,842.12-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
08/20/2023	PC	08/24/2023	37482	Bryant, Jeremy	647		01-00-00-2011	295.52-
08/20/2023	PC	08/24/2023	37483	Galvin, Matt	660		01-00-00-2010	345.76-
08/20/2023	PC	08/24/2023	37484	Pizzo, Frank	662		00-00-00-1020	368.97-
08/20/2023	PC	08/24/2023	37485	Coombs, Bailey	646		02-54-25-5110	1,046.41-
08/20/2023	PC	08/24/2023	37486	Durst Jr, Ronald	665		02-54-25-5112	531.75-
08/20/2023	PC	08/24/2023	37487	Gatlin, Brennan	672		01-56-35-5110	263.21-
08/20/2023	PC	08/24/2023	37488	Stec, Ted	671		00-00-00-1020	2,675.69-
08/20/2023	PC	08/24/2023	37489	Talamante, Thomas	605		02-54-25-5112	1,012.03-
08/20/2023	PC	08/24/2023	37490	Wagner, Alec	670		02-00-00-2010	1,046.41-
08/20/2023	PC	08/24/2023	37491	West, Robert	635		03-00-00-2010	531.75-
08/20/2023	PC	08/24/2023	8242301	Adams, Jarrod	582		01-52-20-5110	2,332.98-
08/20/2023	PC	08/24/2023	8242302	Becker, Dennis	20		03-00-00-2012	2,745.30-
08/20/2023	PC	08/24/2023	8242303	Brown, Jeremiah	652		00-00-00-1020	2,122.53-
08/20/2023	PC	08/24/2023	8242304	Brown, Joel	657		00-00-00-2023	2,357.76-
08/20/2023	PC	08/24/2023	8242305	Coombs, Brandon	31		00-00-00-2023	2,480.20-
08/20/2023	PC	08/24/2023	8242306	Flakus, Jay	32		01-51-14-5110	2,100.54-
08/20/2023	PC	08/24/2023	8242307	Garry, John Joseph	61		00-00-00-1020	591.03-
08/20/2023	PC	08/24/2023	8242308	Gutierrez, Tommy	659		01-55-27-5110	2,483.02-
08/20/2023	PC	08/24/2023	8242309	Jennerjohn, Richard	650		01-52-20-5110	1,899.11-
08/20/2023	PC	08/24/2023	8242310	Larsen, Stacey	644		01-56-35-5110	1,254.91-
08/20/2023	PC	08/24/2023	8242311	Larson, Michele	667		02-54-25-5110	1,223.76-
08/20/2023	PC	08/24/2023	8242312	Martin, Shane	648		00-00-00-1020	368.97-
08/20/2023	PC	08/24/2023	8242313	Montes - Meza, Guadalupe	656		03-54-25-5110	1,244.14-
08/20/2023	PC	08/24/2023	8242314	Moore, Angela	653		01-56-35-5110	1,395.46-
08/20/2023	PC	08/24/2023	8242315	Phillips, Lori	39		01-51-14-5110	1,797.58-
08/20/2023	PC	08/24/2023	8242316	Ruiz, Francisco	658		01-54-26-5110	1,147.85-
08/20/2023	PC	08/24/2023	8242317	Sanabia, Andrew	663		01-52-20-5110	1,950.97-
08/20/2023	PC	08/24/2023	8242318	Shaw, Sheema D.	150		03-54-25-5110	2,380.45-
08/20/2023	PC	08/24/2023	8242319	Smith, David	157		01-59-35-5110	1,347.75-
08/20/2023	PC	08/24/2023	8242320	Stanton, Monte	642		01-55-27-5110	2,144.51-
08/20/2023	PC	08/24/2023	8242321	Sturtevant, Helen M.	163		01-00-00-2012	1,472.72-
08/20/2023	PC	08/24/2023	8242322	Switzer, Robert	643		01-56-35-5110	3,702.21-
08/20/2023	PC	08/24/2023	8242323	Wagner, Darren E.	184		00-00-00-2023	2,707.14-
08/20/2023	PC	08/24/2023	8242324	Wisner, Nicholas	177		01-00-00-2026	3,014.94-
Grand Totals:								54,383.33-

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
08/20/2023	CDPT	08/21/2023	37492	PUBLIC EMPLOYEES RETIREME	2	Retirement - Council Pay P	00-00-00-1020	20,500.23-
08/20/2023	CDPT	08/21/2023	37493	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 8/	00-00-00-1020	69.75-
08/20/2023	CDPT	08/21/2023	8212301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withho	00-00-00-1020	9,835.65-
Grand Totals:								30,405.63-
			3					

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

ITEM

#5



NEW BUSINESS LICENSE APPLICATIONS SUBMITTED TO THE CITY COUNCIL ON AUGUST 11, 2023

	APPLICANT(S)	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	COMMENTS
A	Roberto Fuentes Rodriguez	El Superior Restaurant, LLC	121 W. Bridge St Yerington, NV 89447	Full Restaurant, Catering & Delivery	
B	Abraham & Linda Naranjo- Estrada	Artesanias Naranjo, LLC	36 N. Main St Yerington, NV 89447	Leather gifts, Religious gifts & Jewelry	
C	Steven, Craig & Linda Wear	Alpine Sighs, Inc	1902 Idaho St Carson City, NV 89701	Sign Fabrication & Install	

Business Status: _____
Business Licenses # 3214
Category # A
(official use only)

BUSINESS NAME: El Superior Restaurant LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

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

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied []
Phone: 775-309-5457
ZONING: [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)
Building Inspector [Signature] Date: 8-4-2023
Public Works Director [Signature] Date: 08/29/23
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector [Signature] Date: _____
Fire Chief [Signature] Date: 8-6-23
3. **Nevada Health Dept.** Approved ☒ Denied []
Phone: 775-684-4200
Inspector [Signature] Date: 8/4/23
4. **Police Department** Approved ☒ Denied []
Phone: 775-463-2333
Police Chief [Signature] Date: 08-23-2023
5. **City Clerk** Approved ☒ Denied []
City Clerk: [Signature] Date: 9-6-2023
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

Business Status: _____
Business Licenses # 3282
Category # A
(official use only)

BUSINESS NAME: Artesanias Naranjo LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

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

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied []
Phone: 775-463-3511
Soel 775-309 5457
ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)
Building Inspector [Signature] Date: 7-19-2023
Public Works Director [Signature] Date: 08/29/23
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector _____ Date: _____
Fire Chief [Signature] Date: 8-2-23
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☒ Denied []
Phone: 775-463-2333
Police Chief [Signature] Date: 08-23-2023
5. **City Clerk** Approved ☒ Denied []
City Clerk: [Signature] Date: 9-6-2023
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: _____
Business Licenses # 3322
Category # A
(official use only)

BUSINESS NAME: Alpine Signs

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
Choose One:
☐ Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
☒ Single Project -- Single job to be completed within one year. (\$50.00 Fee)
TOTAL FEES PAID: \$ 70.00

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied ☐
Phone: 775-463-3511
ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance ☒ (yes) ☐ (no)
Building Inspector [Signature] Date: 8-22-2023
Public Works Director [Signature] Date: 08/29/23
2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261
Fire Inspector [Signature] Date: _____
Fire Chief [Signature] Date: 8-31-23
3. **Nevada Health Dept.** Approved ☐ Denied ☐
Phone: 775-684-4200
Inspector _____ Date: _____
(Signature)
4. **Police Department** Approved ☒ Denied ☐
Phone: 775-463-2333
Police Chief [Signature] Date: 08-23-2023
(Signature)
5. **City Clerk** Approved ☒ Denied ☐
City Clerk: [Signature] Date: 9-6-2023
(Signature)
6. **City Council Approval** Approved ☐ Denied ☐
Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

ITEM

#6





LICENSE AGREEMENT

This License Agreement (this "Agreement") dated _____, 20__ ("Effective Date") is entered into by and between The City of Yerington, Farmy Inc./Farmy's Off Road Park ("Licensor") and _____, ("Licensee").

RECITALS

A. Licensor is the sublessee of the property and improvements located at Cemetery Road Yerington, NV 89447(38.96582, -119.13386), commonly known as Farmy's Off Road Park (the "Premises").

B. Licensee desires to obtain the right to use all the Premises pursuant to a revocable license that Licensor desires to give to Licensee upon and subject to, all the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Licensor and Licensee hereby agree as follows:

1. Defined Terms. The following terms as used in this Agreement (in addition to other capitalized terms defined elsewhere in this Agreement) have the following definitions:

"License Event" means the event to be promoted, sponsored, and staged by Licensee at the Premises during the License Period and pursuant to the License, which event is identified as _____.

"License Fee" means the total sum of _____ Dollars (\$_____).

"License Period" means the period of time that begins at _____ am/pm Pacific time on _____, 20__ and ends at _____ am/pm Pacific time on _____, 20__.

"Permitted Use" means the use of Farmy's Off Road Park and the Premises for the License Event, and for no other use or purpose.

2. License.



if it does not promptly vacate the Premises. Licensor shall have no duty of care or obligation with respect to any personal property of Licensee left on or about the Premises thereafter, and Licensor shall have the right to discard or otherwise dispose of the same without liability to Licensee. The licensee is responsible for all janitorial services, cleanup, trash pickup, and trash removal.

2.4 Licensee acknowledges that it has inspected the Premises and accepts the same in its present “as is” condition as of the date of this Agreement and that neither Licensor nor any manager, member, employee, agent, or other representative of Licensor has made any representations or warranties to Licensee as to the condition of the Premises, the suitability of the Premises for the Permitted Use, or Licensee’s ability to obtain all required Permits. Licensee represents and warrants to Licensor that it has satisfied itself with respect to all such matters prior to its execution of this Agreement. Licensee expressly acknowledges that the condition of the Premises is satisfactory to Licensee and is sufficient and appropriate for the Permitted Use. **Licensor disclaims all warranties, either express or implied, as to the condition of the Premises or to its safety or fitness for the intended purpose of the Permitted Use.**

2.5 Licensee shall have no right to, and shall not make any alterations, additions, or improvements to the Premises or undertake any works of improvement on or about the Premises at any time without the express written consent of Licensor.

2.6 Licensee shall at all times, at its sole cost and expense, comply with all statutes, laws, ordinances, codes, and governmental regulations and orders (collectively, “Laws”) related to the use of the Premises for the Permitted Use and/or related to the License Event. Licensee shall not cause, permit, or suffer the Premises to be used in any way which (i) constitutes a violation of any Laws, or (ii) would cause any waste, damage, or destruction thereof. Without limiting the generality of the foregoing, Licensee shall itself, and shall cause all participants in the License Event to, fully comply with all environmental laws applicable to the Premises, the Permitted Use and/or the License Event, and Licensee shall not cause, permit, or suffer on or about the Premises the

possession, use, storage, release, or discharge of any hazardous material, hazardous substance, or hazardous waste, as said terms are defined in the Nevada Revised Statutes Sections 459.428, 459.429 and 459.430, respectively, except for the use of minimal quantities of gasoline, diesel fuel, motor oil,

and automotive lubricants for motorsport vehicles used by participants of the License Event (if applicable), provided that the same are stored, dispensed, and disposed of in strict accordance with applicable Laws.

2.7 Licensor grants to Licensee the right to use Licensor’s “Farmy’s Off Road Park” name and logo in connection with the promotion and identification of the location of the License Event **provided that any such use (including in any advertisement, publication, trade press, or the like) must be approved by Licensor in writing in advance.** The rights granted hereunder shall terminate immediately on the end of the License Period or earlier termination of the License, and Licensee shall discontinue all such use of such name and logo thereafter. Licensor shall retain all intellectual property rights in such name and logo, as well as all trademarks, trade names, and the like and nothing contained herein is intended to transfer or convey any of the same to Licensee except for the limited right to use the same in accordance herewith.



evidence that insurance has been placed in strict compliance with these requirements is received and approved by Farmy Inc./Farmy's Off Road Park.

1. COMMERCIAL GENERAL LIABILITY INSURANCE ("CGL"):

- a. Coverage: Renter shall maintain a CGL policy on a form at least as broad as an unmodified Insurance Services Office (ISO) CG 00 01 12 04 occurrence form covering Renter's operations including but not limited to coverage for:
 - 1) Premises and Operations Liability, including but not limited to coverage for the venue for activities undertaken by Renter and event partners.
 - 2) Products-Completed Operations Liability including but not limited to coverage for the venue for activities resulting post-event. Liquor liability if Renter is serving alcohol.
 - 3) Participants liability and emergency medical payments.
 - 4) Spectator's Liability, whether the observer is a paid or unpaid spectator.
 - 5) Volunteers working on behalf of Renter or Farmy Inc./Farmy's Off Road Park, covered or included under the definition of named insured.
 - 6) Contractual Liability insuring all obligations of Renter (including but not limited to the tort liability of another assumed in a business contract);
 - 7) Liability Renter may incur from operations, acts, or omissions of independent contractors, subcontractors, suppliers, their agents, or employees.
 - 8) Personal and Advertising Injury.
- b. Limits: Renter shall maintain such insurance with limits of insurance not less than the following amounts:
 - 1) \$5,000,000 General Aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
 - 2) \$5,000,000 Products and Completed Operations Aggregate.
 - 3) \$3,000,000 per Occurrence for Bodily Injury and Property Damage.
 - 4) \$3,000,000 for Personal Injury and Advertising Injury.
 - 5) Higher limits of insurance and additional coverage if required by Farmy Inc./Farmy's Off Road Park.
- c. Additional Insured Endorsement(s): Renter's CGL coverage shall include an endorsement(s) naming Farmy Inc./Farmy's Off Road Park and the City of Yerington as an additional insured on a form(s) providing coverage at least as broad as the unmodified ISO CG 2010 11/85 endorsement providing additional insured coverage for Renter's premises/operations and products/completed operations exposures. This insurance shall apply as primary insurance and be non-contributory with respect to any other insurance or self-insurance of Farmy Inc./Farmy's Off Road Park. Additional insured status shall apply until the expiration of the time within which a claimant can bring suit per applicable law. This additional insured endorsement(s) and a waiver of subrogation policy endorsement in favor of Farmy Inc./Farmy's Off Road Park and City of Yerington shall be provided to Farmy Inc./Farmy's Off Road Park as valid evidence of compliance with these insurance requirements.

for all Licensee Parties, to the fullest extent permitted by applicable laws, waives and releases all losses, costs, damages, expenses, claims, demands, liabilities, actions, and causes of action (collectively, "Claims"), whether.



arising in contract, tort, or otherwise, they have or may have against the Indemnified Parties (defined below) with respect to the Premises (including the condition thereof), the use of the Premises by Licensee, the License Event, or any act or omission of any of the Indemnified Parties. Licensee shall indemnify, defend, and hold harmless Licensor, Sublessor, Owner, and each of their members, managers, employees, agents, partners, shareholders, directors, officers, heirs, legal representatives, successors and assigns (collectively, the "Indemnified Parties") from and against (i) any and all Claims (including reasonable attorneys' fees and costs) suffered or incurred by any Indemnified Parties, and (ii) all claims brought by any third party against any Indemnified Parties, as a result of or in connection with: (A) the use of the Premises by Licensee or any other Licensee Parties; (B) the License Event or anything done, permitted or suffered by Licensee on or about the Premises (including, without limitation, the spilling, discharge, disposal or other contamination of any part of the Premises by any hazardous substances or materials introduced to the Premises by Licensee or any participant in the License Event); or (C) any breach by Licensee of any of its obligations under this Agreement, including any Default. If any action or proceeding brought against Licensor is subject to any of Licensor's obligations hereunder, Licensee, upon notice from Licensor, shall defend the same, at Licensee's expense, by counsel reasonably satisfactory to Licensor. Alternatively, at Licensor's election, Licensee shall reimburse Licensor for any reasonable legal fees or costs incurred by Licensor in connection with any such action or proceeding. The provisions of this Section 4 shall survive the expiration or earlier termination of the License and this Agreement. This exculpation, waiver, and indemnification expressly includes claims arising from or alleged to have arisen from the negligence of the Indemnified Parties but shall not apply to any Claims arising solely out of the willful misconduct of the Indemnified Parties. In no event shall Licensor be responsible or liable for any consequential or punitive damages (including, without limitation, any loss of business profits) suffered or incurred by Licensor or any Licensor Parties, however caused, and including, without limitation, arising out of any act, omission, negligence, gross negligence, or willful misconduct of Licensor or any Indemnified Parties, all of which are expressly waived and released by Licensor for itself and for all Licensee Parties.

5. Default.

If Licensor fails to fully comply in all material respects with all of its obligations under this Agreement, including, without limitation, the timely satisfaction of the condition's precedent set forth in Section 2.2, Licensor shall be in default under this Agreement (with each such occurrence deemed to be a "Default" hereunder.) Licensor shall not be obligated to provide any notice or cure right to Licensee of any Default occurring during the License Term. If any Default occurs prior to the start of the License Term, Licensor shall provide written notice thereof to Licensee and Licensee shall have the right to cure such Default on or before the earlier to occur of (i) not less than twelve (12) hours prior to the start of the License Term, or (ii) five (5) days following the date of delivery of such Default notice. Upon the occurrence and during the continuance of any such Default (without cure, if such Default is subject to cure as provided herein), Licensor shall have, and expressly reserves, all rights and remedies, at law and in equity, including, without limitation, the right to immediately revoke the License and prohibit any further use of the Premises by Licensee pursuant to the License or otherwise under this Agreement. If Licensor elects to revoke the License pursuant hereto, Licensor shall deliver written notice of such election to Licensee. All rights and remedies of Licensor shall be cumulative, and Licensor's election to pursue any one or more such rights or remedies shall not



7.7 Each party represents and warrants that it has been represented by, and has had the opportunity to consult with, its own legal counsel in connection with its election to enter into this Agreement. This Agreement shall be deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing in this Agreement shall not be interpreted against or in favor of either of the parties, but according to the application of the rules of interpretation of contracts, without regard to which party may have prepared this Agreement.

7.8 EXHIBITS

The following Exhibits and Attachments are incorporated as part of this Agreement:

Exhibit A: Facility Rules and Policies

Exhibit B: Rental Summary and Hard Costs

Exhibit C: Vendor List for Event

Exhibit D: Diagram of Rented Premises

Exhibit E: User/Spectator Waiver and Release Form

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement at the date set forth opposite their respective signatures below, effective as of the Effective Date first set forth above.

“Licensor”

Farmy Inc.,
Nevada Nonprofit (501c3)

By: Laura Hardesty-Butcher
Title: Executive Director

“Licensee”

By: _____

Title: _____



4. RIGHT TO ACCESS PREMISES

_____ and/or Farmy Inc./Farmy's Off Road Park and their employees/staff, volunteers, contractors, vendors, licensees, and others may access the Event Premises and Shared Premises during the Event at any time that the Road Course is considered "cold". Such access and use shall not be considered a trespass or a breach of any right or covenant under this Agreement.

5. RELEASE AND WAIVER OF LIABILITY.

Renter shall obtain any releases or waivers of liability from persons entering the Premises that Renter's insurance carrier may require, provided that all such releases and waivers of liability shall release Farmy Inc./Farmy's Off Road Park and _____, their officers, employees and agents from any and all liability for property damages, personal injury, and death caused by, related to, or in any way arising from any act or omission by any person at Farmy Inc./Farmy's Off Road Park. Renter shall retain these releases or waivers of liability for as long as their insurance carrier may require. Renter shall bear sole responsibility for full compliance with this Section.

6. TRACK AND GATE SECURITY.

There are _____ entry gates to the Park: the Exterior Gate and the Interior Gate. The Interior Gate at turn _____, opens directly on to the track and shall be manned by the Renter. When Renter is ready to place, operate or move any vehicle or equipment on the track, Renter shall: (1) post and maintain an adult guard at the Interior Gate, before any vehicles or equipment enter the track, (2) ensure that the Interior Gate is closed and remains closed before any vehicles or equipment enter the track and at any time that the track is considered hot; and (3) after the Guard is posted, and the Interior Gate is closed, Renter may then allow vehicles and equipment to enter the track. The Interior Gate at turn _____ shall not be reopened, and the posted Guard shall not leave his post at the Interior Gate, until there are no vehicles or equipment on the track. Renter shall also staff the Exterior Gate or Renter may hire Farmy Inc./Farmy's Off Road Park to Staff the Exterior Gate at a rate of \$_____ per day to perform these guard duties during the Event.

7. SPECTATORS.

Farmy Inc./Farmy's Off Road Park retains the right to charge an entry fee up to \$____ (or another suitable, pre-disclosed amount) per spectator for any Event occurring on the Event Premises or Shared Premises. Farmy Inc./Farmy's Off Road Park will not charge a spectator fee for children ____ years of age and under. The term "spectator" in this section shall not include family members or crew members of any Event participant or Event administrators. Farmy Inc./Farmy's Off Road Park may, as its option and at the request of any Renter, agree to share collected spectator fees with Renter. Renter is encouraged to

market and publicize its Event to further promote the Park to the local community, thereby resulting in the collection of spectator fees.

8. OVERNIGHT CAMPING.

Renter and its employees, agents, contractors, customers, and guests may camp overnight in the area shown in the Premises Diagram, Exhibit D.



safe and adequate for Renter's permitted use. Renter shall have exclusive control of the Rented Premises, as described on the Rental Summary, Exhibit ____ and as shown in the Premises Diagram, Exhibit ____ of this Agreement, during its Event, except as otherwise provided in this Agreement, and shall be responsible for all equipment and for adequate safeguard for the protection of Renter, its employees, agents, and representatives, and others engaged in the Event.

13. JURISDICTION AND VENUE.

This Agreement and all rights and obligations of the Parties shall be construed and governed in accordance with the laws of the State of Nevada. With respect to any claims or litigation associated in any manner with or arising out of this Agreement, the Parties agree to submit to the exclusive personal jurisdiction of the District Court in and for Lyon County, Nevada. Exclusive venue for any such litigation shall be Lyon County, Nevada.

14. VENDORS AND OTHER ACTIVITIES.

Any activities to be conducted in the Park during Renter's use of the Park (including without limitation food service or catering, entertainment, product or merchandise sales, press conferences, or other commercial or professional activities) must be approved in advance in writing by Farmy Inc./Farmy's Off Road Park, and shall be subject to the requirements, conditions, and fees established by Farmy Inc./Farmy's Off Road Park, per the attached Vendor Agreement. Notwithstanding anything in this Agreement to the contrary, Renter agrees that Farmy Inc./Farmy's Off Road Park is not liable or responsible for the acts or omissions of the concessions, fuel other vendors, security personnel or other parties made available to Renter under this Agreement ("Third Parties"). Renter agrees that the Third Parties are independent contractors made available by Farmy Inc./Farmy's Off Road Park solely for the benefit of and as an accommodation to Renter and no contractual, tort or another liability results from or arises out of Farmy Inc./Farmy's Off Road Park making or failure to make the Third Parties available to

Renter. Farmy's Inc./Farmy's Off Road Park gets Twenty Five Percent (25%) of vendor's rental space. All food and beverage concessions will run through Farmy Inc./Farmy's Off Road Park.

15. ENTIRE AGREEMENT.

This document, including the cover page, all Exhibits and Attachments contains the entire Agreement of the Parties relating to the subject matter contained herein. There are no promises, terms, conditions, rights, or obligations other than those contained herein. This agreement shall supersede all provisions of communications, representations, or Agreements, whether verbal or written, between the Parties.

16. FORCE MAJEURE.

Any delays in or failure of performance by either Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations, or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Parties.



EXHIBIT "B" - RENTAL SUMMARY AND HARD COSTS

Rented Premises: Farmy Inc./Farmy's Off Road Park, Cemetery Lane Yerington, NV 89447 as shown in Exhibit "D" Diagram of Rented Premises. Premise rental hours are defined as __ am to __ pm.

Renter: (Name of individual or Organization) **Renter:**
Address:
City, St Zip:
Phone:
Email:

Event Name / Dates: **Event Name Goes Here / Dates**

Rental Fees:	*Basic Daily Rental Fee	\$
	Add'l Hours (\$_ /hr)	\$
	*Track Prep (\$_/day)	\$
	*Water Truck (\$100.00 / hr)	\$
	Gate Control (\$_/day)	\$
	Workers (\$__ ea / day)	\$
	Event Control (\$_ / day)	\$
	Fire / Rescue (\$50.00 / hr)	\$
	Oil Dry (\$_ /bag)	\$
	Tow Truck (\$__ - \$__ / hr)	\$
	*Ambulance (\$ / hr)	\$
	Extra Porta-Potties (\$_/ea)	\$
	Insurance (\$_/day)	\$
	TOTAL	\$

Deposit: **Due 30 calendar days prior** **\$**
 To event date above

Balance Owe: **Due on or before day of event** **\$**

Who will charge for spectators? ☐ **Renter** ☐ **Track** ☐ **Non-spectator**

Will you be allowing vendors: ☐ **Yes** ☐ **No**
 (If yes, please list on Exhibit C and return with signed contract)



FACILITY USE / RACETRACK RENTAL AGREEMENT

Contract ID: _____
(Renters Name)

Return completed documents and deposit to:

Farmy Inc./Farmy's Off Road Park

Attn: Laura Hardesty-Butcher

Po Box 19023

Reno, NV 8951

farmysorp@gmail.com

(Make checks payable to Farmy Inc.)



Nevada Outdoor Recreation Infrastructure (NORI) Grant Application

Applicant Information

Organization Name: Farmy Inc. **Date:** 5/22/2023

Contact Person: Laura Hardesty-Butcher **Director**
Name Title

Address: 1270 State Route 208
Street Address Unit #
Yerington 89447
City State Zip Code

Phone: (775) 304-7186 **Email:** farmysorp@gmail.com

Which best describes your organization?

<input type="checkbox"/>	State Agency	<input checked="" type="checkbox"/>	Non-Profit 501c3 Organization
<input type="checkbox"/>	Federal Agency	<input type="checkbox"/>	Community-Based Organization
<input type="checkbox"/>	County/City Agency	<input checked="" type="checkbox"/>	Other: <u>Nevada Non-Profit Corp.</u>
<input type="checkbox"/>	Tribal Government		

Project Information

Which best describes the project type (check all that apply)?

<input checked="" type="checkbox"/>	New infrastructure	<input type="checkbox"/>	Technical support
<input type="checkbox"/>	Infrastructure rehabilitation		

Nearest town/city/municipality: Yerington

County(s) Lyon
:

Congressional District(s) (check all that apply):

<input type="checkbox"/> District 1	<input checked="" type="checkbox"/> District 2	<input type="checkbox"/> District 3	<input type="checkbox"/> District 4
-------------------------------------	--	-------------------------------------	-------------------------------------

Is this project eligible for Southern Nevada Public Land Management Act (SNPLMA) funding?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

Ground disturbing activities?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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safer, controlled environment for outdoor recreation. The City of Yerington does not have the budget to facilitate this project, as the median household income is 73% of the national average. As we learned during the economic downturn in 2020-21, outdoor recreation flourished. This is one indicator of how the economy may struggle, yet outdoor recreation continues to sustain. Farmy's is specifically poised to provide that alternate source of steady economic input. Outdoor recreationalists will continue to provide structure to the community financially, just as Farmy's Off Road Park will provide structure to the off-road community.

Describe how this project/program increases regional collaboration.

This project will increase collaborative efforts with the recreational community who have sought a better, less complicated recreation area specific to off-road vehicle use. This includes the local business owners, such as the Yerington Chamber of Commerce, who have expressed interest in utilizing the area for events and fundraisers after continued frustration with the Federal Land Managers. Additionally, lighting and water provides for a safer experience for reasons identified in the scope of work above, and project purpose cited above.

Describe how this project/program adds recreational value to the area.

The area will be designed to be a destination for off-road vehicle recreation, while simultaneously welcoming all forms of outdoor recreation. Its direct impact includes all the activities stated above, and more. Providing a well-lit accessible area increases the willingness of outdoor recreationalists to be active for a longer time. The access to water will also provide for better visibility during use of the park and reduce ecological concerns and minimize any public nuisance or disruption for other residence and businesses in the area.

Will this program/project help with job creation and/or retention in the community? If so, how.

Every step taken to improve any recreation facility adds value to the local economy. Farmy's Off Road Park is a designated tourism/ recreation spot and is expected to be a significant outdoor recreation destination. The applicant does not have a quantitative figure that can identify the number of jobs retained or created, by providing an exceptional recreational area for participants to use, it will benefit many surrounding businesses. Visitors will need places to stay, eat, get fuel, buy parts, etc. Farmy Inc. will use all local contractors at every possible step in the process of building infrastructure.

Does this project/program increase engagement with historically excluded groups or regions? If so, how.

Yes, the City of Yerington meets the criteria of President Biden's Executive order- 13985, on Further Advancing Racial Equity and Support for Underserved Communities. Including "build prosperity in rural communities", to include persons; persons with disabilities; persons who live in rural areas. Aside from proving a safe location for the activities already described, this area will be utilized for local fundraisers, OHV safety classes, and added tourism drive to local businesses as described above. In addition to that, those in the OHV community who provide services to disabled veterans in the motorized recreational community, including the "Desert Vets Racing Association" a group that will be using the area during competitions.

Additional Required Application Materials

✓ Project Budget

Provide a detailed budget that includes, at a minimum, the items below. You may create your own spreadsheet.

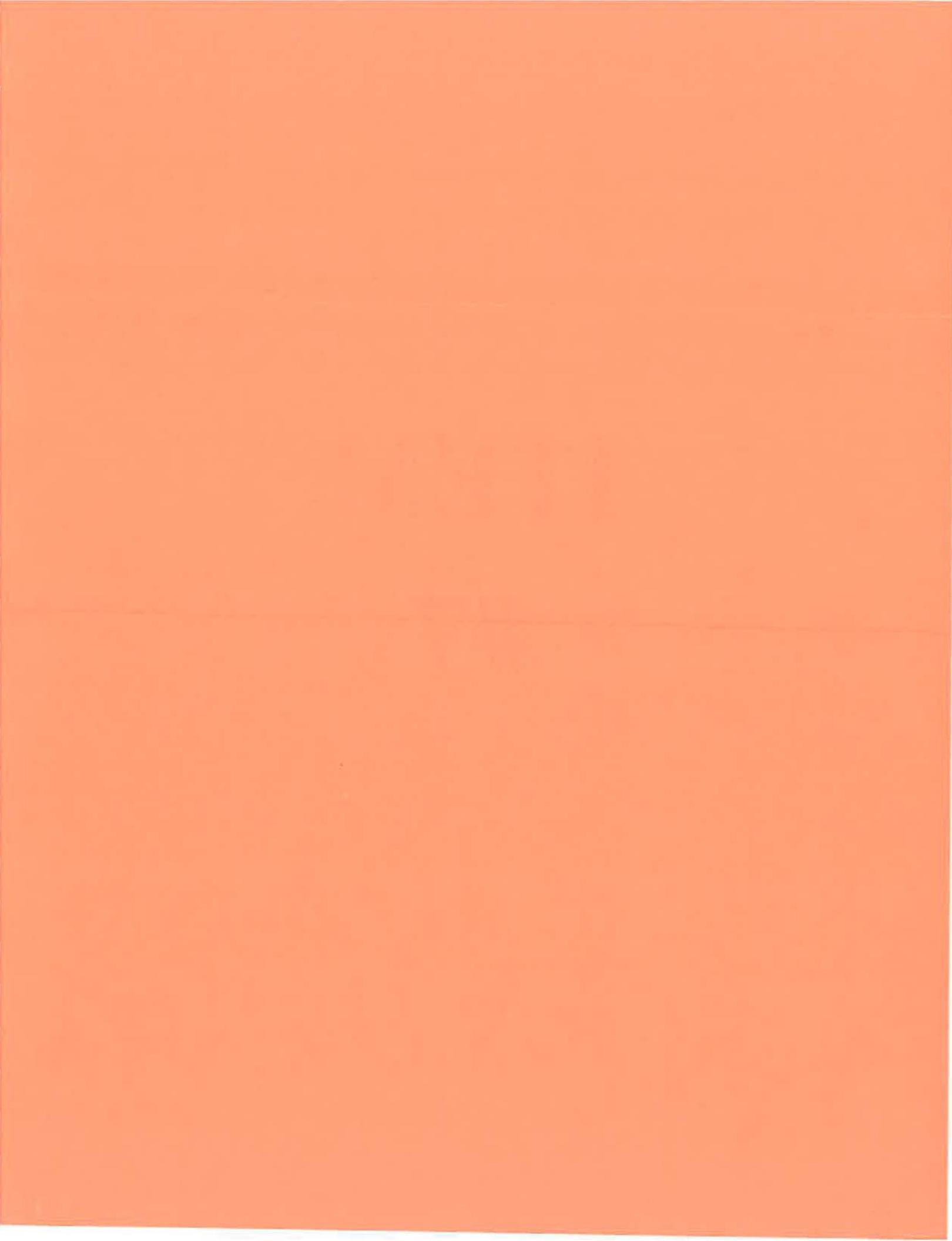
- Your budget must align clearly with your scope of work. Be specific, as your application will rate higher.
- Reminder: Include all sources of funds for the completion of the project including federal, in-kind, private/city/county and state funds.
- Attach copies of estimates to support your budget and identify what each contract will include.

To request assistance in planning your project or for questions about the NORI Grant program,
please contact

Elisabeth Johnson
ejohnson@ndor.nv.gov
(775)684-2722

ITEM

#7



Recommendation: The City of Yerington authorizes Administration, or their designee, to enter into a Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to Town Attorney review.

BACKGROUND: The NLC Service Line Program, offered by Utility Service Partners, a HomeServe Company, was conceived to educate property owners about their service line responsibilities and help customers avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. This program, the only one of its kind, will help the City achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program stimulates the local economy by using fully vetted local contractors to complete the repairs.

COVERAGE: The NLC Service Line Program offers three complete and separate voluntary programs. There is never a service fee/deductible and no annual or lifetime limits on the water line and sewer line coverage. Customers can cancel the insurance at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Also, includes the repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage
External Water Line	\$5.25	Unlimited	Unlimited Calls/\$8,500 Per Call
External Sewer Line	\$7.25	Unlimited	Unlimited Calls/\$8,500 Per Call
In-Home Plumbing	\$9.49	Unlimited	Unlimited Calls/\$3,000 Per Call

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate residents about our repair service plans. Program marketing literature clearly discloses that the Program and the Town are separate entities and that the program is voluntary for

residents. HomeServe will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers homeowners simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and customers can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost for the City to participate and no financial impact.

WHY SHOULD OUR CITY offer this program?



Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, and ground shifting.

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



Homeowners believe service line repairs are the municipality's responsibility.

When private service lines break or leak, many homeowners call the municipality first and are often surprised — and frustrated — to learn that the municipality can't help.

Educational marketing about homeowners' responsibility for service lines is a key component of the program.



An unexpected repair expense can be hard on a budget — and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as \$3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local-area contractors, keeping dollars in the local economy.

For more information call:
1-866-974-4801 or visit
watersolutions.homeserve.com

Or scan here
to learn more:



**NLC Service Line
Warranty Program**

by

 **HomeServe**

Program Highlights



- ▲ The only utility line warranty program endorsed by the National League of Cities (NLC) and multiple state leagues
- ▲ Educates homeowners about their lateral line responsibilities
- ▲ Program handles all resident communications, service delivery and administration at no cost to the municipality
- ▲ Provides ongoing revenue stream to the municipality
- ▲ Reduces calls from residents to the municipality for lateral water and sewer line issues
- ▲ 24/7/365 bilingual customer service
- ▲ All repairs performed to city code by local-area, licensed contractors, keeping money in the local economy
- ▲ All materials sent to residents are pre-approved by the municipality

HomeServe has:

- ▲ **Over 1,200** municipal, utility and association partners across North America.
- ▲ **4.8 out of 5 stars*** customer satisfaction rating.
- ▲ Performed over **2.2 million repairs** over the last three years, saving customers over **\$1.1 billion.**

* Customers surveyed after receiving service between 7/1/2022 - 12/31/2022.



Scan here to
learn more:



**NLC Service Line
Warranty Program**

by





NLC Service Line Warranty Program Overview

What We Do

The National League of Cities (NLC) Service Line Warranty Program by HomeServe offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local-area, licensed and insured contractors.



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the municipality, they often find that they are faced with a costly repair and that the municipality can't help them. Over the past three years, HomeServe has performed over 1.6 million repairs, saving our customers over \$521 million!



Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year



Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over
1,000

partners across
North America!



For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline

**NLC Service Line
Warranty Program**

by
 **HomeServe**

Benefits to the Municipality



Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the municipality/utility and customer dissatisfaction with the municipality for not offering a solution
- The program is offered at no cost to the city
- Use of municipality/utility logo promotes trust



Customer Satisfaction

- 4.8* out of 5 star customer satisfaction rating
- BBB Accredited with A+ rating



Funding for Key Initiatives

Many partners participate in a share of the revenue, often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

* Customers surveyed after receiving service between 1/1/2020-6/30/2020.

I was glad I had the warranty because it saved me from paying for a costly sewer line repair.

Cynthia T.
Kansas City, MO

I am thankful this service was offered to homeowners. It made a bad situation completely trouble free. Thanks for everything.

J. Talbert
Albemarle, NC

For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline

**NLC Service Line
Warranty Program**

by
 **HomeServe**

ITEM

#8



The Yerington Room Tax Board meeting was held in the Council Chambers on Friday, August 25, 2023 with the following present;

Board Members Steven Ward, Amy Barnes, Ted Rudolph and Matt Galvin
City Manager Robert Switzer
City Clerk Sheema Shaw
Room Tax Secretary Lori Phillips

Absent:

Chairwoman Candy LoBue

Guests:

Sylvia Banta with Dini's Lucky Club
Debbie Gilmore with Mason Valley Beekeepers
Donna McDonald with Lyon County Fair Board

Public Comment

None at this time

Agenda

Board member Barnes made the motion to approve the agenda as presented, Board member Ward seconded the motion. No objections were made at this time and the agenda was approved as presented.

Minutes

Board Member Barnes made a motion to approve the minutes of the August 4, 2023 meeting as presented, Board Member Ward seconded the motion. No objections were made at this time and the minutes were approved.

Discussion and possible action of adding to or subtracting from existing laws of the current Room Tax application and reimbursement request.

City Manager Switzer reminded the Board that they last discussed putting forth some recommendations to the City Council in regards to future Room Tax requests and reimbursements. The following were mentioned at the last meeting.

- \$500 limit on in-house printing costs
- If you pay into the Room Tax fund, you can not ask for Room Tax funds

Board member Barnes stated that they previously wanted to recommend that the in-house printing rule be changed and allow grantees to spend up to \$500 on in-house printing. Board member Rudolph asked if they will need to show documentation of the cost of supplies. Board member Barnes stated that there is no way to determine what supplies are used for different printing jobs. She stated that maybe having to show the quantity would be a better unit to measure this. Sylvia Banta stated that it is easier to judge quantities printed than try to calculate in other ways. Board member Rudolph asked for a motion. City Manager Switzer said to discuss all the items and then make a motion for all items at one time.

Board member Rudolph stated the next discussion item is in regards to excluding future grant applicants if they pay into the Room Tax funds. Board members Barnes and Ward agreed that any entities that pay into the Room Tax funds should not be allowed to request funding. Debbie Gilmore asked if her entity paid into this fund and does this exclude her. Board member Rudolph clarified that the entities that pay into Room Tax are the hotels, motels, RV parks, etc. The groups that request funding do not pay into this fund, the money given out for the grants comes from the Tourism in Yerington. Ms. Gilmore asked if this means that Night in the Country will no longer be able to apply. Board member Rudolph stated that yes, this would make them and any other entities like them exempt, but this would also enable the Room Tax Board to help new events. If the event is well established, we are wanting them to not rely on this board as much in the future. Board member Barnes stated that Night in the Country is so big now at this point that they really shouldn't be relying on Room Tax money for their event. If the money they request from Room Tax will "make or break" their event, then they might have some internal issues that they need to deal with. She stated they are not trying to hurt feelings, only looking at promoting Yerington and helping new great ideas get established as well.

Board member Rudolph stated that for him personally, when it comes to his vote on future requests, he will be looking more for applicants that follow the mission statement and are truly promoting Yerington. There was much discussion on whether the actual wording of "funded provided by the City of Yerington Room Tax Board: needed to be included on the advertising. Board member Rudolph clarified that as long as Yerington is being promoted by the event, those are the events he will personally vote to fund.

Board member Galvin arrived at this time and he was brought up to date on the issues that had been discussed in his absence. Board member Galvin had no questions about what was previously discussed and the conversation continued. Ms. Gilmore asked if other entities would be made exempt if they were Government funded. Board member Galvin asked for an example of what she meant by this. Ms. Gilmore stated that Lyon County Fair and & Rodeo is funded by Lyon County and they request funds every round with City of Yerington Room Tax. She said if they are getting County money, why are they able to request money. Board member Barnes stated that the Yerington Fly In

recently decided against asking for Room Tax funding because of the very same reason. City Manager Switzer stated that the Fly In did not ask for money because it was a City of Yerington event and funded by the City. Board member Galvin stated that this might be opening Pandora's Box, but he is not against this. Board member Barnes stated that the Room Tax funds are not meant to support Government funded events and if they are relying on our Room Tax money, then once again, maybe there is an internal issue that needs to be dealt with. Board member Rudolph stated that Government funded events should have budgeted money and shouldn't be looking for additional funding. Board member Ward stated these are all good points and he agreed with possibly adding this to the list of recommendations to go to the City Council.

Board member Barnes asked what the turn around time from their funding recommendations to Council and their final decisions would be. City Clerk Shaw stated that the recommendations would go to the next Council meeting following the Room Tax meeting. City Manager Switzer stated that Council meetings are the second and fourth Mondays of every month. The turn around time would not be more than fourteen (14) days. City Clerk Shaw clarified that the next Room Tax meeting is on December 1, 2023. Those recommendations would be on the agenda posted on December 6, 2023 for the December 11, 2023 meeting. She also stated that these timeframes can also be added to the application so all applicants are fully aware.

Board member Rudolph reiterated the items the Room Tax Board are wanting to send to the City Council for approval.

- \$500 limit for in-house printing (verified with documentation of quantities)
- Entities that pay into Room Tax will now be exempt from requesting funds
- Government funded entities will now be exempt from requesting funds
- Dates written on application (clarifying Room Tax and Council meeting dates)

Board member Galvin made the motion to accept the recommendations as presented and send to the City Council for approval, Board member Ward seconded the motion. No objections were made at this time and the motion was approved as presented.

Public Participation/Comments

Donna McDonald with the Lyon County Fair Board asked if the Lyon County Fair & Rodeo would be considered a Government entity and therefore no longer able to apply. (Ms. McDonald was late the meeting and did not hear the previous discussion). Board member Galvin stated that the Fair & Rodeo is funded through the County and will no longer be able to apply if this recommendation is approved. Ms. McDonald stated that Lyon County does not fund their event. She stated the Fair has to fund itself annually and they are not given any money. She stated that the only money they have for advertising is from the City of Yerington Room Tax Board and this would greatly impact their

event. Board member Galvin stated there should already be a line item created in the County's budget for the Fair & Rodeo and she should ask the County Commissioners. Board member Rudolph clarified that this Board has no issue with the Fair as an event and that they only believe that a Government funded event should not be able to apply for funds. Board member Barnes stated they are making these recommendations based on what is best for the community, not individual events. Ms. McDonald stated that the Room Tax Board has always made sure to give to everyone and this isn't fair since her event puts "butts in beds" just like everyone else. Board member Rudolph asked if there were any further comments.

With there being no further business the meeting was adjourned.

City Clerk

Chairperson

ITEM

#9





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

SEPTEMBER BUILDING PERMITS

PERMIT	DATE	ADDRESS	DESCRIPTION	TOTAL
5444	2	5 East Hwy 95A	1" RPPA BFPD	\$ 162.00
5445	11	423 N Main Street	1" RPPA BFPD	\$ 135.00
5446	18	130 Hwy 339	Membrane Onion Dryer Shed	\$ 10,527.90
5447	18	45 N Main Street	Comm. Re-Roof	\$ 817.50
5448	23	246 S Main Street	Comm. Sign (Wells Fargo)	\$ 243.00
5449	28	0 Hwy 95A	PAPI & REIL Lighting (Airport)	\$ 0.00
5450	30	5 S Main Street	Comm. Re-Roof	\$ 108.00
5451	30	11 N Main Street	5 Total RPPA BFPD	\$ 426.75

Grand Total . \$ 12,420.15

Joel Brown

Joel Brown

