



YERINGTON CITY COUNCIL
MONDAY, FEBRUARY 23RD 2026
10:00 A.M.
City of Yerington City Hall
14 E. Goldfield Ave. Yerington, NV 89447

The Yerington City Council will conduct a public meeting on the 23rd day of February, 2026, beginning at 10:00 a.m. at the following location:

City Hall
14 East Goldfield Avenue Yerington, NV 89447

Join Zoom Meeting

<https://us06web.zoom.us/j/9040866690?pwd=Dc89iDEAUumicWChLj1oV5quXjYkqS.1&omn=84421433874>

Meeting ID: 904 086 6690 / Passcode: 2026COY (case sensitive)

Mobile: 1 (669) 900-6833 / 1 (719) 359-4580

Please call Yerington City Hall at (775) 463-3511 if you have any questions accessing the meeting. Written public comments may be mailed to the City Clerk's office at 14 E. Goldfield Ave. Yerington, Nevada 89447 or emailed to stacys@yerington.net. Be sure to type PUBLIC COMMENT in the subject line. Comments must be received the business day prior to the date of the meeting by 4:00 p.m. for the comments to be included in the meeting.

City Council meetings are open to the public and may be attended in person or via virtual Zoom, if available. Virtual public comment may be given if you are attending the virtual Zoom meeting by "raising your hand" virtually at the appropriate times to notify staff of your desire to speak.

AGENDA:

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

1. **Call to order, 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. *Items appearing in the Consent Agenda (item 4) should also be discussed at this time.*

3. **For Possible Action:** Review and approval of the agenda.

a. *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. **Consent Agenda (Action Will be Taken on All Items):** All matter listed under the consent agenda are considered routine, and may be acted upon by the City Council with one action, and without an extensive hearing. Any member of the Council or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

4.a For Possible Action: Discussion and approval of bills previously submitted for payment as follows:

Checks #41494 through #41564 totaling \$214,066.26

4.b For Possible Action: Discussion and Possible Approval of minutes from the February 9th, 2026 regular meeting.

4.c For Possible Action: Approval of New, Renewal and Name Change Business License Applications:

- A. Dylan Welsh dba Summit Line Construction, Inc., Electrical Contractor, 441 W. Powerline Road Heber City, UT 84032-New
- B. Sergio Sanchez & Juan Martinez-Llamas dba Los Garcias, LLC, Mexica Restaurant, 516 W. Goldfield Ave. Yerington, NV 89447-New
- C. Gino & Cathy Bullentini dba B & C Cabinets & Millwork, Inc., Cabinets & Millwork, 5241 Metric Way Carson City, NV89447-New
- D. Christina R. Michaud dba MasTec Network Solutions, Inc., Telecommunications, 800 S. Douglas Road, Ste. 1100 Coral Gables, FL 33134-New
- E. James Riddiough dba Riddio Construction Co., Inc., Finish Carpentry, 2225 E. Greg St. Ste. 105 Sparks, NV 89431-New Single Project
- F. Robb C. Kelley dba Walker River Homes, LLC, Manufactured Homes Sales & Real Estate, 821 W. Bridge St. Yerington, NV 89447-Name Change
- G. Justin Judd dba Just In Time Heating & Air, LLC, HVAC & Electrical Contractor, 4640 Reno Hwy Fallon, NV 89406-New
- H. Shane Fox dba Tri-State Communications, Inc., Telecommunications & Construction, 20452 Pickford Way Redding, CA 96002-New
- I. Kenneth & Mike Reyman & Jace Callender dba Thompson Garage Doors, Inc., Install & Service Garage Doors, 171 S. 18th St. Sparks, NV 89431-Single Project
- J. Ryan Albert dba Rhyno Built, LLC, Commercial & Residential Steel Fabrication, 2542 Business Pkwy Ste. 3 Minden, NV 8943-New Single Project
- K. Cristian Rangel-Mata & Maria DeJesus Coba-Pineda dba Krazy Fruits Antojitos, LLC, Snack Bar with Alcohol Sales, 407 N. West St. Ste. C Yerington, NV 89447-New

Regular Agenda – (Action will be taken on all items unless otherwise noted)

5. **For Possible Action:** Discussion and Possible Action to approve a novation Payment in Lieu of Taxes (PILOT) Agreement between Southwood Associates LLC and the City of Yerington for a period of five (5) years. This agreement would be applicable to APN's 01-291-04, 01-291-05, 01-291-06, 01-291-08, 01-291-10 and 01-291-11. The existing agreement is dated March 28th, 2016.
6. **For Possible Action:** Discussion and Possible Action to approve a novation Payment in Lieu of Taxes (PILOT) Agreement between YM Associates LLC and the City of Yerington for a period of seventeen (17) years. This agreement would be applicable to APN's 001-171-25 and 001-171-26. The existing agreement is dated March 28th, 2016.
7. **For Possible Action:** Discussion and Possible Action to approve a Franchise Agreement with D & S Waste Removal, Inc. for waste management services in Yerington, NV for a period of five (5) years.
8. **For Possible Action:** Discussion and Possible Action to select a date for an all-day budget workshop. Proposed dates to choose from are March 20, March 24 or March 25, 2026.
9. **Agenda Requests:** A Councilmember or appointed department head may request an item be considered on a future agenda either by making an oral request at a Council meeting or submitting the request in writing to the City Manager at least 30 days prior to the meeting for which the item is requested to be placed on the agenda.
10. **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.
11. **Department and Elected Official Reports** - No action will be taken, reports with possible comments and discussion only, as follows:
 - A. City Attorney Report
 - B. Chief of Police Report
 - C. Public Works Director Report
 - D. City Manager Report
 - E. City Clerk Report
 - F. Council Comments
 - G. Mayor Comments
12. **Closed Session Pursuant to NRS 241.015(4)(c)** - To receive information from legal counsel regarding potential or existing litigation involving a matter over which the Council has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter, or both.
13. **Adjournment.**

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

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 city staff 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.

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 the City Clerk in advance at (775) 463-3511 so that arrangements for attendance may be made.

I, Jerry Bryant, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 East 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 17th day of February 2026, in compliance with NRS 241.020.



Jerry Bryant, Interim City Manager
City of Yerington

2/17/2026

Date

4a

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

Checks **41494** through **41564** totaling **\$214,066.26**

A/P: **\$118,527.58**

P/R: **\$57,430.14**

Trans: **\$38,108.54**

A/P

2-6-26

④ 41498-41538

2.7.26

⑧ 41539-41546

2.11.26

⑯ 41541-41564

P/R:

2.2.26

③ 41494-41496

④ 2052601-2052624

Trans:

2.2.26

① 2022601

① 41497

February 23rd Meeting
Feb 2 - Feb 15

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
41356 02/26	02/12/2026	41356	6866	HDR ENGINEERING INC	1200785494	CALIFORNIA WELL	02-55-25-9057	7,870.34-	7,870.34- V
Total 41356:									
41498 02/26	02/06/2026	41498	1014	ACE HARDWARE	JANUARY 202	SUPPLIES	01-52-20-7044	566.92	566.92
Total 41498:									
41499 02/26	02/06/2026	41499	6666	ADAMS, JARROD	2/5/26 SOB (3)	SIGN ON BONUS-THIRD I	01-52-20-7022	1,250.00	1,250.00
Total 41499:									
41500 02/26	02/06/2026	41500	6666	ADAMS, JARROD	FEBRUARY 2	K-9 SUPPLIES	01-52-20-7083	425.00	425.00
Total 41500:									
41501 02/26	02/06/2026	41501	6607	AMAZON CAPITAL SERVICES	11CT-L63C-V4	SUPPLIES	01-51-14-7011	309.13	309.13
					17N-GMPG-7	SUPPLIES	01-51-14-7011	12.99	12.99
					1FMD-T36X-1	SUPPLIES	01-52-20-7011	173.69	173.69
					1LHN-CQPT-C	SUPPLIES	01-53-15-7011	49.79	49.79
					1VG7-VWCP-	SUPPLIES	01-52-20-7011	352.79	352.79
Total 41501:									
41502 02/26	02/06/2026	41502	1086	BODENSTEIN, ERIC	JANUARY 202	Planning Commission	01-51-14-5113	25.00	25.00
Total 41502:									

