



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 27th day of February 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 February 13, 2023.
5. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:
Checks 36500 through 36578 totaling \$297,851.24
6. **For Possible Action:** Discussion and Possible Action to consider a proposal from the Spragg-Woodcock Mutual Ditch Company to resolve payment for repairs to a culvert under Whitacre Street in the Arrowleaf subdivision. The Company is proposing a thirty-three (33) percent reduction (\$26,129.15) in the outstanding balance of \$79,179.25, minus \$22,755.00 already paid, leaving a balance of \$45,540.95 to be paid in five (5) annual installments of \$9,108.
7. **For Possible Action:** Discussion and Possible Action to approve a proposal from the City of Yerington for transfer of Booth-Parr baseball field to the Lyon County School District (LCSD). The proposal includes LCSD paying for survey work to establish the property boundaries; transfer of the property for \$1.00; the City pays for water and power service for twelve (12) months following a signed Memorandum-of-Understanding (MOU). LCSD will maintain the field and could add improvements as needed.
8. **For Possible Action:** Discussion and Possible Action to consider financial assistance for the Yerington Food Bank to move from its current location to one more compatible to its mission of food assistance to needy citizens. Healthy Communities Coalition will present a proposal for the Council’s review. Healthy Communities is asking for financial assistance of \$1,750.00/month for a two-year total of \$42,000.00 to relocate to a new facility.
9. **For Possible Action:** Discussion and Possible Action to approve an amendment to the current agreement with Walker River Irrigation District (WRID) for landscaping and water maintenance of the area around the City’s electronic sign and an adjacent area just south of the sign as a “micro” or

“pocket” park with a bench and planter to enhance the corner of Main Street and East Goldfield Avenue.

10. **For Possible Action:** Discussion and Possible Action to approve a Phase 2 construction project with the City’s water/sewer distribution lines to be funded by a USDA grant of \$6,000,000; a \$6,000,000 loan at 2.25%; and a cash contribution from the City of \$2,000,000. Approval would authorize the Mayor to sign all necessary documents.
11. **Public Comments** – No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken.
12. **No Action Will Be Taken** - Department Reports and City Manager Reports, with Possible Council Comments and Discussion Only, as follows:
 - A. City Attorney Report
 - B. Chief of Police Report
 - C. Public Works Director Report
 - D. Building Inspector Report
 - E. City Manager Report
 - F. City Clerk Report
 - G. Mayor and Council Comments

13. **Adjournment.**

Supporting material is available from City Clerk, Sheema D. Shaw, located at City Hall, 14 E. Goldfield Avenue, Yerington, NV 89447, (775) 463-3511 or go to www.yerington.net. 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 22nd day of February, 2023, in compliance with NRS 241.020.

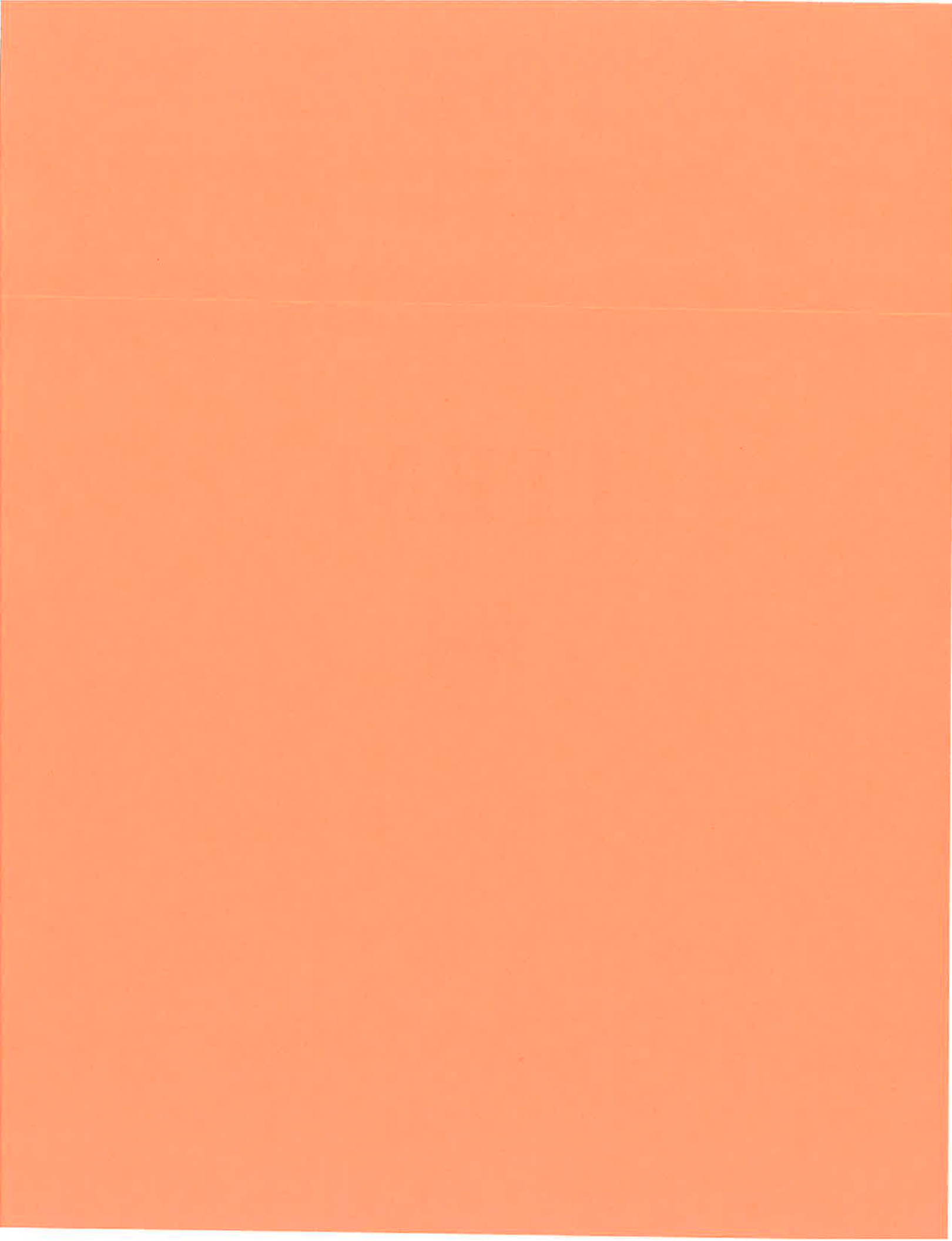


Sheema D. Shaw, City Clerk
City of Yerington

2-21-2023
Date

ITEM

#4



Yerington City Council Meeting
February 13, 2023 at 10:00 a.m. – City Hall

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

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

Absent: City Clerk Sheema D. Shaw and Councilman Shane Martin

Guests: Mr. Dave DeGrendele, Ms. Deb DeGrendele, Mr. David Ray, Mr. Rob Arigomi, Ms. Lori Phillips, and Ms. Mary Booher

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 Chief of Police Wagner.

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. Mayor Garry stated no objections were made at this time, the agenda was approved and the motion was approved unanimously.

Minutes

Mayor Garry stated the minutes from prior meeting dated January 23, 2023 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 January 23, 2023 were approved as presented and the motion was approved unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	01/17/2023	36402 through 36438
	01/24/2023	36439 through 36466
	01/30/2023	36475 through 36499

Payroll Checks	01/24/2023	36467 through 36472
Payroll Vouchers	01/24/2023	1262301 through 1262327
Transmittal Checks	01/24/2023	36473 through 36474
Transmittal Vouchers	01/24/2023	1242301

Mayor Garry stated the bills previously submitted for payment, checks 36402 through 36499 totaling \$1,241,439.38, and would be approved unless there were any objections or corrections. Mayor Garry stated no comments were made at this time and the bills previously submitted for payment were approved unanimously.

Approve a recommendation by the Yerington Planning Commission: Jim Snyder, on behalf of M & S Property is proposing a special use permit application with APN 001-451-03 to house up to 80 seasonal workers.

City Manager Switzer stated a special use permit application was submitted and the explanation of the agenda item was provided within the application. The seasonal workers are needed to help assist with agricultural needs.

Ms. Mary Booher was available to answer any questions and stated the housing is at the property, which is cost effective and requires a kitchen for that many workers. Councilman Pizzo asked on the type of housing that will be provided. Ms. Booher stated it is dormitory housing with access to a community room and a kitchen. Councilman Bryant asked if a time frame is available for how long the workers will be in Yerington. Ms. Booher stated the season usually runs from mid to late August until about the middle of May when the contract ends. Councilman Galvin asked if the special use permit application is to build a facility or will an existing building be used. Ms. Booher stated the old Marathon building will be used with the area in the back to be the housing portion for the seasonal workers.

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

Purchase five (5) Surface Pro laptops for the Mayor and Council Members for use at Council meetings in the amount of \$5,781.45. The costs will be allocated between General, Water and Sewer Funds.

City Manager Switzer stated a request was suggested from Council Members to use an electronic form for the packets at the City Council meetings. If the agenda item is approved, Surface Pros will be assigned to each Council Member and a training could also be held. A savings will show down the road by not printing the packets and only hard copies would be printed if they need to be signed.

Councilman Bryant stated meetings on zoom should also be on the agendas soon so the public could attend the meetings.

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

Repair the batting cage at Booth/Parr baseball field. The City has received a proposal from Tahoe Fence Co. Inc., Mound House, NV, with a cost of \$15,500.00. The batting case was damaged by the heavy snowfall earlier this year. The City has also filed a claim for damages with our insurance company at Booth/Parr, Pat Peeples and Buck Aiazzi fields. Costs for this project would be expended from ARPA Funds under Park Improvements (04-25-00-8095) which has a \$125,000.00-line item budget.

City Manager Switzer stated a quote was presented to a Council Member to repair the batting cages at Booth Parr Field. Public Works Director Flakus reported at the previous Council meeting of the damage to the batting cages. The City is seeking another competitive quote but the work would need to be completed fairly soon with the baseball season coming up.

Councilman Galvin asked where is the City at with transferring the Booth Parr Field to the Lyon County School District (LCSD). City Manager Switzer stated the City is still negotiating. Councilman Bryant suggested to move forward with the repair and stated he does not want this issue to hold up the transfer. The batting cages should also be taken down each year so the City does not have damages occurring yearly. Councilman Bryant suggested to leave the description open for the fencing company and maybe City staff or City Manager Switzer could have the discretion to choose the company.

Councilman Bryant made a motion to accept agenda item number eight approving up to \$15,500.00 and to leave the decision up to City Manager Switzer to select the fencing company at Booth/Parr field at his discretion, seconded by Councilman Galvin. Mayor Garry asked for comments. Mr. Dave DeGrendele stated the field is still owned by the City and he does not have good faith in a hand shake agreement with LCSD. Mayor Garry asked for comments, no further comments were made at this time and the motion was approved unanimously.

Approve a request by the Yerington Chamber of Commerce to host a "Big Wheel Tricycle" race event on July 4th of this year at Mountain View Park. The purpose of the event is to bridge the time span from activities by the Yerington Lions Club to the fireworks display later at night.

City Manager Switzer stated the Chamber of Commerce is hosting a family-oriented event sponsored by the Lions Club. There currently is a gap of time between the events at Mountain View Park and it is great they are willing to host an event like this. The event is an adult big wheel tricycle race on July 4th.

Councilman Bryant stated he is in favor of this event and the activities at the park for July 4th.

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 Re-Assignment of Lease for Airport Hangar #309 from Melvin Bowden to David E. Dean.

Mayor Garry stated the Re-Assignment of Lease for Airport Hangar #309 would be approved unless there were any objections or corrections. No objections were made at this time and the Re-Assignment of Lease for Airport Hangar #309 was approved unanimously.

Approve an additional appropriation of \$2,221.40 for the street repaving on Cartwright Avenue. The Council had previously approved an expenditure of \$25,822.00 for this project based on asphalt costs per square foot, but now have a firmer quote of \$3.85/sq. ft. The additional expenditure will be from RTC available funds.

City Manager Switzer stated City Council requested to add Cartwright Avenue for street repaving into the Water and Sewer Project. The City received a quote that was at the \$25,822.00 level which was already approved. A firmer quote was provided to the City with an additional amount of \$2,221.40 to complete the repaving of Cartwright Avenue. Councilman Galvin stated the work needs to be done.

Councilman Galvin made a motion to approve agenda item number eleven as presented, seconded by Councilman Pizzo. Mayor Garry asked for comments. Mr. Dave DeGrendele stated Cartwright Avenue is not the greatest street to begin with but Q&D Construction should be responsible for some of the cost to repave the street. Q&D Construction drove too much heavy equipment on the road which wasn't needed and made road conditions worse. Mayor Garry asked for comments, no further comments were made and the motion was approved as presented.

Appoint a representative to the Debt Management Commission and Regional Transportation Commission (RTC) upon the resignation of Rita Evasovic.

Mayor Garry requested for Councilman Martin to become the representative for the Debt Management Commission and the RTC Board and Councilman Martin accepted. Mayor Garry asked if Councilman Galvin could step up to be an alternate and Councilman Galvin agreed.

Councilman Bryant asked how often do the boards meet. City Manager Switzer stated the Debt Management Commission meets at least once a year and the RTC Board meets an average of about twice a year as well.

Mayor Garry stated appointing Councilman Martin to the Debt Management Commission and the RTC Board would be approved unless there were any objections or comments. Mayor Garry asked for comments, no comments were made and the motion

to appoint Councilman Martin to the Debt Management Commission and the RTC Board was approved unanimously.

Discussion on the Water/Sewer Project status including the condition of roads within the project area, why some streets were not temporarily paved and estimated time until completion.

City Manager Switzer stated he received a comment from a resident of why Pearl Street was not temporarily paved. The City would need to pay extra for that service which would result in an extra cost within the project and the decision was made by the City to not have that service completed. The estimated time of completion for the Water and Sewer Project is around early May of this year without any delays and the dates could change as we wrap up the project.

Mayor Garry stated he received some criticism against Q&D Construction from residents, but Q&D Construction has saved us with at least four emergencies during the project. A note of gratitude needs to be given to Q&D Construction for their hard work.

Councilman Bryant agrees with the decision not to temporarily pave Pearl Street and requested for Council to receive an update at least once a month on the Water and Sewer Project. City Manager Switzer stated an update could be provided once a month.

Councilman Galvin asked when is the deadline to complete the project. City Manager Switzer stated he believes within three years which would be September 2023. Councilman Bryant added most of the frustration from the community was ripping up the streets while the children are in school. Councilman Bryant requested an update on the extension of the additional funding from the United States Department of Agriculture (USDA). City Manager Switzer stated the City has a meeting scheduled with USDA to receive the total information on the additional funding. The USDA proposed a \$6,000,000.00 loan, a \$6,000,000.00 grant and the City will need to pay \$2,000,000.00 for the project. Councilman Galvin asked if the additional funding project would go back to bid. City Manager Switzer stated yes, a new bid needs to be received for the new project. Councilman Bryant asked if the City currently has two projects going out to bid, the USDA additional funding and the Kiss and Drop Project. City Manager Switzer stated yes. Mayor Garry added the City of Yerington received the most snow in twenty years, which is an unusual circumstance as well as the rock landslide in Wilson Canyon.

Public Participation

Mayor Garry asked for comments. Mr. Dave DeGrendele disagrees with Mayor Garry about the work that has been completed from Q&D Construction. Concrete work was supposed to be completed at his residence where the motor home is placed and Q&D Construction promised the work would be completed while they were away on vacation for three weeks but no work was completed. Q&D Construction brought on the delays and now they are an extra two weeks behind schedule because the City of Reno was more important and paid Q&D Construction more to complete their project.

Ms. Deb DeGrendele stated any of the complaints on the project are about the City roads, Q&D Construction left us with huge pot holes and the roads were left undrivable.

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

Department Reports

City Attorney Zumpft stated City Council directed a letter be sent to the Supreme Court for the case out of Las Vegas to join the amicus brief. City Attorney Zumpft contracted with Mr. Steve Silva with a recommendation given that if the City does pursue joining the amicus brief to describe the effects it will have on the City of Yerington. If City Council does decide to maintain the course, it is a significant undertaking for City Attorney Zumpft, which he does not mind taking but would not be cost effective for the City. The process should have started in November and City Attorney Zumpft requests a final confirmation in order to move forward. The coordination would require getting together with the Yerington Planning Commission, City Council and the City Manager. City Manager Switzer asked the estimated work hours on this process. City Attorney Zumpft stated he thought at first about forth to fifty hours, but now believes a lot more time is needed. City Manager Switzer stated the City needs to weigh whether this is appropriate at hand. Mayor Garry asked if the court has an open deadline to submit the documents. City Attorney Zumpft stated the Supreme Court is granting municipalities some slack but he will not take any further action until more direction is given by City Council.

Chief of Police Wagner stated the municipal codes need to gone through soon and updated. The two Tahoe's are almost ready, one Tahoe was taken to Sierra Electronics and is currently being built. A meeting needs to be held with City Manager Switzer and City Clerk Shaw to go over the K-9 Program and all the details. The City's policies and codes need to be updated to include the specifics of the K-9 Program as well. A sheriffs and police meeting was held and he attended the meeting. Wilson Canyon is now open from 5:00 a.m. through 8:00 a.m.

Public Works Director Flakus stated he attended a meeting with City Manager Switzer and Walker River Irrigation District (WRID) regarding a water issue. If raining and snowing continues, flooding issues will be present in the spring. Walker River Baseball as requested many upgrades to all of the fields. A Public Works Committee meeting should be held soon and Public Works Clerk Michele Larson will schedule the meeting and keep everyone updated. The Mountain View Park restroom should be here in about April and a location needs to be determined.

Building Official Brown stated an amount of \$1,390.50 was paid for building permits to the City.

City Manager Switzer stated a meeting with Mr. Jim Snyder with Sprague Ditch Company was held to help resolve the issue of the unpaid monies to the City. City Manager Switzer met with two pilots that are motivated to put an operation here at the

Airport. A conference at the University of Reno (UNR) took place on February 3rd and the 4th, which City Manager Switzer attended for sponsored, elected officials. The budget is currently in process but revenues will not be solidified with the amounts until those figures are received from the Department of Taxation.

Councilman Bryant thanked Chief of Police Wagner and the Yerington Police Department with the noticeable difference with the presence of the patrol cars in the community. Chief of Police Wagner stated he has more staff than ever and it is only going to get better. Councilman Bryant thanked Public Works Director Flakus and the Public Works crew and stated he appreciates his team.

Mayor Garry requested the Council Members who are sitting on any committees to please let City Council know when the meetings will be held so the public can be informed. Councilman Galvin requested a list of the committees they will be apart of. Mayor Garry stated February has a lot of history this month and to embrace all of it.

There being no further business, the meeting was adjourned.

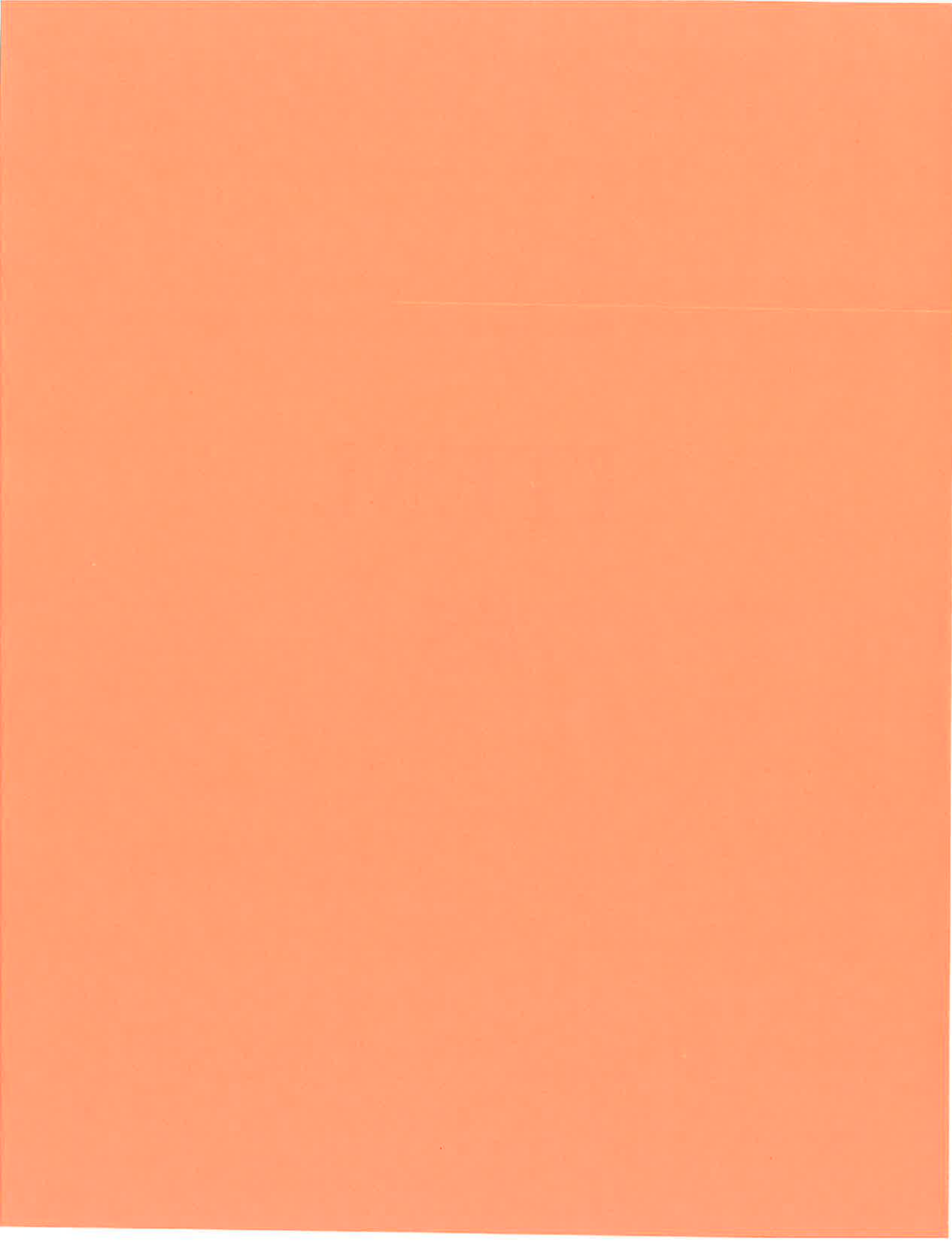
Mayor of the City of Yerington

ATTEST:

City Clerk of the City of Yerington

ITEM

#5



Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36501									
02/23	02/06/2023	36501	6686	ADAMS, JARROD	943202	UNIFORM - VEST	01-52-20-7022	958.62	958.62
Total 36501:									958.62
36502									
02/23	02/06/2023	36502	6278	CIGNA	3132862 - FE	MEDICAL - DEP	00-00-00-2023	21,821.48	21,821.48
Total 36502:									21,821.48
36503									
02/23	02/06/2023	36503	1232	D & S WASTE REMOVAL	230201390000	WASTE REMOVAL	02-54-25-7049	1,165.49	1,165.49
Total 36503:									1,165.49
36504									
02/23	02/06/2023	36504	1233	D AND M EMERGENCY SVC	7493	SERVICES/ REPAIRS	01-52-20-7044	40.00	40.00
Total 36504:									40.00
36505									
02/23	02/06/2023	36505	6400	FIRE EXTINGUISHER SERVICE CENT	21731	SERVICES	03-54-25-7011	480.00	480.00
Total 36505:									480.00
36506									
02/23	02/06/2023	36506	6400	FIRE EXTINGUISHER SERVICE CENT	21732	SERVICES	01-52-20-7043	205.00	205.00
Total 36506:									205.00
36507									
02/23	02/06/2023	36507	6400	FIRE EXTINGUISHER SERVICE CENT	14111S	SERVICES	03-54-25-7043	310.00	310.00
Total 36507:									310.00

CITY OF YERINGTON

Check Register - BIG Council report

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Check Issue Dates: 2/1/2023 - 2/13/2023

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36508									
02/23	02/06/2023	36508	2058	FRONTIER	012223CH	TELEPHONE	03-54-25-7033	441.28	441.28
02/23	02/06/2023	36508	2058	FRONTIER	012223FIRE	TELEPHONE	03-54-25-7033	194.33	194.33
02/23	02/06/2023	36508	2058	FRONTIER	012223PD	TELEPHONE	01-52-20-7033	432.57	432.57
Total 36508:									1,068.18
36509									
02/23	02/06/2023	36509	6670	HOOKER, REBECCA	20035304	REFUND CREDIT	00-00-00-1075	57.30	57.30
Total 36509:									57.30
36510									
02/23	02/06/2023	36510	2034	JIM MENESINI PETROLEUM, LLC	305126	PW- FUEL	02-54-25-7049	7,009.88	7,009.88
Total 36510:									7,009.88
36511									
02/23	02/06/2023	36511	2034	JIM MENESINI PETROLEUM, LLC	305127	PD, FUEL	01-52-20-7049	2,019.86	2,019.86
Total 36511:									2,019.86
36512									
02/23	02/06/2023	36512	1536	LAW OFFICES OF CHERI EMM-SMITH	JAN 2023	Judge Services	01-53-15-7131	2,250.91	2,250.91
Total 36512:									2,250.91
36513									
02/23	02/06/2023	36513	1566	LYON COUNTY CLERK TREASURER	NOV22RMTX	ROOM TAX REMITTALL	08-56-35-8081	706.56	706.56
Total 36513:									706.56
36514									
02/23	02/06/2023	36514	1566	LYON COUNTY CLERK TREASURER	DEC22RMTX	ROOM TAX REMITTALL	08-56-35-8081	151.59	151.59
Total 36514:									151.59
36515									
02/23	02/06/2023	36515	6305	MACLEOD WATTS, INC.	120822YERIN	SERVICES	03-54-25-7011	5,600.00	5,600.00

M = Manual Check, V = Void Check

Check Register - BIG Council report
Check Issue Dates: 2/1/2023 - 2/13/2023

CITY OF YERINGTON

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36515:									
36516									
02/23	02/06/2023	36516	1588	MARRACCINI PLUMBING	78043	SERVICES	01-53-15-7011	158.00	158.00
Total 36516:									
36517									
02/23	02/06/2023	36517	6610	MONROY DE NIZ, MARICELA	8 - JAN 2023	CLEANING SERVICES	08-14-27-8101	2,250.00	2,250.00
Total 36517:									
36518									
02/23	02/06/2023	36518	1698	NEVADA SHERIFFS & CHIEFS ASSN	1083	ANNUAL DUES	01-52-20-7018	250.00	250.00
Total 36518:									
36519									
02/23	02/06/2023	36519	1902	NV ENERGY	312572-0123	POWER	23-54-25-7033	293.39	293.39
02/23	02/06/2023	36519	1902	NV ENERGY	317493-0123	POWER	01-54-26-7033	43.83	43.83
02/23	02/06/2023	36519	1902	NV ENERGY	475438-0123	POWER	03-54-25-7033	5,569.16	5,569.16
02/23	02/06/2023	36519	1902	NV ENERGY	475453-0123	POWER	03-54-25-7033	2,787.23	2,787.23
02/23	02/06/2023	36519	1902	NV ENERGY	475469-0123	POWER	02-54-25-7033	838.58	838.58
02/23	02/06/2023	36519	1902	NV ENERGY	475499-0123	POWER	01-54-26-7033	3,440.81	3,440.81
02/23	02/06/2023	36519	1902	NV ENERGY	475616-0123	POWER	01-55-27-7033	2,034.78	2,034.78
02/23	02/06/2023	36519	1902	NV ENERGY	512345-0123	POWER	03-54-25-7033	106.88	106.88
02/23	02/06/2023	36519	1902	NV ENERGY	513290-0123	POWER	23-54-25-7033	154.59	154.59
02/23	02/06/2023	36519	1902	NV ENERGY	533954-01202	POWER	01-55-27-7033	362.47	362.47
02/23	02/06/2023	36519	1902	NV ENERGY	546699-0123	POWER	03-54-25-7033	136.20	136.20
Total 36519:									
								15,767.92	
36520									
02/23	02/06/2023	36520	6542	O'BRIEN, STEVE	50035001	REFUND CREDIT AND DE	02-00-00-2230	143.00	143.00
Total 36520:									
								143.00	

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 2/1/2023 - 2/13/2023Page: 4
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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36521									
02/23	02/06/2023	36521	1801	Q & D CONSTRUCTION	FICOM 5	FIBER COMMUNICATION	02-00-00-1580	24,711.40	24,711.40
Total 36521:									24,711.40
36522									
02/23	02/06/2023	36522	1961	STATE OF NV-DEPT OF TAX	NOV22RMTX	ROOM TAX TRANSMITTA	08-56-35-8080	90.95	90.95
Total 36522:									90.95
36523									
02/23	02/06/2023	36523	1961	STATE OF NV-DEPT OF TAX	DEC 22RMTX	ROOM TAX TRANSMITTA	08-56-35-8080	423.94	423.94
Total 36523:									423.94
36524									
02/23	02/06/2023	36524	2060	VERIZON WIRELESS	992589428	WIRELESS SERVICE	03-54-25-7033	642.69	642.69
Total 36524:									642.69
36525									
02/23	02/06/2023	36525	2060	VERIZON WIRELESS	9925915231	WIRELESS SERVICE	03-54-25-7033	1,116.29	1,116.29
Total 36525:									1,116.29
36526									
02/23	02/06/2023	36526	6450	WALTHER LAW OFFICES, PLLC	JAN 2023	ATTORNEY SERVICES	01-53-15-7031	2,000.00	2,000.00
Total 36526:									2,000.00
36527									
02/23	02/06/2023	36527	2094	WILD WEST CHEVROLET	5006837	SERVICES	01-52-20-7044	44.80	44.80
Total 36527:									44.80
36532									
02/23	02/13/2023	36532	1014	ACE HARDWARE	JAN 2023	SUPPLIES	03-54-25-7011	1,037.83	1,037.83

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 36532:									
								1,037.83	
36533									
02/23	02/13/2023	36533	1021	AFLAC	499601 JAN 2	AFLAC INSURANCE	00-00-00-2015	135.84	135.84
Total 36533:									
								135.84	
36534									
02/23	02/13/2023	36534	6244	ARELLANO HEATING & AIR	P1779	SERVICES	02-54-25-7011	400.00	400.00
02/23	02/13/2023	36534	6244	ARELLANO HEATING & AIR	P1819	SERVICES	03-54-25-7011	1,845.00	1,845.00
Total 36534:									
								2,245.00	
36535									
02/23	02/13/2023	36535	1031	ARIGONI, ROBERT	JAN 23 PC	Planning Commission	01-51-14-5113	25.00	25.00
Total 36535:									
								25.00	
36536									
02/23	02/13/2023	36536	6673	ARRIGHI, BLAKE & ASSOCIATES	BF 2102023	BACKFLOW REIMBURSE	08-14-27-8101	1,552.06	1,552.06
Total 36536:									
								1,552.06	
36537									
02/23	02/13/2023	36537	1868	AT & T LONG DISTANCE	0277808923	LONG DISTANCE	03-54-25-7033	2.16	2.16
02/23	02/13/2023	36537	1868	AT & T LONG DISTANCE	1177359858	LONG DISTANCE	03-54-25-7033	14.91	14.91
02/23	02/13/2023	36537	1868	AT & T LONG DISTANCE	2176180831	LONG DISTANCE	03-54-25-7033	1.92	1.92
Total 36537:									
								18.99	
36538									
02/23	02/13/2023	36538	1086	BODENSTEIN, ERIC	JAN 23 PC	Planning Commission	01-51-14-5113	25.00	25.00
Total 36538:									
								25.00	
36539									
02/23	02/13/2023	36539	6095	Bull, Elmer	JAN 23 PC	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 36539:									
36540	02/23	02/13/2023	36540	1146 CASELLE, INC.	122626	Support Contract	03-54-25-7011	1,756.00	1,756.00
Total 36540:									
36541	02/23	02/13/2023	36541	1230 CROWDER, TRAVIS	JAN 23 PC	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 36541:									
36542	02/23	02/13/2023	36542	1261 DESERT ENGINEERING	49549	SERVICES	03-54-25-7011	684.38	684.38
Total 36542:									
36543	02/23	02/13/2023	36543	1273 DOUGLAS, STEVE	JAN 23 PC	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 36543:									
36544	02/23	02/13/2023	36544	1324 DOWL, LLC	R4001.2235-2	PAPI & REIL REPLACEME	08-14-36-8089	4,555.00	4,555.00
Total 36544:									
36545	02/23	02/13/2023	36545	1324 DOWL, LLC	R4001.089.05-	GENERAL SERVICES	04-25-00-8095	2,660.50	2,660.50
Total 36545:									
36546	02/23	02/13/2023	36546	1345 FLIGHT LIGHT INC	128979R	REISSUE OF VOIDED CH	01-55-27-7043	25.82	25.82
Total 36546:									

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
36547	02/23	02/13/2023	36547	6270	FREEDOM MAILING SERVICES, INC	44647	UTILITY BILLS	03-54-25-7011	1,170.79
Total 36547:									1,170.79
36548	02/23	02/13/2023	36548	2058	FRONTIER	012423FIRE	TELEPHONE	03-54-25-7033	387.10
	02/23	02/13/2023	36548	2058	FRONTIER	020723AIR	TELEPHONE	01-55-27-7033	49.41
	02/23	02/13/2023	36548	2058	FRONTIER	12523PW2	TELEPHONE	03-54-25-7033	270.37
Total 36548:									706.88
36549	02/23	02/13/2023	36549	1633	GUARDIAN- DENTAL	MARCH 2023	DENTAL INSURANCE- RE	00-00-00-2023	1,564.34
Total 36549:									1,564.34
36550	02/23	02/13/2023	36550	1948	GUARDIAN- LIFE	MARCH 2023	HOSPITAL INS. - LIFE	00-00-00-2023	455.00
Total 36550:									455.00
36551	02/23	02/13/2023	36551	6660	HART, MOLLY	3071	REISSUE OF VOIDED CH	01-13-00-3115	45.00
Total 36551:									45.00
36552	02/23	02/13/2023	36552	6659	HIGHLAND PRODUCTS GROUP, LLC	310029488	BENCHES & PLANTERS	04-25-00-8095	40,935.00
Total 36552:									40,935.00
36553	02/23	02/13/2023	36553	2034	JIM MENESINI PETROLEUM, LLC	101442	PW- FUEL	02-54-25-7049	1,120.33
Total 36553:									1,120.33
36554	02/23	02/13/2023	36554	1566	LYON COUNTY CLERK TREASURER	W/C JAN 2023	W/C SEWER - INT	23-54-25-7002	8,838.81

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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 36554:									
36555	02/23	02/13/2023	36555	6674 MASON STATION	BF 21023	BACKFLOW REIMBURSE	08-14-27-8101	1,057.50	1,057.50
Total 36555:									
36556	02/23	02/13/2023	36556	1600 MASON VALLEY FIRE DISTRICT	FIRSTAID	FIRST AID TRAINING	01-52-20-7011	50.00	50.00
Total 36556:									
36557	02/23	02/13/2023	36557	6391 MASON VALLEY TIRE	1272023	SERVICES	03-54-25-7044	30.00	30.00
Total 36557:									
36558	02/23	02/13/2023	36558	1621 MCMASTER-CARR	91487191	EQUIPMENT	02-54-25-7011	718.46	718.46
Total 36558:									
36559	02/23	02/13/2023	36559	1642 MSC INDUSTRIAL SUPPLY CO.	75995536	EQUIPMENT	03-54-25-7011	698.00	698.00
02/23	02/13/2023	36559	1642 MSC INDUSTRIAL SUPPLY CO.	78887316	78887316	EQUIPMENT	03-54-25-7011	591.62	591.62
Total 36559:									
36560	02/23	02/13/2023	36560	1718 N O B O	106	ANNUAL MEMBERSHIPJ	01-57-25-7018	150.00	150.00
Total 36560:									
36561	02/23	02/13/2023	36561	1902 NV ENERGY	312895-0123	POWER	03-54-25-7033	1,438.06	1,438.06
02/23	02/13/2023	36561	1902 NV ENERGY	441484-0123	441484-0123	POWER	01-59-35-7033	100.19	100.19
02/23	02/13/2023	36561	1902 NV ENERGY	708659-0123	708659-0123	POWER	02-54-25-7033	40.99	40.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 36561:									
								1,579.24	
36562									
02/23	02/13/2023	36562	6524	OSI GLOBAL IT	INV-US94254	COMPUTER SWITCHES	03-54-25-7011	1,453.38	1,453.38
Total 36562:									
								1,453.38	
36563									
02/23	02/13/2023	36563	6671	PELAYO, ADRIAN	20062117	REFUND DEPOSIT	02-00-00-2230	61.16	61.16
Total 36563:									
								61.16	
36564									
02/23	02/13/2023	36564	1228	PHILLIPS, LORI	FEB TRAININ	Travel Reimbursement	03-54-25-7040	73.46	73.46
Total 36564:									
								73.46	
36565									
02/23	02/13/2023	36565	1795	PUBLIC EMP. BENEFITS PROGRAM	FEB 2023	POLICE- RETIREE INS. P	01-52-20-6110	1,151.23	1,151.23
Total 36565:									
								1,151.23	
36566									
02/23	02/13/2023	36566	1806	QUILL CORPORATION	30260255	OFFICE SUPPLIES	02-54-25-7011	32.88	32.88
Total 36566:									
								32.88	
36567									
02/23	02/13/2023	36567	6212	RALEY'S	JAN 2023	SUPPLIES	02-54-25-7011	77.48	77.48
Total 36567:									
								77.48	
36568									
02/23	02/13/2023	36568	6310	SHI INTERNATIONAL CORP.	B16440279	COMPUTER HARDWARE	01-52-20-7011	106.29	106.29
Total 36568:									
								106.29	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
36569									
02/23	02/13/2023	36569	1888	SIERRA CONTROLS, LLC	123417	SERVICES	03-54-25-7041	8,478.02	8,478.02
02/23	02/13/2023	36569	1888	SIERRA CONTROLS, LLC	123423	SERVICES	02-54-25-7041	11,291.52	11,291.52
02/23	02/13/2023	36569	1888	SIERRA CONTROLS, LLC	123424	SERVICES	02-54-25-7041	8,502.71	8,502.71
Total 36569:									28,272.25
36570									
02/23	02/13/2023	36570	1938	SOUTHWEST GAS CORP	12623CAL	UTILITIES	02-54-25-7033	1,040.80	1,040.80
02/23	02/13/2023	36570	1938	SOUTHWEST GAS CORP	12623GOLDP	UTILITIES	02-54-25-7033	1,571.30	1,571.30
02/23	02/13/2023	36570	1938	SOUTHWEST GAS CORP	12623GOLDP	UTILITIES	03-54-25-7033	796.04	796.04
02/23	02/13/2023	36570	1938	SOUTHWEST GAS CORP	12623TROW	UTILITIES	01-59-35-7033	453.39	453.39
02/23	02/13/2023	36570	1938	SOUTHWEST GAS CORP	12623TROW2	UTILITIES	02-54-25-7033	865.37	865.37
Total 36570:									4,726.90
36571									
02/23	02/13/2023	36571	6672	TAPCO	1745925	STREET SIGNS	04-25-00-8095	6,542.64	6,542.64
Total 36571:									6,542.64
36572									
02/23	02/13/2023	36572	1886	THATCHER COMPANY OF NEVADA, IN	202340011008	WATER TREATMENT PLA	02-54-25-7081	1,085.32	1,085.32
02/23	02/13/2023	36572	1886	THATCHER COMPANY OF NEVADA, IN	202340011008	WATER TREATMENT PLA	02-54-25-7081	4,577.75	4,577.75
Total 36572:									5,663.07
36573									
02/23	02/13/2023	36573	2026	TRUE VALUE	JAN 2023	SUPPLIES	02-54-25-7011	618.01	618.01
Total 36573:									618.01
36574									
02/23	02/13/2023	36574	2028	U.S. POSTAL SERVICE	21023	POSTAGE FOR MACHINE	03-54-25-7011	300.00	300.00
Total 36574:									300.00
36575									
02/23	02/13/2023	36575	2016	ULINE	159207732	SUPPLIES	02-54-25-7011	235.69	235.69

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
02/23	02/13/2023	36575	2016	ULINE	159287389	SUPPLIES	03-54-25-7011	242.71	242.71
Total 36575:									
36576	02/23	02/13/2023	36576	6675	VINTAGE CHARMS	BF 02102023	08-14-27-8101	925.00	925.00
Total 36576:									
36577	02/23	02/13/2023	36577	2088	WESTERN NEVADA SUPPLY	JAN 2023	03-54-25-7011	910.52	910.52
Total 36577:									
36578	02/23	02/13/2023	36578	2098	YERINGTON AUTO PARTS	JAN 2023	02-54-25-7044	4,109.35	4,109.35
Total 36578:									
Grand Totals:									
								4,109.35	
								221,453.27	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	140.38	.00	140.38
00-00-00-2015	135.84	.00	135.84
00-00-00-2023	23,840.82	.00	23,840.82
00-00-00-2200	.00	24,117.04	24,117.04
01-00-00-2200	.00	22,024.35	22,024.35
01-13-00-3115	45.00	.00	45.00
01-51-14-5113	125.00	.00	125.00
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	3,527.54	.00	3,527.54
01-51-14-7033	1,182.21	.00	1,182.21
01-51-14-7040	24.49	.00	24.49
01-51-14-7043	103.33	.00	103.33

CITY OF YERINGTON

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GL Account	Debit	Credit	Proof
01-51-14-7046	75.67	.00	75.67
01-52-20-6110	523.54	.00	523.54
01-52-20-7011	156.29	.00	156.29
01-52-20-7018	250.00	.00	250.00
01-52-20-7022	958.62	.00	958.62
01-52-20-7033	1,480.83	.00	1,480.83
01-52-20-7043	205.00	.00	205.00
01-52-20-7044	84.80	.00	84.80
01-52-20-7046	33.94	.00	33.94
01-52-20-7049	2,019.86	.00	2,019.86
01-53-15-7011	158.00	.00	158.00
01-53-15-7031	2,000.00	.00	2,000.00
01-53-15-7131	2,250.91	.00	2,250.91
01-54-26-7011	295.42	.00	295.42
01-54-26-7033	3,484.64	.00	3,484.64
01-55-27-7011	30.16	.00	30.16
01-55-27-7033	627.71	.00	627.71
01-55-27-7043	25.82	.00	25.82
01-56-35-7033	657.35	.00	657.35
01-56-35-7046	647.24	.00	647.24
01-57-25-7018	150.00	.00	150.00
01-59-35-7011	135.80	.00	135.80
01-59-35-7033	655.43	.00	655.43
02-00-00-1580	24,711.40	.00	24,711.40
02-00-00-2200	.00	77,355.05-	77,355.05-
02-00-00-2230	121.08	.00	121.08
02-54-25-6110	258.97	.00	258.97
02-54-25-7011	6,497.21	.00	6,497.21
02-54-25-7033	9,649.33	.00	9,649.33
02-54-25-7040	24.49	.00	24.49
02-54-25-7041	19,794.23	.00	19,794.23
02-54-25-7043	2,027.80	.00	2,027.80
02-54-25-7044	346.10	.00	346.10
02-54-25-7046	75.66	.00	75.66
02-54-25-7049	8,185.71	.00	8,185.71
02-54-25-7061	5,663.07	.00	5,663.07
03-00-00-2200	.00	27,197.30-	27,197.30-
03-54-25-6110	258.97	.00	258.97
03-54-25-7011	10,119.73	.00	10,119.73
03-54-25-7033	7,441.61	.00	7,441.61

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
03-54-25-7040	24.48	.00	24.48
03-54-25-7041	8,478.02	.00	8,478.02
03-54-25-7043	468.73	.00	468.73
03-54-25-7044	128.28	.00	128.28
03-54-25-7046	277.48	.00	277.48
04-00-00-2200	.00	49,760.14	49,760.14
04-25-00-8095	49,760.14	.00	49,760.14
08-00-00-2200	.00	11,712.60	11,712.60
08-14-27-8101	5,559.56	.00	5,559.56
08-14-27-8103	225.00	.00	225.00
08-14-36-8089	4,555.00	.00	4,555.00
08-56-35-8080	514.89	.00	514.89
08-56-35-8081	858.15	.00	858.15
22-00-00-2200	.00	4,971.00	4,971.00
22-54-25-7002	4,971.00	.00	4,971.00
23-00-00-2200	.00	4,315.79	4,315.79
23-54-25-7002	3,867.81	.00	3,867.81
23-54-25-7033	447.98	.00	447.98
Grand Totals:	221,453.27	221,453.27	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

Includes unprinted checks

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

Includes unprinted checks

26,995.54

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

ITEM

#6



Spragg-Woodcock Mutual Ditch Company
PO Box 550
Yerington, NV 89447

Proposal for the Yerington City Council

On March 3, 2021, a fire was started in the Spragg-Woodcock ditch to clear out weeds. That action caused the culvert and the street above located at South Whitacre Street to be damaged. The Spragg-Woodcock Mutual Ditch Company sought to engage its own licensed contractor to affect the required repairs to the culvert and roadway. Due to an apparent breakdown in communication, the city proceeded, without further consultation with the ditch company, to direct its own contractor, Q and D, to complete the repairs to the damaged culvert, roadway, and sidewalk. The final cost billed to the ditch company was \$101,934.25.

The ditch company submitted a claim to its insurance company, and that claim was denied.

To date, the ditch company has paid \$22,755.00 against this invoice.

The Spragg-Woodcock Mutual Ditch Company is a small, private, not-for-profit ditch company with very limited resources and an annual budget, most years, of under \$20,000.

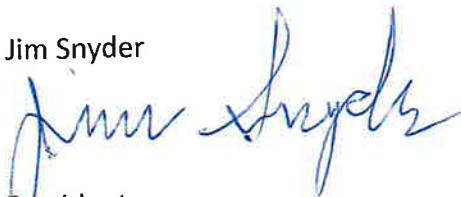
The Spragg-Woodcock Mutual Ditch Company proposes the following actions by the Yerington City Council to resolve this matter:

The total amount of the invoice would be reduced by 33% leaving a balance of \$68,295.95 less the \$22,755.00 already paid for a total balance owed of \$45,540.95. The ditch company would pledge payments of \$9,108 per year for five years, with no interest charged on the balanced owed.

We hope you will consider carefully this proposal. We sincerely appreciate your cooperation in this matter.

Thank you.

Jim Snyder



President
Spragg-Woodcock Mutual Ditch Company



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

STAFF MEMO

February 22, 2023

RE: Proposal by Spragg & Wood Mutual Ditch Company

BACKGROUND:

On March 3, 2021, an employee of Spragg & Woodcock Mutual Ditch Company was burning weeds in or around a culvert under S. Whitacre Street in the ArrowLeaf subdivision. During the burning operation, the plastic culvert pipe caught fire and was damaged as a result of that action. After the fire/burning was mitigated, the City called out its contract engineers to assess the viability/integrity of the roadway which serves several residents in the subdivision. The assessment is indicated below:

Bob,

TJ and Toby (Farr West Engineering) examined the culvert on S Whitacre to assess the damage following the fire. The culvert is a 48" corrugated HDPE culvert with an actual outside diameter of 51". This culvert passes flows along the Spragg Woodcock WRID ditch. No water is currently flowing in the ditch but water remains from fire-fighting. Approximately 2' of cover exists from the asphalt surface to the top of pipe. The asphalt along the pipe center line is cracked. See attached photo 3. The extent of the damage is unknown. The culvert continues from the west through two manholes before it daylight again east of the roadway some distance away. Evidence of at least smoke was seen in the first manhole as well as unburned weeds.

The fire damage resulted in complete destruction of the western most portion of the pipe which includes the west side of the roadway. The portion of the pipe beneath the eastern side of the road was also damaged but not as heavily. See attached photos 1 and 2. It is our collective opinion that the roadway is not currently safe, especially the western side of the road. Q&D plans to provide steel trench plates to span the culvert and allow traffic on the eastern side of the roadway only. Thank you Toby. I spoke with Jay who will coordinate signage and cones to close the west side of the roadway. The steel plates are approximately the same width of the culvert so we recommended that heavy traffic (garbage trucks, delivery trucks, etc.) be restricted from crossing the plates. Police are currently blocking the road until the closure can be established and traffic can cross safely.

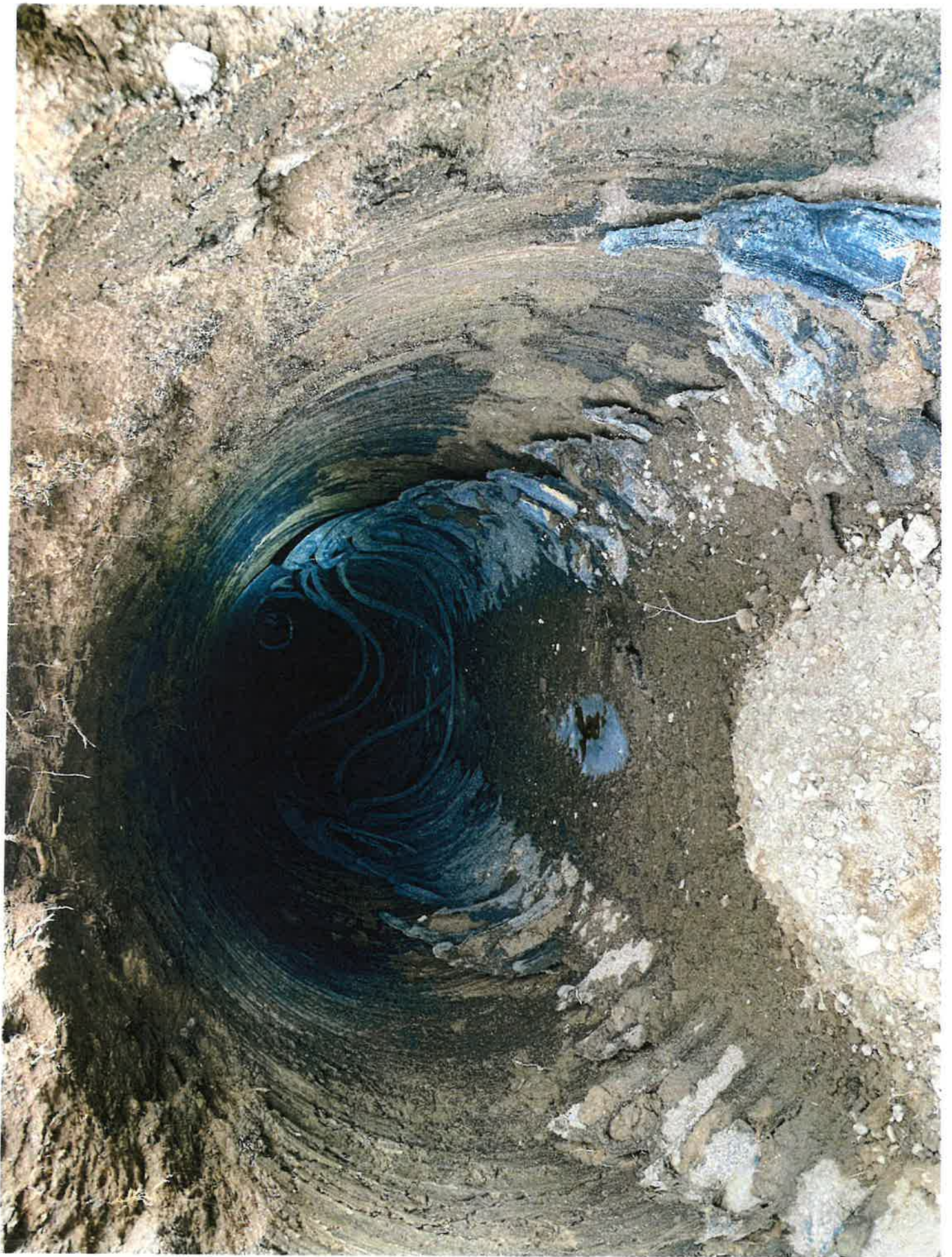
Due to the impending irrigation season, Spragg & Woodcock installed a temporary sleeve inside to the burned pipe to provide irrigation flow to adjacent fields. The City utilized steel plates to provide safe

passage of light traffic on the eastern side of Whitacre until the pipe could be replaced while the western side of the street was blocked due potential structural integrity.

The City met with representatives of the Ditch Company on March 4, 2021, to discuss a plan of action addressing the emergency. During the discussion, the City reiterated its position that nothing less than an engineered solution would suffice as the City would be liable for any future failures/issues of the road system for decades to come. Spragg expressed a desire to hire its own company to complete the repairs after the irrigation season, while the City still maintained that the work be completed by a licensed contractor to engineering specifications. From this point, the repairs were on hold during the irrigation season. The City also initiated an insurance claim for the incident and both the City's and Spragg's insurance companies were contacted about the potential claim.

During the interim, the City obtained quotes from Q&D Construction and Desert Engineering, and reached out to Prime West Construction which did not respond. Additionally, the City was expecting information from Spragg on their selection of a contractor. Meanwhile, Desert Engineering did not have a responsive bid and the City never heard from Spragg. On at least two separate occasions in the month of July 2021, Corby Van Druff from Spragg's insurance company, contacted the City's public works director and city manager as to the status of repairs because attempts to contact representatives from the ditch company were unsuccessful. The repair work was substantially completed in December 2021 with the exception of repaving and concrete work which would be completed by Q&D as part of the ongoing water/sewer project.











14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
01/13/2023	1

PAST DUE AFTER
02/12/2023

AMOUNT DUE
79,179.25

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$
AMOUNT ENCLOSED

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

RETURN THIS PORTION WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT PLEASE CALL 775-463-3511

CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. CUSTOMER NAME
50.000350 SPRAGUE DITCH COMPANY

BILLING DATE
01/13/2023

PAYMENT DUE
02/12/2023

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			98,999.25
10/11/2022 01/13/2023	1 77023988	A/R Payments CULVERT DAMAGE INSPECTION	.00 180.00	20,000.00 - .00	78,999.25 79,179.25
pd 10/11/22					
Balance Due					<u>79,179.25</u>

**PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS**



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
09/29/22	1

PAST DUE AFTER
10/29/2022

AMOUNT DUE
98,999.25

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$
AMOUNT ENCLOSED

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

RETURN THIS PORTION WITH YOUR PAYMENT

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CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. 50.000350
CUSTOMER NAME SPRAGUE DITCH COMPANY

BILLING DATE
07/01/2022

PAYMENT DUE
07/31/2022

Date	Reference	Description	Charge	Credit	Balance
07/01/2022	77023925	Balance Forward			90,250.00
		FARR WEST ENGINEERING - TRENC	8,749.25	.00	98,999.25
		<u>3rd Notice</u>			
Balance Due					98,999.25

PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
07/01/2022	1

PAST DUE AFTER
07/31/2022

AMOUNT DUE
98,999.25

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$
AMOUNT ENCLOSED

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

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CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. 50.000350
CUSTOMER NAME SPRAGUE DITCH COMPANY

BILLING DATE
07/01/2022

PAYMENT DUE
07/31/2022

Date	Reference	Description	Charge	Credit	Balance
07/01/2022	77023925	Balance Forward			90,250.00
		FARR WEST ENGINEERING - TRENC	8,749.25	.00	98,999.25
Balance Due					98,999.25

PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
05/06/2022	1

PAST DUE AFTER

06/06/2022

AMOUNT DUE

90,250.00

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$

AMOUNT ENCLOSED

Attention to: JIM SNYDER

CUSTOMER NO. 50.000350

RETURN THIS PORTION WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT PLEASE CALL 775-463-3511

CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. 50.000350
CUSTOMER NAME SPRAGUE DITCH COMPANY

BILLING DATE
07/22/2022

PAYMENT DUE
06/06/2022

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			65,779.10
05/06/2022	77023920	MOBILIZATION, STORM DRAIN & HEA	24,470.90	.00	90,250.00
		SECOND NOTICE			

**PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS**

Balance Due 90,250.00



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
04/27/2022	1

PAST DUE AFTER

05/27/2022

AMOUNT DUE

65,779.10

\$

AMOUNT ENCLOSED

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

RETURN THIS PORTION WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT PLEASE CALL 775-463-3511

CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. 50.000350
CUSTOMER NAME SPRAGUE DITCH COMPANY

BILLING DATE
07/22/2022

PAYMENT DUE
05/27/2022

Date	Reference	Description	Charge	Credit	Balance
					2,755.00
04/22/2022	1	Balance Forward			
04/27/2022	77023919	A/R Payments	.00	2,755.00 -	.00
		MOBILIZATION, STORM DRAIN AND H	65,779.10	.00	65,779.10
SECOND NOTICE					
Balance Due					65,779.10

PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
04/27/2022	1

PAST DUE AFTER
05/27/2022

AMOUNT DUE
65,779.10

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$
AMOUNT ENCLOSED

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

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CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. 50.000350
CUSTOMER NAME SPRAGUE DITCH COMPANY

BILLING DATE
04/26/2022

PAYMENT DUE
05/27/2022

Date	Reference	Description	Charge	Credit	Balance
04/22/2022	1	Balance Forward			2,755.00
04/27/2022	77023919	A/R Payments MOBILIZATION, STORM DRAIN AND H	.00 65,779.10	2,755.00 - .00	.00 65,779.10
Balance Due					<u>65,779.10</u>

**PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS**



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
02/25/2022	1

PAST DUE AFTER
03/25/2022

AMOUNT DUE
2,755.00

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$

AMOUNT ENCLOSED

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

RETURN THIS PORTION WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT PLEASE CALL 775-463-3511

CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO. 50.000350
CUSTOMER NAME SPRAGUE DITCH COMPANY

BILLING DATE
02/25/2022

PAYMENT DUE
03/25/2022

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			1,695.00
02/25/2022	77023911	Void - Water Labor	.00	1,695.00 -	.00
02/25/2022	77023912	Pothole and Construction Prep.	295.00	.00	295.00
02/25/2022	77023913	Construction Management and Observat	1,695.00	.00	1,990.00
02/25/2022	77023914	Construction Management and Observat	765.00	.00	2,755.00

**PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS**

Balance Due 2,755.00

paid
on 4/22/22



14 E GOLDFIELD AVENUE
YERINGTON NV 89447
PHONE: 775-463-3511

STATEMENT

Date	Page
02/23/2022	1

PAST DUE AFTER
03/23/2022

AMOUNT DUE
1,695.00

Bill To: SPRAGUE DITCH COMPANY
P.O BOX 550
YERINGTON NEVADA 89447

\$
AMOUNT ENCLOSED

Attention to: JIM SNYDER
CUSTOMER NO. 50.000350

RETURN THIS PORTION WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT PLEASE CALL 775-463-3511

CITY OF YERINGTON
14 E GOLDFIELD AVENUE
YERINGTON NV 89447

CUSTOMER NO.
50.000350

CUSTOMER NAME
SPRAGUE DITCH COMPANY

BILLING DATE
02/23/2022

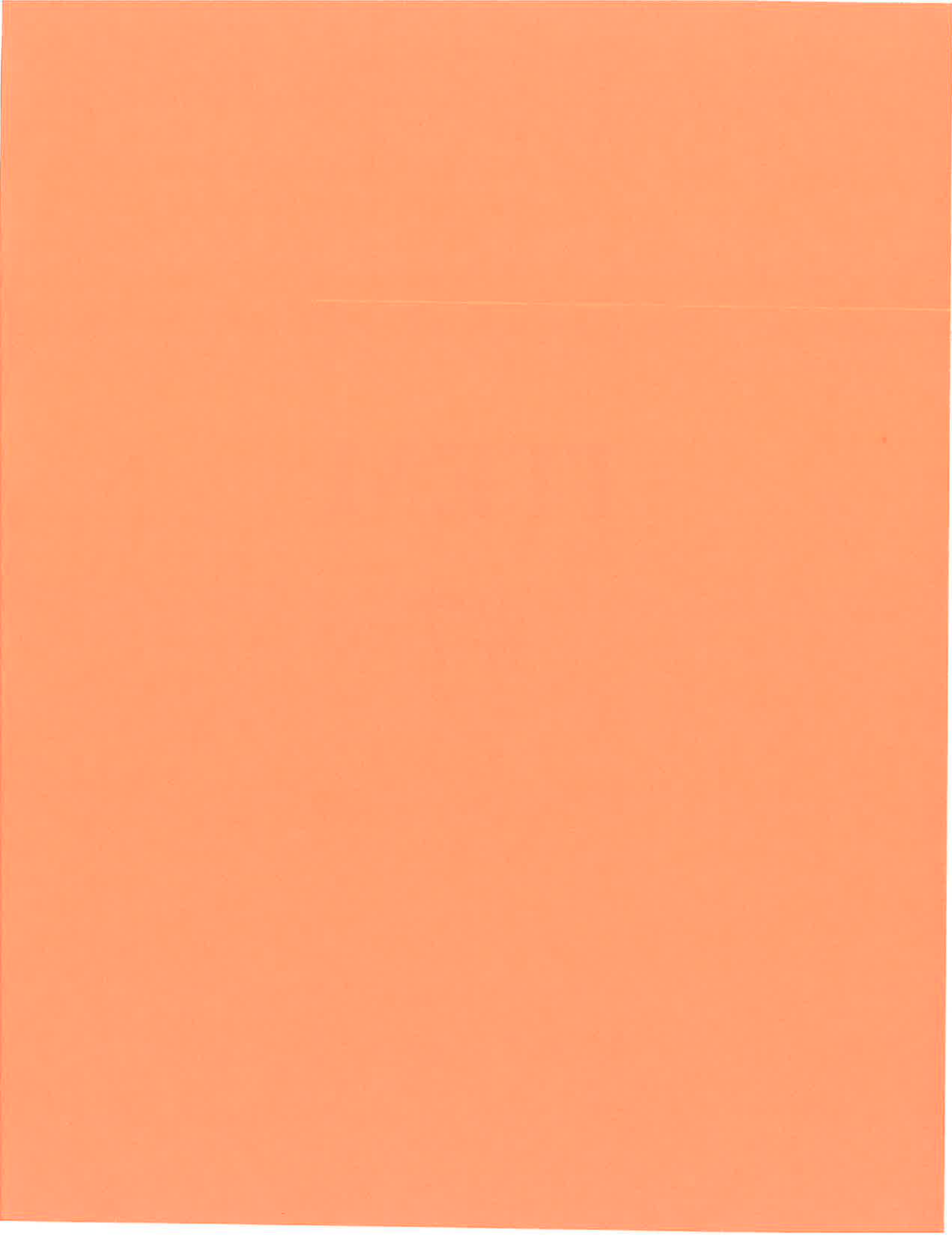
PAYMENT DUE
03/23/2022

Date	Reference	Description	Charge	Credit	Balance
02/23/2022	77023911	Balance Forward Water Labor Voided on 2/25/22 by Lm Due to more Invoices needed to be included.	1,695.00	.00	1,695.00
Balance Due					1,695.00

**PLEASE NOTE ANY CHANGES TO
BUSINESS NAME OR ADDRESS**

ITEM

#7





Robert Switzer <manager@yerington.net>

Booth Parr Energy Costs

1 message

Thu, Feb 16, 2023 at 12:50 PM

Robert Switzer <manager@yerington.net>

To: Harman Bains <hbains@lyoncsd.org>, Jay Flakus <jayf@yerington.net>, Sheema Shaw <sheema@yerington.net>, John Garry <jgarry@yerington.net>

Harman,

- 1) I have attached copies of NV Energy costs for Booth Parr for the calendar year 2022. There are a total of three meters that service the field.
- 2) Gathering data for the water usage is proving to be more difficult as we never established an account number for the meter at the field and did not read it every month. In the past, we turned the water on starting in April and shut it down through October, seven months total. If we were to look at usage and costs for the HS football field as somewhat of a comparison, we find that the total cost of water service last year was \$10,576.87 which reflected about eight months of watering according to our billing to the school district.
- 3) I plan to bring this item to the Council at its next meeting on 2/27. If the proposal passes, we can forward to you for consideration with your board.

Proposal:

LCSD will fund survey of property lines

City will transfer the field to LCSD for \$1

City will pay power and water utility costs for 12 months after a signed agreement

Regards,

Robert Switzer, MBA, MPA

City Manager

City of Yerington

14 East Goldfield Avenue

Yerington, NV 89447

775-463-3511 (City Hall)

775-431-4534 (Mobile)



NVENERGY -BILLS BOOTH PARR 2022.xlsx

11K

NV ENERGY USAGE REPORT: PREMISE # 475499 : (401 N.)

MONTH	YEAR	AMOUNT
JANUARY	2022	\$53.68
FEBRUARY	2022	\$37.61
MARCH	2022	\$49.68
APRIL	2022	\$50.17
MAY	2022	\$63.49
JUNE	2022	\$80.58
JULY	2022	\$50.34
AUGUST	2022	\$41.96
SEPTEMBER	2022	\$71.23
OCTOBER	2022	\$127.77
NOVEMBER	2022	\$42.87
DECEMBER	2022	\$47.51

\$716.89

NV ENERGY USAGE REPORT: PREMISE # 475469 : (405 N.)

MONTH	YEAR	AMOUNT
JANUARY	2022	\$57.68
FEBRUARY	2022	\$37.61
MARCH	2022	\$49.68
APRIL	2022	\$50.42
MAY	2022	\$67.76
JUNE	2022	\$84.85
JULY	2022	\$54.52
AUGUST	2022	\$37.78

SEPTEMBER	2022	\$87.95
OCTOBER	2022	\$119.88
NOVEMBER	2022	\$42.87
DECEMBER	2022	\$52.14

\$743.14

NV ENERGY USAGE REPORT: PREMISE # 475469 :(405 N. OI

<i>MONTH</i>	<i>YEAR</i>	<i>AMOUNT</i>
JANUARY	2022	\$37.68
FEBRUARY	2022	\$41.62
MARCH	2022	\$56.60
APRIL	2022	\$54.96
MAY	2022	\$40.44
JUNE	2022	\$57.51
JULY	2022	\$57.29
AUGUST	2022	\$56.50
SEPTEMBER	2022	\$56.60
OCTOBER	2022	\$57.28
NOVEMBER	2022	\$56.32
DECEMBER	2022	\$52.26

\$625.06

NV ENERGY USAGE REPORT: PREMISE # 475499 : (401 N.)

MONTH	YEAR	AMOUNT
JANUARY	2022	\$53.68
FEBRUARY	2022	\$37.61
MARCH	2022	\$49.68
APRIL	2022	\$50.17
MAY	2022	\$63.49
JUNE	2022	\$80.58
JULY	2022	\$50.34
AUGUST	2022	\$41.96
SEPTEMBER	2022	\$71.23
OCTOBER	2022	\$127.77
NOVEMBER	2022	\$42.87
DECEMBER	2022	\$47.51

\$716.89

NV ENERGY USAGE REPORT: PREMISE # 475469 : (405 N.)

MONTH	YEAR	AMOUNT
JANUARY	2022	\$57.68
FEBRUARY	2022	\$37.61
MARCH	2022	\$49.68
APRIL	2022	\$50.42
MAY	2022	\$67.76
JUNE	2022	\$84.85
JULY	2022	\$54.52
AUGUST	2022	\$37.78

ITEM

#8





City of Yerington,

Healthy Communities Coalition of Lyon and Storey Counties have operated the Yerington Food Pantry since 2017, working from the 100+ year old building generously provided by Cheryl Giomi with no rental fees. The building has required multiple fixes over the years which HCC has worked diligently to provide band aid repairs, utilizing volunteers, donations and general funds to do our best to make repairs as necessary. The recent extreme weather has made the building un-operational due to the need of a new roof. We experienced extensive flooding as well as mold in multiple places. With the safety of our volunteers, staff, and community members at risk, we had no choice but to end services provided out of the building. LCHS has generously stepped up to provide space in their parking lot for HCC to provide a temporary drive-through distribution to ensure there is little to no gap in providing food boxes to families.

Our staff and volunteers transport food and pre-made food boxes to the Yerington Senior Center parking lot and serve approximately 260 families per week. We are continually working with LCHS staff to ensure traffic is mitigated as much as possible, as we realize the additional traffic can be burdensome to those utilizing the Senior Center.

Your Yerington food pantry has become a hub for services and has the makings of a "One Stop Shop" located in a large geographic area without public transportation. HCC has made accessible and convenient, through multi-sector collaboration that was already established, the following services for the most impacted part of the community: behavioral health services, vaccinations, volunteer-to-employee training, preventative care and food security, education in one spot, and the food pantry. The pantry also currently houses Community Health Workers who serve as resource connections and supports for wrap-around services in addition to providing not only food, but healthy options and encouragement to choose a healthy diet.

Our need is immediate. Volunteers, staff, partners and HCC Board members have been reaching out community-wide to ask for help with solutions to our current challenges. A building has been identified to house the food pantry, with ample room for storage, parking and space to serve. We are asking for assistance to cover rent/utilities for a span of two years as we continue to work on long-term solutions, such as securing grant funds and/or a loan to purchase a building to house the pantry, as well as continued efforts in searching for donations of funds and/or space.

The Ask:

- Funds to cover costs of rent and utilities to the Yerington Food Pantry for two years (\$1,750 per month) at \$42,000.00

Sincerely,

Wendy Madson
Executive Director
Healthy Communities Coalition

Healthy Communities Coalition of Lyon and Storey Counties

PO Box 517 · Dayton, NV 89403 ·

Phone: 775-246-7550 · FAX: 775-246-7553

Website: www.healthycomm.org · Coalition e-mail: info@healthycomm.org

620 Lake Avenue
Silver Springs NV, 89429



Fax: 775-577-5093
Phone: 775-577-5009

HUMAN SERVICES

February 21, 2023

Yerington City Council,

Lyon County Human Services (LCHS) is writing in support of Healthy Communities Coalition of Lyon and Storey Counties' (HCC) request for funding assistance through the City of Yerington to ensure a physical location for the Yerington Food Pantry (Agenda item #8 on 2/27/23).

Having access to nutritious food is an individual's most basic need. For our youngest community members it makes a significant difference in their ability to be successful. For our seniors a lack of nutritious foods can make a significant impact to their health. In today's economic climate families and seniors are having to make difficult budgetary decisions which frequently leads to cutting meals and food sources.

LCHS works to ensure that those in Lyon County can access healthy meals through our WIC and Senior Services programs, but these programs are not enough. We applaud Healthy Communities commitment to improving accessibility to food in Yerington. It truly takes a village and multiple agencies working together to ensure our community members are supported. The current request would allow for a continuation of efforts in helping Yerington citizens access a reliable food outlet.

LCHS and HCC have had a successful partnership for many years. We have worked together on a variety of projects to help make Lyon County and the City of Yerington a healthier, safer place to live.

Thank you for this opportunity to express our support.



Shayla Holmes, Director



"To enhance the well-being of individuals and families across the lifespan"

ITEM

#9



Addendum to Lease

This Addendum to Lease is entered into on _____, 2023 by between the Walker River Irrigation District ("District") and City of Yerington ("City").

RECITALS:

- A. City and District entered into a lease agreement on August 24, 2021 (the Lease").
- B. Pursuant to the Lease, City leases certain real property located at the corner of Main Street and East Goldfield Avenue as specifically described in the Lease (the "Premises"). City has constructed and placed an electric sign on the Premises in accordance with the terms of the Lease.
- C. In connection with its electric sign, City desires to make certain landscape, irrigation, and decorative improvements to and in accordance with the plans attached hereto as Exhibit A (the "Main/Goldfield Beautification Project").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to Article 6 of the Lease, District grants City permission to install, construction, and maintain irrigation system(s), seating, a waste receptacle, decorative lighting, and landscape foliage for the Main/Goldfield Beautification Project as described in Exhibit A attached hereto.
2. The Main/Goldfield Beautification Project shall be considered part of the Premises under the Lease, and all of City's obligations under that Lease including, but not limited to, insurance and indemnification shall apply thereto.
3. City shall be financially responsible for all aspects of the Main/Goldfield Beautification Project, including but not limited to the construction, installation, maintenance, and repair of all irrigation system(s), seating structures, waste receptacles, decorative lighting, landscape foliage, and any and all other improvements.
4. City will work with District to prorate and pay for all utility service costs made necessary as a result of the Main/Goldfield Beautification Project.
5. Except as expressly modified herein, the Lease shall remain in full force and effect, and the parties shall be bound by all of the terms and conditions thereof and hereof.
6. This Addendum to Lease may be entered into in more than one counterpart, each of which shall be deemed an original when executed, and which together shall constitute

but one and the same Addendum. Each party may rely on facsimile and PDF signature pages as if such facsimile and PDF pages were originals.

District and City have duly executed this Addendum to Lease Agreement as of the date and year written above.

Walker River Irrigation District

By: _____

Its: _____

ATTEST:

Secretary

City of Yerington

By: _____

Its: _____

ATTEST:

Clerk

LEASE

This Lease, dated the 8th day of August, 2011, is by and between Walker River Irrigation District ("Lessor") and the City of Yerington ("Lessee").

RECITALS:

A. Lessor owns certain real property located in Yerington, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated by referenced and made a part hereof, together with all rights privileges, easements, and appurtenances to the real property (the "Premises"). Lessor represents that it owns good and marketable title to the Premises subject only to deeds of trust of record.

B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Premises, upon and subject to the provisions of this Lease (the "Lease").

Now, therefore, the parties agree as follows:

1. Lease of Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, as depicted in exhibit A, upon and subject to the provisions of this Lease. Lessee has inspected the property and by the execution of this Lease, accepts the same in its present condition.

2. Term.

2.1. Initial Term. The initial term shall be for a period of five (5) years and shall begin on the ____ day of _____, 2011, and unless terminated or extended, shall end on the ____ day of _____.

2.2. Option to Extend. Lessor grants to Lessee, subject to notice requirements and conditions set forth in Section 2.3, the option to extend the term for five (5) years. All the provisions of this Lease, including without limitation the provisions of Section 3, shall apply during each extended term or terms.

2.3. Exercise of Extension Option. Each option to extend the term must be exercised by Lessee giving written notice of the exercise of each option to Lessor, not more than one hundred and twenty (120) days nor less than sixty (60) days before the expiration of the then existing term. The Lessee shall in no event be entitled to extend the then existing term, even though notice shall be timely given, unless Lessee shall have timely performed all its obligations under this Lease, and shall not be in default in the performance of any provision of this Lease, both on the date of the notice and on the date of expiration of the then existing term and all prior options shall have been exercised. The term, including the initial term of five (5) years and all extension periods, shall not

exceed the maximum term of _____, ending on the _____ day of _____, 20____.

3. **Rent.**

3.1. **Rent.** Lessee shall pay to Lessor as rent, in lawful money of the United States, the sum of One Dollar per year. Rent for the full term of this lease shall be Five Dollars, due and payable in advance upon execution of this Lease. Rent shall be payable to Lessor at the address set forth in Section 17, or such other place as Lessor may designate in writing.

4. **Taxes and Utilities.**

4.1. **Utilities.** Except as provided herein, Lessee shall fully and promptly pay all charges for light, electricity, and any other utility and services to the Sign and all other costs and expenses of every kind whatsoever of, or in connection with the use, operation and maintenance of the Premises, and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof. Lessee will further pay all charges for special equipment hook-ups, including electrical lines relative to the Lessee's use of the Premises.

5. **Use and Possession.**

5.1. **Permitted Uses.** Lessee shall have the right to use the Premises for the following uses and no other:

Installation and maintenance of an outdoor reader board sign (the "Sign") for the purpose of posting community service announcements, non-profit events benefiting the community, announcements promoting community health and safety and other non-commercial messages intended to benefit the community.

The Sign must comply with the design and specifications described in exhibit B, attached hereto.

5.2. **Compliance with Requirements.** Lessee will, within **Thirty days (30)** of the execution of this lease, contract with Signtronix to purchase the Sign as set forth in exhibit B. Lessee shall provide evidence of contract to Lessor within five (5) days of execution of contract. Thereafter and upon receipt of the Sign, (not to exceed ninety (90) days) shall promptly install, operate and maintain the Sign in a workman like manner. The Lessee shall comply with all permits, licenses, and other authorizations required for the use of the Premises and for the lawful construction, operation, maintenance, and repair of equipment or improvements placed on the Premises. Lessor will join in the application for any permit or authorization with respect to any legal requirements if such joinder is necessary.

5.3. Laws; Waste and Nuisance Prohibited. Lessee shall not violate nor will it permit any person to violate any local ordinance or law or any county ordinance or regulation, or any state or federal law, on the Premises, or in the conducting of business on the premises, nor will Lessee conduct or permit to be conducted on the Premises any business which is forbidden or prohibited by any local ordinance or any county ordinance or regulation or any state or federal law. Lessee shall not commit or suffer to be committed, any waste on the Premises or any nuisance.

5.4. Hazardous Materials. Lessee will not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the Premises. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use or storage of such substance on the Premises.

6. Improvements; Construction; Alterations.

6.1. Construction. Lessee shall not construct or locate, or permit to be constructed or located, any improvement on the Premises in whole or in part without the prior written consent of the Lessor. Any new improvement permitted to be constructed by Lessee on the Premises shall be the Lessee's property during the term. Any additions, improvements, or alterations must not, individually or in the aggregate, lessen the Fair Market Value of the Premises or materially detract from the Premises' usefulness.

6.2. Completion of Construction and Alteration. If the Lessor has consented to the proposed improvement or alteration, the Lessee shall promptly commence and diligently prosecute the construction of the improvement or alteration to completion in accordance with the plans and specifications, and on the conditions, approved by Lessor. All construction and demolition shall be performed in a good and workmanlike manner, and shall comply with all applicable governmental permits and laws.

7. Covenant Against Liens.

7.1. Lessee's Duty to Keep Premises Free of Liens. Lessee shall keep the Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials used or furnished for or in connection with any of Lessee's operations. Any construction, alteration, or repair which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises or any obligations of any kind incurred by Lessee shall be promptly and fully paid and discharged by Lessee. The Lessee shall hold Lessor harmless from any and all claims on which any lien may or could be based, and agrees to indemnify Lessor for any costs, attorney fees, or damages which may result therefrom. If a lien 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 thirty (30) days after written notice from Lessor to Lessee of the filing thereof.

Lessee shall give Lessor reasonable notice about works of improvement on the Premises so that Lessor may record appropriate notices of non-responsibility.

7.2. Contest of Liens. If Lessee desires to contest any lien, Lessee shall notify Lessor of its intention to do so within thirty (30) days after the filing of the lien. In that case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against the contested lien pursuant to NRS 108.2415 and any cost, liability or damage arising out of the contested lien, in an amount equal to the claim of lien, Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge the contested lien to the extent held valid; but the satisfaction and discharge of any contested lien shall not, in any case be delayed until execution is had on any judgment rendered thereon and delay shall be a default of Lessee hereunder. In the event of any contest, Lessee shall protect and hold harmless Lessor against all loss, expense, and damage resulting therefrom.

7.3. Removal of Liens. If Lessee shall fail to cause such liens to be discharged of record or bonded within the aforementioned 30-day period (unless Lessee shall contest the validity of such lien or satisfy such liens within thirty (30) days after any judgment in favor of such lien holders from which no further appeal may 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.

8. Repairs and Maintenance.

8.1. Condition of Premises. By taking possession of the Premises, Lessee shall be deemed to have accepted the Premises as being in good condition and suitable for Lessee's intended purposes.

8.2. Lessor's Nonresponsibility. During the term, Lessor shall not be required to maintain or make any repairs, or replacements of any nature or description whatsoever to the improvements located on the Premises. Lessee hereby expressly waives the right to make repairs at the Lessor's expense as provided for in any statute or law in effect at the time of execution of this Lease, or in any other statute or law which may hereafter be enacted.

8.3. Lessee's Duty to Maintain Premises. Lessee shall, at Lessee's sole cost and expense, at all times during the term, keep equipment and improvements that may be located upon the property in good operating condition and repair and the property shall be kept free and clean of weeds and debris. Lessee shall maintain the improvements on the Premises in accordance with all applicable laws in good and sanitary order, condition, and repair, and shall make whatever repairs and replacements are required by applicable laws.

9. **Assignment; Subletting**

9.1. **Assignment; Subletting; Encumbrances.** Lessee shall not assign, sublet, transfer, mortgage or otherwise encumbrance or dispose of any portion of this Lease during the term without the prior written consent of Lessor which may be withheld in its sole and absolute discretion. Any assignment, subletting, or transfer of this Lease without the Lessor's prior written consent shall be void and confer no rights upon the purported assignee or transferee. If this Lease is assigned or sublet, Lessor may, terminate this Lease.

10. **Lessor's Title.** The Lessor covenants, represents, and warrants that Lessor is the fee simple owner of and holds good and marketable title to the Premises subject only to deeds of trust of record.

11. **Indemnification.** Lessee waives all claims against Lessor and hereby releases Lessor for damages to property, or to goods, wares and merchandise stored in, upon, or about the Premises, and for injuries to persons in, upon, or about the Premises from any cause arising at any time, and Lessee agrees to indemnify and hold Lessor exempt and harmless for and on account of any damage or injury to any person or property arising from the use of the Premises by Lessee or from the Lessee's failure to keep the Premises in good condition as provided herein. Lessor shall not be liable to Lessee for any damage because of any act or negligence by any owner or occupant of adjoining or contiguous property, nor for overflow, breakage, or leakage of water, steam, gas, or electricity from pipes, wires, or otherwise.

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 Premises arising from or connected with the use of the Premises by Lessee during the term, or (b) performance of any labor or services or 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.

12. **Destruction.**

Damage to and Destruction of Improvements. The damage, destruction or partial destruction of any improvement which is part of the Premises shall not release Lessee from any obligation under this Lease, except as expressly provided in this Lease. In the case of damage to or destruction of any improvement, Lessee shall, at its own expense, promptly repair or restore the same to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligation of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to Lessee for the repair or replacement of the improvements.

13. **Insurance.**

13.1. **Insurance Coverage of Premises.** Lessee shall, at all times during the term and at Lessee's sole expense, keep all improvements and personal property which are now or hereafter a part of the Premises insured against loss or damage by fire and the extended coverage hazards, including vandalism and malicious mischief, for one hundred percent (100%) of the full replacement value of the improvements or personal property and equipment and trade fixtures, as determined from time to time (but not less often than once every three (3) years), with loss payable to Lessor and Lessee in accordance with the respective interests. Any loss adjustment shall require the written consent of both Lessor and Lessee.

13.2. **Personal Injury Liability Insurance.** Lessee shall maintain in effect through the term comprehensive general public liability insurance covering the premises and its appurtenances in the amount of One Million Dollars (\$1,000,000.00) for injury to or death of any person or damage to property arising out of the use or occupancy of the Premises by Lessee. The insurance shall specifically insure Lessee against all liabilities assumed by it under this Lease, as well as liability imposed by law, and shall insure both Lessor and Lessee.

13.3. **Policy Terms and Conditions.** The policies of insurance required to be maintained by Lessee pursuant to Section 14 shall name as the insured parties Lessor and Lessee, as their respective interests may appear, and may be carried under blanket policies maintained by the parties if such policies comply with the provisions of this subsection. The fire policies may provide for such deductible amounts not in excess of five thousand (\$5,000.00) dollars and such policies shall provide for a reserved amount of thereunder with respect to the Premises so as to assure that the amount of insurance required by section 13.1 and 13.2 will be available notwithstanding any losses with respect to other property covered by such blanket policies. The policies of insurance required to be maintained pursuant to sections 13.1 and 13.2 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 Premises with loss payable to such holder or holders, (ii) provide for the benefit of such holder or holders, that thirty (30) days prior written notice of cancellation, termination, or 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 Premises against the perils involved, whether collectible or not, (iv) any work in or about the Premises shall not affect the policy coverage.

13.4. **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.

14. **Lessee's Default; Notice.**

14.1. **Right to Notice.** As a precondition to pursuing any remedy for an alleged default under this Lease by Lessee, Lessor shall, before pursuing any remedy, give the notice for a period as provided in Section 14.3.

14.2. **Default.** Any of the following occurrences, conditions, or acts shall constitute a Default under this Lease:

(a) If Lessee fails to pay any sum due under this Lease within five (5) days after written notice from Lessor, or if Lessee is in default under any other provisions of this Lease more than thirty (30) days after written notice from Lessor, Lessee shall be deemed to be in default of this Lease.

(b) **Abandonment.** Lessee shall not abandon the Premises at any time during the term hereof or any extension hereof. In the event Lessee shall abandon the Premises or be dispossessed by process of law or otherwise, any personal property, including but not limited to, movable trade fixtures, non-realty fixtures, movable furnishings and other non-realty property, belonging to Lessee and left on the Premises after abandonment, shall be deemed to be abandoned, at the Lessor's option. If the property shall be abandoned by Lessee for a period of thirty (30) consecutive days, the Lessee shall be deemed in default of the Lease.

(c) **Levy/Attachment.** If the estate or interest of Lessee in the Premises shall be levied or attached in any proceeding and such process shall not be vacated or discharged within thirty (30) days after such levy or attachment, Lessee shall be deemed to be in default of this Lease.

(d) **Violation of Section 5.** Any violation of Section 5 of this Lease concerning, Permitted Uses; Compliance with Regulations Laws; Waste and Nuisance Prohibited; Hazardous Materials, shall constitute an event of default under the Lease.

(e) **Violation of Section 8.3.** Any violation of Section 8.3 of this Lease concerning Lessee's Duty to Maintain the Premises and Sign shall constitute an event of default under the Lease.

14.3. **Notice of Default – Cure Periods.** If any default, other than nonpayment of any sum due under this Lease, cannot reasonably be cured within thirty (30) days, Lessee's commencement of the cure of the default within the thirty (30) day period shall be deemed to be a cure of the default, provided the cure is diligently prosecuted to completion and is attainable of completion without damage to Lessor.

Notices given under this Section 14.3 shall specify default and the applicable lease provisions, and shall demand that Lessee perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or

quit the Premises. No notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

14.4. Rights on Default. Subject to the provisions of Section 14.3, upon any default on the part of the Lessee under this Lease;

(a) Lessor shall be entitled to treat this Lease as surrendered and terminated for default, to take immediate possession, by summary proceedings or otherwise, of the Premises and to oust all persons therefrom, to treat this Lease as thereupon surrendered for default and thereafter to have and enjoy quiet possession of the Premises for the use and benefit of the Lessor.

Should Lessor at any time terminate this Lease for any default, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of a default, including the cost of recovering the Premises, and including the worth at the time of termination of the excess if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

If the Lessor shall exercise either of the foregoing remedies, the Lessee shall be liable for all damages provided under applicable law.

(b) In the event that Lessee by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and the failure shall continue for a period of five (5) days after written notice from Lessor specifying the nonpayment by Lessee of any sum due under this Lease or thirty (30) days, in regard to any other default, after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may perform the act or thing, but shall not be required to do or perform or cause to be done or performed the act or thing (entering on the Premises for those purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor on demand the entire balance thereof, including compensation to the Lessor's agents and employees. Any act or thing done by Lessor pursuant to the provisions of this Section 14.4 shall not be or be construed as a waiver of any default by Lessee, or as a waiver of any provision herein contained or the performance thereof, or of any other right or remedy of Lessor hereunder or otherwise.

15. Early Termination. Notwithstanding anything herein to the contrary, Lessor, in its sole discretion and for any reason shall have the right, upon sixty (60) days notice to Lessee, to terminate this Lease before the end of the term.

16. Notices. Any notice, demand, request, consent, approval, offer, statement and other instrument or communication required or permitted to be given or served upon any party 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: City of Yerington
102 South Main Street
Yerington, Nevada 89447
- (b) If to Lessor, at: District Manager
Walker River Irrigation District
P.O. Box 820
Yerington, Nevada 89447

Any party hereto may, at any time by giving five (5) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which the notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

17. **Miscellaneous.**

17.1. **Waiver.** The waiver by Lessor of, or the failure of Lessor to take action with respect to any default of, any provision herein contained shall not be deemed to be a waiver of any subsequent default of the same or any other provision herein contained. No waiver by Lessor shall be effective unless it is in writing. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding default of Lessee of any provision of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of the preceding default at the time of acceptance of the rent. Lessor's consent to or approval of any act by Lessee which act requires Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

17.2. **Priorities.** This Lease and any renewal or extension hereof, including all rights of Lessee thereunder, 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 Premises.

17.3. **Surrender.** Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, except for ordinary wear and tear. Lessee shall remove from the Premises on or prior to such expiration or earlier termination all of its property, including equipments and signs, situated thereon and shall repair any damage caused by such removal at its own expense to restore the Premises to a condition at least as good as the condition immediately prior to removal.

Lessor may elect to retain or dispose of in any manner any Lessee's personal property that Lessee does not remove from the Premises on expiration or termination of the term as allowed or required by this Lease. Title to any personal property that Lessor elects to retain or dispose of shall vest in Lessor. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention or disposition of any Lessee's personal property. Upon expiration or termination of the term, Lessee shall be liable to Lessor for Lessor's costs for removing, storing or disposing of any of Lessee's personal property.

If Lessee fails to surrender the Premises to Lessor either on the expiration date or within ten (10) days after the termination date, whichever first occurs, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Lessee's failure to surrender the Premises.

17.4. Estoppel Certificates. Lessee and Lessor shall, at any time and from time to time during the term hereof and upon not less than ten (10) days' prior written request by the other party, execute, acknowledge and deliver to Lessor, or Lessee, as the case may be, a statement in writing certifying that this Lease is unmodified, and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the fixed rent and other charges have been paid in advance, it being intended that any statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, encumbrancer, or assignee of the Premises. 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.

If, at the expiration of the ten (10) day period, a party shall not have performed its obligations as hereinabove provided ("defaulting party"), the other party shall have the right to execute the statement in the name of the defaulting party, and, for the purpose, each of the parties hereto irrevocably appoints the other as its attorney-in-fact to execute same on its behalf.

17.5. Binding Effect. The provisions contained in this Lease shall apply and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable. This Lease may not however be assigned by Lessee without the express written permission of Lessor.

17.6. Lessor's Right of Entry. Lessee shall permit Lessor and the Lessor's agents and employees, to enter into and upon the Premises during business hours upon reasonable written notice for any purpose. Lessor and its authorized representatives may enter the Premises at any time without prior notice in an emergency to protect the Premises. This section is not to be construed as creating or increasing any obligation on the Lessor's party under this Lease.

17.7. Recordation. This Lease shall not be recorded.

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

17.9. Nevada Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Nevada.

17.10. Integrated Agreement; Modification. This Lease contains all the agreements of the parties with respect to the tenancy created by this Lease and cannot be amended or modified except by a written agreement. All prior agreements between the parties related to the Premises or Personal Property on the Premises 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 or 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.

17.11. Captions. The captions appearing at the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the provisions of this Lease. A reference to any particular section of this Lease includes all subsections thereunder and all sections and exhibits identified therein.

17.12. Prepaid and Unearned Rent. If this Lease shall terminate, and Lessee shall not be in default at the time, Lessor will immediately return to Lessee all prepaid and unearned rent.

17.13. Attorneys' Fees and Costs. In the event of any litigation between the parties hereto arising out of this Lease, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

17.14. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original document, but all counterparts shall constitute one Lease, binding upon the parties.

17.15. Advice of Counsel. Each party hereto acknowledges that they have been represented in negotiations for and in the preparation of this Lease by counsel and have had it fully explained to them by counsel, and that they are fully aware of the contents of this Lease and of its legal effect.

17.16. Lease Drafting. All provisions of this Lease are negotiated and consented to by both parties, and no provisions are offered on a "take-it-or-leave-it" basis. This Lease has been drafted on the basis of mutual contribution of language and is not to be construed against any party hereto as being the drafter or causing the same to be drafted. Therefore, the rule that ambiguous contract provisions be construed against the drafter shall not apply to this Agreement.

IN WITNESS WHEREOF this Lease is executed the day and year first hereinabove written.

LESSOR: WALKER RIVER IRRIGATION DISTRICT

By: [Signature]
Manager

STATE OF NEVADA)
COUNTY OF LYON) ss.

This instrument was acknowledged before me on August 8, 2011, by Kenneth C. Spooner, General Manager of the Walker River Irrigation District.



[Signature]
NOTARY PUBLIC
(My commission expires: 6/24/2013)

LESSEE: CITY OF YERINGTON

By: [Signature]
Its. _____

STATE OF NEVADA)
COUNTY OF LYON) ss.

This instrument was acknowledged before me on August 22, 2011, by George Dini as Mayor of City of Yerington.



[Signature]
NOTARY PUBLIC
(My commission expires: 9-28-11)

JOE PARR BLVD. (GOLDFIELD)

EDGE OF PAVEMENT

Exhibit "A"

MAIN STREET

EXISTING CONCRETE CURB

EXISTING CONCRETE SIDEWALK

STATE R/W AND N.W. PROPERTY LINE

EXISTING FENCE LINE

15'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

10.0'

5/8" IRON PIN W/CAP
RECORD OF SURVEY #167585
N.W. CORNER W/ND PROPERTY

RIGHT OF WAY AND W/ND PROPERTY LINE

10.0'

N. 89° 17' 13" W

ORIGINAL LEASE LINE

ACTUAL SIGN LOCATION

NEW BLOCK WALL

SUGGESTED NEW LEASE LINE

EXISTING FENCE LINE

CONCRETE BIN WALLS

11.0' ± PER
SURVEY MAP

By:

By:

2/11/2000
Date

Date

SCALE: 1" = 5'

AMENDED

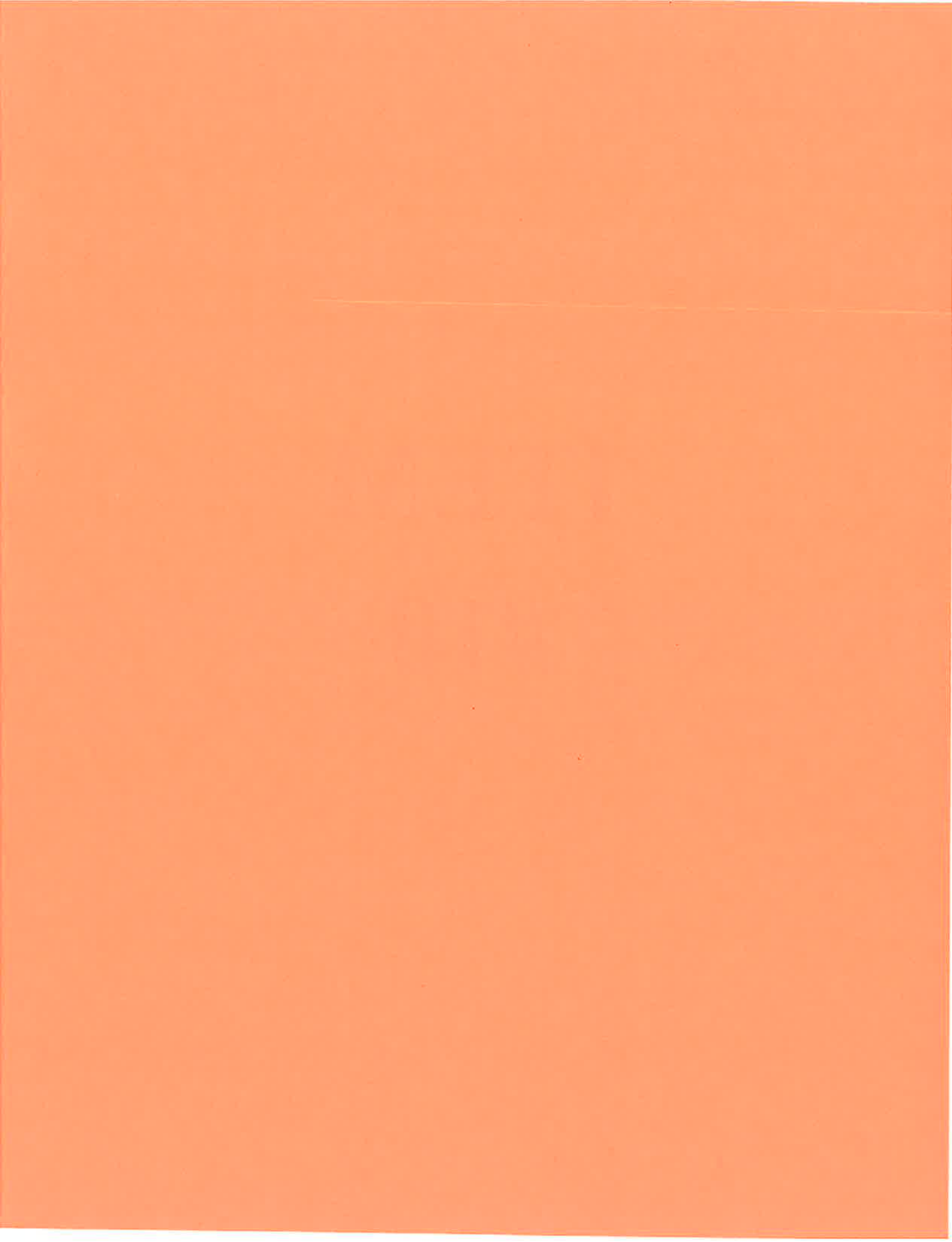
PLAT. TO ACCOMPANY LEASE FOR
INFORMATIONAL SIGN

CITY OF YERINGTON, NV.

AMENDED 7-17-00

ITEM

#10



Mr. Robert Switzer:

City Question:

The City is discussing the possibility of expanding the Yerington Waterline and Sewerline Project. USDA Rural Development has developed a new funding plan for an additional water/sewer infrastructure in a Phase 2 consisting of a \$6 million loan, \$6 million grant, and the City buy-in of the \$2 million.

Specifically, will the expenditure of the \$2 million cash place the City in jeopardy of being short of unrestricted cash for emergencies or debt payments?

Response:

A review of the June 30, 2022 audit report, reflected the following:

- Unrestricted Utility Funds cash of \$9,745,495
 - \$6,630,218 in the Water Fund
 - \$3,115,277 in the Sewer Fund
- Unrestricted Utility Funds net position reflects:
 - \$6,443,238 in the Water Fund
 - \$2,847,153 in the Sewer Fund

The current existing \$33 million in Water and Sewer USDA Bonds will require an estimated annual payment of \$561,000 for the Water Fund bonds and \$506,502 for the Sewer Fund bonds once the project is completed. It is my understanding, a rate study was recently completed and concluded that utility rate increases for both the water and sewer funds will be necessary to cover the additional cash flow requirements for both operating and future debt service obligations.

The fiscal impact of adding an additional \$6 million in USDA debt at 2.25% interest rate adds approximately another \$228,000 in annual debt service payments over a forty-year period. If the additional \$14 million project is approved, annual debt service payments will be roughly \$1.3 million over the next 40 years.

The USDA bonds covenants do mandate the City to increase utility rates necessary to meet outstanding bond requirements. The 2022 City audit report reported annual gross utility billings of \$2,367,748 with both utility funds reflecting operating losses. Interest expense reported in the 2022 fiscal year audit report was \$533,487 which was actually paid from bond proceeds and not City utility fund resources. In addition, the USDA bond agreement requires the City to establish a bond reserve fund of 1/10th per year until such reserve funds equals a one year's debt service reserve or roughly \$130,000 per year.

Based on this analysis, the \$2 million cash requirement for the new \$14 million water and sewer project would not put the City in jeopardy in the near term. However, it would require that current utility rates be significantly increased and monitored annually to ensure the City utility funds maintain adequate cash flow requirements.

Sincerely,

Sciarani & Co.

February 2, 2023

City of Yerington
Attn: John Garry, Mayor
14 East Goldfield Avenue
Yerington NV 89447

email: jgarry@yerington.net

SUBJECT: Letter of Conditions
Recipient Name: City of Yerington
Project Name: FY 2023 Water & Sewer Improvements
CFDA NUMBER: 10.760

RUS Loan: \$6,283,000.00
RUS Grant: \$6,159,000.00
City of Yerington: \$2,000,000.00

Dear Mr. Garry:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and/or grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed \$6,283,000.00 and/or a grant not to exceed \$6,159,000.00. The loan and/or grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 10 days:

Rural Development • Nevada State Office
3730 N Deer Run Road Ste A • Carson City, NV 89701
Voice 775.887.1222 • Toll-Free Fax 855.816.1209

USDA is an equal opportunity provider, employer and lender.

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at <https://www.rd.usda.gov/programs-services/water-environmental-programs/water-waste-disposal-loan-grant-program>.

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. **Project Description** – Funds will be used to replace portions of City's sewer and water infrastructure that is over 50 years old. The proposed sewer improvements will replace 3,991 feet of 8 inch mainline and 738 feet of 12 inch mainline with PVC pipeline. The proposed water improvements will replace 12,279 feet of 8 inch mainline and 2,396 feet of 10 inch mainline with PVC pipe.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by Farr West Engineering amended December 2022, as concurred with by the Agency.

2. **Project Funding** – The Agency is offering the following funding for your project:

RUS Loan -	\$6,283,000.00
RUS Grant -	\$6,159,000.00

This offer is based upon the following additional funding being obtained.

City of Yerington -	\$2,000,000.00
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TOTAL PROJECT COST - \$14,442,000.00

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to de-obligate any and all funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Development- Water	\$ 7,154,047
Development- Sewer	\$ 3,946,754
Contingency- Water	\$ 715,405
Contingency- Sewer	\$ 394,675
Engineering Fees- Water	
Includes:	
Design, Construction Administration, and	
Resident Project Representation (Inspection)	\$1,073,107
Engineering Fees- Sewer	
Includes:	
Design, Construction Administration and	
Resident Project Representation (Inspection)	\$ 592,013
Financing Cost- Interim Loan (water)	\$ 71,540
Financing Cost- Interim Loan (sewer)	\$ 39,450
Interest – Interim Loan (water)	\$ 395,000
Legal Fees - Bond Counsel	\$ 60,000
TOTAL	\$ 14,442,000

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan and/or grant funds not needed to complete the proposed project will be de-obligated. Any reduction will be applied to Agency grant funds first. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any changes to the total project budget.

4. **Project Timeline** – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation.** By agreeing to the terms herein, you agree to comply with the

milestones identified below. If, for any reason, one or more of the milestones cannot be met, you must notify the Agency in writing at least 30 days prior to the referenced date. Should your final completion date become more than three years after obligation the written request will follow the procedures outlined in Section VI of this letter, including the submission of not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the milestone cannot be met and include a proposed revised project completion schedule. If the Agency agrees to the modification, a written confirmation will be issued. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

<u>Milestone</u>	<u>Date</u>
Plans & Specifications, and Design Complete	03/31/2023
Permits Acquisition Complete	03/31/2023
Initial Advertisement for Bids	05/01/2023
Award Contract(s)/Initiate Construction	07/03/2023
Substantial Completion	12/29/2023
Final Completion	01/30/2024

SECTION II – RATES & TERMS

5. **Interest Rates and Loan Terms** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal monthly amortized installments, beginning one month after closing. For planning purposes, use a 2.25% interest which provides for monthly payment of \$19,918.00. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. **Security** – The loan will be secured by a Revenue bond with first lien position in the amount of \$6,283,000.00. The bond will be fully registered as to both principal and interest in the name of the “United States of America, Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies) and/or RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”. A draft of all security instruments, including draft bond resolution, must be reviewed and concurred

in by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing.

The Grant Agreement will be executed prior to the first disbursement of grant funds. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation the project.

7. **Reserves** – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. For planning purposes, 10% of the proposed loan installment would equal \$1,991.80 per month; this amount should be deposited monthly until a total of \$239,016 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully funded amount is reached.
- b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, the City must establish a short-lived asset reserve fund. Based on the PER, you must deposit at least \$34,330 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. **Organization** – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. **Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or,
 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

10. **Environmental Requirements**—At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Assessment (EA) dated April 2016, the following actions are required for successful completion of the project and must be adhered to during project design and construction:

Weeds (section 3.6.3.2- Some mitigation may be required in order to prevent the spread of invasive weeds during and after construction of the proposed project. Mitigation may include the creation of a weed prevention plan to be implemented by the contractor. The plan should include provisions similar to the following:

1. Identify and flag all noxious and invasive weed population present in the project area,
2. Treat or contain any weed populations that may be impacted or disturbed by construction activity,
3. Provide training to construction workers and equipment operators on the identification of weeds to be avoided.
4. Certify that all construction material sources are weed-free
5. Minimize ground disturbance and vegetation removal as much as possible and practical
6. Re-Vegetate or otherwise prevent the establishment of weeds in all areas of the job site.

Air Quality (Fugitive Dust) 3.9.3 Mitigation measures may include the watering of fugitive dust.

Noise 3.11.1.3 The following practices will be observed during construction:

1. Construction activities will be done during normal working hours between 7am and 5pm.
2. Quieter methods or equipment will be used when possible.
3. All equipment will be required to have efficient mufflers
4. Only equipment of necessary size and power will be used.
5. All equipment will be properly lubricated and well maintained.

Transportation 3.11.2.3 - If the usable roadway is not sufficient to safely accommodate two-way traffic, one-way traffic will be maintained. Work will be conducted in such a manner as to obstruct and inconvenience traffic as little as possible. Existing travel roads and streets

adjacent to or within the limit of the improvements will be kept open and in a good, dust free and safe conditions for traffic at all times. Work will be performed in a manner to assure full compliance with all applicable Federal, State and local laws, and regulations governing safety, health, and sanitation. Adequate safeguards, safety devices, and protective equipment will be provided to conform to the MUTCD. Safe, temporary access to business and residence driveways will be provided by temporary intersections, and temporary connections with roads, street, bikeways, sidewalks, and footpaths.

If the design requires that any of the work take place within Nevada Department of Transportation Right-of-Way, all necessary permits will be obtained prior to construction.

Non-friable asbestos cement pipe (Section 3.12.3.3) Any asbestos pipe that needs to be removed from the ground will be disposed of according to EPA and OSHA requirements

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

11. **Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

12. **Contract Documents, Final Plans, and Specifications-** All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

- a. The plans and specifications and all proposals required by law must be approved by the Nevada Division of Environmental Protection (NDEP), the Bureau of Safe Drinking Water and the NDEP Bureau of Water Pollution Control.
- b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.
- c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

- d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
- e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- f. **American Iron and Steel Requirements.** Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies the American Iron and Steel (AIS) requirement to obligations made after May 5, 2017:
 - (1) No Federal funds made available for this fiscal year for the rural water, wastewater, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
 - (2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that—
 - (a) applying the requirement would be inconsistent with the public interest;
 - (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
 - (4) Owners are ultimately responsible for compliance with AIS requirements (as defined in RUS Bulletin 1780-35).
 - (a) **Sign** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
 - (b) **Sign** agreements for engineering services, executed construction contracts and all other appropriate and necessary documents which include AIS language.
Change Orders and Partial Payment Estimates: **Acknowledge** responsibility for compliance with AIS requirements by signing change orders (EJCDC C-941) and partial payment estimates (EJCDC C-620).
 - (c) Substantial completion of project: **Obtain** the certification letters from the consulting engineer and **maintain** this documentation for the life of the loan.
 - (d) Special Cases
 - i. Where Owner provides their own engineering, the Owner's responsibilities will include items listed in Section 5 of RUS Bulletin 1780-35.
 - ii. Where Owner performs their own construction, the Owner's responsibilities will include items listed in Section 6 of RUS Bulletin 1780-35.



United States
Department of
Agriculture

Rural Development

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iii. Where Owner directly procures AIS products, Owner must *utilize* EJCDC Procurement Series standard contract documents following RUS Bulletin 1780-26 Exhibit D and *obtain* manufacturers' certifications and provide copies to Engineer and Contractor.

13. **Legal Services** – A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

14. **Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney or title company will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, “Preliminary Title Opinion,” may be used.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

Rural Development • Nevada State Office
3730 N Deer Run Road Ste A • Carson City, NV 89701
Voice 775.887.1222 • Toll-Free Fax 855.816.1209

USDA is an equal opportunity provider, employer and lender.

15. **System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

16. **Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan/grant.

17. **System Users** – This letter of conditions is based upon your indication at application that there will be at least 2,287 water residential users, 205 water non-residential users, 1,230 sewer residential users, and 171 sewer non-residential user on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

- a. **Positive Program to Encourage Connections** – You must provide a positive program to encourage connection by all users as soon as service is available. The program will be reviewed by the Agency prior to advertising for bids. A guide for developing your positive program is available from the Agency.
- b. **Water/Sewer User Agreements** – Users will be required to execute a Water/Sewer Users Agreement prior to advertising for construction bids. The amount of cash contributions required will be set by you and concurred with by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low-income families, and must have a deadline for the contribution to be used or forfeited.
- c. **Service Declination Statement** – Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a “Service Declination Statement.”

18. **Construction Account** – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

19. **Interim Financing** – The Agency’s policy is to utilize interim financing for all loans exceeding \$500,000. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender’s rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable.

20. **Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget,” or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

21. **Permits** –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

22. **Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP)** –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

23. **Bid Authorization** - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

24. **Disbursement of Agency Funds** - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, 3) interim financing or Agency loan funds, and 4) Agency grant funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Agency Grant funds must not be disbursed prior to loan funds except as authorized in 7 CFR 1780.45(d).

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than \$120,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts.

25. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- Cost Overruns** – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be de-obligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be de-obligated, with grant funds

being de-obligated first. Excess funds do not include contingency funds as described in this letter.

26. **Suspension and Debarment Screening** – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.).

27. **Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

28. **Final Rights of Way** – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

29. **Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Guaranty or Fidelity Insurance** – Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.

- d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or construction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as "Other Insured" so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

30. **Initial Civil Rights Compliance Review** – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

31. **Interim Financing.** Interim financing is being used. Generally, loan closing will occur near the end of construction when interim funds are fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

32. **Electronic Payments** – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

33. **Other Requirements** – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management.** You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: <http://sam.gov>. This registration must be

renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at <http://sam.gov>).

- b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator.** Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

- 34. **Construction Completion Timeframe** – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed, and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.
- 35. **Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.
- 36. **Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development

with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

37. **Inspections** - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the [one-year] warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

38. **Change Orders** - A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

39. **Payments** - Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

40. **Use of Remaining Funds** - As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

- a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Any reductions in the Agency funding will be first applied to the grant funds.
- c. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 60 days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
- d. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
- e. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

41. **Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and

a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

42. **Reporting Requirements Related to Expenditure of Funds** -- An annual audit under 2 CFR 200 is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

43. **Prepayment and Extra Payments** - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

44. **Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the

issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. **Audits** – An audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

See Section VI for additional information regarding audits.

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
 - c. **Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," or similar format to provide this information. The reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter's end. The Agency will notify you in writing when quarterly reports are no longer required.
45. **Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, "Statement of Budget, