



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 22nd day of May, 2023, beginning at 10:00 a.m. at the following location:

City Hall
14 E. Goldfield Avenue
Yerington, NV 89447

NOTICE:

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

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

AGENDA:

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

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

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

4. **For Possible Action:** Review and Approval of minutes from prior meeting dated May 8, 2023 regular meeting.
5. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:

Checks 36909 through 36978 totaling \$1,168,997.77

6. **For Possible Action:** Discussion and Possible Action to approve/modify/deny a lease and addendum between Yerington Aviation, LLC and Antonio Madera to operate a mobile food truck utilizing commercial food preparation facilities located within Hangar 8 at the Yerington Airport. Last year, Yerington Aviation was served a Notice of Default on its hangar lease due to allowing a food truck, rather than a full sit-down restaurant, to operate from the commercial food kitchen. Also, the Council has not approved the subletting of hangar space as required by lease agreement. Subsequent conversations with Yerington Aviation revealed the food truck operator was making plans to open a full-service restaurant by the end of last year so enforcement was delayed pending the outcome of that action. To date, a full-service restaurant is not operating from the former "Hangar Café."
7. **For Possible Action:** Discussion and Possible Action to approve an assignment of lease between the City of Yerington and Jon P. Helland for Hangar Number 204 located at the Yerington Municipal Airport.
8. **For Discussion Only:** Discussion and Public Comments on Tentative Budget for FY 2023-24, ending June 30, 2024
9. **For Possible Action:** Discussion and Possible Action to approve the Final Budget for FY 2023-24, Beginning July 1, 2023 and ending June 30, 2024.

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.

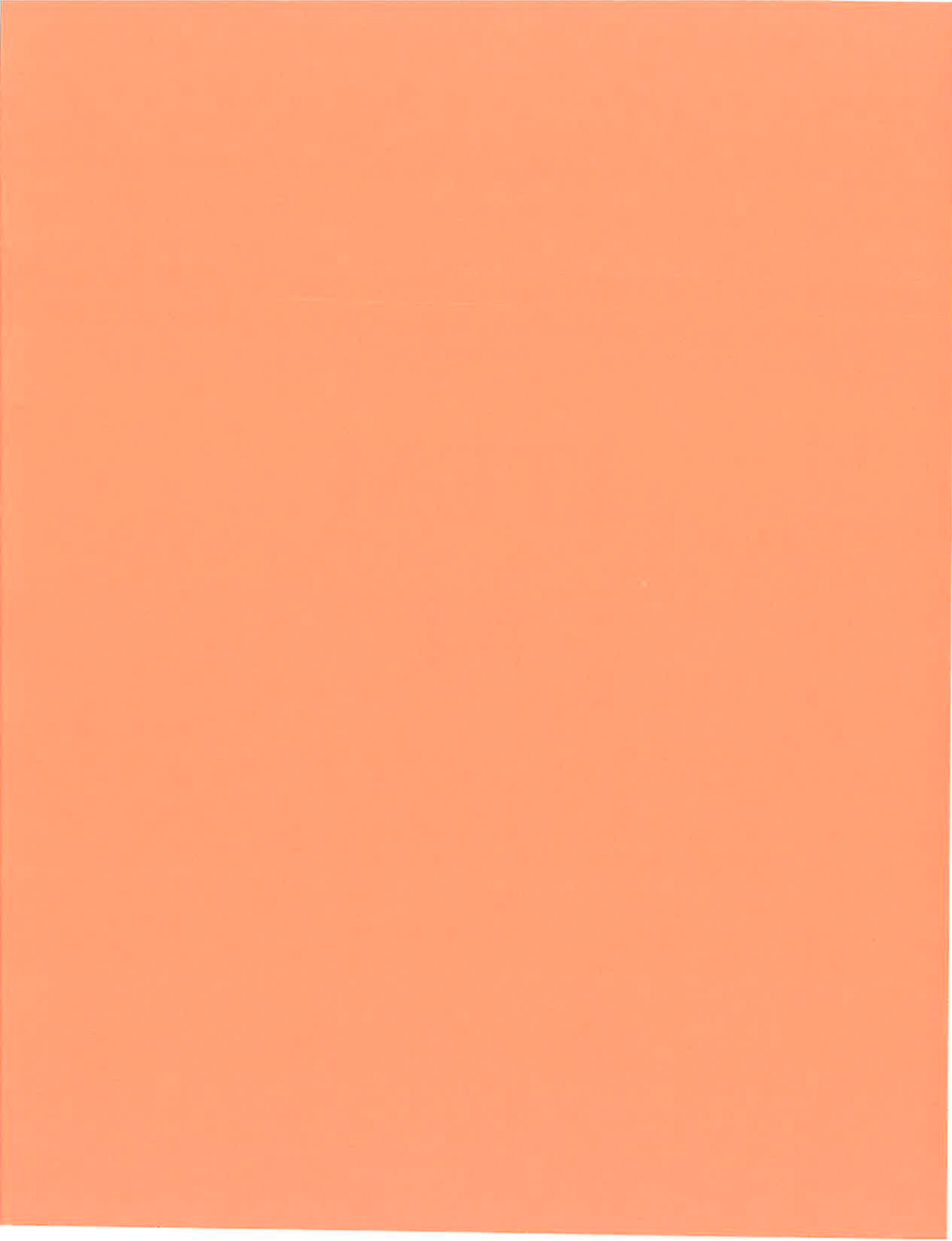
I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Avenue, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net on the 17th day of May, 2023, in compliance with NRS 241.020.


Sheema D. Shaw, City Clerk
City of Yerington

5-17-2023
Date

ITEM

#4



Yerington City Council Meeting
May 8, 2023 at 10:00 a.m. – City Hall

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

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

Absent: Councilman Jerry Bryant, City Clerk Sheema D. Shaw and Public Works Director Jay Flakus

Guests: Mr. Omar Lopez, Mr. Eric Anderson, Mr. Pete Deterding, Mr. Dave DeGrendele, Ms. Deb DeGrendele, Ms. Julia Pounds and Officer Mitch Brantingham

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

Public Participation

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

Agenda Approval

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

Minutes

Mayor Garry stated the minutes from prior meeting dated April 24, 2023 regular meeting would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made at this time, the minutes from prior meeting dated April 24, 2023 regular meeting were approved as presented and the motion was approved unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	04/18/2023	36861 through 36878
	04/24/2023	36879 through 36908

Mayor Garry stated the bills previously submitted for payment, checks 36861 through 36908 totaling \$100,631.68 and would be approved unless there were any objections or corrections. Mayor Garry stated no comments or objections were made at this time and the bills previously submitted for payment were approved unanimously.

Approve closing Main Street from Littell Avenue to Broadway Avenue on June 10, 2023, for a community event highlighting Downtown Yerington. The sponsor of the event is Omar Lopez.

Mr. Omar Lopez stated the Chamber of Commerce is trying to capture a recognitive moment in time with community members within downtown Main Street. The event will highlight community appreciation with a live band and many vendors. Mayor Garry believes the event will be a wonderful opportunity for the community.

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

Approve a Reimbursement Agreement between Kyle and Lori Holt and the City of Yerington for removal of nuisance services on or around May 9, 2022.

City Manager Switzer stated the agenda item is to approve a reimbursement agreement for removal of the nuisances within their property performed by the City. The City has been unable to contact Mr. Kyle Holt as of today and recommends approval of the agenda item.

Councilman Galvin asked if the City is asking for a full reimbursement of the charges. City Manager Switzer stated the City recommends freezing the storage costs and for Mr. Holt to pay over a period of time with a five-year period for the prior costs. City Attorney Zumpft stated this agreement reflects what was approved during the first City Council meeting with the total cost in the amount of \$6,735.00 and Mr. Holt paying \$250.00 a month, which is a little over two years to be paid in full with interest free. If the payments are made on time, the City will waive the interest fees. Councilman Galvin asked what happens if the payments are not made. City Attorney Zumpft stated a lien would go on the property.

Councilman Galvin made a motion to approve agenda item number seven as presented with a 60-day time limit to sign the agreement, seconded by Councilman Pizzo. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Approve a recommendation by the Yerington Planning Commission: Eric Anderson with Bighorn Consulting, Inc. on behalf of Peter Deterding Owner of Bakersfield Parks, LP is proposing a Special Use Permit Application with APN 001-231-01.

Mr. Eric Anderson with Bighorn Consulting, Inc. made a presentation on behalf of Mr. Pete Deterding. The Special Use Permit Application is proposing thirty-five new RV

stalls on the parcel to gear towards the bigger RV's and buses with a common restroom. A dog park will be included as well in a dedicated area within the park. All of the design is per City Code and new fire lines as well as fire hydrants will be added to service the entire park. Full hookups for water, sewer and electric will be included for the new stalls. A new Lift Station will be connected to the City of Yerington's water system to service the new stalls.

Mayor Garry stated it is nice to see this plan coming to life and it will be a great addition to the City of Yerington. Councilman Galvin asked what changed the direction of the design. Mr. Anderson stated a demand is needed for RV's in Yerington right now and less of a demand is needed for mobile homes.

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

Approve a proposal for Collection Services from Valley Collection Services, LLC., for the collection of any outstanding debt of defendants of the Yerington Municipal Court.

City Manager Switzer stated a proposal was received for a collection service from Valley Collection Services, LLC located in Arizona. The collection service will collect the outstanding debt that remains to be paid to the City from defendants of the Yerington Municipal Court and recommends approval of the agenda item. City Attorney Zumpft stated the legislature changed the laws transferring many criminal cases to civil infractions for example speeding which was a criminal misdemeanor and is now a civil infraction.

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

Approve an Interlocal Contract between public agencies; A contract between the State of Nevada acting by and through its Department of Public Safety Records, Communications and Compliance Division and the Yerington Municipal Court for access to the NCJIS Program.

City Manager Switzer stated the agenda item is an Interlocal Agreement between the City of Yerington and the State of Nevada for court operations. City Attorney Zumpft stated the criminal history records are confidential and this agreement is needed if the cases need to be shared.

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

Public Participation

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

Department Reports

Chief of Police Wagner stated the Yerington Police Department office is still closed at this time. Officer Kosak has submitted his resignation and will no longer be with the City as of May 14th. The new officer is still currently in training.

Mayor Garry stated his son is with the Honor Guard in California and he is proud of his service. Mayor Garry will always hold a sentimental position in his heart for law enforcement.

There being no further business, the meeting was adjourned.

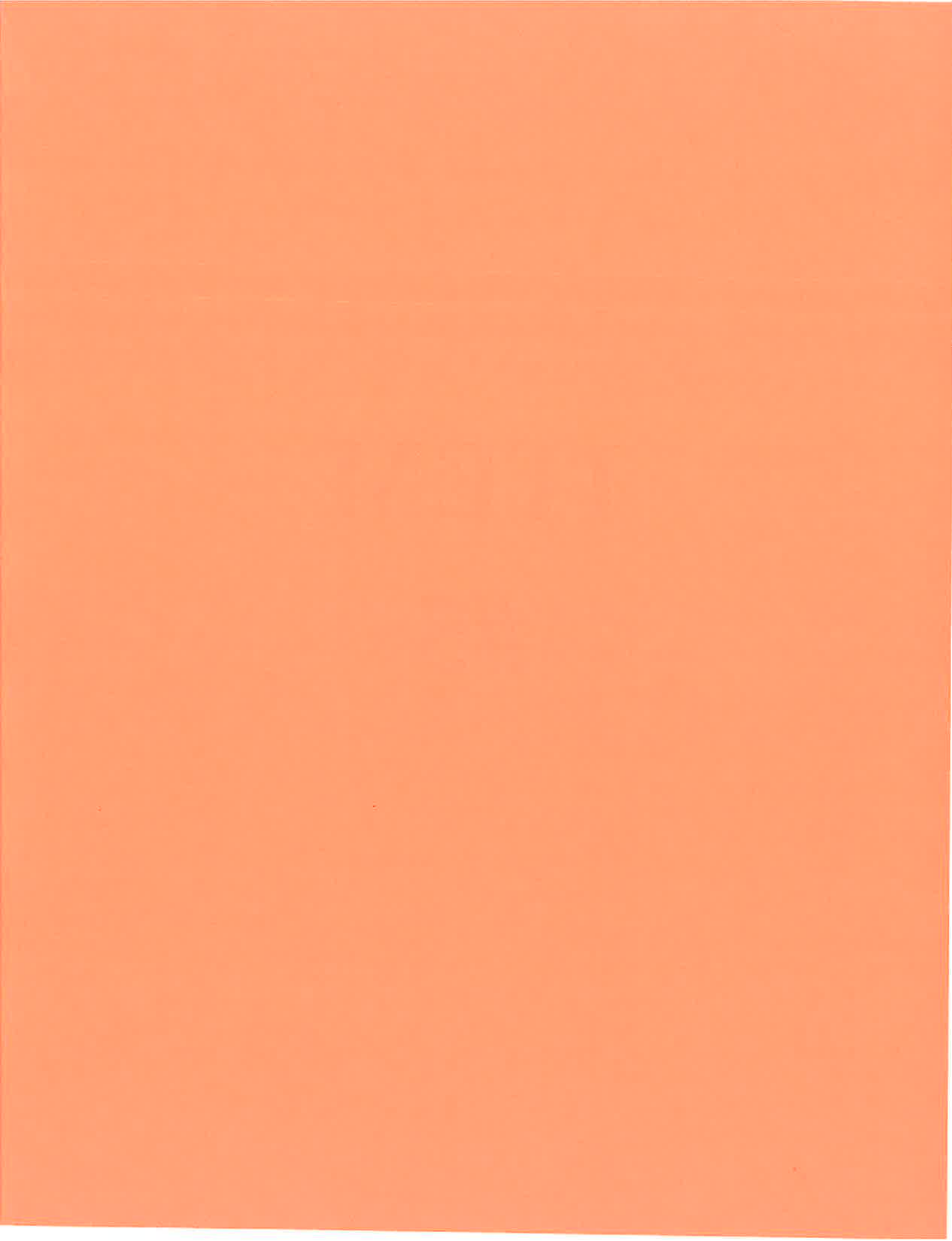
Mayor of the City of Yerington

ATTEST:

City Clerk of the City of Yerington

ITEM

#5



CITY OF YERINGTON

Check Register - BIG Council report

Check Issue Dates: 5/1/2023 - 5/15/2023

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36920									
05/23	05/02/2023	36920	1146	CASELLE, INC.	124306- MAR	CLEAN UP	03-54-25-7011	650.00	650.00
Total 36920:									650.00
36921									
05/23	05/02/2023	36921	1170	CHARTER COMMUNICATIONS	014026204192	WTP-INTERNET	02-54-25-7033	104.99	104.99
Total 36921:									104.99
36922									
05/23	05/02/2023	36922	1170	CHARTER COMMUNICATIONS	013352304282	CH-INTERNET	01-51-14-7033	299.98	299.98
Total 36922:									299.98
36923									
05/23	05/02/2023	36923	6278	CIGNA	3176497- MAY	MEDICAL - DEPENDENTS	00-00-00-2023	23,477.88	23,477.88
Total 36923:									23,477.88
36924									
05/23	05/02/2023	36924	1273	DOUGLAS, STEVE	APRIL 2023 P	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 36924:									25.00
36925									
05/23	05/02/2023	36925	6565	FARM-ASSIST INC	16302	MATERIALS	01-54-26-7052	9,360.00	9,360.00
Total 36925:									9,360.00
36926									
05/23	05/02/2023	36926	1633	GUARDIAN- DENTAL	MAY 2023	DENTAL INSURANCE- RE	00-00-00-2023	1,564.34	1,564.34
Total 36926:									1,564.34
36927									
05/23	05/02/2023	36927	1948	GUARDIAN- LIFE	MAY 2023	HOSPITAL INS. - LIFE	00-00-00-2023	455.00	455.00

M = Manual Check, V = Void Check

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36927:									
36928	05/23	05/02/2023	36928	2212 LAHONTAN PARAMEDICAL	4301	MEDICAL SERVICES	01-52-20-7011	50.00	50.00
Total 36928:									
36929	05/23	05/02/2023	36929	1536 LAW OFFICES OF CHERI EMM-SMITH	APRIL 2023	Judge Services	01-53-15-7131	2,250.91	2,250.91
Total 36929:									
36930	05/23	05/02/2023	36930	1536 LAW OFFICES OF CHERI EMM-SMITH	JOP - MAY 20	JOP SERVICES	01-53-15-7021	650.00	650.00
Total 36930:									
36931	05/23	05/02/2023	36931	6610 MONROY DE NIZ, MARICELA	11 - APRIL 202	CLEANING	08-14-27-8101	1,850.00	1,850.00
Total 36931:									
36932	05/23	05/02/2023	36932	1902 NV ENERGY	312572-0423	POWER	23-54-25-7033	302.14	302.14
05/23	05/02/2023	36932	1902 NV ENERGY	475438-0423	475438-0423	POWER	03-54-25-7033	6,247.75	6,247.75
05/23	05/02/2023	36932	1902 NV ENERGY	475453-0423	475453-0423	POWER	03-54-25-7033	6,574.05	6,574.05
05/23	05/02/2023	36932	1902 NV ENERGY	475499-0423	475499-0423	POWER	01-54-26-7033	3,615.60	3,615.60
05/23	05/02/2023	36932	1902 NV ENERGY	512345-0423	512345-0423	POWER	03-54-25-7033	98.52	98.52
05/23	05/02/2023	36932	1902 NV ENERGY	513290-0423	513290-0423	POWER	23-54-25-7033	137.36	137.36
05/23	05/02/2023	36932	1902 NV ENERGY	533954-0423	533954-0423	POWER	01-55-27-7033	233.70	233.70
05/23	05/02/2023	36932	1902 NV ENERGY	546699-0423	546699-0423	POWER	03-54-25-7033	103.61	103.61
Total 36932:									
36933	05/23	05/02/2023	36933	6207 Parrott, Lacey	APRIL 2023 P	PLANNING COMMISSION	01-51-14-5113	25.00	25.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36933:									
36934	05/23	05/02/2023	36934	6702 POLE, CARLTON	6.010239	REFUND FEES	01-13-00-3117	504.75	504.75
Total 36934:									
36935	05/23	05/02/2023	36935	6212 RALEY'S	APRIL 2023	SUPPLIES	03-54-25-7011	176.29	176.29
Total 36935:									
36936	05/23	05/02/2023	36936	6889 TERMINEX PROCESSING CENTER	432309071	SERVICES	01-51-14-7011	80.00	80.00
Total 36936:									
36937	05/23	05/02/2023	36937	2026 TRUE VALUE	MARCH 2023	SUPPLIES	02-54-25-7044	241.81	241.81
Total 36937:									
36938	05/23	05/02/2023	36938	2026 TRUE VALUE	APRIL 2023	SUPPLIES	03-54-25-7043	264.63	264.63
Total 36938:									
36939	05/23	05/02/2023	36939	2063 VISION SERVICE PLAN (NV)	APRIL 2023	VISION SERVICES- RETI	00-00-00-2023	212.76	212.76
Total 36939:									
36940	05/23	05/02/2023	36940	2063 VISION SERVICE PLAN (NV)	MAY 2023	VISION SERVICES- RETI	00-00-00-2023	212.76	212.76
Total 36940:									

M = Manual Check, V = Void Check

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36941									
05/23	05/02/2023	36941	6450	WALTHER LAW OFFICES, PLLC	APRIL 2023	ATTORNEY SERVICES	01-53-15-7031	2,000.00	2,000.00
Total 36941:									2,000.00
36942									
05/23	05/02/2023	36942	6317	WESTERN ENVIRONMENTAL TESTIN	23040266	TESTING	02-54-25-7050	319.00	319.00
05/23	05/02/2023	36942	6317	WESTERN ENVIRONMENTAL TESTIN	23040267	TESTING	02-54-25-7050	121.00	121.00
05/23	05/02/2023	36942	6317	WESTERN ENVIRONMENTAL TESTIN	23040435	TESTING	02-54-25-7050	392.00	392.00
05/23	05/02/2023	36942	6317	WESTERN ENVIRONMENTAL TESTIN	23040484	TESTING	02-54-25-7050	148.00	148.00
Total 36942:									980.00
36943									
05/23	05/08/2023	36943	1868	AT & T LONG DISTANCE	1177807809	LONG DISTANCE	03-54-25-7033	12.53	12.53
05/23	05/08/2023	36943	1868	AT & T LONG DISTANCE	2176616047	LONG DISTANCE	03-54-25-7033	1.78	1.78
05/23	05/08/2023	36943	1868	AT & T LONG DISTANCE	278261123	LONG DISTANCE	03-54-25-7033	2.10	2.10
Total 36943:									16.41
36944									
05/23	05/08/2023	36944	1146	CASELLE, INC.	124544	Support Contract	03-54-25-7011	1,756.00	1,756.00
Total 36944:									1,756.00
36945									
05/23	05/08/2023	36945	1232	D & S WASTE REMOVAL	230430390000	WASTE REMOVAL	02-54-25-7049	1,165.49	1,165.49
Total 36945:									1,165.49
36946									
05/23	05/08/2023	36946	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	02-00-00-1580	36,616.25	36,616.25
Total 36946:									36,616.25
36947									
05/23	05/08/2023	36947	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	03-00-00-1580	45,842.50	45,842.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36947:									
36948	05/23	05/08/2023	36948	1335	FIRST ADVANTAGE OHS				
					2509282304	MEDICAL SERVICES	02-54-25-7011	178.36	178.36
Total 36948:									
36949	05/23	05/08/2023	36949	2058	FRONTIER				
					042223CH	TELEPHONE	03-54-25-7033	595.07	595.07
	05/23	05/08/2023	36949	2058	FRONTIER				
					042223PD	TELEPHONE	01-52-20-7033	428.60	428.60
	05/23	05/08/2023	36949	2058	FRONTIER				
					042423FIRE	TELEPHONE	03-54-25-7033	572.97	572.97
Total 36949:									
								1,596.64	
36950	05/23	05/08/2023	36950	2034	JIM MENESINI PETROLEUM, LLC				
					322457	PW- FUEL	02-54-25-7049	2,643.81	2,643.81
Total 36950:									
								2,643.81	
36951	05/23	05/08/2023	36951	2034	JIM MENESINI PETROLEUM, LLC				
					322459	PD, FUEL	01-52-20-7049	2,333.69	2,333.69
Total 36951:									
								2,333.69	
36952	05/23	05/08/2023	36952	1566	LYON COUNTY CLERK TREASURER				
					PUB DEF CO	PUBLIC DEFENDER CON	01-53-15-7031	2,000.00	2,000.00
Total 36952:									
								2,000.00	
36953	05/23	05/08/2023	36953	1566	LYON COUNTY CLERK TREASURER				
					APRIL 2023 IT	IT SERVICES	03-54-25-7011	2,100.00	2,100.00
Total 36953:									
								2,100.00	
36954	05/23	05/08/2023	36954	1098	MINDEN LAWYERS, LLC				
					8141 APRIL 20	PROFESSIONAL SERVIC	03-54-25-7030	4,856.03	4,856.03

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Total 36954:									
36955									
05/23	05/08/2023	36955	1902	NV ENERGY	312895-0523	POWER	03-54-25-7033	1,120.37	1,120.37
05/23	05/08/2023	36955	1902	NV ENERGY	317493-0423	POWER	01-54-26-7033	42.07	42.07
05/23	05/08/2023	36955	1902	NV ENERGY	475489-0523	POWER	02-54-25-7033	1,171.04	1,171.04
05/23	05/08/2023	36955	1902	NV ENERGY	475616-0423	POWER	01-55-27-7033	561.18	561.18
05/23	05/08/2023	36955	1902	NV ENERGY	706659-0423	POWER	02-54-25-7033	38.72	38.72
Total 36955:									4,856.03
36956									
05/23	05/08/2023	36956	1527	O'REILLY AUTOMOTIVE STORES	APRIL 2023	SUPPLIES	03-54-25-7044	165.36	165.36
Total 36956:									165.36
36957									
05/23	05/08/2023	36957	1795	PUBLIC EMP. BENEFITS PROGRAM	MAY 2023	POLICE- RETIREE INS. P	01-52-20-6110	1,151.23	1,151.23
Total 36957:									1,151.23
36958									
05/23	05/08/2023	36958	1801	Q & D CONSTRUCTION	APP31WATER	WATER / SEWER REPLA	02-00-00-1580	557,711.75	557,711.75
Total 36958:									557,711.75
36959									
05/23	05/08/2023	36959	1801	Q & D CONSTRUCTION	APP31SEWE	WATER / SEWER REPLA	03-00-00-1580	257,767.30	257,767.30
Total 36959:									257,767.30
36960									
05/23	05/08/2023	36960	1938	SOUTHWEST GAS CORP	42823CAL	UTILITIES	02-54-25-7033	566.23	566.23
05/23	05/08/2023	36960	1938	SOUTHWEST GAS CORP	42823GOLDP	UTILITIES	02-54-25-7033	827.70	827.70
05/23	05/08/2023	36960	1938	SOUTHWEST GAS CORP	42823GOLDP	UTILITIES	03-54-25-7033	233.79	233.79
05/23	05/08/2023	36960	1938	SOUTHWEST GAS CORP	42823TROW	UTILITIES	01-59-35-7033	357.50	357.50
05/23	05/08/2023	36960	1938	SOUTHWEST GAS CORP	42823TROW2	UTILITIES	02-54-25-7033	259.02	259.02

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36960:									
36961	05/23	05/08/2023	36961	1969 STICKS & STONES	APRIL 2023	SUPPLIES AND SERVICE	03-54-25-7043	156.62	156.62
Total 36961:									
36962	05/23	05/08/2023	36962	2060 VERIZON WIRELESS	9933080601	WIRELESS SERVICE	03-54-25-7033	736.02	736.02
Total 36962:									
36963	05/23	05/08/2023	36963	2060 VERIZON WIRELESS	9933101668	WIRELESS SERVICE	03-54-25-7033	1,186.61	1,186.61
Total 36963:									
36964	05/23	05/08/2023	36964	1406 WELLS FARGO BANK-REMIT. CNTR	040723BECK	DENNIS - CREDIT CARD	03-54-25-7040	521.52	521.52
Total 36964:									
36965	05/23	05/08/2023	36965	1406 WELLS FARGO BANK-REMIT. CNTR	040223JAY	JAY - CREDIT CARD	02-54-25-7011	911.88	911.88
Total 36965:									
36966	05/23	05/08/2023	36966	6317 WESTERN ENVIRONMENTAL TESTIN	23040583	TESTING	02-54-25-7050	365.50	365.50
Total 36966:									
36967	05/23	05/08/2023	36967	2088 WESTERN NEVADA SUPPLY	APRIL 2023	SUPPLIES	04-25-00-8095	12,773.15	12,773.15
Total 36967:									

M = Manual Check, V = Void Check

Check Register - BIG Council report
Check Issue Dates: 5/1/2023 - 5/15/2023

CITY OF YERINGTON

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36968	05/23	05/08/2023	36968	2094 WILD WEST CHEVROLET	6023005-1	SERVICES	03-54-25-7044	196.23	196.23
Total 36968:									196.23
36969	05/23	05/08/2023	36969	2099 XPRESS BILL PAY	73389	EFT TRANSACTIONS	03-54-25-7011	478.55	478.55
Total 36969:									478.55
36970	05/23	05/08/2023	36970	2098 YERINGTON AUTO PARTS	APRIL 2023	SUPPLIES	03-54-25-7044	361.35	361.35
Total 36970:									361.35
Grand Totals:									1,006,436.28

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-2015	135.84	.00	135.84
00-00-00-2023	25,922.74	.00	25,922.74
00-00-00-2200	.00	26,058.58	26,058.58
01-00-00-2200	.00	33,154.71	33,154.71
01-13-00-3117	504.75	.00	504.75
01-51-14-5113	125.00	.00	125.00
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	1,740.22	.00	1,740.22
01-51-14-7030	1,618.68	.00	1,618.68
01-51-14-7033	1,055.45	.00	1,055.45
01-51-14-7044	65.41	.00	65.41
01-51-14-7046	75.67	.00	75.67
01-52-20-6110	523.54	.00	523.54
01-52-20-7011	139.18	.00	139.18
01-52-20-7033	1,405.14	.00	1,405.14
01-52-20-7046	33.94	.00	33.94

CITY OF YERINGTON

Check Register - BIG Council report

Page: 10

May 16, 2023 08:57AM

Check Issue Dates: 5/1/2023 - 5/15/2023

GL Account	Debit	Credit	Proof
01-52-20-7049	2,333.69	.00	2,333.69
01-53-15-7011	15.99	.00	15.99
01-53-15-7021	650.00	.00	650.00
01-53-15-7031	4,000.00	.00	4,000.00
01-53-15-7131	2,250.91	.00	2,250.91
01-54-26-7011	140.87	.00	140.87
01-54-26-7033	3,657.67	.00	3,657.67
01-54-26-7052	9,360.00	.00	9,360.00
01-55-27-7033	425.97	.00	425.97
01-56-35-7011	589.27	.00	589.27
01-56-35-7033	989.46	.00	989.46
01-56-35-7043	55.83	.00	55.83
01-56-35-7046	647.24	.00	647.24
01-59-35-7011	191.25	.00	191.25
01-59-35-7033	449.83	.00	449.83
02-00-00-1580	594,328.00	.00	594,328.00
02-00-00-2200	.00	620,767.17-	620,767.17-
02-54-25-6110	258.97	.00	258.97
02-54-25-7011	9,303.60	.00	9,303.60
02-54-25-7030	1,618.68	.00	1,618.68
02-54-25-7033	10,473.21	.00	10,473.21
02-54-25-7040	156.18	.00	156.18
02-54-25-7044	508.06	.00	508.06
02-54-25-7046	75.66	.00	75.66
02-54-25-7049	2,699.31	.00	2,699.31
02-54-25-7050	1,345.50	.00	1,345.50
03-00-00-1580	303,609.80	.00	303,609.80
03-00-00-2200	.00	321,086.42-	321,086.42-
03-54-25-6110	258.97	.00	258.97
03-54-25-7011	6,794.08	.00	6,794.08
03-54-25-7030	1,618.67	.00	1,618.67
03-54-25-7033	8,234.77	.00	8,234.77
03-54-25-7040	30.53	.00	30.53
03-54-25-7043	83.67	.00	83.67
03-54-25-7044	178.45	.00	178.45
03-54-25-7046	277.48	.00	277.48
04-00-00-2200	.00	1,260.00-	1,260.00-
04-25-00-8095	1,260.00	.00	1,260.00
08-00-00-2200	.00	3,669.90-	3,669.90-
08-14-25-8090	48.58	.00	48.58

M = Manual Check, V = Void Check

Check Register - BIG Council report
Check Issue Dates: 5/1/2023 - 5/15/2023

CITY OF YERINGTON

GL Account	Debit	Credit	Proof
08-14-27-8101	3,441.32	.00	3,441.32
08-14-27-8103	180.00	.00	180.00
23-00-00-2200	.00	439.50-	439.50-
23-54-25-7033	439.50	.00	439.50
Grand Totals:	1,006,436.28	1,006,436.28-	.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
04/30/2023	PC	05/04/2023	36909	Durst Jr, Ronald	665		02-00-00-201	563.86-	
04/30/2023	PC	05/04/2023	36910	Talamante, Thomas	605		03-54-25-511	883.47-	
04/30/2023	PC	05/04/2023	36911	West, Robert	635		03-54-25-511	354.16-	
04/30/2023	PC	05/04/2023	5042301	Adams, Jarrod	582		00-00-00-202	1,841.29-	
04/30/2023	PC	05/04/2023	5042302	Becker, Dennis	20		02-54-25-511	2,776.18-	
04/30/2023	PC	05/04/2023	5042303	Brown, Jeremiah	652		01-00-00-201	2,045.47-	
04/30/2023	PC	05/04/2023	5042304	Brown, Joel	657		03-54-25-511	2,274.96-	
04/30/2023	PC	05/04/2023	5042305	Coombs, Brandon	31		00-00-00-202	2,535.74-	
04/30/2023	PC	05/04/2023	5042306	Flakus, Jay	32		03-54-25-511	1,879.65-	
04/30/2023	PC	05/04/2023	5042307	Gutierrez, Tommy	659		02-54-25-511	2,378.58-	
04/30/2023	PC	05/04/2023	5042308	Jennerjohn, Richard	650		01-52-20-511	2,291.58-	
04/30/2023	PC	05/04/2023	5042309	Kosak, Mark	638		01-52-20-511	2,023.13-	
04/30/2023	PC	05/04/2023	5042310	Kusmerz, Debra K.	634		03-54-25-511	417.53-	
04/30/2023	PC	05/04/2023	5042311	Larsen, Stacey	644		01-56-35-511	1,207.83-	
04/30/2023	PC	05/04/2023	5042312	Larson, Michele	667		01-56-35-511	1,178.05-	
04/30/2023	PC	05/04/2023	5042313	Mendoza, Erick	654		01-52-20-511	2,489.87-	
04/30/2023	PC	05/04/2023	5042314	Montes - Meza, Guadalupe	656		01-53-15-511	1,216.20-	
04/30/2023	PC	05/04/2023	5042315	Moore, Angela	653		03-54-25-511	1,272.05-	
04/30/2023	PC	05/04/2023	5042316	Phillips, Lori	39		01-55-27-511	1,631.80-	
04/30/2023	PC	05/04/2023	5042317	Rubertello, Kyle	668		01-55-27-511	1,720.44-	
04/30/2023	PC	05/04/2023	5042318	Ruiz, Francisco	658		01-56-35-511	1,103.71-	
04/30/2023	PC	05/04/2023	5042319	Sanabia, Andrew	663		01-52-20-511	1,505.76-	
04/30/2023	PC	05/04/2023	5042320	Schunke, Terceira	639		03-54-25-511	1,225.87-	
04/30/2023	PC	05/04/2023	5042321	Shaw, Sheema D.	150		03-54-25-511	2,109.07-	
04/30/2023	PC	05/04/2023	5042322	Smith, David	157		01-55-27-511	1,189.24-	
04/30/2023	PC	05/04/2023	5042323	Stanton, Monte	642		02-54-25-511	1,488.71-	
04/30/2023	PC	05/04/2023	5042324	Sturtevant, Helen M.	163		01-52-20-511	1,415.25-	
04/30/2023	PC	05/04/2023	5042325	Switzer, Robert	643		01-54-26-511	3,572.07-	
04/30/2023	PC	05/04/2023	5042326	Wagner, Darren E.	184		00-00-00-202	3,364.70-	
04/30/2023	PC	05/04/2023	5042327	Wisner, Nicholas	177		01-00-00-202	2,084.19-	
Grand Totals:								52,040.41-	

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:

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
05/14/2023	PC	05/18/2023	36971	Bryant, Jeremy	647		01-51-11-511	295.52-	
05/14/2023	PC	05/18/2023	36972	Galvin, Matt	660		00-00-00-102	345.76-	
05/14/2023	PC	05/18/2023	36973	Pizzo, Frank	662		01-51-11-511	368.97-	
05/14/2023	PC	05/18/2023	36974	Durst Jr, Ronald	665		03-00-00-201	478.22-	
05/14/2023	PC	05/18/2023	36975	Talamante, Thomas	605		03-00-00-201	883.47-	
05/14/2023	PC	05/18/2023	36976	West, Robert	635		03-00-00-201	467.52-	
05/14/2023	PC	05/18/2023	5182301	Adams, Jarrod	582		01-00-00-201	1,841.29-	
05/14/2023	PC	05/18/2023	5182302	Becker, Dennis	20		02-54-25-511	2,549.31-	
05/14/2023	PC	05/18/2023	5182303	Brown, Jeremiah	652		01-00-00-201	2,021.67-	
05/14/2023	PC	05/18/2023	5182304	Brown, Joel	657		00-00-00-202	2,274.96-	
05/14/2023	PC	05/18/2023	5182305	Coombs, Brandon	31		00-00-00-202	2,558.23-	
05/14/2023	PC	05/18/2023	5182306	Flakus, Jay	32		03-54-25-511	1,879.65-	
05/14/2023	PC	05/18/2023	5182307	Garry, John Joseph	61		01-00-00-201	591.03-	
05/14/2023	PC	05/18/2023	5182308	Gutierrez, Tommy	659		01-54-26-511	1,658.62-	
05/14/2023	PC	05/18/2023	5182309	Jennerjohn, Richard	650		01-52-20-511	1,688.28-	
05/14/2023	PC	05/18/2023	5182310	Kosak, Mark	638		01-52-20-511	2,581.25-	
05/14/2023	PC	05/18/2023	5182311	Kusmerz, Debra K.	634		01-56-35-511	184.10-	
05/14/2023	PC	05/18/2023	5182312	Larsen, Stacey	644		01-56-35-511	1,207.82-	
05/14/2023	PC	05/18/2023	5182313	Larson, Michele	667		01-54-26-511	1,178.06-	
05/14/2023	PC	05/18/2023	5182314	Martin, Shane	648		00-00-00-102	368.97-	D
05/14/2023	PC	05/18/2023	5182315	Mendoza, Erick	654		01-52-20-511	3,255.10-	
05/14/2023	PC	05/18/2023	5182316	Montes - Meza, Guadalupe	656		01-53-15-511	1,166.20-	
05/14/2023	PC	05/18/2023	5182317	Moore, Angela	653		03-54-25-511	1,341.85-	
05/14/2023	PC	05/18/2023	5182318	Phillips, Lori	39		01-55-27-511	1,631.80-	
05/14/2023	PC	05/18/2023	5182319	Rubertello, Kyle	668		03-54-25-511	1,622.74-	
05/14/2023	PC	05/18/2023	5182320	Ruiz, Francisco	658		03-54-25-511	1,103.71-	
05/14/2023	PC	05/18/2023	5182321	Sanabia, Andrew	663		01-52-20-511	1,543.41-	
05/14/2023	PC	05/18/2023	5182322	Schunke, Terceira	639		03-54-25-511	1,225.86-	
05/14/2023	PC	05/18/2023	5182323	Shaw, Sheema D.	150		03-00-00-201	2,109.07-	
05/14/2023	PC	05/18/2023	5182324	Smith, David	157		01-55-27-511	1,537.79-	
05/14/2023	PC	05/18/2023	5182325	Stanton, Monte	642		02-54-25-511	1,519.20-	
05/14/2023	PC	05/18/2023	5182326	Sturtevant, Helen M.	163		00-00-00-201	1,415.25-	
05/14/2023	PC	05/18/2023	5182327	Switzer, Robert	643		01-56-35-511	3,572.09-	
05/14/2023	PC	05/18/2023	5182328	Wagner, Darren E.	184		01-00-00-201	2,610.34-	
05/14/2023	PC	05/18/2023	5182329	Wisner, Nicholas	177		01-00-00-201	2,084.19-	
Grand Totals:								53,161.30-	

D = Direct Deposit

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
04/30/2023	CDPT	05/01/2023	36912	PUBLIC EMPLOYEES RETIREME	2	Retirement - Police Pay Period: 4/	00-00-00-102	19,752.62-	
04/30/2023	CDPT	05/15/2023	36978	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 4/30/2023	00-00-00-102	116.25-	
04/30/2023	CDPT	05/01/2023	5012301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	8,547.88-	
Grand Totals:								28,416.75-	
			3						

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
05/14/2023	CDPT	05/15/2023	36977	PUBLIC EMPLOYEES RETIREME	2	Retirement - Council Pay Period: 5	00-00-00-102	20,286.48-	
05/14/2023	CDPT	05/15/2023	36978	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 5/14/2023	00-00-00-102	116.25-	
05/14/2023	CDPT	05/15/2023	5152301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	8,540.30-	
Grand Totals:								28,943.03-	
</									

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

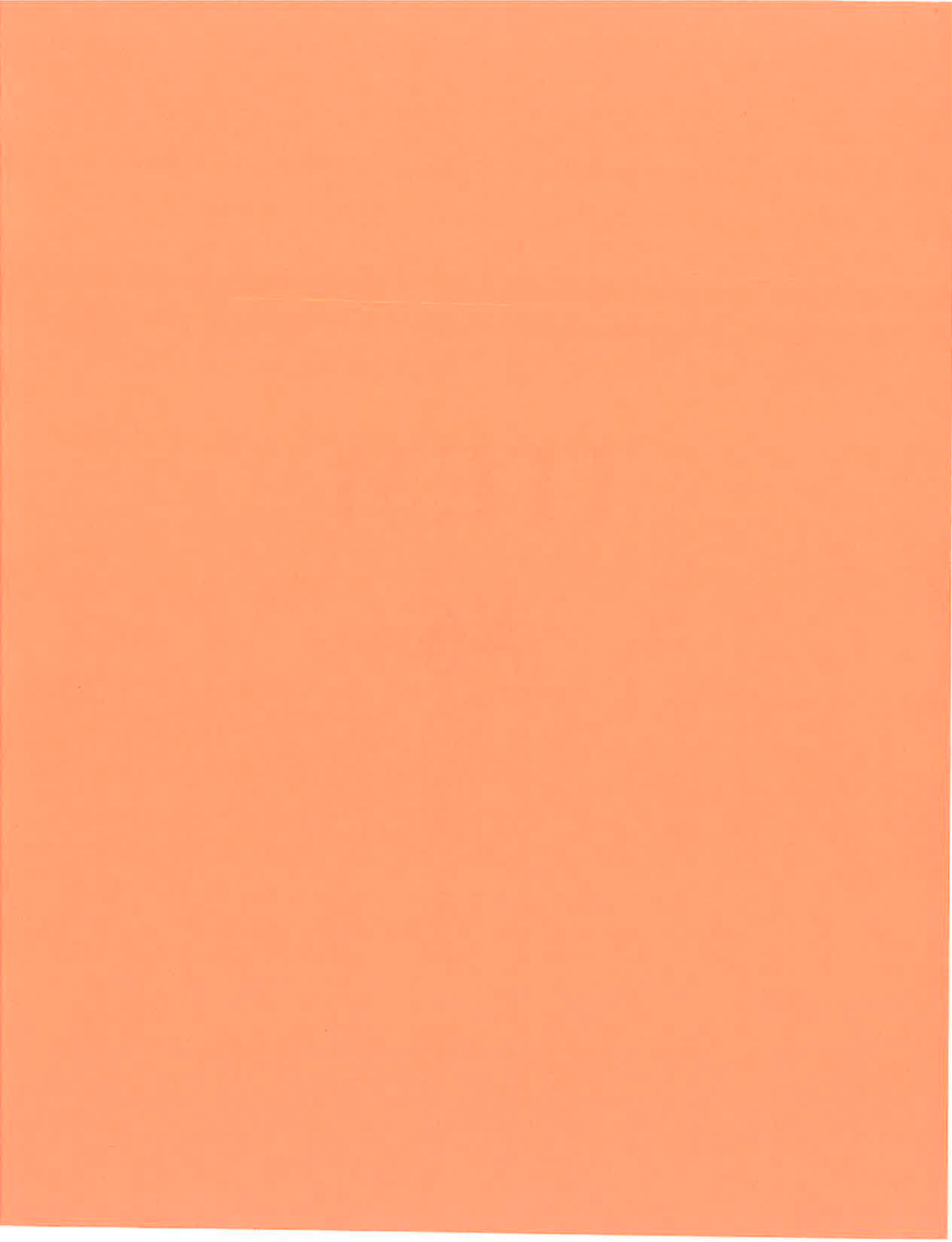
Includes the following check types:

Transmittal

Includes unprinted checks

ITEM

#6





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

May 4, 2023

Yerington Aviation, LLC
P.O. Box 50249
Reno, NV 89513

Re: FBO Lease for Hangar No. 8

Mr. Michael Bussio,

The City of Yerington desires to open discussion again regarding the Hangar No. 8 Notice of Default issue brought up last July. As you may recall, the City takes the position that your Hangar Lease is in default due to the current tenant using the commercial kitchen for food preparation for sale off premises and therefore is not a restaurant. Further, the tenant sub-leasing a portion of your facility has not been approved by the City Council.

Yerington Aviation, LLC, did provide a suggested tenant sub-lease agreement and an Addendum to allow the food truck to continue off site food sales which would normally be brought before the Council for review. However, we decided to hold off on taking further action with the assumption the lessee would be providing a sit-down restaurant sometime later last year. That time period has now passed and we must move forward with your request to allow the food truck to sell off premises. I have enclosed a copy of both the sub-lease agreement and the addendum that was presented last year. My intention is to bring this up on a Council agenda for Monday, May 22, 2023, at 10:00am. At that time the Council could approve your request, deny it, or set other terms or conditions.

Please let me know if you will be in attendance at that meeting and if you have questions, please do not hesitate to contact me at the phone number listed above.

Sincerely,

Robert Switzer
City Manager

June 16, 2022

Yerington Aviation, LLC
P.O. Box 50249
Reno, NV 89513

Re: FBO Lease for Hangar No. 8

Dear Yerington Aviation, LLC,

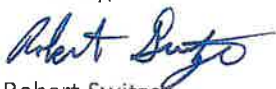
A recent audit of hangar leases for the Yerington Municipal Airport revealed two issues involving the current Lease Agreement between Yerington Aviation, LLC and the City of Yerington. The issues pertain to the business operating out of the commercial kitchen facility and approval by the Yerington City Council of the subleasing of the facility to another business. The two deficiencies are noted in detail below.

First, page 4, paragraph 10 of the Lease titled, "Use of Premises," lists use of the hangar for both tenant and its assigns or sub-tenants to "any lawful aviation related purpose, including, but not limited to an air ambulance service, **restaurant** (emphasis added), and facilities for the maintenance and overhauling of aircraft, aircraft engines, aircraft equipment, and other related activities." Operating a food truck which serves food off premises, prepared from the commercial kitchen located in Hangar 8, is not a restaurant activity and is a default of the lease.

Second, page 7, paragraph 20 of the Lease titled, "Assignment, Subletting, Sale and Encumbrance," states that a tenant must not "sublease, sell, voluntarily assign, or encumber its interest in the Lease, in the leased premises, or allow any other person or entity...to occupy or use all or any part of the premises, without first obtaining City Council consent." The leaseholder must give the City at least a 45-day notice prior to any requested assignment. Our records indicate no request has been made of the City Council to assign the commercial kitchen to another business, and is a default of the lease.

This letter will serve as Notice of Default on the current lease for the preparation of food on airport premises but serving the food off premises, and assignment/subletting of interest in the lease to the food truck operators without consent of the City Council. Please review the facts as presented and contact this office within 90 days to remedy the default.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Switzer", is written over the printed name.

Robert Switzer
City Manager

YERINGTON AVIATION, LLC
P.O. BOX 50249
RENO, NEVADA 89513
775/722-1324

RECEIVED
JUL 29 2022
BY: *[Signature]*

July 25, 2022

City of Yerington
14 East Goldfield Avenue
Yerington, NV 89447
Attention: Robert Switzer, City Manager

Re: FBO Lease for Hanger No. 8/ Notice of Default

Dear Mr. Switzer:

We are in receipt of your July 6, 2022 letter giving notice of an alleged Default on our current lease (no copy was attached). That letter was received certified mail on July 11, 2022.

As you are no doubt aware, Yerington Aviation LLC has been under lease for the property at the airport with the hanger, **that we own**, since 2001. During this time, we believe that we have had a good working relationship with the City of Yerington. Not only have our lease and property taxes been paid in a timely manner, we have endeavored to make our presence at the airport beneficial for the field and the city.

When we purchased the hanger itself, we met with the City Manager at the time, Dan Newell, who showed us the plans to upgrade the Airport and he encouraged us to help in anyway we could. With this in mind we found an individual to sublease a section of the hanger for an FBO, and we sublet another area for an Air Ambulance. We also invested a large sum of money into upgrading the existing restaurant and sublet that restaurant for a business that did well for a few years.

The FBO went out of business after the City refused our request for the fuel concession. The original restaurant closed its doors after a few years and we have since had four or five others open the restaurant only to close after a year or two. These failures were likely due to a lack of a customer base and despite the fact we supplied the restaurant equipment and facilities in a low-cost lease.

The current leasee, Tony Madera, signed a lease (copy enclosed) to operate the restaurant in 2009. In conjunction with his restaurant, he also used the kitchen to service his food trucks which I understand mainly feed the field hands on the Peri Farms. We did not see a problem with this, nor consider it a separate business. Again, due to a lack of business, his restaurant closed after a time, but his Food Trucks helped him survive. He tried the restaurant a second time with the same result. Again, his Food Trucks have helped him to survive these hard times (Covid, labor shortages, etc.) and, again, we saw no problems with this business.

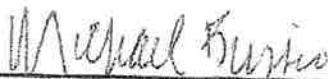
We have continued to encourage Tony to "try again" and over the last few months, he has been spending time and money to upgrade the restaurant and assures us that he plans on opening it later this year. As we discussed in our recent meeting with you, we would like to see the Hanger Café open again, however as this is not our business, we cannot make any guarantees in this respect. You are also aware that we may possibly be hosting an Air Ambulance once again!

We regret that we failed to notice paragraph 20 of our lease with the City, over the 21 years, requiring City approval for subleases. At the same time, the City has never asked for or insisted upon such compliance knowing that a number of such subleases had occupied the spaces. Needless to say, we will comply with this requirement in the future.

We trust you agree that there is no public purpose to be served in preventing our Tenant from continuing to operate his Food Truck business using the restaurant facilities to service said business. With all due respect and without waiving any of our rights under our lease with the city, we hereby request the City Council to approve our existing lease, including the addendum, with Tony Madera.

Sincerely Yours,

YERINGTON AVIATION, LLC



Michael Bussio
Managing Member

LEASE AGREEMENT

Lease Agreement, dated the FIRST day of NOVEMBER, 2009, by and between YERINGTON AVIATION, LLC., a Nevada limited liability company, ("LESSOR"), and ONTONIEL MADERA

WITNESSETH:

Article 1

Demised Property

1.1 LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the space commonly known as "The Hangar Café", together with personal property therein listed on Exhibit A attached hereto, (hereinafter "Property") located at 8A Airport Road, Yerington, Nevada. Lessee has inspected the same including, without limitation, the restaurant equipment and acknowledges that it is in working order and by the execution of this Lease, except as otherwise provided herein or agreed to in writing by the parties, accepts the property and equipment in "as is" condition.

Article 2

Term

2.1 The term of this Lease is for one (1) year and shall begin on the Commencement Date and, unless terminated or extended, shall end on the Termination Date.

Article 3

Rent

3.1 Rent. LESSEE shall pay rent to LESSOR, during the term of this Lease, in the amounts and at the times prescribed below in lawful money of the United States of America, at LESSOR'S address for notice hereunder or otherwise as LESSOR may designate.

3.2 Taxes and Utilities. LESSEE shall pay for gas, electrical and trash removal attributable to the café at 8 Airport Road during the term. LESSOR shall pay all charges for sewer and water. LESSEE shall pay any personal property taxes relating to LESSEE's property and shall not permit any lapse in payment to become a lien on LESSOR'S real property. LESSOR shall pay all real and personal property taxes associated with the Property.

3.3 Space Rent and Security Deposit. The monthly rent for the term of the Lease shall be SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month, payable in advance on the 15th day of each month. Lessee shall tender to Lessor on November First, 2009 the first month's rent (November), plus 15 days rent for December and \$600.00 of the \$2000.00 security deposit, \$1400 paid in advance on 10/16/08. The security deposit will secure the performance of the Lessee's obligations hereunder. Lessor may but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be refunded to Lessee within three weeks (or as otherwise required by law), from the date possession of the Property is delivered to the Lessor, together with a statement showing any charges made against the deposit. Lessee shall not have the right to apply the security deposit to the last months rent.

3.4 Late Fees. LESSEE acknowledges that late payment by LESSEE to LESSOR of rent under this Agreement will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LESSOR by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of rent or any other sum due from LESSEE shall not be received by LESSOR within 10 days after it is due, the LESSEE shall pay LESSOR a late charge equal to twenty percent (20%) of the overdue amount.

Article 4 **Compliance with Requirements**

4.1 LESSEE will promptly procure, maintain and comply with all permits, licenses and other authorizations required for the business use of the Property and for the lawful operation, maintenance, and repair of the Property or any part thereof.

LESSEE will not do any act or thing which constitutes a public or private nuisance in or about the Property. It is a misdemeanor to commit or maintain a public nuisance or to allow any building to be used for a public nuisance. Any person who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the responsible government entity in your local area such as the code enforcement division of the county/city government or the local health or building departments.

LESSOR will join in the application for any permit or authorization with respect to any legal requirements if such joinder is necessary.

Article 5 **Covenant against Liens**

5.1 Liens of LESSEE. If because of any act or omission of LESSEE, a mechanic's lien or other lien, charge, or order for the payment of money shall be filed against any portion of the Property, LESSEE shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from LESSOR to LESSEE of the filing thereof. LESSEE shall indemnify and save harmless LESSOR against and from costs, liabilities, suits, penalties, claims and demands arising from such liens.

5.2 Contest of Liens. In the event LESSEE deems a lien to be invalid or improper, LESSEE reserves the right to contest, at its expense, any such lien by seeking a judicial determination thereof in a Court of competent jurisdiction and obtaining a surety bond pursuant to N.R.S. 108.2415 for the amount of such lien.

5.3 Removal of Liens. If LESSEE shall fail to cause such liens to be discharged of record or bonded within the aforesaid 60-day period (unless LESSEE shall contest the validity of such lien as aforesaid) or satisfy such liens within sixty (60) days after any judgment in favor of such lien holders from which no further appeal might be taken, then LESSOR shall have the right to cause the same to be discharged. All amounts paid by LESSOR to cause such liens to be discharged shall constitute additional Basic Rent payable by LESSEE to LESSOR.

Article 6 **Maintenance, Alterations and Additions**

6.1 Condition of Property and Repairs. Unless otherwise agreed to in writing by taking possession of the Property, LESSEE shall be deemed to have accepted the Property as being in good, condition and repair.

6.2 LESSOR's Representations and Disclosures: LESSEE's Inspection of Property. LESSOR represents that it owns good and marketable title to the Property. LESSOR also represents that all heating, plumbing and electrical systems, and equipment are in working order. All other warranties, express or implied, are disclaimed by Landlord.

LESSEE has had a full opportunity to inspect the Property, and has the right and opportunity to have the Property inspected by building or engineering or other professionals.

6.3 Maintenance Obligations. LESSEE shall, at LESSEE's sole cost and expense during any term hereof, keep the Property including, without limitation all equipment listed in Exhibit A, electrical, lighting fixtures, and plumbing in good condition and repair. Lessor shall be responsible for all structural repairs, the roof, heating and cooling. Lessee shall keep areas outside the property clean and free of weeds and debris and shall be responsible for ice and snow removal. All repairs and replacements shall be of a quality and class at least equal to the existing condition of the property. If the LESSEE fails to make required repairs, replacements, or fails to maintain the property, LESSOR may (but is not required) upon notice, make such repairs, replacements, or conduct maintenance work for the LESSEE's account, and the expense thereof shall constitute and be collectible as additional rent. The Property will be surrendered, at termination, in as good condition as received, ordinary wear and tear excepted.

LESSOR shall have no obligation whatsoever to alter, remodel, improve, repair, maintain, decorate or paint the Property, and it will be LESSEE's responsibility to keep the walkways clear of snow and ice.

There shall be no abatement of rent and no liability of LESSOR by reason of any injury to or interference with LESSEE's business or person arising from the need for and/or the making of any repairs, alterations or improvements in or to any portion of the Property.

6.4 Alterations and Additions. LESSEE may make additions or improvements to or alterations of the Property with written approval of LESSOR, which such approval shall not be unreasonably withheld. All maintenance and repair, and each such addition improvement or alteration (i) must not, individually or in the aggregate, substantially lessen the Fair Market Value of the Property or materially detract from the Property's usefulness (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all Legal Requirements and all Insurance Requirements, and (iii) shall become part of the Property and subject to this Lease.

Article 7

Indemnification

7.1 Indemnification. LESSEE hereby indemnifies, and shall protect and hold LESSOR harmless from and against all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising, or alleged to arise from or in connection with (a) any injury, to, or the death of any person or loss or damage to property on or about the Property arising from or connected with the use of the Property by LESSEE during the term, or (b) performance of any labor or services or the furnishing of any materials or other property in respect to the Property or any part thereof by or at the request of LESSEE. LESSEE will resist and defend any action, suit or proceeding brought against LESSOR by reason on any such occurrence.

Article 8

Insurance

8.1 Coverage by LESSEE. LESSEE will maintain with insurers, authorized to do business in the State of Nevada, and which are well rated by any recognized national rating organization, insurance in the following form and amount:

- (a) Fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amount not less than the then Full Insurable Value of the Property and improvements thereof and LESSEE's personal property and equipment and trade fixtures, as determined from time to time (but not less often than once every three years) by the insurer or insurers.

(b) Comprehensive general public liability insurance against claims for bodily injury, death or property damage arising out of the use or occupancy of the Property by LESSEE, in a single limit, single policy amount of not less than One Million Dollars (\$1,000,000.00).

8.2 Policy, Terms and Conditions. The policies of insurance required to be maintained by LESSEE pursuant to this Article shall name as the insured parties LESSOR and LESSEE, as their respective interests may appear, and may be carried under blanket policies if such policies comply with the provisions of this subsection. The fire policies may provide for such deductible amounts not in excess of \$1,000.00. The policy of insurance required to be maintained pursuant to section 8.1 (a) shall (i) bear a standard first mortgagee endorsement in favor of any holder or holders of a first mortgage lien or security interest in the Property with loss payable to such holder or holders for application as provided in Article 9, (ii) provide for the benefit of such holder or holders, that thirty (30) days prior written notice of cancellation, termination, modification or lapse of coverage shall be given, (iii) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Property against the perils involve, whether collectible or not, (iv) any work in or about the property shall not affect the policy coverage.

8.3 Insurance Certificate. Promptly after the commencement of the term of this Lease, LESSEE shall deliver to LESSOR certificates of the insurers evidencing all the insurance, which is required to be maintained hereunder and, within thirty (30) days prior to the expiration of any such insurance, other certificates evidencing the renewal of such insurance.

8.4 Waiver of Subrogation. Provided the insurance required to be maintained pursuant to this section is in full force and effect and remains so, each party waives, releases and discharges the other from all claims or demands whatsoever which either party may have or acquire in the future arising out of damage to or destruction of each others property occasioned by fire or extended coverage risks whether such claim or demand may arise because of negligence of the other party, its agents or employees or otherwise, and each party agrees to look to the insurance coverage only in the event of such loss.

8.5 Apportionment of Premiums. Premiums on all insurance policies in force at the expiration or earlier termination of this Lease shall be apportioned between the LESSOR and LESSEE as of the date of such commencement or termination.

Article 9

Condemnation and Casualty

9.1 Condemnation or Insurance Awards. LESSEE hereby assigns to LESSOR any award or payment on account of any damage, destruction or Taking which is payable in connection with the Property, except that LESSEE reserves and shall be entitled to that portion of the net award representing payment for LESSEE's leasehold interest, trade fixtures, moving expenses, business interruption, and/or loss of its profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any Taking shall be deemed to constitute an award on account of such Taking. LESSEE agrees that this Lease shall control the rights of LESSOR and LESSEE in any such award, and any contrary provision of any present or future law is hereby waived.

9.2 Notice. If there is any damage to or destruction of the Property or if any proceedings or negotiations are instituted, which do or may result in a Taking, each party will promptly give notice thereof to the other, describing the nature and extent thereof.

9.3 Restoration. In the event of substantial damage, destruction or Taking of the property LESSOR shall be under no obligation to rebuild or replace the property. LESSOR may, however, at his option rebuild the property, and in said event, this lease shall remain in full force and effect provided that restoration is made within 180 days.

9.4 Termination events. If (a) Restoration cannot be completed within one hundred eighty (180) days after the occurrence, or the LESSOR declines to restore the property, this Lease shall terminate as of the date of the occurrence or Taking and the rent, and other payments to be made by LESSEE hereunder, shall apportioned as of such date.

9.5 Rent Abatement. Upon any damage or destruction to the Property or upon a Taking thereof which does not result in termination under section 9.4, the rent, and all other payments to be made by LESSEE hereunder, shall abate as of the date of the occurrence.

Article 10 **Use, Operation of Business**

10.1 LESSEE shall use the Property only for the operation of a restaurant business and for no other purposes, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. The parties acknowledge that the name "Hangar Café" is proprietary and property of the LESSOR.

Article 11 **Right to cure Defaults**

11.1 If a party to this Lease shall fail to make or perform any payment or act required, then the other party may, at its option, make such payment or perform such act for the account of the party who is required to perform that act. In the event LESSOR makes a payment pursuant to this Article, said payment will be deemed additional rent. In the event LESSEE makes a payment hereunder, said payment will be deemed a credit towards rent.

Article 12 **Priorities**

12.1 This Lease and any renewal or extension hereof, including all rights of LESSEE there under, are, and shall be, subject or subordinate to any mortgage, deed of trust, or other encumbrance, lien, or security interest, and to all renewals, modifications, consolidations, replacements, and extensions thereof, that may now affect the Property.

Article 13 **LESSEE's Trade Fixtures and Equipment**

13.1 LESSOR agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind and nature kept or installed on the Property by LESSEE shall not become the property of LESSOR or a part of the realty unless it is permanently affixed to the Property. LESSEE shall not, however, have any ownership rights with respect to fixtures installed by LESSOR, unless otherwise purchased by LESSEE from LESSOR.

Article 14 **Surrender**

14.1 Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Property to LESSOR in good order and condition, except for ordinary wear and tear. LESSEE shall remove from the Property on or prior to such expiration or earlier termination all of its property situated thereon and shall repair any damage caused by such removal. If not reclaimed by LESSEE within twenty (20) days written notice from LESSOR, Property not so removed shall become the property of LESSOR. LESSEE shall repair any damage to the property occasioned by the act of LESSEE in vacating the Property.

Article 15

Certificates

15.1 Either party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee of proposed purchaser, or any other Person specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party requesting it and any other Person to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on the party executing same.

Article 16

Events of Default, Remedies

16.1 Default. Any of the following occurrences, conditions or acts shall constitute an "Event of Default" under this Lease:

- (a) If LESSEE shall:
 - (i) default in making payment of any rent within 10 days after it is due, and/or,
 - (ii) default in the observance or performance of any other provisions of this Lease, and if such default shall continue (A) as to clause (i) above, for ten (10) days after LESSOR shall have given written notice to LESSEE specifying such default and demanding that same be cured, or (B) as to clause (ii) above, for thirty (30) days after LESSOR shall have given written notice to LESSEE specifying such default and demanding that the same be cured (unless such default cannot be cured by the payment of money and cannot with due diligence by wholly cured within such period of thirty (30) days, in which case LESSEE shall have such longer period as shall be necessary to cure the default, so long as LESSEE proceeds promptly to cure the same within such 30-day period, prosecutes the cure to completion with due diligence, and advises LESSOR from time to time, upon LESSOR's request, of the actions which LESSEE is taking and the progress being made); or
- (b) If the Property shall be abandoned by LESSEE for a period of thirty (30) consecutive days; or
- (c) If LESSEE shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent; or
- (d) If a petition or answer shall be filed proposing the adjudication of LESSEE, as a bankrupt or the reorganization of LESSEE pursuant to the Bankruptcy law and shall not be discharged or denied within sixty (60) days after the filing thereof; or

(e) If a receiver, trustee, or liquidator (or other similar official) of LESSEE of all or substantially all of the respective business or assets of the estate or interest of LESSEE in the Property shall be appointed and shall not be discharged within sixty (60) days thereafter or if LESSEE shall consent to or acquiesce in such appointment; of

(f) If the estate or interest of LESSEE in the Property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within thirty (30) days after such levy or attachment.

(g) Notwithstanding the provisions of subparagraphs (c), (d) and (e) hereof, if at any time during the term hereof, proceedings in bankruptcy, insolvency or other similar proceedings be instituted by or against LESSEE, whether or not such proceedings result in an adjudication against LESSEE, or should a receiver of the business or assets of LESSEE be appointed, such proceedings or adjudications shall not affect the validity of this Lease so long as rent continues to be paid to LESSOR and the other terms, covenants and conditions of this Lease on the part of the LESSEE to be performed, are performed and in such event this Lease shall continue to remain in full force and in accordance with the terms herein contained.

16.2 Remedies. In case of any such Default, LESSOR may relet the property or any part or parts thereof, either in the name of LESSOR or otherwise, for a term or terms which may, at LESSOR'S option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease. LESSEE shall pay to LESSOR any deficiency between the rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents to be collected on account of the new lease of the Property. In computing such damages, there shall be added the said deficiency such reasonable expenses as LESSOR may incur in connection with reletting, such as brokerage and preparation for reletting. LESSOR, at LESSOR'S option, may make such alterations, repairs, replacements and/or decorations in the Property as LESSOR, in LESSOR'S sole judgment, considers advisable and necessary for the purpose of reletting the property; and the making of such alteration, repairs, replacements and/or decorations shall not operate or be construed to release LESSEE from liability hereunder as aforesaid.

LESSOR agrees to use reasonable efforts to mitigate all damages and to relet the Property in the event of any Default specified herein.

Article 17 Notices

17.1 All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class registered or certified mail, postage prepaid, addressed as follows:

(a) If to LESSEE, at: OTONIEL MADERA

25 Willhoyt Lane
Yerington, NV 89447

(b) If to LESSOR, at: Yerington Aviation, LLC
P.O. Box 50249
Reno, NV. 89513

or at such other address as LESSEE or LESSOR shall have furnished to the other party in writing. Page 7 of 12

Article 18

Arbitration

18.1 Arbitration. Any existing or future controversy or claim arising under or relating to this agreement, or breach thereof, shall be settled by final and binding arbitration in accordance with the rules of the American Arbitration Assoc. Judgment may be entered on the arbitration award in any court of competent jurisdiction, and to that end all parties to this agreement do hereby voluntarily submit to such jurisdiction. All costs of arbitration, including costs of entering judgment on the award and enforcing the award, and including any attorney's fees, will be paid to the party prevailing in the arbitration. Interest will accrue on the award at the maximum lawful rate under Nevada law from the date the award is rendered until that payment is made.

If any party refuses or neglects to appear at or to participate in arbitration proceedings after reasonable notice, the arbitrator has the power to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. The arbitrator may award any remedy that is just and equitable in the opinion of the arbitrator.

Article 19

Miscellaneous

19.1 Binding Effect. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. This Lease may not however be assigned by the LESSEE, nor may LESSEE assign a controlling interest in his company without the express permission of the LESSOR, which permission will not be unreasonably withheld.

19.2 Severability. If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

19.3 Quiet enjoyment. Upon due performance of the covenants and agreements to be performed by LESSEE under this Lease, LESSOR covenants that LESSEE shall and may at all times peaceably and quietly have, hold and enjoy the Property during the term of this Lease.

19.4 Captions. The table of contents, the Article titles and the Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

19.5 Relationship of parties. LESSOR and LESSEE shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein.

19.6 Construction. All terms used in this Lease, regardless of the number or gender in which they used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter as the context or sense of this Lease or any section, subsection or clause herein may require as if such terms had been fully and properly written in such a number or gender.

19.7 Modification. No changes, additions or interlineation made to this Lease shall be binding unless initialed by each of the parties.

19.8 Time is of the Essence. Time is of the essence of this Agreement.

19.9 Entire Agreement. All prior agreements between the parties related to the Property or Personal Property on the Property are incorporated into this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

19.10 No Construction against Drafting Party. All provisions of this Agreement are negotiated and consented to by both parties. This writing evidencing the Agreement between the parties is the joint product of both parties. Therefore, the rule that ambiguous contract provisions be construed against the drafter shall not apply to this Agreement.

19.11 Waiver. The failure by LESSOR to declare default by LESSEE shall not be considered or construed as a waiver of such rights either with regard to any then existing default by LESSEE or any further or future default by LESSEE.

19.12 Right of Entry. During the term of the lease, LESSEE shall permit LESSOR and its agents to inspect the Property during business hours upon reasonable notice for any purpose. LESSOR and its agents may enter the Property at any time without prior notice in an emergency to protect the Property. This section is not to be construed as creating or increasing any obligation on the LESSOR's part under this Agreement.

Article 20

Definitions

20.1 As used in this Lease, the following terms have the following respective meanings:

- (a) Commencement Date: November 01, 2009. The tenants have occupied the premises since 10/16/09 with rent waived to allow tenant setup to 11/01/2009.
- (b) Date of this Lease: The date of acknowledgment of the signatures of the LESSEE executing this Lease.
- (c) Full insurable value: Actual replacement costs, including the costs of debris removal, less physical depreciation, but not including the costs of soil tests, trenches, foundation and other improvements below ground which are not ordinarily insurable.
- (d) Net Award: Any insurance proceeds or condemnation award payable in connection with any damage, destruction or taking less the costs, fees and expenses incurred in the collection thereof.
- (e) Person: Any individual, partnership, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.
- (f) Restoration: The restoration, replacement or rebuilding of the Property or any portion thereof as nearly as practicable to its value, condition and character immediately prior to damage, destruction or taking.
- (g) Taking: A taking of all or any part of the Property, or any interest therein or right accruing thereto, as a result of or in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain pursuant to any law, general or occupancy of the Property or any part thereof by any governmental authority, civil or military.

(h) Termination Date: OCTOBER 31, 2010

IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

LESSEE:

LESSOR
Yerington Aviation, LLC

By Ontoniel Madera

By Michael Bussio

By

By Richard Davis

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

SUBSCRIBED and SWORN to before me on this _____ day of _____, 2009, by Michael

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

SUBSCRIBED and SWORN to before me on this _____ day of _____, 2009, by
Ontoneil Madera

Notary Public

William Landis Carpenter Attorney at Law
215 W. Bridge St. Suite 3
Yerington, NV 89447 (775) 463-5663

ADDENDUM

Article 21
Renewal Option

21.1 The parties agree that at the end of the term of lease, Lessee shall have the option to renew this lease for an additional period of one (1) year. The rent for the renewal term shall be negotiated by the parties thirty (30) days before the expiration of the initial term.

LESSEE:

LESSOR

Yerington Aviation, LLC

By _____
Ontoneil Madera

By _____
Michael Bussio

By _____

By _____
Richard Davis

EXHIBIT "A"

WOLF 72" 6 BURNER STOVE WITH GRIDDLE AND TWO OVENS
12' RANGE HOOD WITH ANSIL FIRE SUPPRESSION SYSTEM AND MAKEUP AIR SYSTEM
2 HAND SINKS
1 PREP SINK
1 THREE BIN SINK WITH 1 RINSE UNIT
1 DISHWASHER - Rycoff Sexton Model #ETAF, Serial # 7958
1 ICE MACHINE - Hoshizaki Model #KM450MAB, Serial # B18330
1 TWO DOOR FREEZER - Randell Model # H 102F, Serial # PV1281-4-17-8435
1 THREE DOOR REFRIGERATOR
1 REFRIGERATED PREP TABLE
1 24" BROILER - Model:
1 EQUIPMENT STAND (BROILER) - 36'w x 24d x 24h
18 TABLES
47 CHAIRS

Lease addendum

This agreement is made and entered into effective July 26, 2022 by and between Yerington Aviation LLC, lessor and Antonio Madera, lessee. The parties have entered into that certain lease agreement dated November 1st, 2009, whereby the lessee has leased certain space from the lessor for the operation of a restaurant.

The parties desire to modify the terms of this lease as provided for below.

1. In addition to the lessee's right to utilize the leased premises for the operation of a restaurant, he shall also have the right to use the leased space for the preparation of food, to be sold off premises, utilizing trucks owned by the lessee.
2. The lessee's tenancy shall be that of a month-to-month tenant, with either party having the right to terminate the lease, with or without cause, upon giving the other party at least 30 days written notice of such termination.
3. Except as provided for herein, none of the other terms or conditions of the lease are modified or amended in any manner, and shall remain in full force and effective.

Yerington Aviation LLC

By: Michael Bussio
Chief Manager and authorized agent


Antonio Madera

**EXTENDED LEASE
BETWEEN
THE CITY OF YERINGTON
AND
MICHAEL BUSSIO & RICHARD DAVIS**


I, Michael Bussio and I, Richard Davis, lessees of Hangar number 8 located at the Yerington Municipal Airport in Yerington, Nevada hereby acknowledge that our lease dated June 13, 2011 expires on June 30, 2021. Pursuant to Section 5 of the lease I hereby exercise my option to extend the term by ten (10) years with all the same provisions set therein.

I also acknowledge that the current lease amount is \$2,308.64 and that the rent as specified in Section 6 of the lease will be adjusted by the Consumer Price Index (CPI) on July 1, 2021 and at every five years thereafter.

CITY OF YERINGTON

By: 
Mayor, Aug 4, 2021 Date

TENANT:

By:  5/13/21
Date

By:  5-14-21
Date

Recommended for Approval and
Approved as to Content:

By:  8/24/21
City Manager Date

Approved as to Form:

By:  7-28-21
City Attorney Date

By: 
ATTEST: City Clerk Date

FIXED BASE OPERATOR (FBO) LEASE

BETWEEN

THE CITY OF YERINGTON

AND

YERINGTON AVIATION, LLC

1. PARTIES

City of Yerington, a political subdivision of the State of Nevada, and Yerington Aviation LLC, P.O. Box 50249, Reno, Nevada 89513 (Tenant), of Hangar No. 8 mutually agree and promise as follows:

2. PURPOSE

The purpose of this Lease is to lease a parcel of land of real property located at the Yerington City Airport (the "Airport"), shown in Exhibit "A". The Airport, owned by the City of Yerington, is a public airport located in Yerington, Nevada, as shown on the airport layout plan, which is on file in the City Hall. The City is acting solely in its proprietary capacity as the Lessor and not in any governmental capacity unless so stated. The City representative for purposes of this lease is the City Manager.

3. LEASED PREMISES

In consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants of this agreement, City leases to Tenant, and Tenant leases from City, subject to all easements and encumbrances of record, the parcel of real property described in Exhibit "A", ("Premises").

All airport leases are intended to run from July 1 of each year and ending June 30. A lease entered into by both parties hereto will be adjusted to the dates above. i.e., 10 years, plus that portion of the preceding year as established by the date of final approval of the City Council.

4. TERM

This lease is for a term of Ten (10) years. The effective date or commencement date of this lease is November 1, 2001.

5. OPTION TO RENEW

Tenant shall have the option to renew this lease for four (4) successive periods of ten (10) years each provided that at the time of any such renewal, the tenant is in compliance with all material terms and conditions of this agreement. In the event of such a renewal(s) all of the terms and conditions of this lease shall apply during any such renewal period, with the rent subject to adjustment as set forth below.

In the event that the tenant fails to give the City written notice, at least on hundred eighty (180) days prior to the expiration of the initial lease term, or the then current renewal period, of its intention not to renew, it shall be conclusively presumed and deemed that the tenant has exercised its right to renew the lease for another ten (10) years (fifty (50) maximum).

6. RENT

Tenant shall pay the following rent:

Site Rent. Tenant shall pay City a yearly rent for the use of premises, payable in advance on the first day of July during the term of this lease. The initial yearly rent amount is (23,200 sq. ft. @ 11 cents) \$2,552.00. At five (5) years into the lease, the rent amount will be adjusted. The base for computing the adjustments is the Consumer Price Index (CPI), as accepted by the Nevada State Retirement Board, which is effective on the date of the commencement of the term (beginning index), or other comparable measurement or index which may replace the CPI. The index published immediately preceding the adjustment date in question (extension index) is to be used in determining the amount of adjustment. Rent payable for any partial month shall be prorated.

7. ADDITIONAL PAYMENT PROVISIONS

- A. Late Payments. If the Tenant fails to pay to City any amount payable under this lease within 30 days after the amount is due, Tenant shall pay to City a late charge of \$50.00 per occurrence, plus interest on all unpaid amounts at a rate of 1 and ½% per month, or part of a month from the date the payment was due and payable until paid in full. The \$50.00 charge and interest will be assessed per each delinquency

B. Place of Payment. All rents and fees must be made payable to the City of Yerington and mailed by first class mail, postage prepaid, or personally delivered to the City of Yerington, 102 So. Main St., P. O. Box 479, Yerington, NV 89447.

8. OPTION TO LEASE ADDITIONAL SPACE

The Tenant shall have the option during the initial Lease term and during any renewal period to lease that additional space from the City, as depicted on Exhibit A, attached hereto and incorporated herein.

In the event it elects to exercise such option, the Tenant shall give the City written notice of such decision, at least thirty (30) days prior to the date the Tenant selects as the commencement date for its occupancy of such property. In the event it exercises such option all of the terms, covenants and conditions contained in this Lease shall apply as respects the Tenants use and occupancy of the option property.

In the event that the City receives a bona fide written offer from a third party to Lease the option parcel prior to the Tenant exercising its option, the City will give the Tenant prompt notice of such fact, together with a copy of the written offer to Lease. The Tenant shall have fifteen (15) days from its receipt of such notice from the City to exercise its option as provided for above, and in the event that it fails to do so, the City shall have the right to Lease the option parcel to such third party upon these terms and conditions contained in the written offer to Lease. In the event that the City and such third party fail to enter into a written Lease agreement within one hundred eighty (180) days from the date of the City's notice to the Tenant, the Tenant's option rights shall be automatically restored, and all of the provisions shall become again applicable. Should Tenant wish to exercise its option as provided herein, the terms of the lease for the additional space shall be the same as the terms set forth in the written offer from the third party, unless otherwise agreed by the parties hereto.

9. MAINTENANCE, REPAIR AND STORAGE

Further, Tenant shall at all times keep the leased site in a clean, debris free condition. No junk vehicles, unused trailers or other items shall be kept upon said site. It is the intent of the parties to this lease that the site is in an aesthetic condition consistent with the uses by the Tenant. Operable but unlicensed vehicles that are necessary as a part of the Tenant's aviation related commercial enterprise (such a fuel trucks, golf carts, water tenders, tugs, etc.) may be

permitted to remain on the Airport with written request stating the reasons for the requested permission and authorization by the City Manager.

10. USE OF PREMISES

It is the intention of the parties that the tenant's primary use of the premises will be for the operation of a FBO, as such an operation is customarily operated. Notwithstanding the above, the tenant and its assigns or sub-tenants shall have the right to use the premises for any lawful aviation related purpose, including, but not limited to an air ambulance service, restaurant and facilities for the maintenance and overhauling of aircraft, aircraft engines, aircraft equipment and other aircraft related activities.

City

Tenant, as well as Tenant's assignees and subleasees, agents, employees, and customers, shall have non-exclusive rights of access to and use of all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas and reasonable access to and from the premises.

11. UTILITIES

Tenant shall allow public use of the two restrooms located in hanger #8 and, in return, the City will perform daily maintenance and restocking of said facilities.

Tenant shall pay, on Tenant's own account, for all utilities used or consumed on the premises, including but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and telephone services, as may be applicable or available.

12. WASTE, QUIET CONDUCT, HAZARDOUS SUBSTANCES AND PROPERTY INSPECTION

Tenant shall not commit, or suffer to be committed, any waste on the premises or any nuisance or other act or thing, which may disturb the quiet enjoyment of the use of the Airport or surrounding property. Tenant shall provide, as necessary, a separate drainage, collection or separation system to ensure that no untreated liquid waste from any type of operation be discharged directly into the Airport drainage or sanitary system, including aircraft cleaning and oil change operations. Tenant shall not permit any activity on the premises which

directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigation and communication facilities for the operation of the Airport and its use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

- A. Hazardous Substances. The term "**Hazardous Materials**" means any toxic substance, hazardous substance, and hazardous or radioactive material, as defined by NRS 459 as a regulated substance.

The City and Tenant agree the indemnification provision of this section will survive termination of this Lease.

- B. Condition of the Premises. The premises are conveyed in an "as is" physical condition with no warranty, expressed or implied, on the part of City as to the condition of the existing improvements, the condition of the soil or the geology of the soil. It is the sole responsibility of Tenant, at its sole cost and expense; to investigate and determine the suitability of the soil, geology, environmental and seismic conditions of the premises for Tenant's intended development. The Tenant is not liable for any preexisting hazardous materials on the premises and has no obligation to remediate the site of preexisting hazardous materials.

13. STORMWATER RUNOFF

The Federal Clean Water Act provides that the discharge of pollutants to waters of the United States from any industrial or commercial properties must be in compliance with a National Pollutant Discharge Elimination Permit (NPDEP). Under this Act airports are considered "industrial activities". Therefore, the Yerington Airport and Tenant are required to be in compliance under the Act and the NDEP. A copy of said Act is on file at City Hall and will be available for inspection by Tenant during normal business hours.

14. RULES AND REGULATIONS

Tenant agrees to observe and obey all policies, rules and regulations which may from time-to-time be promulgated and enforced by City and any other appropriate authority having jurisdiction over the Airport and the premises described in this Lease, during the term of this Lease.

15. SECURITY

The City has no obligation to provide security to the premises. The Tenant may, at Tenant's own expense, employ security persons, install security lighting or maintain alarm services. If Tenant elects to install any outdoor lighting, Tenant must request permission from the City Manager prior to installation. If at any time during the term of this Lease, additional security requirements are imposed on the on the leased premises by the FAA or any other agency having jurisdiction over Airport, Tenant agrees to comply with the security requirements, at Tenant's sole expense upon being notified of the requirements in writing by the City Manager. If the FAA fines the City for a security violation caused by negligence of Tenant, or any of Tenant's sub-tenants, Tenant shall immediately reimburse the City on written demand.

16. HOLD HARMLESS AND INDEMNIFICATION

Tenant shall indemnify, defend, save, protect, and hold harmless City, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorney's fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Tenant's performance of its operations, the acts, errors or omissions of Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant, its agents, contractors, guests, or employees, or the use and possession of the premises, by Tenant or any sub-tenant, agent, contractor, guest, or employee, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the City, its officers or employees, and if required by the City, will defend any actions at the sole cost and expense of the Tenant.

17. INSURANCE

Tenant must procure and maintain, at its own cost and expense, at all times during the term of this Lease, the following policies issued by insurance companies authorized to do business in Nevada, with a financial rating of at least an A+ status as rated in the most recent edition of Best's Insurance Reports, liability insurance in the amount of One Million Dollars (\$1,000,000).

- A. Form of Policies. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to the City Manager. Evidence of all insurance required must be provided by Tenant by filing with the City Manager a copy of the policy and policies, together with a duly executed original certificate of insurance to the effect that the insurance required by this Lease is extended. All

certificates of insurance must specifically state that City of Yerington, its officers, agents, and employees are named as additional insured under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation or any changes shall be delivered to the City Manager no fewer than 30 days in advance of the effective date.

- B. Notice. Tenant must give the City Manager prompt and timely notice of any claim made or suit instituted it is aware of, that in any way directly, contingently, or otherwise affects or might affect either, and both have the right to participate in the defense of the claim to the extent of its own interest.

18. TAXES

Tenant agrees to pay before delinquency all tax assessments, license fees, and other charges which are levied and assessed upon Tenant's interest in the premises, or upon Tenant's personal property installed or located in or on the premises by the City, County or other legally authorized governmental authority.

19. INSPECTION, ACCESS AND NOTICE

The City Manager and any of its agents, at any time after reasonable notice to Tenant, have the right to go on and inspect the premises and any improvements.

20. ASSIGNMENT, SUBLETTING, SALE AND ENCUMBRANCE

Tenant must not sublease, sell, voluntarily assign, or encumber its interest in the Lease, in the leased premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining City Council consent, which consent will not be unreasonably withheld. Notice must be given to the City at least 45 days prior to any requested assignment, during which time the City must either approve or disapprove any requested assignment, sublease, sale or encumbrance. Any unauthorized assignment, encumbrance, sale, or sub-lease by Tenant is voidable and, at the Manager's election, constitutes default of the Lease. The parties each agree that Tenant's request to the City Council for their consent to any proposed sublease, assignment, sale or other transfer, must include the following information and documents:

1. The name of the proposed subtenant, assignee, buyer, or other transferee

2. The nature of the proposed subtenant's, assignee's, or other transferee's business to be carried on the premises
3. Each of the terms and provisions of the proposed sublease, assignment, sale, or other transfer, including without limitation, the full consideration for the sale sublease, assignment, or transfer.
4. Upon approval of any such assignment, Tenant shall be relieved of any and all responsibility of this lease.

21. SURRENDER OF POSSESSION

Upon expiration of this lease, or upon the earlier termination or cancellation of this lease, the tenant must surrender the premises to the City. Except as may be provided for in this lease to the contrary, the tenant shall have the option to remove all or a portion of its personal property when it surrenders such possession, without further liability to the City or any other party. Under no circumstances shall the tenant be required to remove, or be liable for the removal of the hanger, or any other hanger subsequently placed upon the premises.

The above shall not apply in the event the hanger is damaged or destroyed and as a result thereof must be removed, which will then be tenant's responsibility.

Absent a written agreement between the parties to the contrary, any such personal property not removed by the tenant within ninety (90) days after it vacates the premises shall be considered abandoned, with the City having title thereto and the tenant having no obligation to the City as a result of its abandoning such property.

22. DEFAULT

The occurrence of any of the following is default by Tenant:

- A. Failure to pay rent when due, if the failure continues for 30 days after written notice has been given to Tenant.
- B. Failure to undertake maintenance reasonably requested by the City Manager, if the failure continues for 90 days after notice has been given to Tenant, unless a serious safety matter exists, in which case Tenant shall have 10 days from receipt of the notice to cure the default.
- C. Insolvency, and adjudication of Tenant as bankrupt, or the loss of possession of the premises, or any portion, by virtue of attachment,

execution of receivership, if the bankruptcy proceedings are not terminated in Tenant's favor.

- D. Assignment for the benefit of creditors.
- E. Failure to comply with any of the provisions of section 26.A. Non-Discrimination, after receiving written notice and failure to cure.
- F. Any act, condition, event, or failure of performance constituting a default under any other provision in this Lease, which is not cured within 90 days notice by the City to do so.

23. CITY'S REMEDIES

The City has the following remedies if Tenant commits default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law or equity.

- A. The City Manager may terminate this lease and Tenant's right to possession of the premises. No act by the City Manager, other than giving notice to Tenant as required by the City Council, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises or the appointment of a receiver on the City Manager's initiative to protect City's interest under this Lease do not constitute a termination of Tenant's right to possession.
- B. The City Manager, at any time after Tenant commits default, may cure the default at Tenant's cost. If City, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City is due from Tenant to City immediately upon notice given by the City Manager to Tenant. If the Tenant pays at a later date, the sum will bear interest at a rate of 10% per annum from the date the sum is paid by City until City is completely reimbursed by Tenant. The sum, together with interest on it, is additional rent.

24. DESTRUCTION

If the improvements erected on the premises are damaged or destroyed as a result of any uninsurable cause or risk at the time of destruction, or any cause or risk for which insurance coverage is not available at commercially reasonable rates and terms in the amount of at least 25% of the replacement cost of construction, Tenant has the option to either terminate this Lease or to replace and rebuild the improvements and structures so they are in substantially the same condition as they were in immediately before damage or destruction.

25. NON-DISCRIMINATION

The Tenant agrees that the following federal requirements apply to the Tenant's use of the Premises.

- A. The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in the lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant must maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended. A copy of said Act is on file at City Hall and will be available for inspection by Tenant during normal business hours.

26. GENERAL PROVISIONS

- A. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the airport. In the event any potential agreement between the City and the United States will materially disturb the Tenants rights under this agreement, Tenant will be advised of the negotiations and will have an opportunity to present its concerns prior to any agreement being entered.
- B. This is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation of the Yerington Airport.
- C. Tenant agrees to comply with the notification and review requirements

covered in part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

- D. The Tenant, by accepting this, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the leased premises higher than 35 feet from the ground level. In the event this covenant is breached, the Landlord reserves the right to enter upon the premises to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.
- E. The Tenant, successors and assigns, by accepting this lease, agrees they will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Yerington Airport or otherwise constitutes a hazard. In the event this covenant is breached; the City reserves the right to enter upon the premises and to abate the interference at the expense of the Tenant.
- F. It is understood and agreed that nothing contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 139A).
- G. The Leasee may terminate this lease if the airport becomes unusable by general aviation aircraft for more than three (3) months. Or, if and when the City permanently closes the airport.

27. **OPERATION OF AIRPORT BY CITY STAFF**

- A. **Aviation Hazards.** The City Manager reserves the right to take any action he considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the premises which, in the opinion of the City Manager or Federal Aviation Administration, would limit the usefulness of the airport or constitute a hazard to aircraft.
- B. **Navigational Aids.** The City Manager reserves the right, during the term of this Lease, any renewal, or any extension to install air navigational aids including lighting, in, on, over, under, and across the premises, at the City's expense, in the exercise of any rights. The City Manager agrees to

give Tenant no less than 90 days written notice of its intention to install the air navigational aids.

28. FINANCING OF LEASEHOLD ESTATE

The Tenant shall have the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument. Tenant has the right to subject the leasehold estate to a mortgage, deed of trust, or other security instrument, as security for a loan. These rights are granted provided that:

- A. The mortgage and all rights acquired under it are subject to all of the covenants, conditions and restrictions contained in this Lease and to all rights and interests of City.
- B. Tenant gives the City Manager written notice of any mortgage, and the address to send any notices required by this section.
- C. City will not exercise its remedies under section 21 Default, and Section 22, City's Remedies of this Lease unless:
 - 1. City sends a written notice of default to both Tenant and mortgagee stating the nature and extent of the default, and
 - 2. Within 60 days after service of the notice of default, the mortgagee failed to do either of the following:
 - (i) Cure the default if it can be cured by the payment of money, or
 - (ii) If the mortgagee does not elect to cure the default by the payment of money, the mortgagee commences foreclosure proceedings, and in the City Manager's opinion, diligently prosecutes the foreclosure proceedings to conclusion.

29. NOTICE

All notices given under this Lease may be served by enclosing the notice in a sealed envelope addressed to the party and deposited with the United States Post Office as certified mail with postage prepaid. The notice is effective 3 days from the date of the mailing. Unless otherwise provided in writing by the parties, the address of the City Manager and the proper party to receive any notices on its behalf is:

City Manager
City Hall

102 So. Main Street
P. O. Box 479
Yerington, Nevada 89447

And the mailing address of the Tenant is P.O. Box 50249, Reno, Nevada 89513 and the physical address is the same.

30. INVALID PROVISIONS

It is expressly understood and agreed by the parties that if any covenant, condition, or provision of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity does not invalidate any other covenant, condition, or provision of the Lease, provided that the invalidity of any covenant, condition, or provision does not materially prejudice either the director or Tenant in their respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

31. MECHANIC'S AND MATERIALMAN'S LIENS

Neither Tenant nor the director shall permit any mechanic's, materialman's, or other lien against the premises or the property of which the premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any lien is filed against the premises or property of which the premises forms a part, the party charged with causing the lien will cause the same to be discharged. Either party may contest any lien, so long as its enforcement is stayed.

32. WAIVER

The waiver by the director of performance by Tenant of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

33. WRITTEN AGREEMENT

Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. Only a writing signed by both parties may modify this Lease. The headings of the paragraphs are for convenience only and is not a part of this Lease; nor shall they be considered in construing the intent of this Lease.

34. CONSENTS

Whenever consent is required, it shall not be unreasonably withheld.

35. TIME

Time is of the essence of each and every provision of this Lease.

36. BINDING ON SUCCESSORS

The covenants and conditions contained in this agreement, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties.

37. ALTERATIONS AND ADDITIONS

Following completion of the required improvements and facilities, Tenant must not make any material alterations to, erect any additional structures, or make any material improvements on the premises without prior written consent of the City Manager, which consent shall not be unreasonably withheld. Any alteration or addition approved by the City Manager shall be constructed at the sole expense of Tenant. Upon approval by the City Manager of any alteration or addition, the City Manager must notify Tenant whether the alterations made must remain on and be surrendered with the premises on expiration or termination of the term.

38. APPEAL

If a Tenant desires to appeal a decision may by the City Manager in conjunction with this Lease, a written appeal must be given to the City Council within 15 days of the decision. The City Council will respond within 30 days, and failure to respond will constitute an approval of the appeal.

39. USE AND ENJOYMENT:

The tenant is purchasing the hanger and other property on the premises, and intends to invest substantial additional sums on the premises based on the understanding that the airport will remain open, for general aviation purposes, during the term of this agreement and any renewal periods.

Notwithstanding any language contained in this agreement to the contrary, in the event that the City or any other governmental agency or entity takes any action, fails to act or directs others to act, and as a result thereof, the tenant's intended use and enjoyment of the premises is impaired for a period exceeding

sixty (60) days, the tenant shall have the right to terminate this lease upon giving the City written notice of its intent to do so. By way of illustration, and not in limitation, any of the following events would so entitle the tenant to terminate the lease: the closure or relocation of the airport; the airport becoming unusable or unavailable for any reason, to general aviation aircraft; the United States government taking over the exclusive use and/or operation of the airport.

In the event that the tenant elects to so terminate the lease pursuant to this paragraph, due to action by the City, the tenant shall be entitled to receive reasonable compensation from the City. Additionally should any other governmental entity cause the occurrence of any such event, and as a result thereof the City receives compensation from such governmental entity, the City shall reasonably compensate the tenant. If the City receives no compensation from such governmental entity, the City shall not be obligated to so compensate the tenant.

Any sums owed to the tenant pursuant to this paragraph shall be payable on full within six (6) months from the date the tenant so terminates the lease, absent a written agreement between the parties to the contrary.

40. SIGNATURES

CITY OF YERINGTON

By: [Signature]
Mayor

Date: 11/15/01

**Recommended for Approval and
Approved as to Content:**

By: [Signature]
City Manager

Approved as to Form:

ATTEST:

TENANT:

By: [Signature]
Yerington Aviation, LLC
Michael B. Bussio, a member

By: [Signature]
Richard Davis, a member

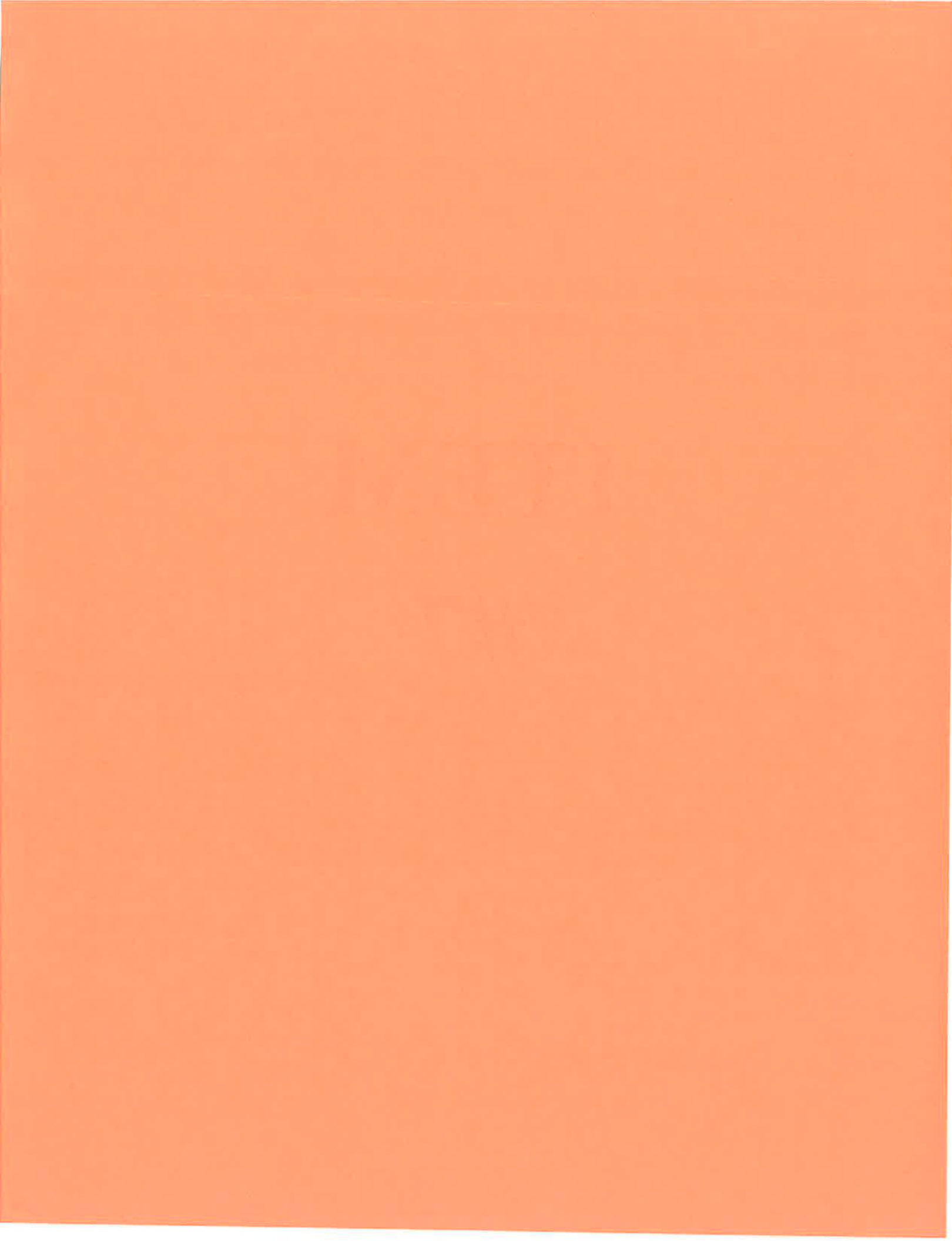
Date: 11-13-01

By: [Signature]
City Attorney

By: [Signature]
City Clerk

ITEM

#7



HANGAR LEASE
BETWEEN
THE CITY OF YERINGTON
AND

JON P HELLAND ; HANGAR NO. 204:

1. PARTIES

City of Yerington, a political subdivision of the State of Nevada, and JOHN HELLAND (Tenant), mutually agree and promise as follows:

2. PURPOSE

The purpose of this Lease is to lease a parcel of land of real property located at the Yerington City Airport (the "Airport"), shown in description attached (Hangar No.204) for the express purpose of housing operable aircraft. The Airport, owned by the City of Yerington, is a public airport located in Yerington, Nevada, as shown on the airport layout plan, which is on file in the City Hall. The City is acting solely in its proprietary capacity as the City and not in any governmental capacity unless so stated. The City representative for purposes of this Lease is the City Manager.

3. LEASED PREMISES

In consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants of this agreement, City leases to Tenant, and Tenant leases from City, subject to all easements and encumbrances of record, the parcel of real property described herewith, ("Premises"). The Premises may or may not include a hangar or other improvements.

4. TERM

This Lease is for a term of Ten (10) years. The commencement date of this Lease is July 1, 2023.

RECEIVED
MAY 15 2023
BY: CS 10:48AM

5. OPTION TO RENEW

Tenant shall have one option to renew this Lease for a period of Ten (10) years upon expiration of the initial term provided that all terms, covenants and conditions of the initial lease term have been met and fulfilled. All provisions of this Lease will carry over with the exception of the rent amount. Other changes, which are mutually agreed to by both parties, may be made. Written notice of Tenant's intention to renew this Lease must be given to City in writing at least 180 calendar days prior to the expiration of the lease proposed for renewal, or the option will automatically terminate.

6. RENT

Tenant shall pay the following rent:

Site Rent. Tenant shall pay City a yearly rent for the use of Premises, payable in advance on the first day of July during the term of this Lease. The initial yearly rent amount is \$182.20 (sq. feet x 25 cents). The rent amount will be adjusted every five years. The base for computing the adjustments is the Consumer Price Index (CPI), as accepted by the Nevada Bureau of Labor Statistics, which is effective on the date of the commencement of the term (beginning index), or other comparable measurement or index which may replace the CPI. The index published immediately preceding the adjustment date in question (extension index) is to be used in determining the amount of adjustment. Rent payable for any partial month shall be prorated.

7. ADDITIONAL PAYMENT PROVISIONS

- A. Late Payments. If the Tenant fails to pay to City any amount payable under this Lease within 30 days after the amount is due, Tenant shall pay to City a late charge of \$50.00 per occurrence, plus interest on all unpaid amounts at a rate of 1 and ½% per month, or part of a month from the date the payment was due and payable until paid in full. The \$50.00 charge and interest will be assessed for each delinquency, and delivered to the City of Yerington., 14 East Goldfield Avenue., Yerington, NV 89447, or such other place as the City may direct.
- B. Place of Payment. All rents and fees must be made payable to the City of Yerington and mailed by first class mail, postage prepaid, or personally delivered to the City of Yerington, 14 E Goldfield Ave., Yerington, NV 89447, or such other place as the City may direct.

8. MAINTENANCE, REPAIR AND STORAGE

alterations made must remain on and be surrendered with the Premises on expiration or termination of the term.

37. APPEAL

If a Tenant desires to appeal a decision made by the City Manager in conjunction with this Lease, a written appeal must be given to the City Council within 15 days of the decision. The City Council will respond within 30 days, and failure to respond will constitute an approval of the appeal.

38. SIGNATURES

CITY OF YERINGTON

TENANT:

By _____
MAYOR JOHN GARY

By: John P. Helland
JOHN HELLAND

**Recommended for Approval and
Approved as to Content:**

By: _____
City Manager

Date: _____

Approved as to Form:

By: _____
City Attorney

ATTEST: City Clerk

By: _____

ITEM

#9





14 E. Goldfield Avenue, Yerington, NV 89447; Phone: 775-463-3511 Fax: 775-463-2284

The City of Yerington is an Equal Opportunity Provider

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7921

City of Yerington herewith submits the FINAL budget for the
fiscal year ending 06/30/24

This budget contains 1 funds, including Debt Service, requiring property tax revenues totaling \$ 710,389

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed one percent. If the final computation requires, the tax rate will be lowered.

This budget contains 5 governmental fund types with estimated expenditures of \$ 4,886,064 and
2 proprietary funds with estimated expenses of \$ 3,270,809

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I Robert Switzer
(Printed Name)

City Manager
(Title)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed

Dated:

APPROVED BY THE GOVERNING BOARD

John Garry, Mayor

Jerry Bryant, Councilmember

Frank Pizzo, Councilmember

Matthew Galvin, Councilmember

Shane Martin, Councilmember

SCHEDULED PUBLIC HEARING:

Date and Time Monday, May 22, 2023 at 10:00 a.m.

Publication Date: May 3 & 10, 2023

Place: Yerington City Hall, Council Chambers, 14 E. Goldfield Avenue, Yerington, Nevada 89447

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FY 2023-2024

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2023-2024 FINAL BUDGET MESSAGE

The Mayor, City Council, City Manager, Department Supervisors, and the public conducted a budget/strategic workshop on March 24, 2023, to review the data needed for this budget. The Tentative Budget will be reviewed by the City Council on April 10, 2023, for approval on the same date at its regular scheduled Council meeting. Final adoption of the budget is scheduled for the May 22, 2023, regular Council meeting.

The General Fund tax rate for FY 2023-2024 remains at \$0.4044 with an Assessed Property Valuation of **\$204,085,803**, an increase of \$10,335,392 from the current fiscal year, yielding total property tax revenue of **\$710,389**, an increase of \$30,870 from the current fiscal year. Consolidated Tax Revenue is projected to be **\$655,641**, a decrease of \$17,803 over this fiscal year.

The combined available General Fund resources are estimated to be **\$6,574,253** (schedule B-9, Page 11). In an effort to spend down some of the General Fund ending balance (**\$1,457,074** from the last audit), expenditures for this budget cycle exceed revenues by an estimated **\$178,629**.

This budget proposes a four percent (4%) salary/wage increase for almost all employees due to new Public Employees Retirement System (PERS) contribution rates and the effects from inflation. Regular employees' rate increases from **29.75% to 33.50%**, while Police members' rate will jump from **44.00% to 50.00%**. PERS regulations mandate that half of the increase is paid through salary reduction of each employee unless offset by an increase in an employee's salary.

This budget cycle will see the City begin making loan payments for its Water/Sewer infrastructure project that has been ongoing since September 2020. Because the project is not anticipated to be closed out for the first part of this budget cycle, one-half year of payments has been budgeted from each Enterprise fund. Payments will be ongoing for 40 years.

The American Rescue Plan Act (ARPA) will continue to positively affect the City for the next several years, but no additional monies are anticipated with the exception of a small portion of carryover funds for this fiscal year. The City will need to explore other avenues of funding as capital asset needs are presented in following budget cycles.

ENTERPRISE FUNDS

At this time our Water and Sewer Funds are financially sound, but will be impacted as we transition from a construction project to paying annual loan payments as mentioned previously. The project is scheduled to be completed sometime this Summer with loan closeout in late summer or early Autumn. The Council has approved new utility rates,

especially for the Sewer Fund, which will help service the debt as mentioned above. Net income for the Water Fund is budgeted at **\$115,438** and Sewer Fund at **\$116,753** (Schedule A-2, Page 9).

Capital Outlay and other expenses provided for in this budget (all funds) includes the following:

Special Revenue Fund

- | | |
|------------------------------|-----------|
| • Travel NV Grant | \$30,000 |
| • Animal Shelter | \$3,000 |
| • Backflow Device Prog. | \$30,000 |
| • School Ped. Safety Project | \$675,000 |
| • Yerington Food Pantry | \$9,600 |

Fixed Asset Acquisition Fund

- | | |
|-------------------------|----------|
| • CH Vehicle | \$35,000 |
| • Police Vehicle | \$70,000 |
| • CH Parking Lot Lights | \$45,000 |
| • PW Roads/Maintenance | \$50,000 |

Total Acquisition of Capital Assets for Proprietary Funds provided for in this budget (Enterprise Funds) includes the following estimated amounts:

- | | |
|---------------------------|--------------|
| • City Water Fund Project | \$12,500,000 |
| • City Sewer Fund Project | \$12,500,000 |

Sincerely,



Robert Switzer
City Manager

Budget Summary for CITY OF YERINGTON
Schedule S-1

	GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS				
	ACTUAL PRIOR YEAR 6-30-22 (1)	ESTIMATED CURRENT YEAR 6-30-23 (2)	BUDGET YEAR 6-30-24 (3)	PROPRIETARY FUNDS BUDGET YEAR 6-30-24 (4)	TOTAL (MEMO ONLY) COLUMNS 3+4 (5)
REVENUES					
Property Taxes	\$ 701,142	\$ 679,519	\$ 710,389		\$ 710,389
Other Taxes	\$ -	\$ -	\$ -		
Licenses and Permits	\$ 528,988	\$ 644,972	\$ 521,700		\$ 521,700
Intergovernmental Resources	\$ 1,409,988	\$ 1,966,325	\$ 1,439,201		\$ 1,439,201
Charges for Services	\$ 105,432	\$ 163,352	\$ 167,500		\$ 167,500
Fines and Forfeits	\$ 27,059	\$ 26,000	\$ 28,500		\$ 28,500
Miscellaneous	\$ 61,721	\$ 157,000	\$ 398,600		\$ 398,600
Fixed Asset Acquisition Fund	\$ 80,875	\$ 1,827,227	\$ 325,000		\$ 325,000
Muni Court Assessment Fund	\$ 1,639	\$ 1,775	\$ 2,025		\$ 2,025
Special Revenue/Grant Fund	\$ 972,505	\$ 523,357	\$ 1,097,235		\$ 1,097,235
Utility Enterprises				\$ 3,503,000	\$ 3,503,000
Compensated Absence Fund	\$ -				\$ -
Transfer In					\$ -
TOTAL REVENUES	\$ 3,889,149	\$ 5,989,527	\$ 4,690,150	\$ 3,503,000	\$ 8,193,150
EXPENDITURES-EXPENSES					
General Government	\$ 242,706	\$ 226,361	\$ 275,792		\$ 275,792
Judicial	\$ 102,994	\$ 64,513	\$ 115,720		\$ 115,720
Public Safety	\$ 1,374,502	\$ 1,112,930	\$ 2,221,480		\$ 2,221,480
Public Works	\$ 744,365	\$ 205,057	\$ 729,523		\$ 729,523
Sanitation					\$ -
Health	\$ 18,665	\$ 9,839	\$ 25,250		\$ 25,250
Welfare					\$ -
Culture and Recreation	\$ 65,226	\$ 63,550	\$ 76,754		\$ 76,754
Community Support					\$ -
					\$ -
Contingencies					\$ -
Utility Enterprises					\$ -
Fixed Asset Acquisition	\$ 390,371	\$ 565,592	\$ 300,000	\$ 3,270,809	\$ 3,270,809
Muni Court Assessment	\$ -	\$ -	\$ -		\$ 300,000
Special Revenue Fund	\$ 928,124	\$ 446,050	\$ 1,141,545		\$ -
Compensated Absence Fund	\$ -				\$ 1,141,545
Transfer Out		\$ -			\$ -
	\$ -	\$ -			\$ -
TOTAL EXPENDITURES-EXPENSES	\$ 3,866,953	\$ 2,693,892	\$ 4,886,064	\$ 3,270,809	\$ 8,156,873
Excess of Revenues over (under)					
Expenditures-Expenses	\$ 22,196	\$ 3,295,635	\$ (195,914)	\$ 232,191	\$ 36,277

Budget Summary for City of Yerington
Schedule S-1

GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS						
	ACTUAL PRIOR YEAR 6-30-22 (1)	ESTIMATED CURRENT YEAR 6-30-23 (2)		BUDGET YEAR 6-30-24 (3)	PROPRIETARY FUNDS BUDGET YEAR 6-30-24 (4)	TOTAL (MEMO ONLY) COLUMNS 3+4 (5)
OTHER FINANCING SOURCES (USES):						
Proceeds of Long-term Debt						
Financing Agreements	\$ -	\$ -	\$ -	\$ -		
Operating Transfers (in)						
Operating Transfers (out)			\$ -	\$ -	\$ -	\$ -
TOTAL OTHER FINANCING SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess of Revenues and Other Sources over (under) Expenditures and Other Uses (Net Income)	\$ 22,196	\$ 3,295,635	\$ (195,914)	\$ 232,191		XXXXXXXXXXXXXX
FUND BALANCE JULY 1, BEGINNING OF YEAR:						
Reserved					XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Unreserved					XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL BEGINNING FUND BALANCE	\$ 1,171,202	\$ 1,457,074	\$ 4,752,709		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Prior Period Adjustments					XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Residual Equity Transfers					XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
FUND BALANCE JUNE 30, END OF YEAR	\$ 1,457,074	\$ 4,752,709	\$ 4,556,795		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Reserved					XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Unreserved					XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
TOTAL ENDING FUND BALANCE	\$ 1,457,074	\$ 4,752,709	\$ 4,556,795		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 6/30/22	ESTIMATED CURRENT YEAR ENDING 6/30/23	BUDGET YEAR ENDING 6/30/24
General Government	1.00	0.95	2.50
Judicial	0.95	1.00	0.95
Public Safety	7.00	7.00	10.00
Public Works	0.90	0.90	0.90
Sanitation			
Health	0.17	0.17	0.17
Welfare			
Culture and Recreation	0.36	0.36	1.86
Community Support			
TOTAL GENERAL GOVERNMENT	10.38	10.38	16.38
Utilities	10.65	11.62	11.65
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	21	22	28

POPULATION (AS OF JULY 1)	3,488	3,538	3,423
	State of Nevada	State of Nevada	State of Nevada
Source of Population Estimate*			
Assessed Valuation (Secured and Unsecured Only)	\$ 126,406,597	\$ 193,750,411	\$ 204,085,803
Net Proceeds of Mines			
TOTAL ASSESSED VALUE	\$ 126,406,597	\$ 193,750,411	\$ 204,085,803
TAX RATE	\$ 0.4044	\$ 0.4044	\$ 0.4044
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	\$ 0.4044	\$ 0.4044	\$ 0.4044

* Use the population certified by the state in March. Small districts may use a number developed per the instructions (page 6) or the best information available.

CITY OF YERINGTON
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

PROPERTY TAX RATE AND REVENUE RECONCILIATION

Fiscal Year 2023-24

	(1) ALLOWED TAX RATE	(2) ASSESSED VALUATION	(3) ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	(4) TAX RATE LEVIED	(5) TOTAL AD VALOREM REVENUE WITH NO CAP [(2)X(4)/100]	(6) AD VALOREM TAX ABATEMENT	(7) BUDGETED AD VALOREM REVENUE WITH CAP
OPERATING RATE:							
A. PROPERTY TAX Subject to Revenue Limitations	1.4539	\$ 204,085,803	\$ 2,967,203	\$ 0.4044	\$ 826,018	\$ 115,628	710,389
B. PROPERTY TAX Outside Revenue Limitations:							
Net Proceeds of Mines							
VOTER APPROVED:							
C. Voter Approved Overrides							
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Medical Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides							
I. SCCRT Loss (NRS 354.59813)	0.2869	204,085,803	\$ 585,612				
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES	0.2869	204,085,803	585,612				
M. SUBTOTAL A, C, L	\$ 1.7408	\$ 204,085,803	\$ 3,552,815	\$ 0.4044	\$ 826,018	\$ 115,628	710,389
N. Debt							
O. TOTAL M AND N	\$ 1.7408	204,085,803	3,552,815	\$ 0.4044	\$ 826,018	\$ 115,628	710,389

CITY OF YERINGTON
(Local Government)

**SCHEDULE S-3-PROPERTY TAX REVENUE
AND REVENUE CALCULATION**

If an entity chooses to budget for an amount in column 5 which is lower or higher than the amount produced by the formula, please attach an explanation.

ESTIMATED REVENUES AND OTHER RESOURCES

SCHEDULE A - GOVERNMENTAL FUND TYPES, EXPENDABLE TRUST FUNDS AND TAX SUPPORTED PROPRIETARY FUND TYPES

Budget for fiscal year ending:

6/30/2024

Budget Summary for the CITY OF YERINGTON
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS	BEGINNING FUND BALANCES (1)	CONSOLIDATED TAX REVENUE (2)	PROPERTY TAX REQUIRED (3)	TAX RATE (4)	OTHER REVENUE (5)	OTHER FINANCING SOURCES OTHER THAN TRANSFERS IN (6)	OPERATING TRANSFERS IN (7)	TOTAL (8)
General	\$ 3,308,363	\$ 655,641	\$ 710,389	\$ 0.4044	\$ 1,899,860			\$ 6,574,253
Fixed Asset Acquisition	\$ 1,496,676				\$ 325,000		\$ -	\$ 1,821,676
Muni Court Assessments	\$ 26,733				\$ 2,025			\$ 28,758
Special Revenue	\$ 277,375				\$ 1,097,235			\$ 1,374,610
Compensated Absence	\$ 23,306						\$ -	\$ 23,306
DEBT SERVICE								
Subtotal Governmental Fund Types, Expendable Trust Funds	\$ 5,132,453	\$ 655,641	\$ 710,389	\$ 0.4044	\$ 3,324,120	\$ -	\$ -	\$ 9,822,603
PROPRIETARY FUNDS								
	XXXXXXXX				XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	XXXXXXXX				XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	XXXXXXXX				XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	XXXXXXXX				XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	XXXXXXXX				XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
SUBTOTAL PROPRIETARY FUNDS	XXXXXXXX				XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
TOTAL ALL FUNDS	XXXXXXXX	\$ 655,641	\$ 710,389	\$ 0.4044	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX

Budget Summary for CITY OF YERINGTON
(Local Government)

[illegible]

* FUND TYPES: R - Special Revenue
C - Capital Projects
D - Debt Service
T - Expendable Trust

** Include Debt Service Requirements in this column

*** Capital Outlay must agree with CIP except in General Fund.

CITY OF YERINGTON
(Local Government)

** Including Depreciation

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 6/30/24
REVENUES	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	TENTATIVE APPROVED FY 23-24	FINAL APPROVED
TAXES				
Legislative Override				
Ad Valorem	\$ 701,142	\$ 679,519	\$ 710,389	\$ 710,389
SUB TOTAL:	\$ 701,142	\$ 679,519	\$ 710,389	\$ 710,389
LICENSES AND PERMITS				
<i>Business Licenses and Permits</i>				
Business Licenses	\$ 105,682	\$ 128,834	\$ 106,000	\$ 106,000
<i>Franchise Taxes</i>				
Natural Gas	\$ 69,034	\$ 32,414	\$ 70,000	\$ 70,000
Electric	\$ 147,777	\$ 254,124	\$ 151,500	\$ 151,500
Cablevision	\$ 32,938	\$ 22,848	\$ 34,000	\$ 34,000
Sanitation	\$ 72,055	\$ 33,410	\$ 71,000	\$ 71,000
<i>Non-Business Licenses-Permits</i>				
Animal Licenses	\$ 80	\$ 187	\$ 200	\$ 200
Building Permits	\$ 96,672	\$ 169,655	\$ 85,000	\$ 85,000
Planning & Zoning	\$ 4,750	\$ 3,500	\$ 4,000	\$ 4,000
Other (Penalties)				
SUB TOTAL:	\$ 528,988	\$ 644,972	\$ 521,700	\$ 521,700
INTER-GOVT REVENUES-State Shared				
Motor Vehicle	\$ 64,021	\$ 61,522	\$ 75,060	\$ 75,060
Consolidated Tax Distr.	\$ 561,994	\$ 673,444	\$ 655,641	\$ 655,641
OTHER LOCAL GOVT SHARED REV.				
County Gaming Licenses	\$ 34,642	\$ 33,429	\$ 32,000	\$ 32,000
County Ad Valorem Agreement	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Coronavirus Relief Fund Grant	\$ 32,553	\$ -	\$ -	\$ -
School Resource Officer	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
RTC Shared Revenue	\$ 399,177	\$ 850,000	\$ 350,000	\$ 350,000
Lyon County Road Fund	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
PAYMENTS IN LIEU OF TAXES				
County Parks Agreement	\$ 40,000	\$ 44,000	\$ 40,000	\$ 40,000
County Airport Agreement	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
FAA Cares Act Grant	\$ 5,122	\$ -	\$ -	\$ -
State Rural Housing	\$ 2,600	\$ 3,000	\$ 2,500	\$ 2,500
Marijuana Compact	\$ 15,879	\$ 46,930	\$ 30,000	\$ 30,000
SUB TOTAL:	\$ 1,409,988	\$ 1,966,325	\$ 1,439,201	\$ 1,439,201
CHARGES FOR SERVICES				
<i>Public Works</i>				
Airport Charges	\$ 16,121	\$ 13,812	\$ 16,500	\$ 16,500
Airport Fuel Sales	\$ 81,921	\$ 119,040	\$ 122,500	\$ 122,500
Animal Shelter	\$ 4,240	\$ 1,500	\$ 3,500	\$ 3,500
Weed Abatement	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ -	\$ 6,000	\$ 5,000	\$ 5,000
Police: Night in the Country	\$ 3,150	\$ 23,000	\$ 20,000	\$ 20,000
SUB TOTALS:	\$ 105,432	\$ 163,352	\$ 167,500	\$ 167,500
FINES & FORFEITURES				
Municipal Court Fines & Fees	\$ 26,195	\$ 25,000	\$ 27,500	\$ 27,500
Other Municipal Court Fees	\$ 864	\$ 1,000	\$ 1,000	\$ 1,000
SUB TOTAL:	\$ 27,059	\$ 26,000	\$ 28,500	\$ 28,500
OTHER REVENUE				
Community Center Fees			\$ 1,000	\$ 1,000
Interest Income	\$ 22,942	\$ 140,000	\$ 360,000	\$ 360,000
Other Income	\$ 30,779	\$ 5,000	\$ 25,600	\$ 25,600
KPN Tower Lease	\$ 8,000	\$ 12,000	\$ 12,000	\$ 12,000
SUB TOTAL:	\$ 61,721	\$ 157,000	\$ 398,600	\$ 398,600
SUB TOTAL REVENUE ALL SOURCES	\$ 2,834,330	\$ 3,637,168	\$ 3,265,890	\$ 3,265,890

CITY OF YERINGTON
(Local Government)
SCHEDULE B-GENERAL FUND

	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED FY 23-24	ENDING 6/30/24 FINAL APPROVED
REVENUES				
SUBTOTAL REVENUE ALL SOURCES	\$ 2,834,330	\$ 3,637,168	\$ 3,265,890	\$ 3,265,890
OTHER FINANCING SOURCES				
Operating Transfers In (Schedule T)				
	\$ -			
SUBTOTAL OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 2,834,330	\$ 3,637,168	\$ 3,265,890	\$ 3,265,890
Transfer Out to Fixed Asset Fund				
Subtotal	\$ 2,834,330	\$ 3,637,168	\$ 3,265,890	\$ 3,265,890
BEGINNING FUND BALANCE				
Reserved				
Unreserved				
TOTAL BEGINNING FUND BALANCE	\$ 1,171,202	\$ 1,457,074	\$ 3,411,992	\$ 3,308,363
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL AVAILABLE RESOURCES	\$ 4,005,532	\$ 5,094,242	\$ 6,677,882	\$ 6,574,253

CITY OF YERINGTON
(Local Government)
SCHEDULE B - GENERAL FUND

EXPENDITURES BY FUNCTION AND ACTIVITY	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED	ENDING 6/30/24 FINAL APPROVED
MAYOR & COUNCIL				
Salaries & Wages	\$ 21,129	\$ 23,328	\$ 24,300	\$ 24,300
Employee Benefits	\$ 7,027	\$ 6,063	\$ 8,700	\$ 8,700
Services & Supplies	\$ 755	\$ 500	\$ 3,000	\$ 3,000
Other	\$ -			
Capital Outlay	\$ -	\$ -	\$ -	\$ -
SUB TOTAL:	\$ 28,911	\$ 29,891	\$ 36,000	\$ 36,000
MANAGEMENT/CITY HALL				
Salaries & Wages	\$ 64,438	\$ 55,193	\$ 72,392	\$ 72,392
Employee Benefits	\$ 34,363	\$ 27,138	\$ 41,400	\$ 41,400
Services & Supplies	\$ 114,994	\$ 114,139	\$ 126,000	\$ 126,000
Other	\$ -			
Capital Outlay	\$ -	\$ -	\$ -	\$ -
SUB TOTAL:	\$ 213,795	\$ 196,470	\$ 239,792	\$ 239,792
SUB TOTAL:	\$ -			
Salaries & Wages	\$ 85,567	\$ 78,521	\$ 96,692	\$ 96,692
Employee Benefits	\$ 41,390	\$ 33,201	\$ 50,100	\$ 50,100
Services & Supplies	\$ 115,749	\$ 114,639	\$ 129,000	\$ 129,000
Other	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL COMBINED:	\$ 242,706	\$ 226,361	\$ 275,792	\$ 275,792
FUNCTION SUBTOTAL	\$ 242,706	\$ 226,361	\$ 275,792	\$ 275,792

CITY OF YERINGTON
(Local Government)
SCHEDULE B - GENERAL FUND

FUNCTION: GENERAL GOVERNMENT

EXPENDITURES BY FUNCTION AND ACTIVITY	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED	ENDING 6/30/24 FINAL APPROVED
POLICE DEPARTMENT				
Salaries & Wages	\$ 541,233	\$ 502,174	\$ 761,815	\$ 811,815
Employee Benefits	\$ 341,632	\$ 300,657	\$ 587,358	\$ 612,358
Services & Supplies	\$ 175,622	\$ 131,824	\$ 246,275	\$ 246,275
Capital Outlay	\$ -	\$ -	\$ -	\$ -
SUB TOTAL:	\$ 1,058,487	\$ 934,655	\$ 1,595,448	\$ 1,670,448
FIRE DEPARTMENT				
Contracted Services	\$ 316,015	\$ 178,275	\$ 551,032	\$ 551,032
SUB TOTAL:	\$ 316,015	\$ 178,275	\$ 551,032	\$ 551,032
COMBINED TOTALS				
Salaries & Wages	\$ 541,233	\$ 502,174	\$ 761,815	\$ 811,815
Employee Benefits	\$ 341,632	\$ 300,657	\$ 587,358	\$ 612,358
Services & Supplies	\$ 491,637	\$ 310,099	\$ 797,307	\$ 797,307
Capital Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL COMBINED:	\$ 1,374,502	\$ 1,112,930	\$ 2,146,480	\$ 2,221,480
FUNCTION SUBTOTAL	\$ 1,374,502	\$ 1,112,930	\$ 2,146,480	\$ 2,221,480

CITY OF YERINGTON
(Local Government)
SCHEDULE B - GENERAL FUND
FUNCTION: PUBLIC SAFETY

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 6/30/24
EXPENDITURES BY FUNCTION AND ACTIVITY	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	TENTATIVE APPROVED	FINAL APPROVED
STREET DEPARTMENT				
Salaries & Wages	\$ 20,314	\$ 12,254	\$ 24,000	\$ 24,000
Employee Benefits	\$ 10,010	\$ 6,137	\$ 13,400	\$ 13,400
Services & Supplies	\$ 114,426	\$ 48,487	\$ 73,800	\$ 73,800
Capital Outlay	\$ 381,376		\$ 350,000	\$ 350,000
SUB TOTAL:	\$ 526,126	\$ 66,878	\$ 461,200	\$ 461,200
AIRPORT				
Salaries & Wages	\$ 3,422	\$ 2,889	\$ 3,875	\$ 3,875
Employee Benefits	\$ 1,863	\$ 1,459	\$ 3,257	\$ 3,257
Services & Supplies	\$ 123,611	\$ 105,513	\$ 162,000	\$ 162,000
Capital Outlay	\$ -	\$ -		
SUB TOTAL:	\$ 128,896	\$ 109,861	\$ 169,132	\$ 169,132
BUILDING				
Salaries & Wages	\$ 53,174	\$ 4,983	\$ 60,191	\$ 60,191
Employee Benefits	\$ 28,567	\$ 3,343	\$ 34,100	\$ 34,100
Services & Supplies	\$ 7,602	\$ 19,992	\$ 4,900	\$ 4,900
Capital Outlay	\$ -	\$ -	\$ -	\$ -
SUB TOTAL:	\$ 89,343	\$ 28,318	\$ 99,191	\$ 99,191
COMBINED TOTALS				
Salaries & Wages	\$ 76,910	\$ 20,126	\$ 88,066	\$ 88,066
Employee Benefits	\$ 40,440	\$ 10,939	\$ 50,757	\$ 50,757
Services & Supplies	\$ 245,639	\$ 173,992	\$ 240,700	\$ 240,700
Capital Outlay	\$ 381,376	\$ -	\$ 350,000	\$ 350,000
TOTAL COMBINED:	\$ 744,365	\$ 205,057	\$ 729,523	\$ 729,523
FUNCTION SUBTOTAL	\$ 744,365	\$ 205,057	\$ 729,523	\$ 729,523

CITY OF YERINGTON
(Local Government)
SCHEDULE B - GENERAL FUND

FUNCTION: PUBLIC WORKS

EXPENDITURES BY FUNCTION AND ACTIVITY		(1)	(2)	(3)	(4)
		ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED	ENDING 6/30/24 FINAL APPROVED
PAGE	FUNCTION SUMMARY				
12	General Government	\$ 242,706	\$ 226,361	\$ 275,792	\$ 275,792
13	Judicial	\$ 102,994	\$ 64,513	\$ 115,720	\$ 115,720
14	Public Safety	\$ 1,374,502	\$ 1,112,930	\$ 2,146,480	\$ 2,221,480
15	Public Works	\$ 744,365	\$ 205,057	\$ 729,523	\$ 729,523
	Sanitation				
16	Health	\$ 18,665	\$ 9,839	\$ 25,250	\$ 25,250
	Welfare				
17	Culture and Recreation	\$ 65,226	\$ 63,550	\$ 76,754	\$ 76,754
	Community Support				
					\$ -
	Compensated Absence	\$ -		\$ -	
TOTAL EXPENDITURES - ALL FUNCTIONS		\$ 2,548,458	\$ 1,682,250	\$ 3,369,519	\$ 3,444,519
OTHER USES:					
CONTINGENCY (Not to exceed 3% of Total Expenditures all Functions)		XXXXXXXXXX	XXXXXXXXXX		
Operating Transfers Out (Schedule T)					
	Transfer In from FAAcq.	\$ -			
	Transfer in from Gen Fund		\$ -	\$ -	\$ -
	Transfer out to FAAcq.		\$ -	\$ -	\$ -
	Transfer Out to Spec. Rev	\$ -	\$ -		\$ -
			\$ -	\$ -	\$ -
	Subtotal:	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES AND OTHER USES		\$ 2,548,458	\$ 1,682,250	\$ 3,369,519	\$ 3,444,519
ENDING FUND BALANCE:					
Reserved					
Unreserved					
TOTAL ENDING FUND BALANCE		\$ 1,457,074	\$ 3,411,992	\$ 3,308,363	\$ 3,129,734
TOTAL GENERAL FUND COMMITMENTS AND FUND BALANCE		\$ 4,005,532	\$ 5,094,242	\$ 6,677,882	\$ 6,574,253

City of Yerington
(Local Government)
SCHEDULE B - GENERAL FUND

SCHEDULE B SUMMARY - EXPENDITURES, OTHER USES AND FUND BALANCE

GENERAL FUND - ALL FUNCTIONS

RESOURCES	(1) ACTUAL PRIOR YEAR ENDING FY 21-22	(2) ESTIMATED CURRENT YEAR ENDING FY 22-23	(3) BUDGET YEAR ENDING 6/30/24	
			TENTATIVE APPROVED	FINAL APPROVED
REVENUES				
FEDERAL REVENUES				
American Rescue Act Grant (ARPA)		\$ 1,827,110	\$ 325,000	\$ 325,000
State Aviation Grant	\$ -			
County Capital Project Tax	\$ -			
Subtotal:	\$ -	\$ 1,827,110	\$ 325,000	\$ 325,000
CHARGES FOR SERVICES	\$ -			
Subtotal:	\$ -	\$ -	\$ -	\$ -
OTHER REVENUES				
Donation Walker River Basin	\$ 30,369			
Interest Income	\$ -		\$ -	\$ -
NV Energy Chargepoint Grant	\$ 50,306	\$ 117		
Sale of Fixed Assets	\$ -			
Subtotal:	\$ 80,675	\$ 117	\$ -	\$ -
Subtotal Revenues:	\$ 80,675	\$ 1,827,227	\$ 325,000	\$ 325,000
OTHER FINANCING SOURCES (specify)				
Operating Transfers In (Schedule T)				
<i>Transfers from General Fund</i>				
Operating Transfers In - General Fund		\$ -	\$ -	\$ -
Insurance Proceeds	\$ 66,382			
Sale of Assets	\$ -			
<i>Transfers from Utilities</i>				
Water				
Sewer				
Mason				
Crystal Clear Water				
Subtotal Transfers In:	\$ 66,382	\$ -		
BEGINNING FUND BALANCE	\$ 478,355	\$ 235,041	\$ 1,496,676	\$ 1,496,676
Reserved				
Unreserved				
TOTAL BEGINNING FUND BALANCE	\$ 478,355	\$ 235,041	\$ 1,496,676	\$ 1,496,676
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL AVAILABLE RESOURCES	\$ 625,412	\$ 2,062,268	\$ 1,821,676	\$ 1,821,676

CITY OF YERINGTON
(Local Government)
SCHEDULE B
FUND: FIXED ASSET ACQUISITION

EXPENDITURES	(1)	(2)	(3) BUDGET YEAR (4) ENDING 6/30/24	
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	TENTATIVE APPROVED	FINAL APPROVED
GENERAL GOVERNMENT (Capital)				
City Hall Vehicle		\$ 30,000	\$ 35,000	\$ 35,000
Capital Outlay-New City Hall Upgrade	\$ 2,153	\$ 25,000		
Capital Asset Acquisition	\$ 30,369	\$ 27,229		
Capital Outlay-Charging Station	\$ 19,965			
Capital Outlay-Parking Lot Lights			\$ 45,000	\$ 45,000
Capital Outlay-Security Gate		\$ 10,000	\$ -	
Subtotal:	\$ 52,487	\$ 92,229	\$ 80,000	\$ 80,000
PUBLIC SAFETY (Capital)				
Police Vehicles	\$ 136,789	\$ 82,849	\$ 70,000	\$ 70,000
Subtotal:	\$ 136,789	\$ 82,849	\$ 70,000	\$ 70,000
PUBLIC WORKS (Capital)				
Compact Loader	\$ 140,572			
Mtn View Restrooms/Improvements		\$ 149,000		
Pearl/Main St Pedestrian Crossing	\$ -	\$ 71,000		
Roads/Maintenance	\$ -		\$ 50,000	\$ 50,000
Vehicle/Street Sweeper			\$ -	\$ 100,000
Other	\$ 60,523	\$ 120,754		
Subtotal:	\$ 201,095	\$ 340,754	\$ 50,000	\$ 150,000
PARK & RECREATION (Capital)				
Capital Outlay		\$ 49,760	\$ -	
			\$ -	
	\$ -			
Subtotal:	\$ -	\$ 49,760	\$ -	\$ -
Subtotal:	\$ 390,371	\$ 565,592	\$ 200,000	\$ 300,000
OTHER USES				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Transfer Out to Spec. Rev. Fund				
Subtotal Transfers Out:	\$ -	\$ -	\$ -	\$ -
SUBTOTAL ALL EXPENDITURES	\$ 390,371	\$ 565,592	\$ 200,000	\$ 300,000
ENDING FUND BALANCE				
Reserved				
Unreserved				
TOTAL ENDING FUND BALANCE	\$ 235,041	\$ 1,496,676	\$ 1,621,676	\$ 1,521,676
TOTAL FUND COMMITMENTS AND FUND BALANCE	\$ 625,412	\$ 2,062,268	\$ 1,821,676	\$ 1,821,676

CITY OF YERINGTON
(Local Government)
SCHEDULE B
FUND: FIXED ASSET ACQUISITION

RESOURCES	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED	ENDING 6/30/24 FINAL APPROVED
REVENUES				
FINES AND FORFEITS				
Muni Crt Assessment Fee (Facility)	\$ 655	\$ 950	\$ 1,025	\$ 1,025
Special Facility Assessment Fee	\$ 984	\$ 825	\$ 1,000	\$ 1,000
Subtotal:	\$ 1,639	\$ 1,775	\$ 2,025	\$ 2,025
OTHER REVENUES				
Interest Income	\$ -	\$ -	\$ -	\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 1,639	\$ 1,775	\$ 2,025	\$ 2,025
OTHER FINANCING SOURCES (specify)				
Operating Transfers In (Schedule T)				
BEGINNING FUND BALANCE				
Reserved				
Unreserved				
TOTAL BEGINNING FUND BALANCE	\$ 23,319	\$ 24,958	\$ 26,733	\$ 26,733
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL AVAILABLE RESOURCES	\$ 24,958	\$ 26,733	\$ 28,758	\$ 28,758

CITY OF YERINGTON
(Local Government)
SCHEDULE B
FUND: MUNI COURT ADMIN. ASSESS/FACILITY FEES

[illegible]

CITY OF YERINGTON
(Local Government)
SCHEDULE B
Fund: COMPENSATED ABSENCE

[illegible]

CITY OF YERINGTON
(Local Government)
SCHEDULE B
FUND: COMPENSATED ABSENCE

RESOURCES	(1) ACTUAL PRIOR YEAR ENDING FY 21-22	(2) ESTIMATED CURRENT YEAR ENDING FY 22-23	(3) BUDGET YEAR ENDING 6/30/24	
			TENTATIVE APPROVED	FINAL APPROVED
REVENUES				
TAXES				
Room Tax Revenue	\$ 101,171	\$ 99,000	\$ 110,000	\$ 110,000
Subtotal:	\$ 101,171	\$ 99,000	\$ 110,000	\$ 110,000
FEDERAL REVENUES				
CDBG	\$ 96,982			
FAA Master Plan	\$ 98,918	\$ 37,808		\$ 31,235
FAA ARPA Funding				
CARES Act Funding	\$ 1,933			
FAA Runway Lights Project			\$ 215,000	\$ 157,000
FAA Aviation BIL Grant		\$ 20,515	\$ 159,000	\$ 159,000
DOT Ped School Safety	\$ 2,000		\$ 598,000	\$ 598,000
Coronavirus Relief Fund	\$ 77,413	\$ 13,000		
ARPA Funds	\$ 591,010	\$ 350,000		
Subtotal:	\$ 868,256	\$ 421,323	\$ 972,000	\$ 945,235
OTHER REVENUES				
Animal Shelter Donation/Grant	\$ 3,078	\$ 3,034	\$ 3,000	\$ 3,000
Donations-Pedestrian Xing			\$ 9,000	\$ 9,000
Lyon County Park Revenue				
Subtotal:	\$ 3,078	\$ 3,034	\$ 12,000	\$ 12,000
Travel NV Grant Downtown Dev.			\$ 30,000	\$ 30,000
Subtotal:	\$ -	\$ -	\$ 30,000	\$ 30,000
Subtotal Revenues:	\$ 972,505	\$ 523,357	\$ 1,124,000	\$ 1,097,235
OTHER FINANCING SOURCES (specify)				
Operating Transfers In (Schedule T)				
Transfer In from Fixed Asset Fund		\$ -		
Subtotal Transfers In:	\$ -	\$ -	\$ -	\$ -
Subtotal All Revenues:	\$ 972,505	\$ 523,357	\$ 1,124,000	\$ 1,097,235
BEGINNING FUND BALANCE				
Reserved				
Unreserved				
TOTAL BEGINNING FUND BALANCE	\$ 155,687	\$ 200,068	\$ 277,375	\$ 277,375
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL AVAILABLE RESOURCES	\$ 1,128,192	\$ 723,425	\$ 1,401,375	\$ 1,374,610

CITY OF YERINGTON
(Local Government)
SCHEDULE B
FUND: GRANT-SPECIAL REVENUE

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 6/30/24
	ACTUAL PRIOR	ESTIMATED		
	YEAR ENDING	CURRENT		
	FY 21-22	YEAR ENDING	TENTATIVE	FINAL
EXPENDITURES		FY 22-23	APPROVED	APPROVED
GENERAL GOVERNMENT (Capital)				
Coronavirus Relief Expense	\$ 77,413	\$ -		
Room Tax Expense	\$ 36,896	\$ 28,000	\$ 28,000	\$ 28,000
Room Tax State Remittance	\$ 7,096	\$ 5,050	\$ 5,050	\$ 5,050
Room Tax County Remittance	\$ 11,826	\$ 8,000	\$ 9,895	\$ 9,895
CDBG CV Expense	\$ 96,982			
Travel NV Grant Expense			\$ 30,000	\$ 30,000
Small Business Relief Program		\$ 5,000	\$ -	\$ -
Master Plan Consultant		\$ 15,000	\$ 35,000	\$ 35,000
ARPA Yerington Food Pantry			\$ 9,600	\$ 9,600
Subtotal:	\$ 230,213	\$ 61,050	\$ 117,545	\$ 117,545
PUBLIC SAFETY (Capital)				
Misc Equipment		\$ 13,000	\$ -	\$ -
Subtotal:	\$ -	\$ 13,000	\$ -	\$ -
PUBLIC WORKS (Capital)				
Animal Shelter Donation/Grant		\$ 2,500	\$ 3,000	\$ 3,000
FAA CARE'S Act Expense	\$ 1,933	\$ 7,000	\$ -	
FAA Master Plan	\$ 98,918	\$ 52,000	\$ -	
FAA Runway Lights Project			\$ 215,000	\$ 157,000
Backflow Device Program			\$ 30,000	\$ 30,000
DOT Ped School Safety	\$ 4,000		\$ 598,000	\$ 675,000
Coronavirus Relief Fund		\$ 1,500		
FAA Aviation BIL Grant Expense			\$ 159,000	\$ 159,000
ARPA Funds	\$ 591,010	\$ 309,000		
Subtotal:	\$ 695,861	\$ 372,000	\$ 1,005,000	\$ 1,024,000
PARK & RECREATION (Capital)				
	\$ -			
Subtotal:	\$ -	\$ -	\$ -	\$ -
Subtotal Expenditures:	\$ 926,074	\$ 446,050	\$ 1,122,545	\$ 1,141,545
HEALTH (Capital)	\$ 2,050			
OTHER USES				
Transfer to:				
Subtotal Transfers Out:	\$ -	\$ -	\$ -	\$ -
SUBTOTAL ALL EXPENDITURES	\$ 928,124	\$ 446,050	\$ 1,122,545	\$ 1,141,545
ENDING FUND BALANCE				
Reserved				
Unreserved				
TOTAL ENDING FUND BALANCE	\$ 200,068	\$ 277,375	\$ 278,830	\$ 233,065
TOTAL FUND COMMITMENTS AND FUND				
BALANCE	\$ 1,128,192	\$ 723,425	\$ 1,401,375	\$ 1,374,610

CITY OF YERINGTON
(Local Government)
SCHEDULE B
FUND: GRANT-SPECIAL REVENUE

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 6/30/24
PROPRIETARY FUND	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	TENTATIVE APPROVED	FINAL APPROVED
OPERATING REVENUE				
Water Use Fees	\$ 1,249,692	\$ 1,390,195	\$ 1,400,000	\$ 1,400,000
Water Meter Replacement	\$ 51,265	\$ 20,000	\$ 28,000	\$ 28,000
Bad Debt				
Total Operating Revenue:	\$ 1,300,957	\$ 1,410,195	\$ 1,428,000	\$ 1,428,000
OPERATING EXPENSE				
Salaries & Wages	\$ 338,740	\$ 330,182	\$ 365,260	\$ 365,260
Salary Expense	\$ 84,885	\$ 170,597	\$ 190,915	\$ 190,915
Services & Supplies	\$ 658,809	\$ 713,525	\$ 801,750	\$ 801,750
Bad Debt Expense	\$ -			
Depreciation/Amortization	\$ 666,062	\$ 667,139	\$ 78,572	\$ 78,572
TOTAL OPERATING EXPENSE	\$ 1,748,496	\$ 1,881,443	\$ 1,436,497	\$ 1,436,497
Operating Income or (Loss)	\$ (447,539)	\$ (471,248)	\$ (8,497)	\$ (8,497)
NON-OPERATING REVENUES (EXPENSES)				
Interest Income	\$ -			
Late Fees/Administrative Fee	\$ 13,827	\$ 2,500	\$ 3,500	\$ 3,500
Administrative Fee		\$ 7,500	\$ 10,000	\$ 10,000
Water Rights Revenue	\$ 30,952	\$ 13,000	\$ 12,000	\$ 12,000
Water Tank Lease	\$ 13,581	\$ 12,000	\$ 18,500	\$ 18,500
Water Standby Fee (NvCC)	\$ 87,500	\$ 87,500	\$ 87,500	\$ 87,500
USDA - Water Line Project Rev	\$ -	\$ 12,500,000	\$ 12,500,000	\$ 12,500,000
USDA - Water Line Project Exp	\$ -	\$ (12,500,000)	\$ (12,500,000)	\$ (12,500,000)
Willow Creek Contract	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000
ARPA Rescue Grant	\$ 21,129	\$ -	\$ -	\$ -
Misc. Income	\$ 4,615	\$ 9,000	\$ 4,000	\$ 4,000
Investment Income	\$ 2,853			
USDA Loan Payment		\$ -	\$ (280,536)	\$ (280,536)
Interest Expense (Construction Loan)	\$ (280,614)	\$ (266,744)	\$ (100,029)	\$ (100,029)
Total Non-Operating Revenue (Expense)	\$ (87,157)	\$ (116,244)	\$ (226,065)	\$ (226,065)
INCOME/LOSS BEFORE CONTRIBUTIONS	\$ (534,696)	\$ (587,492)	\$ (234,562)	\$ (234,562)
CAPITAL CONTRIBUTIONS				
Connection Fees from Customers	\$ 158,921	\$ 165,000	\$ 50,000	\$ 50,000
USDA Rural Dev. Colony Water/Sewer	\$ 1,042,009	\$ 450,000	\$ 300,000	\$ 300,000
ARPA Rescue Grant	\$ 700,225			
Sub Total	\$ 1,901,155	\$ 615,000	\$ 350,000	\$ 350,000
Operating Transfers (Schedule T)				
	\$ -	\$ -	\$ -	\$ -
Net Operating Transfers	\$ -	\$ -	\$ -	\$ -
NET INCOME	\$ 1,366,459	\$ 27,508	\$ 115,438	\$ 115,438

CITY OF YERINGTON
(Local Government)
FUND: WATER UTILITY FUND
SCHEDULE F-1 REVENUES, EXPENSES & NET INCOME

	(1)	(2)	(3)	(4)
			BUDGET YEAR	ENDING 6/30/24
PROPRIETARY FUND	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from Customers	\$ 1,269,337	\$ 1,390,195	\$ 1,428,000	\$ 1,428,000
Payments of Personnel Costs	\$ (518,626)	\$ (500,779)	\$ (556,175)	\$ (556,175)
Payments for Service and Supplies	\$ (609,748)	\$ (713,525)	\$ (801,750)	\$ (801,750)
Payments to Lyon County	\$ (70,779)	\$ (74,493)	\$ (75,000)	\$ (75,000)
a. Net cash provided by operating activities	\$ 70,184	\$ 101,398	\$ (4,925)	\$ (4,925)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Water Tank Lease	\$ 13,581	\$ 18,500	\$ 18,500	\$ 18,500
Misc. Income	\$ 4,615	\$ 3,000	\$ -	\$ -
Operating Transfers (Out)/In	\$ -	\$ -	\$ -	\$ -
Willow Creek Revenue	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000
Nevada Copper Reservation Fee	\$ 87,500	\$ 87,500	\$ 87,500	\$ 87,500
Water Right Revenue	\$ 30,952	\$ 13,500	\$ 12,000	\$ 12,000
Administrative Fees	\$ 13,827	\$ 10,500	\$ 10,000	\$ 10,000
USDA - Water Line Project Rev		\$ 16,500,000	\$ 12,500,000	\$ 12,500,000
USDA - Water Line Project Exp		\$ (16,500,000)	\$ (12,500,000)	\$ (12,500,000)
b. Net cash provided by noncapital financing activities	\$ 169,475	\$ 152,000	\$ 147,000	\$ 147,000
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Capital Contributions by Customers	\$ 158,921	\$ 25,000	\$ 25,000	\$ 25,000
Capital Contributions by ARPA Rescue Grant	\$ 700,225			
Capital Contributions by USDA (Tribe)	\$ 994,786	\$ 535,000	\$ 250,000	\$ 250,000
Capital Contributions by USDA (USDA City)				
Principal Reduction on Long Term Loans				
Interest Paid on Long Term Loans	\$ (280,614)	\$ (266,744)	\$ (100,029)	\$ (100,029)
USDA Loan Payment			\$ (280,536)	\$ (280,536)
Acquisition of Capital Assets (ARC)				
Acquisition of Capital Assets (USDA Tribe)				
Acquisition of Capital Assets (USDA City)				
Acquisition of Capital Assets	\$ (5,528,676)	\$ (4,500,000)	\$ (4,000,000)	\$ (4,000,000)
Advance to Sewer Fund		\$ -		
Proceeds from Interim Construction Loan	\$ -			
c. Net cash used for capital and related financing activities	\$ (3,955,358)	\$ (4,206,744)	\$ (4,105,565)	\$ (4,105,565)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest Income	\$ -	\$ -	\$ -	\$ -
Investment Income	\$ 2,853			
d. Net cash used in investing activities	\$ 2,853	\$ -	\$ -	\$ -
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	\$ (3,712,846)	\$ (3,953,346)	\$ (3,963,490)	\$ (3,963,490)
CASH AND CASH EQUIVALENTS AT JULY 1, 20XX	\$ 17,848,614	\$ 14,135,768	\$ 10,182,422	\$ 10,182,422
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	\$ 14,135,768	\$ 10,182,422	\$ 6,218,932	\$ 6,218,932

CITY OF YERINGTON
(Local Government)
FUND: WATER UTILITY FUND
SCHEDULE F-2 - STATEMENT OF CASH FLOWS

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED	ENDING 6/30/24
				FINAL APPROVED
OPERATING REVENUE				
Sewer Use Fees	\$ 1,066,791	\$ 1,195,734	\$ 1,320,000	\$ 1,320,000
Bad Debts				
Total Operating Revenue:	\$ 1,066,791	\$ 1,195,734	\$ 1,320,000	\$ 1,320,000
OPERATING EXPENSE				
Salaries & Wages	\$ 279,066	\$ 285,000	\$ 306,075	\$ 306,075
Salary Expense	\$ 78,772	\$ 136,364	\$ 175,637	\$ 175,637
Services & Supplies	\$ 382,970	\$ 395,000	\$ 440,150	\$ 440,150
Bad Debt Expense				
Depreciation/Amortization	\$ 159,444	\$ 162,555	\$ 78,572	\$ 78,572
TOTAL OPERATING EXPENSE	\$ 900,252	\$ 978,919	\$ 1,000,434	\$ 1,000,434
Operating Income or (Loss)	\$ 166,539	\$ 216,815	\$ 319,566	\$ 319,566
NON-OPERATING REVENUES (EXP)				
Interest Income	\$ -		\$ -	\$ -
Late Fees	\$ 1,937	\$ 1,497	\$ 1,500	\$ 1,500
Willow Creek Contract	\$ 29,000	\$ 29,000	\$ 29,000	\$ 29,000
Misc./Bad Debt Recovered				
Sewer Line Maintenance			\$ (100,000)	\$ (100,000)
ARPA Rescue Grant	\$ 16,434			
USDA - Sewer Line Project Rev		\$ 8,500,000	\$ 8,500,000	\$ 8,500,000
USDA - Sewer Line Project Exp		\$ (8,500,000)	\$ (8,500,000)	\$ (8,500,000)
Investment Income	\$ 2,558			
Interest Expense (Construction Loan)	\$ (252,873)	\$ (200,058)	\$ (100,029)	\$ (100,029)
Loss on Disposal of Property				
Miscellaneous Revenue				
USDA Loan Payment			\$ (253,284)	\$ (253,284)
Total Non Operating Revenue (Exp)	\$ (202,944)	\$ (169,561)	\$ (422,813)	\$ (422,813)
Income/Loss Before Contributions	\$ (36,405)	\$ 47,254	\$ (103,247)	\$ (103,247)
CAPITAL CONTRIBUTIONS	\$ -			
Connection Fees from Customers	\$ 76,104	\$ 40,000	\$ 45,000	\$ 45,000
USDA Rural Dev. Colony Water/Sewer	\$ 457,954	\$ 350,000	\$ 175,000	\$ 175,000
ARPA Rescue Grant	\$ 70,437			
	\$ -			
Sub Total	\$ 604,495	\$ 390,000	\$ 220,000	\$ 220,000
Operating Transfers (Schedule T)				
Net Operating Transfers	\$ -	\$ -	\$ -	\$ -
NET INCOME	\$ 568,090	\$ 437,254	\$ 116,753	\$ 116,753

CITY OF YERINGTON
(Local Government)
FUND: SEWER UTILITY FUND
SCHEDULE F-1 REVENUES, EXPENSES & NET INCOME

	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING FY 21-22	ESTIMATED CURRENT YEAR ENDING FY 22-23	BUDGET YEAR TENTATIVE APPROVED	ENDING 6/30/24 FINAL APPROVED
PROPRIETARY FUND				
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from Customers	\$ 1,107,247	\$ 1,195,734	\$ 1,320,000	\$ 1,320,000
Payments of Personnel Costs	\$ (426,332)	\$ (421,364)	\$ (481,712)	\$ (481,712)
Payments for Service and Supplies	\$ (346,291)	\$ (395,000)	\$ (440,150)	\$ (440,150)
Payments to Lyon County	\$ (52,067)	\$ (45,000)	\$ (45,000)	\$ (45,000)
a. Net cash provided by operating activities	\$ 282,557	\$ 334,370	\$ 353,138	\$ 353,138
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Misc. Income	\$ 1,937	\$ 1,497	\$ 2,500	\$ 2,500
Operating Transfers (Out)/In	\$ -	\$ -		
Willow Creek Agreement	\$ 29,000	\$ 29,000	\$ 29,000	\$ 29,000
CDBG - Sewer Line Video Grant				
CDBG - Sewer Line Video Expenses				
b. Net cash provided by noncapital financing activities	\$ 30,937	\$ 30,497	\$ 31,500	\$ 31,500
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Capital Contributed by Customers	\$ 76,104	\$ 15,999	\$ 18,000	\$ 18,000
Capital Contributions by Grantors (USDA)				
Capital Contributions by USDA (Tribe)	\$ 155,242	\$ 350,000	\$ 175,000	\$ 175,000
Capital Contributions by USDA (City)				
Capital Contributed from ARPA Grant	\$ 70,437			
Principal Reduction on Long Term Loans	\$ -			
Interest Paid on Long Term Loans	\$ (252,873)	\$ (266,744)	\$ (100,029)	\$ (100,029)
Capital Contributions by Grantors (USDA)				
USDA Sewer Project Revenue		\$ 8,500,000	\$ 12,500,000	\$ 12,500,000
USDA Sewer Project Costs		\$ (8,500,000)	\$ (12,500,000)	\$ (12,500,000)
Acquisition of Capital Assets	\$ (3,518,684)			
Proceeds from Interim Construction Loan	\$ -			
Advance from Water Fund				
USDA Loan Payment			\$ (253,284)	\$ (253,284)
c. Net cash used for capital and related financing activities	\$ (3,469,774)	\$ 99,255	\$ (160,313)	\$ (160,313)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest Income	\$ 2,558	\$ -	\$ -	\$ -
Return (Purchase) of Investments				
d. Net cash used in investing activities	\$ 2,558	\$ -	\$ -	\$ -
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	\$ (3,153,722)	\$ 464,122	\$ 224,325	\$ 224,325
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	\$ 12,493,791	\$ 9,340,069	\$ 9,958,108	\$ 9,958,108
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	\$ 9,340,069	\$ 9,804,191	\$ 10,182,433	\$ 10,182,433

CITY OF YERINGTON
(Local Government)
FUND: SEWER UTILITY FUND
SCHEDULE F-2 - STATEMENT OF CASH FLOWS

ALL EXISTING OR PROPOSED

- 1 - General Obligation Bonds
- 2 - G.O. Revenue Supported Bonds
- 3 - G.O. Special Assessment Bonds
- 4 - Revenue Bonds
- 5 - Medium-Term Financing

6 - Medium-Term Financing - L
7 - Capital Leases
8 - Special Assessment Bonds
9 - Mortgages
10 - Other (Specify Type)
11 - Proposed (Specify Type)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME OF BOND OR LOAN List and Subtotal By Fund	TYPE *	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2022	INTEREST PAYABLE	PRINCIPAL PAYABLE	TOTAL
FUND								\$	\$	\$
Water Int. Debentures*	5	3 Years	\$16,415,000	11/20	11/23	1.63%	\$16,415,000	\$100,029		\$100,029
Sewer Int. Debentures*	5	3 Years	\$16,415,000	11/20	11/23	1.63%	\$16,415,000	\$100,029		\$100,029
							\$	\$	\$	
							\$	\$	\$	
* The Interim Debentures will be redeemed by the USDA Rural Development with a 40 year loan upon substantial completion of both projects										
USDA Loan #91-14 - Water	10	40 Years	\$ 7,352,000.00	12/1/2023	10/1/2063	1.375	\$7,352,000.00	\$50,761.30	\$68,782.70	\$119,544.00
USDA Loan #92-11 - Sewer	10	40 Years	\$ 8,577,000.00	12/1/2023	10/1/2063	1.375	\$8,577,000.00	\$59,219.21	\$80,244.79	\$139,464.00
USDA Loan #91-15 - Water	10	40 Years	\$ 9,901,000.00	12/1/2023	10/1/2023	1.375	\$9,901,000.00	\$68,360.66	\$92,631.34	\$160,992.00
USDA Loan #92-13 - Sewer	10	40 Years	\$ 7,000,000.00	12/1/2023	10/1/2023	1.375	\$7,000,000.00	\$48,330.95	\$65,489.05	\$113,820.00
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
							\$	\$	\$	
TOTAL ALL DEBT SERVICE			\$32,830,000				\$32,830,000	\$426,730	\$307,147.88	\$733,878

SCHEDULE C-1 - INDEBTEDNESS

City of Yerington Budget Fiscal Year 23
(Local Government)

FORM 4404LGF

Last Revised 5/17/2023

Local Government: City of Yerington
Contact: Robert Switzer, City Manager
E-mail Address: manager@yerington.net
Daytime Telephone: (775) 463-3511

Line		Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2022-23	Proposed Expenditure FY 2023-24	Reason or need for contract:
1	None						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11	Total Proposed Expenditures						

Total Number of Privatization Contracts: 0

Attach additional sheets if necessary.

Budget Fiscal Year 2023-24

Daytime Telephone: (775) 463-3511

4

6	Total
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Schedule 32

LOBBYING EXPENSE ESTIMATE

Pursuant to NRS 354.600 (3), **each** (emphasis added) local government budget must contain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

Nevada Legislature: 83rd Session; February 6, 2023 to Jun 5, 2023

1. Activity:	<u>None</u>	
2. Funding Source:	<u></u>	
3. Transportation		\$ <u></u>
4. Lodging and meals		\$ <u></u>
5. Salaries and Wages		\$ <u></u>
6. Compensation to lobbyists		\$ <u></u>
7. Entertainment		\$ <u></u>
8. Supplies, equipment & facilities; other personnel and services spent in Carson City		\$ <u></u>
Total		\$ <u><u>-</u></u>

Entity: City of Yerington

Lobbying Expense Estimate

FY 23-24

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Schedule 30