CITY OF YERINGTON

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
41503	02/26	02/06/2026	41503	6095	Bull, Elmer	JANUARY 202	PLANNING COMMISSION	01-51-14-5113	25.00
									25.00
Total 41503:									
41504	02/26	02/06/2026	41504	1146	CASELLE, LLC	INV-16254	Support Contract	01-59-35-7011	2,209.00
									2,209.00
Total 41504:									
41505	02/26	02/06/2026	41505	6278	CIGNA	3575027	FEBRUARY 2026 INSURA	00-00-00-2023	25,165.23
									25,165.23
Total 41505:									
41506	02/26	02/06/2026	41506	1273	DOUGLAS, STEVE	FEBRUARY 2	BUILDING INSPECTOR S	01-57-25-5110	1,500.00
									1,500.00
Total 41506:									
41507	02/26	02/06/2026	41507	1273	DOUGLAS, STEVE	JANUARY 202	PLANNING COMMISSION	01-51-14-5113	25.00
									25.00
Total 41507:									
41508	02/26	02/06/2026	41508	1324	DOWL, LLC	7363.30437.01	PROFESSIONAL SERVIC	02-54-25-7027	115.50
									115.50
Total 41508:									
41509	02/26	02/06/2026	41509	1062	FLYERS ENERGY, LLC	CFS-4516374	PD FUEL	01-52-20-7049	819.04
									819.04
Total 41509:									
41510	02/26	02/06/2026	41510	2058	FRONTIER	12226CHI	INTERNET	03-54-25-7033	479.66
						12226FIRE	FIRE ALARM	03-54-25-7033	574.22
						12226PW2	TELEPHONE	03-54-25-7033	208.87

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
02/26	02/06/2026	41510	2058	FRONTIER	12526CH	TELEPHONE	03-54-25-7033	335.89	335.89
									1,598.64
41511									
02/26	02/06/2026	41511	1633	GUARDIAN-DENTAL	FEBRUARY 2	DENTAL INSURANCE	00-00-00-2023	1,075.94	1,075.94
Total 41511:									
41512									
02/26	02/06/2026	41512	1948	GUARDIAN-LIFE	FEBRUARY 2	HOSPITAL INS. - LIFE	00-00-00-2023	416.00	416.00
Total 41512:									
41513									
02/26	02/06/2026	41513	7094	IVESON, WILLIAM	50004000	WATER	00-00-00-1075	5.32	5.32
Total 41513:									
41514									
02/26	02/06/2026	41514	7016	JENSEN, BRANDI	FEBRUARY 2	JUDGE SERVICES	01-53-15-7131	2,000.00	2,000.00
Total 41514:									
41515									
02/26	02/06/2026	41515	2034	JIM MENESINI PETROLEUM, LLC	JANUARY 202	PW-FUEL	02-54-25-7049	1,200.88	1,200.88
Total 41515:									
41516									
02/26	02/06/2026	41516	1566	LYON COUNTY CLERK TREASURER	FEBRUARY 2	PUBLIC DEFENDER CON	01-53-15-7031	2,500.00	2,500.00
Total 41516:									
41517									
02/26	02/06/2026	41517	1566	LYON COUNTY CLERK TREASURER	FEBRUARY 2	IT	01-59-35-7011	3,000.00	3,000.00
Total 41517:									

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	GL Account	Invoice Amount	Check Amount	
41531	02/26	02/06/2026	41531	2060	VERIZON WIRELESS	670027808-00	WIRELESS SERVICE	03-54-25-7033	635.17	635.17
										635.17
		Total 41531:								
41532	02/26	02/06/2026	41532	2060	VERIZON WIRELESS	872363122-00	WIRELESS SERVICE	03-54-25-7033	514.93	514.93
										514.93
		Total 41532:								
41533	02/26	02/06/2026	41533	7096	VICTORIA CLARK & ROMAN POLAK	30009503	WC WATER DEPOSIT	22-00-00-2230	52.06	52.06
										52.06
		Total 41533:								
41534	02/26	02/06/2026	41534	2063	VISION SERVICE PLAN (NV)	FEBRUARY 2	VISION SERVICES	00-00-00-2023	155.68	155.68
										155.68
		Total 41534:								
41535	02/26	02/06/2026	41535	1406	WELLS FARGO BANK-REMIT. CNTR	10726COOMB	BRANDON-CREDIT CARD	01-52-20-7040	200.00	200.00
										200.00
		Total 41535:								
41536	02/26	02/06/2026	41536	2094	WILD WEST CHEVROLET	5010377	SERVICES SERVICES	02-54-25-7044 01-52-20-7044	75.73 356.93	75.73 356.93
										432.66
		Total 41536:								
41537	02/26	02/06/2026	41537	2099	XPRESS BILL PAY	INV-XPRR0318	EFT TRANSACTIONS	03-54-25-7011	1,000.90	1,000.90
										1,000.90
		Total 41537:								
41538	02/26	02/06/2026	41538	2098	YERRINGTON AUTO PARTS	JANUARY 202	SUPPLIES	01-54-26-7011	821.74	821.74

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	GL Account	Invoice Amount	Check Amount
Total 41538:									
41539	02/26	02/07/2026	41539	1094 BOYS & GIRLS CLUB	RM TX REIMB ROOM TAX REIMBURSE	08-14-25-8080		7,000.00	7,000.00
Total 41539:									
41540	02/26	02/07/2026	41540	6400 FIRE SERVICE CENTER	23569 PD SERVICES	01-52-20-7011		157.50	157.50
Total 41540:									
41541	02/26	02/07/2026	41541	5949 Lyon County Fair Board	RM TX REIMB ROOM TAX REIMBURSE	08-14-25-8080		6,500.00	6,500.00
Total 41541:									
41542	02/26	02/07/2026	41542	1098 MINDEN LAWYERS, LLC	11558 PROFESSIONAL SERVIC	01-59-35-7011		8,859.65	8,859.65
Total 41542:									
41543	02/26	02/07/2026	41543	7097 MOSCA DESIGN	00004965 SERVICES	01-54-26-7011		550.00	550.00
Total 41543:									
41544	02/26	02/07/2026	41544	2004 THROUGH A CHILDS EYES	RM TX REIMB ROOM TAX REIMBURSE	08-14-25-8080		1,331.45	1,331.45
Total 41544:									
41545	02/26	02/07/2026	41545	1596 YERINGTON CHAMBER OF COMMER	RM TX REIMB ROOM TAX REIMBURSE	08-14-25-8080		887.26	887.26
Total 41545:									

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	GL Account	Invoice	Invoice	Check
								Amount	Amount	Amount
41546 02/26	02/07/2026	41546	6048	YERINGTON THEATRE FOR THE ARTS		RM TX REIMB	ROOM TAX REIMBURSE	08-14-25-8080	1,352.80	1,352.80
				Total 41546:						1,352.80
41547 02/26	02/11/2026	41547	1868	AT & T LONG DISTANCE	0282984296	LONG DISTANCE	03-54-25-7033	2.39	2.39	
	02/26	02/11/2026	41547	1868 AT & T LONG DISTANCE	118249225450	LONG DISTANCE	03-54-25-7033	5.75	5.75	
	02/26	02/11/2026	41547	1868 AT & T LONG DISTANCE	2181156659	LONG DISTANCE	03-54-25-7033	6.79	6.79	
				Total 41547:						14.93
41548 02/26	02/11/2026	41548	6409	CANON FINANCIAL SERVICES, INC.	42649689	COPIER LEASE	01-52-20-7041	612.00	612.00	
				Total 41548:						612.00
41549 02/26	02/11/2026	41549	6804	CC COMMUNICATIONS	JANUARY 202	INTERNET/PHONES	01-51-14-7033	244.99	244.99	
				Total 41549:						244.99
41550 02/26	02/11/2026	41550	7001	CORE & MAIN	INV0026015	SUPPLIES	02-54-25-7011	143.37	143.37	
				Total 41550:						143.37
41551 02/26	02/11/2026	41551	1232	D & S WASTE REMOVAL	260131390000	WASTE REMOVAL	01-51-14-7046	1,165.51	1,165.51	
				Total 41551:						1,165.51
41552 02/26	02/11/2026	41552	6270	FREEDOM MAILING SERVICES, INC	52283	UTILITY POSTCARDS	03-54-25-7011	1,302.00	1,302.00	
				Total 41552:						1,302.00
41553 02/26	02/11/2026	41553	2058	FRONTIER	12226P0	TELEPHONE	01-52-20-7033	245.99	245.99	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 41553:									
41554	02/26	02/11/2026	41554	7016 JENSEN, BRANDI		TRAVE REIMB	TRAVEL REIMBURSEME	01-53-15-7040	135.00
Total 41554:									
41555	02/26	02/11/2026	41555	2034 JIM MENESINI PETROLEUM, LLC	JANUARY 202	PD FUEL		01-52-20-7049	316.89
Total 41555:									
41556	02/26	02/11/2026	41556	1902 NV ENERGY	312895-0126.	POWER	03-54-25-7033	1,321.01	1,321.01
					312937-0126	POWER	01-56-35-7033	45.24	45.24
					317493-0126	POWER	01-54-26-7033	39.56	39.56
					441484-0126.	POWER	01-59-35-7033	132.84	132.84
					706659-0126	POWER	02-54-25-7033	43.13	43.13
Total 41556:									
41557	02/26	02/11/2026	41557	6695 OSKAR SEPTIC SERVICES, LLC	6946	SERVICES	03-54-25-7028	1,880.00	1,880.00
Total 41557:									
41558	02/26	02/11/2026	41558	6099 PRIME WEST CONSTRUCTION	MAIN STREET	MAIN STREET POLES EL	01-54-26-7069	5,203.75	5,203.75
Total 41558:									
41559	02/26	02/11/2026	41559	1795 PUBLIC EMP. BENEFITS PROGRAM	FEBRUARY 2	POLICE- RETIREE INS. P	01-52-20-6110	93.96	93.96
Total 41559:									
41560	02/26	02/11/2026	41560	6641 RENO FORKLIFT	VW1008695	PO 19681	02-54-25-7043	6,524.40	6,524.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount

Total 41560:

41561	02/26	02/11/2026	41561	7098	SKROCH, DAVID	25CR0023.3J	CASH BAIL REFUND	01-17-00-3148	1,140.00

Total 41561:

41562	02/26	02/11/2026	41562	1406	WELLS FARGO BANK-REMIT. CNTR	20426BRYAN	JERRY-CREDIT CARD	01-52-20-7037	85.98

Total 41562:

41563	02/26	02/11/2026	41563	1406	WELLS FARGO BANK-REMIT. CNTR	20426COOMB	BRANDON-CREDIT CARD	01-52-20-7011	41.55

Total 41563:

41564	02/26	02/11/2026	41564	1406	WELLS FARGO BANK-REMIT. CNTR	20426STEVE	STACY-CREDIT CARD	01-51-14-7011	248.75

Total 41564:

Grand Totals:

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	81.67	.00	81.67
00-00-00-2023	26,812.85	.00	26,812.85
00-00-00-2200	.00	26,894.52-	26,894.52-
01-00-00-2200	.00	36,120.16-	36,120.16-
01-17-00-3148	1,140.00	.00	1,140.00
01-51-14-5113	100.00	.00	100.00
01-51-14-6110	23.49	.00	23.49
01-51-14-7011	1,361.34	.00	1,361.34

GL Account	Debit	Credit	Proof
01-51-14-7030	738.30	.00	738.30
01-51-14-7033	1,527.83	.00	1,527.83
01-51-14-7041	148.25	.00	148.25
01-51-14-7043	190.94	.00	190.94
01-51-14-7046	239.17	.00	239.17
01-52-20-6110	23.49	.00	23.49
01-52-20-7011	1,488.56	.00	1,488.56
01-52-20-7022	1,250.00	.00	1,250.00
01-52-20-7030	738.30	.00	738.30
01-52-20-7033	665.96	.00	665.96
01-52-20-7037	85.98	.00	85.98
01-52-20-7040	200.00	.00	200.00
01-52-20-7041	167.25	.00	167.25
01-52-20-7044	563.88	.00	563.88
01-52-20-7046	45.94	.00	45.94
01-52-20-7049	1,135.93	.00	1,135.93
01-52-20-7083	425.00	.00	425.00
01-53-15-7011	635.41	.00	635.41
01-53-15-7018	250.00	.00	250.00
01-53-15-7031	3,238.30	.00	3,238.30
01-53-15-7040	135.00	.00	135.00
01-53-15-7131	2,000.00	.00	2,000.00
01-54-26-7011	1,246.65	.00	1,246.65
01-54-26-7030	738.30	.00	738.30
01-54-26-7033	3,228.16	.00	3,228.16
01-54-26-7044	14.99	.00	14.99
01-54-26-7069	5,203.75	.00	5,203.75
01-55-27-7011	585.64	.00	585.64
01-55-27-7030	738.30	.00	738.30
01-55-27-7033	657.56	.00	657.56
01-56-35-7011	329.95	.00	329.95
01-56-35-7033	439.37	.00	439.37
01-56-35-7044	36.77	.00	36.77
01-56-35-7046	675.98	.00	675.98
01-57-25-5110	1,500.00	.00	1,500.00
01-59-35-7011	1,395.73	.00	1,395.73
01-59-35-7033	790.00	.00	790.00
01-59-35-7043	20.69	.00	20.69
02-00-00-2200	7,870.34	2,1498.40-	13,628.06-
02-00-00-2230	100.00		

GL Account	Debit	Credit	Proof
02-54-25-6110	23.49	.00	23.49
02-54-25-7011	3,343.63	.00	3,343.63
02-54-25-7027	115.50	.00	115.50
02-54-25-7030	2,214.92	.00	2,214.92
02-54-25-7033	7,256.83	.00	7,256.83
02-54-25-7041	148.25	.00	148.25
02-54-25-7043	6,621.00	.00	6,621.00
02-54-25-7044	303.42	.00	303.42
02-54-25-7046	170.48	.00	170.48
02-54-25-7049	1,200.88	.00	1,200.88
02-55-25-9057	.00	7,870.34-	7,870.34-
03-00-00-2200	.00	15,412.89-	15,412.89-
03-54-25-6110	23.49	.00	23.49
03-54-25-7011	3,541.07	.00	3,541.07
03-54-25-7028	1,880.00	.00	1,880.00
03-54-25-7030	2,214.93	.00	2,214.93
03-54-25-7033	7,469.77	.00	7,469.77
03-54-25-7041	148.25	.00	148.25
03-54-25-7044	101.44	.00	101.44
03-54-25-7046	33.94	.00	33.94
08-00-00-2200	.00	17,071.51-	17,071.51-
08-14-25-8080	17,071.51	.00	17,071.51
22-00-00-2200	.00	5,339.00-	5,339.00-
22-00-00-2230	23.76	.00	23.76
22-54-25-7002	5,315.24	.00	5,315.24
23-00-00-2200	.00	4,061.44-	4,061.44-
23-00-00-2230	28.30	.00	28.30
23-54-25-7002	4,033.14	.00	4,033.14
Grand Totals:	134,268.26	134,268.26-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
02/01/2026	PC	02/05/2026	41494	Draper, Gavin	680		00-00-00-102	305.39-	
02/01/2026	PC	02/05/2026	41495	Zimmerman, Mark	693		00-00-00-102	1,276.15-	
02/01/2026	PC	02/05/2026	41496	Joyer, Abigail	697		00-00-00-102	159.27-	
02/01/2026	PC	02/05/2026	2052601	Adams, Jarrod	582		00-00-00-102	2,747.61-	D
02/01/2026	PC	02/05/2026	2052602	Becker, Dennis	20		00-00-00-102	2,314.35-	D
02/01/2026	PC	02/05/2026	2052603	Brown, Jeremiah	652		00-00-00-102	2,038.21-	D
02/01/2026	PC	02/05/2026	2052604	Bryant, Jeremy	647		00-00-00-102	3,135.45-	D
02/01/2026	PC	02/05/2026	2052605	Clanton, Shawn J.	695		00-00-00-102	3,566.85-	D
02/01/2026	PC	02/05/2026	2052606	Coombs, Brandon	31		00-00-00-102	3,594.04-	D
02/01/2026	PC	02/05/2026	2052607	Durst Jr, Ronald	676		00-00-00-102	2,054.42-	D
02/01/2026	PC	02/05/2026	2052608	Gutierrez, Tommy	659		00-00-00-102	2,771.08-	D
02/01/2026	PC	02/05/2026	2052609	Haas, Stephanie	678		00-00-00-102	3,029.79-	D
02/01/2026	PC	02/05/2026	2052610	Haro-Reynaga Jr., Gustavo	689		00-00-00-102	1,547.63-	D
02/01/2026	PC	02/05/2026	2052611	Jennerjohn, Richard	650		00-00-00-102	2,862.42-	D
02/01/2026	PC	02/05/2026	2052612	Larsen, Stacey	644		00-00-00-102	1,646.97-	D
02/01/2026	PC	02/05/2026	2052613	Larson, Michele	667		00-00-00-102	1,883.71-	D
02/01/2026	PC	02/05/2026	2052614	Lopez, Savannah	698		00-00-00-102	1,309.24-	D
02/01/2026	PC	02/05/2026	2052615	Mays, Brittany	684		00-00-00-102	1,315.38-	D
02/01/2026	PC	02/05/2026	2052616	McNeill, Sean	683		00-00-00-102	3,238.21-	D
02/01/2026	PC	02/05/2026	2052617	Ruiz, Francisco	658		00-00-00-102	1,292.98-	D
02/01/2026	PC	02/05/2026	2052618	Shapiro, Paul	687		00-00-00-102	3,116.85-	D
02/01/2026	PC	02/05/2026	2052619	Smith, Brian	681		00-00-00-102	3,941.51-	D
02/01/2026	PC	02/05/2026	2052620	Stevenson, Stacy	682		00-00-00-102	2,196.96-	D
02/01/2026	PC	02/05/2026	2052621	Sturtevant, Helen M.	163		00-00-00-102	1,734.96-	D
02/01/2026	PC	02/05/2026	2052622	Tamayo, Ricardo	694		00-00-00-102	140.70-	D
02/01/2026	PC	02/05/2026	2052623	Watson, Sarah	696		00-00-00-102	1,487.35-	D
02/01/2026	PC	02/05/2026	2052624	Wisner, Nicholas	177		00-00-00-102	2,722.66-	D
Grand Totals:								57,430.14-	

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
02/01/2026	CDPT	02/02/2026	41497	PUBLIC EMPLOYEES RETIREME	2	Retirement - Police Pay Period: 0	00-00-00-102	29,237.71-	
02/01/2026	CDPT	02/02/2026	2022601	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	8,870.83-	
Grand Totals:								38,108.54-	

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

4h

Yerington City Council Meeting
February 9, 2026 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 Nick Beaton, Omar Lopez and Matthew Galvin
City Attorney Charles Zumpft
Interim City Manager Jerry Bryant
City Clerk Stacy Stevenson
Chief of Police Shawn Clanton
Public Works Director Paul Shapiro
Minutes Clerk Savannah Lopez

Absent:

SHANE MARTIN

Guests: Dave DeGrendele, Darrell Pursel, Robin Biggs, Gary Cook, and Jim Dechambeau.

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 Comments

Mayor Garry asked for comments.

Mr. Dave DeGrendele states there is a couple of things need to be addressed this meeting, speaking of the eco system when it comes to solar believes that all of this is not the appropriate way to go for the city. Mr. DeGrendele also shares concerns in regards to hiring more lawyers to later give away city water rights. Expresses he was unable to find on the city's website the agreement between the city and solar company.

Mr. Darrell Pursel states he has been on the Nevada HOB commission the last several years and asks the council to not be to strict when it comes to the citations within the city and asking the Police Department try to grow with it

Ms. Robin Biggs states she has been sending large group emails about our solar and water with no response from anyone who was addressed in this email? Ms. Biggs expresses concern if public comments are true or not? When a lot of city officials are in the meeting about the land when it was being rezoned for the solar plant. Here is a response I got from senator Titus. Ms. Biggs addresses the email response from Senator Titus to the council. Ms. Biggs speaks about Libra Solar LLC and the city water rights.

Mr. Garry Cook shares concern about the sewer pond stench on the sewer ponds at the airport. Nothing has happened until a new consulate engineer has made these

changes with the sewer pond where within the last year and half there has been good air quality. The issue now is the odor needs to be addressed before it gets to a point where it is not controllable.

Agenda Approval

Mayor Garry stated the agenda would be approved as presented unless there were any objections or corrections. Mayor Garry asked for comments, no comments were made at this time and the agenda was approved unanimously.

Consent Agenda

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	01/22/2026	41452 through 41493
Payroll Checks	01/20/2026	41447 through 41450
Payroll Vouchers	01/20/2026	1222601 through 1222627
Transmittal Checks	01/20/2026	41451
Transmittal Vouchers	01/20/2026	1202601-1202602

Mayor Garry stated the bills previously submitted for payment, check numbers 41447 through 41493 totaling \$176,588.82 would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made at this time and the bills previously submitted for payment were approved unanimously.

Minutes

Mayor Garry stated the minutes dated January 26, 2026 regular meeting would be approved unless there were any objections or corrections. Councilman Beaton moved to approve the consent agenda as presented, seconded by Councilman Lopez. Mayor Garry stated no objections were made at this time and the minutes dated January 26, 2026 regular meeting were approved unanimously.

Regular Agenda

Presentation of the 2025 Annual Report of the Yerington Animal Shelter

Public Works Director Shapiro reports that the animal shelter has reported such success in the 2025 calendar year. The K9 program at the shelter has taken in 60 dogs. 29 have been adopted. 2 were transferred to another partner organization and 35 of those dogs were returned to their owners, resulting in 66 live outcomes. Representing a positive outcome of 6 dogs beyond intake. Highlighting efficient and reunification outcome.

Working on a new program to be in place for social media marketing to help adoption. Public Works Director Shapiro speaks about the F line program to capture as many stray cats to no cost to the city and to get them spayed or neutered. The year of 2025

133 cats were taken in. 199 live outcomes in 2025. Recognition for the shelter for two years in a row at a no kill shelter in the last year only one dog had to be put down due to serious medical issued. Public Works Director Shapiro proceeded to thank his staff and volunteers for such great efforts directing anyone for any questions.

Councilman Lopez thanked Public Works Director Shapiro, the staff and the volunteers for the update and proven success.

Public Works Director Shapiro also mentions 17 new kennels will be built tomorrow.

Councilman Beaton asked what is the total capacity for the dog shelter?

Public Works Director Shapiro responds 17 dogs in total

Discussion and Possible Action to approve Bill No. 434, an ordinance amending the Yerington Municipal Code Title 6. Adding Chapter 16, titled “OFF HIGHWAY VEHICLES”, as recommended by the City of Yerington Public Safety Committee.

Interim City Manager Bryant states this is the second reading since the city started the discussion on the chapter 16 to the city codes of HOV Off road vehicle advertisement enforcing this to bring more tourism into Yerington. Interim City Manager Bryant presents that within the current advertisement Yerington is included in none for off road and state parks. A lease has already been authorized with the Y-HILL off road development.

Adopting the ordinance to the City of Yerington Police Department authority to better regulate public safety. This was funded by grants with no expense to the city

Councilman Galvin expressed concerned over safety of drivers on the highway and congestion for residents.

Councilman Lopez made a motion to accept item number six as presented, seconded by Councilman Beaton. Mayor Garry asked for public comments, no comments were made at this time did not carry with a 2-1-0 vote.

Councilman Beaton and Lopez in favor of and Councilman Galvin opposed.

Discussion and Possible Action to approve a contract for legal services with Schroeder Law Offices, P.C. for presentation as it pertains to water rights and water lease opportunities with Libra Solar, LLC or matters related thereto.

Interim City Manager Bryant presents the water law team deal with Libra solar leasing 500 acres feet of water and a term date of June 2028. Although Legal fees, that have

been occurred with this lease, has been found to be a favorable offer for the city, waiving the retainer fee. Any legal fees for the preparation of these documents are said to be reimbursed by Libra Solar to the City.

Councilman Lopez made a motion to accept item number seven as presented, seconded by Councilman Beaton. Mayor Garry asked for public comment. Mr. DeChambeau stated that he doesn't believe the city has to strike a deal with Libra Solar considering it is not within our city limits. The motion was approved unanimously.

Discussion and Possible Action to authorize one (1) hour parking time limits along curbs immediately adjacent to public school buildings during school hours, in accordance with Title 6, Chapter 7 of Yerington City Code.

Interim City Manager Jerry Bryant, presents discussion of 1-hour parking within school zones. Bringing this discussion back to the council as signs are currently placed in the school zones backtracking to no supporting documents as to when this was approved. Allowing for this to be enforced while encouraging staff, students and parents to use designated parking within those areas during school hours. Excluding handy cap zones, residential curbs across the street exempting public safety and law enforcement vehicles in accordance of title 6 chapter 7 of Yerington City Code.

Councilman Beaton made a motion to approve item number 8 as presented, seconded by Councilman Lopez. Mayor Garry asked for public comments, no comments were made at this time and the motion was approved unanimously.

Review and Discussion of the City of Yerington 2025 Master Plan, Chapter 2 (Requested by Mayor John J. Garry)

Interim City Manager Bryant spoke on historical resources adopting a Master Plan back in October of 2025. Discussion of historical preservation. Items to be listed on the Nevada Historic Registry to be requested as historic markers. Preserve and protect the historic resources of Yerington drawing tourism to these buildings.

Agenda Requests

Public Comment

Department Reports

City Attorney Charles Zumpft: Nothing to report

Chief of Police Shawn Clanton shares there will be bicycles safety course coming up within the summer time for our youth. Yerington Police department has approximal 50 bicycles is asking for guidance as to who can get them fixed and also asking for what permits are required for this event to happen.

Public Works Director Shapiro states that staff have been doing working diligently on public areas and maintaining it clean for the public. Replacing park slides. Addresses the odor from the ponds, excepting for this to occur as the weather changes. If the public has any questions or concerns to reach out to him to address these issues.

Interim City Manager Jerry Bryant: Reports upcoming meetings

City Clerk Stacy Stevenson: Reports upcoming trainings.

Councilman Beaton: Thanked public works and the great work in our community.

There being no further business, the meeting was adjourned at 11:36 a.m.

Mayor of the City of Yerington

ATTEST:

City Clerk of the City of Yerington

4C

1. **For Possible Action:** Approval of New, Renewal and Name Change Business Licenses Applications.

- A. Dylan Welsh dba Summit Line Construction, Inc., Electrical Contractor, 441 W. Powerline Road Heber City, UT 84032-New
- B. Sergio Sanchez & Juan Martinez-Llamas dba Los 3 Garcias, LLC, Mexican Restaurant, 516 W. Goldfield Ave. Yerington, NV 89447-New
- C. Gino & Cathy Bullentini dba B & C Cabinets & Millwork, Inc., Cabinets & Millwork, 5241 Metric Way Carson City, NV 89447-New
- D. Christina R. Michaud dba MasTec Network Solutions, Inc., Telecommunications, 800 S. Douglas Road, Ste. 1100 Coral Gables, FL 33134-New
- E. James Riddiough dba Riddio Construction Co., Inc., Finish Carpentry, 2225 E. Greg St. Ste. 105 Sparks, NV 89431-New Single Project
- F. Robb C. Kelley dba Walker River Homes, LLC, Manufactured Homes Sales & Real Estate, 821 W. Bridge St. Yerington, NV 89447-Name Change
- G. Justin Judd dba Just in Time Heating & Air, LLC, HVAC & Electrical Contractor, 4640 Reno Hwy Fallon, NV 89406-New
- H. Shane Fox dba Tri-State Communications, Inc., Telecommunications & Construction, 20452 Pickford Way Redding, CA 96002-New
- I. Kenneth & Mike Reyman & Jace Callender dba Thompson Garage Doors, Inc., Install & Service Garage Doors, 171 S. 18th St. Sparks, NV 89431-Single Project
- J. Ryan Albert dba Rhyno Built, LLC, Commercial & Residential Steel Fabrication, 2542 Business Pkwy Ste. 3 Minden, NV 89423-New Single Project
- K. Cristian Rangel-Mata & Maria DeJesus Coba-Pineda dba Krazy Fruits Antojitos, LLC, Snack Bar with Alcohol Sales, 407 N. West St. Ste. C Yerington, NV 89447-New

5

PILOT AGREEMENT

This PILOT Agreement (“Agreement”) is entered into this ____ day of _____, 2026, by and among **Southwood Associates LLC**, a Nevada limited liability company (“SA”) and the **City of Yerington, Nevada**, a state public body (“Yerington”).

WHEREAS, SA is the owner of the real property assigned assessor's parcel numbers:

APN: 1-291-06,
APN: 1-291-04 and 05,
APN: 1-291-08, and
APN: 1-291-10 and 11;

and commonly known as Southwood Apartments located at 303, 307, 309, 311 401 and 403 South Street, Yerington, Nevada (the “Southwood Property”); and

WHEREAS, pursuant to NRS 361.082, SA is eligible to apply for an exemption from ad valorem taxes on the real property and tangible personal property used as housing and related facilities for persons of low income; and

WHEREAS, SA and Yerington wish to enter into this Agreement in recognition of the costs to Yerington of providing services to the Property and which costs are normally paid through the payment of ad valorem property taxes assessed on the Property.

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

1. **Recitals Incorporated.** The foregoing recitals are incorporated as if fully set forth herein.
2. **Required Approval.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
3. **Definitions.** Whenever used in this Agreement:
 - a. The term “Property” shall mean the housing and related facilities for persons with low income located on the Southwood Property.

4. **Payment in Lieu of Taxes.** SA agrees to an annual payment to Yerington in lieu of taxes, after the end of the fiscal year, in the initial amount of \$950.00 for the Southwood Property. The annual payment in lieu of taxes shall be due on September 30th of each year for the preceding fiscal year. Such payments in lieu of tax payments are consistent with the low rent character of the Property. After the initial term of the Agreement, the parties agree that Yerington may adjust the payments in lieu of taxes in accordance with any increase or decrease in valuation of the Property, but in no event shall payments in lieu of taxes increase more than 3.0% per year.
5. **Furnishing of Services.** Yerington agrees to furnish or cause to be furnished to SA and the tenants of the Property public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings or inhabitants of Yerington.
6. **Agreement Term.** This Agreement shall be effective upon approval and continue for an initial term of five (5) years. This Agreement shall automatically renew for successive periods of five (5) years unless terminated by any Party for any reason or no reason.
7. **Termination.** This Agreement may be terminated prior to the expiration of the initial term by mutual consent of all Parties. The termination of this Agreement shall in no way adversely affect the right of SA to seek the property tax exemption described in NRS 361.082. The Parties further expressly agree that this Agreement shall be terminated immediately if for any reason City, State and or federal funding to satisfy this Agreement is withdrawn, limited or impaired or if the Property ceases to be used for low income housing.
8. **Notice.** All notices or other communications required or permitted to be given under this Agreement 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 Parties at the addresses set forth below:

Yerington:
City of Yerington
Yerington City Manager
14 E. Goldfield
Yerington, NV 89447

SA:
Southwood Associates LLC
3695 Desatoya Drive
Carson City, NV 89701

A copy of all notices to SA shall also be delivered to:

USA Institutional Southwood LLC
c/o Richman Fund Manager, Inc.
777 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: General Counsel

9. **SA Tax Exemption Eligibility to be Maintained.** During the term of this Agreement, including any renewals or extensions, SA shall maintain its eligibility for tax exemption pursuant to NRS 361.082 by operating the apartment units at the Southwood Property as low income units that are part of a low-income housing project that is funded in part by federal money appropriated pursuant to 42 U.S.C. 12701 *et seq.* SA shall maintain sufficient books and records to demonstrate its eligibility to Yerington, and evidence of such eligibility shall be provided by SA to Yerington upon request.
10. **Limited Liability.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The liability of both Parties shall not be subject to punitive damages.
11. **Force Majeure.** No Party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.
12. **Binding on Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto; provided, however that this

Agreement may not be assigned by any Party hereto without the prior written consent of the other Parties.

13. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
14. **Severability.** If any provision contained in this Agreement is held to be unenforceable by a court or law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
15. **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 common law balancing of interests.
16. **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 Agreement.
17. **Proper Authority.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to enter into this Agreement.
18. **Governing Law; Jurisdiction.** This Agreement 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 State of Nevada Third Judicial District Court for enforcement of this Agreement.
19. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. This written Agreement is the final expression of the agreement between the parties and may not be

contradicted by evidence of any prior or contemporaneous oral agreement between the parties.

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

Yerington:

The City of Yerington, Nevada

By: _____
John Garry, Mayor

Date: _____

Attest:

City Clerk

SA:

Southwood Associates LLC,
a Nevada limited liability company

By: Southwood Manager LLC, a Nevada
limited liability company, its Managing
Member

By: Nevada Rural Housing, Inc., a
Nevada non-profit corporation,
its Managing Member

By: _____
Rose Cook, its Board Chair

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PILOT AGREEMENT

This PILOT Agreement ("Agreement") is entered into this ____ day of _____, 2026, by and among **YM Associates LLC**, a Nevada limited liability company ("YM") and the **City of Yerington, Nevada**, a state public body ("Yerington").

WHEREAS, YM is the owner of the real property assigned assessor's parcel numbers:

APN: 001-171-25, and
APN: 001-171-26;

and commonly known as Yerington Manor Apartments located at 101 S Mountain View Street, Yerington, Nevada (the "Yerington Manor Property"); and

WHEREAS, pursuant to NRS 361.082, YM is eligible to apply for an exemption from ad valorem taxes on the real property and tangible personal property used as housing and related facilities for persons of low income; and

WHEREAS, YM and Yerington wish to enter into this Agreement in recognition of the costs to Yerington of providing services to the Property and which costs are normally paid through the payment of ad valorem property taxes assessed on the Property.

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

1. **Recitals Incorporated.** The foregoing recitals are incorporated as if fully set forth herein.
2. **Required Approval.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
3. **Definitions.** Whenever used in this Agreement:
 - a. The term "Property" shall mean the housing and related facilities for persons with low income located on the Yerington Manor Property.

4. **Payment in Lieu of Taxes.** YM agrees to an annual payment to Yerington in lieu of taxes, after the end of the fiscal year, in the initial amount of \$1,650.00 for the Yerington Manor Property. The annual payment in lieu of taxes shall be due on September 30th of each year for the preceding fiscal year. Beginning with the annual payment on September 30, 2031, the amount will increase to \$2,000.00 for the initial term. Such payments in lieu of tax payments are consistent with the low rent character of the Property. After the initial term of the Agreement, the parties agree that Yerington may adjust the payments in lieu of taxes in accordance with any increase or decrease in valuation of the Property, but in no event shall payments in lieu of taxes increase more than 3.0% per year.
5. **Furnishing of Services.** Yerington agrees to furnish or cause to be furnished to YM and the tenants of the Property public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings or inhabitants of Yerington.
6. **Agreement Term.** This Agreement shall be effective upon approval and continue for an initial term of seventeen (17) years. This Agreement shall automatically renew for successive periods of five (5) years unless terminated by any Party for any reason or no reason.
7. **Termination.** This Agreement may be terminated prior to the expiration of the initial term by mutual consent of all Parties. The termination of this Agreement shall in no way adversely affect the right of YM to seek the property tax exemption described in NRS 361.082. The Parties further expressly agree that this Agreement shall be terminated immediately if for any reason City, State and or federal funding to satisfy this Agreement is withdrawn, limited or impaired or if the Property ceases to be used for low income housing.
8. **Notice.** All notices or other communications required or permitted to be given under this Agreement 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 Parties at the addresses set forth below:

Yerington:
City of Yerington
Yerington City Manager
14 E. Goldfield Avenue
Yerington, NV 89447

YM:
YM Associates LLC
3695 Desatoya Drive
Carson City, NV 89701

A copy of all notices to YM shall also be delivered to:

USA Institutional Yerington LLC
c/o Richman Fund Manager, Inc.
777 West Putnam Avenue
Greenwich, Connecticut 06830
Attention: General Counsel

9. **YM Tax Exemption Eligibility to be Maintained.** During the term of this Agreement, including any renewals or extensions, YM shall maintain its eligibility for tax exemption pursuant to NRS 361.082 by operating the apartment units at the Yerington Manor Property as low income units that are part of a low-income housing project that is funded in part by federal money appropriated pursuant to 42 U.S.C. 12701 *et seq.* YM shall maintain sufficient books and records to demonstrate its eligibility to Yerington, and evidence of such eligibility shall be provided by YM to Yerington upon request.
10. **Limited Liability.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The liability of both Parties shall not be subject to punitive damages.
11. **Force Majeure.** No Party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.
12. **Binding on Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto; provided, however that this

Agreement may not be assigned by any Party hereto without the prior written consent of the other Parties.

13. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
14. **Severability.** If any provision contained in this Agreement is held to be unenforceable by a court or law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
15. **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 common law balancing of interests.
16. **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 Agreement.
17. **Proper Authority.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to enter into this Agreement.
18. **Governing Law; Jurisdiction.** This Agreement 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 State of Nevada Third Judicial District Court for enforcement of this Agreement.
19. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. This written Agreement is the final expression of the agreement between the parties and may not be

contradicted by evidence of any prior or contemporaneous oral agreement between the parties.

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

Yerington:

The City of Yerington, Nevada

By: _____
John Garry, Mayor

Date: _____

Attest:

City Clerk

YM:

YM Associates LLC,
a Nevada limited liability company

By: YM Associates Manager LLC, a
Nevada limited liability company, its
Managing Member

By: Nevada Rural Housing Authority, its
Sole Member

By: _____
Beth A. Dunning,
Director of Community Development

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FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2026, by and between D & S Waste Removal, Inc., a Nevada Corporation, herein referred to as D & S or Franchisee, and the City of Yerington, Nevada, herein referred to as the City:

WITNESSETH

WHEREAS, D & S wishes to continue to operate the garbage collection and disposal service within the city limits of Yerington; and

WHEREAS, NRS 268.081(3) et seq. authorizes the City to grant exclusive franchises related to the collection and disposal of garbage; and

WHEREAS, City is desirous that the collection and disposal of garbage within the city limits of Yerington be accomplished in an orderly manner.

IT IS THEREFORE AGREED AS FOLLOWS:

1. This AGREEMENT is effective July 1, 2026 through June 30, 2031
2. City hereby grants to D & S the exclusive right, during the term of this AGREEMENT, to collect and haul for hire over the streets and alleys of the City all garbage collected from public and private customers located within the corporate limits of the City. Garbage is defined to include all waste, vegetable matter, rubbish, trash, debris, cold ashes, tin cans and other waste materials generally, including articles ordinarily and customarily hauled away and dumped.
3. D & S shall furnish collection service to any person or organization, public or private, within the corporate limits of the City, upon receipt of a request for such service and payment therefore; provided, however, that D & S shall not be required to furnish service to any householder, dwelling, business establishment, or any other location requiring service unless the owner or occupier thereof furnishes an opening into his

yard or grounds from the alley or street where garbage is customarily collected or, where a private road must be used to obtain access, unless such a private road is not less than fourteen (14) feet in width. In addition, D & S shall not be required to haul garbage when:

- A. The person or organization's account with D & S is not current and in good standing; or
- B. The garbage as defined herein is in a container of more than 45 gallons capacity or 60 pounds in weight; or
- C. The container has become filled with water

D & S shall not refuse to provide its services contemplated by this AGREEMENT to persons or locations for the reason that a prior owner or occupier thereof previously failed to pay D & S for its services provided to that person or location.

- 4. All trucks used by D & S for the collection and hauling of garbage shall be maintained in a safe operating condition at all times and shall be equipped with a closed body that includes hydraulically operating devices for compacting collected garbage.
- 5. D & S may charge and collect fees from persons served, which fees shall be reasonable and within the maximum schedule of rates approved by the City Council. A copy of the current rate schedule shall, at all times, be kept on file in the office of the City; and, a maximum schedule of rates shall be reviewed and determined by the City each year during the term of this AGREEMENT.
- 6. D & S shall carry public liability and property damage insurance, showing the City as additional insured. Public liability and property damage insurance shall be maintained, without interruption, by D & S in an amount not less than \$1,000,000 per occurrence during the term of this agreement. D & S shall provide proof of coverage to City as City may request from time to time.
- 7. D & S shall pay City the appropriate fees for all necessary licenses and shall also pay all taxes imposed by the City. In addition, thereto and as consideration for the execution of this AGREEMENT, D & S shall pay City a sum equal to four percent (4%) of the total gross

receipts collected by D & S each year during the term of this AGREEMENT, in quarterly installments. D & S shall file with the City Clerk within thirty (30) days of the expiration of any calendar quarter during which this AGREEMENT is in force, a verified statement showing in appropriate detail the total gross receipts of D & S to pay the City within fifteen (15) days after the time of filing of such statement any specified sum for the calendar quarter covered by such statement. Any neglect, refusal or omission by D & S to file such statement or to pay such sum at the time or in the manner herein above provided shall be grounds for the declaration of a forfeiture of this AGREEMENT and all the rights hereunder.

8. D & S shall not perform any services for customers for any compensation other than that stated in its approved schedule of rates and charges ("Rate Schedule") then on file with the City Clerk, unless an application for modification thereof has been approved in the manner hereinafter set forth.

Any proposed modification of the Rate Schedule shall be filed with the City Clerk. Within a period of sixty (60) days the City Council shall, after public hearing and notification to D & S, act by resolution or by motion to approve or disapprove, in whole or in part, such proposed modification to the Rate Schedule. Any modification of the Rate Schedule that is approved shall not be put into effect until the first day of the month following approval. An application filed pursuant to this Section and denied in whole or in part may be renewed after three (3) months following the date of disapproval.

The rates and charges fixed by D & S promulgated either initially or as a result of the above-designated procedure, shall not be arbitrary, unreasonable, or unjustly discriminatory.

Anything contained herein to the contrary notwithstanding, the initial Rate Schedule shall be adjusted on April 1st of each year according to the Consumer Price Index (West Coast) without the necessity of notice of hearing. In no event, however, shall said increase exceed 5%.

Franchisee may, at its option, incorporate a fuel surcharge in its quarterly billing in the event fuel prices rise above \$4.00 per gallon, bulk wholesale price paid by D & S before taxes for any 30-day period in the previous quarter. Said fuel surcharge shall be no less than three percent (3%) nor more than five percent (5%) of the total billing reflected on the individual customer's invoice. Any fuel surcharge incorporated pursuant to this paragraph shall be temporary and shall be removed from the billing on the quarter following the quarter where fuel prices fall below \$4.00 per gallon.

9. Should it be determined that any clause, condition or covenant of this AGREEMENT, for any reason, be illegal or unenforceable, such clause, condition or covenant shall be modified to reflect the true intention of the parties and the existence of the same shall not affect the remaining clauses, conditions or covenants of this AGREEMENT.
10. City reserves the absolute right upon notice and a hearing, which notice shall be given to D & S not less than thirty (30) days before such hearing, to terminate the AGREEMENT for any violations of the terms and provisions of this AGREEMENT, or to impose any additional conditions which may be necessary to assure compliance with this AGREEMENT and to ensure adequate service to the people of Yerington.
11. The Franchisee shall maintain a complaint resolution procedure to resolve complaints received by either the City or the Franchisee and related to Franchisee's services hereunder. The complaint resolution procedure shall include the following:

The Franchisee shall be required to record all complaints and if possible resolve them within three (3) business days of their receipt. If the Franchisee cannot resolve a complaint within said time, the Franchisee shall within five (5) business days of the receipt of the complaint provide the City with a written report detailing why resolution could not be reached, the actions proposed to resolve the complaint, and the timeline to resolution.
12. D & S shall comply with all ordinances and regulations adopted or made by the City, pertaining to collection, hauling and disposing of garbage within the corporate limits of the City, or regulating the use of the streets thereon.
13. City encourages Franchisee to implement a recycling program.

14. This AGREEMENT shall remain in full force and effect from and after the date of its signing.

City of Yerington

D & S Waste Removal, Inc.

Mayor John J. Garry

President Darrol Brown

ATTEST:

City Clerk Stacy Stevenson

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STATE OF NEVADA

JOE LOMBARDO
Governor

GEORGE KELESIS
Chair, Nevada Tax Commission

SHELLIE HUGHES
Executive Director

DEPARTMENT OF TAXATION

MAIN OFFICE
3850 Arrowhead Drive
Carson City, Nevada 89706

LOCAL GOVERNMENT FINANCE 2026 CALENDAR OF EVENTS

NOTES:

- (1) Pursuant to NRS 238.100(3), if a filing date falls on a Saturday, Sunday, or holiday, the filing may be performed on the next business day and be deemed timely.
- (2) "Postmarked date is deemed filing date (NRS 238.100)."
- (3) **ONLY** Tentative, final, amended, and revised final budget documents and audit reports are to be filed in duplicate (NAC 354.725).

Items in italics are those required of the Department of Taxation.

Bold Items Are Those Required of Local Government Entities.

Statutory and Other Due Dates:

1st Wk. of Jan *Department of Taxation sends budget forms package for FY2026-27 to all local government entities.*

January 1 **Special Exempt Districts submit financial statements for the immediate preceding fiscal year (NAC 354.559).**

January 13 School Budget training at 10:30 am.

January 14 Non-School Budget training at 10:30 am.

January 15 **For those school districts whose Residential Construction Tax will end at June 30, 2026, please begin the process of renewing the tax, if so desired, prior to Nevada Tax Commission certifying rates on June 25, 2026 (NRS 387.332).**

January 31 **Assessed valuation furnished to the Department of Taxation by Assessor on Segregation of Property Report (NRS 361.390(2)).**

Department of Taxation, Centrally Assessed Property section of ELGS provides projections to redevelopment districts and files segregation report.

February 1 **Last day to submit a copy of the Annual report concerning capital improvements owned, leased, or operated by local government to Department of Taxation and the Director of the Legislative Counsel Bureau (NRS 354.5947). The required information is provided in the annual audit; therefore, a separate report is deemed not necessary.**

Department of Taxation sends reminder of the March deadline for segregation report submission.

February 14 **Last Day for the Quarterly Economic Survey for the 2nd quarter of FY2025-26 to be submitted. Counties and cities must post quarterly financial information on their websites pursuant to the requirements of NRS 244.225; 268.030; 354.210 (PLEASE NOTE: Excludes Schools).**

February 15 *Department of Taxation to provide Preliminary Revenue Projections Package.*

February 21 Last Day for local government entities to notify Department of Taxation about proposed tax rate changes.

Department of Taxation sends reminder letter to county treasurers and Centrally Assessed Section to produce pro forma report with new tax rates.

March 1 Governor certifies population for distribution of Cigarette, Liquor, Basic City/County Relief Tax and Gasoline Tax (NRS 370.260, 369.173, 377.055(3) and 360.285).

Special districts with total budgeted expenditures under \$300,000 must adopt AND submit a resolution requesting exemption from certain filings on or before this date (NRS 354.475).

March 5 **County assessors file with the Department of Taxation the Segregation of Property report (NRS 361.390(2)).**

March 10 **County assessors file corrected tax rolls, which reflect changes made by county boards of equalization, with the Department of Taxation.**
Pro forma projections due from county treasurers and the Division's Centrally Assessed Properties.

March 15 *Department of Taxation provides Final Revenue Projections Package, specifically for Motor Vehicle Fuel tax & Consolidated tax for non-school entities; Local School Support tax & Governmental Services tax for school districts; for use in preparing the tentative budget document. The final estimates of net proceeds of minerals for calendar year 2026 are also included.*

Net Proceeds & Royalty Estimates are due (NRS 362.115).

March 25 *Department of Taxation provides Final Abated Revenue Projections (pro-forma) Package for property taxes (NRS 361.4535(2)).*

March 30 **Designation of auditor or auditing firm must be made no later than three months prior to the close of the fiscal year. The local government must notify the Department of Taxation of the designation (NRS 354.624).**

SINGLE AUDIT ACT
OMB CIRCULAR NO. A-133 mandates non-federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year.

April 1 *Department of Taxation will notify Special Districts of exempt status (NAC 354.020).*

April 15 **File tentative budget with the Department of Taxation (NRS 354.596).**

File final budget with the Department of Taxation for special districts granted exempt status (NRS 354.475).

May 4 Earliest date for notice of public hearing. "...notice of public hearing for tentative budget shall be published not more than 14 days or less than seven days prior to the date set for the hearing" (NRS 354.596).

REQUIRED PUBLIC HEARING DATE

NRS 354.596(4) The public hearing of the tentative budget must be held not sooner than the third Monday in May and not later than the last day in May.

NOTE: The tentative budget hearing for any district whose budget IS administered by the Board of County Commissioners MAY be consolidated with the county budget hearing (NRS 354.596).

May 15 **Last Day for the Quarterly Economic Survey for the 3rd quarter of FY2025-26 to be submitted (PLEASE NOTE: Excludes Schools).**

Counties and cities must post quarterly financial information on their websites pursuant to the requirements of NRS 244.225; 268.030; 354.210.

June 1 The final budget for all local governments EXCEPT SCHOOL DISTRICTS shall be adopted on or before this date and shall be filed with the Department of Taxation and the county clerk (NRS 354.598).

County treasurers/assessors submit billed abatement report for FY2025-26 unsecured roll to the Department.

June 8 The final budget of all SCHOOL DISTRICTS shall be adopted on or before this date and filed with the Department of Taxation and the county clerk (NRS 354.598).

June 20 Following the adoption of the final budgets, if the combined tax rate exceeds the statutory limitation, the chairman of the board of county commissioners shall convene a meeting no later than JUNE 20th for the purpose of bringing the rate within the statutory limitation (NRS 361.455).

June 25 Nevada Tax Commission meets to certify tax rates for all entities (NRS 361.455).

In any year the Legislature increases the revenues or expenditures of any local government, and such increase was not anticipated and included in the final budget, the local government may amend the final budget within 30 days after the end of the session and file such amended budget with the Department of Taxation, increasing budgeted revenues and expenditures (NRS 354.598).

July 1 Local Governments must publish the annual fiscal report on or before July 1st (NRS 354.6015 and NAC 354.561).

July 15 Deadline for entities to submit request for waiver of MD & A requirements in annual audit report (NAC 354.719(2)).

Department to Estimate NPM and provide to Superintendent of Public Instruction.

July 30 An entity affected by the tax rate adjustment (reference JUNE 20th above) must file its REVISED BUDGET with the Department no later than July 30th (NRS 361.455).

August 1 Indebtedness report MUST be filed with Department of Taxation on or before August 1st. Municipalities with outstanding debt or proposed debt must file an updated written statement of the entity's debt management policy and a five-year capital improvement plan. Exempt districts are not required to file a capital improvement plan (NRS 350.013 and NRS 354.5945).

August 5 **County treasurer to file county indigent report with Department of Taxation.**

August 14 **Last Day for the Quarterly Economic Survey for the 4th quarter of FY2025-26 to be submitted (PLEASE NOTE: Excludes Schools).**

Counties and cities must post quarterly financial information on their websites pursuant to the requirements of NRS 244.225, 268.030 and 354.210.

Last day to submit Proof of Publication for the annual summary fiscal report.

September 1 **County treasurers submit billed abatement reports for FY2026-27 secured roll to the Department.**

October 30 *Department of Taxation shall issue a report of the estimated population of each city, county & town in the state (NRS 360.283).*

October 31 **Each annual audit of a SCHOOL DISTRICT shall be concluded, and the audit report submitted to the governing body not later than four months following the close of the fiscal year (NRS 354.624(2)).**

Within 30 days after the report is delivered to the local government, along with the recommendations to the governing body, it must be immediately thereafter filed as public record as provided in NRS 354.624(6).

Within 60 days after the delivery of the annual audit to the local government, the governing body shall advise the Department of Taxation as to specific action taken to prevent recurrence of each violation of law or regulation or to correct any continuing violation. This shall take the form of a board-adopted plan of corrective action (NRS 354.6245(2)).

Each county assessor shall forward a copy of the log of all changes to the value of the secured roll after it has been reopened to the Department of Taxation.

November 15 **Last Day for the Quarterly Economic Survey for the 1st quarter of FY2026-27 to be submitted (PLEASE NOTE: Excludes Schools).**

Counties and cities must post quarterly financial information on their websites pursuant to the requirements of NRS 244.225, 268.030 and 354.210.

Department of Taxation sends exempt district qualifying packets to qualifying entities (NRS 354.475).

November 30 **Annual audits for each local government, EXCEPT SCHOOL DISTRICTS, shall be concluded and the audit report submitted to the governing body not later than five months following the close of the fiscal year. Also, PLEASE SEE MARCH 30 for information regarding single audit reports (NRS 354.624).**

Within 30 days after the report is delivered to the local government, along with the recommendations to the governing body, it must be immediately thereafter filed as public record as provided in NRS 354.624(6).

Within 60 days after the delivery of the annual audit to the local government, the governing body shall advise the Department of Taxation as to specific action taken to prevent recurrence of each violation of law or regulation or to correct any continuing violation. This shall take the form of a board-adopted plan of corrective action (NRS 354.6245(2)).

December 10 *Department of Taxation sends segregation report instructions to county assessors for FY2027-28.*

December 14 **Local governments electing to petition the Department of Taxation to revise the population estimate must do so on or before this date (NAC 360.390).**

December 31 **Last Day for school districts to file amended final budget for FY2026-27 (NRS 354.598005(9)).**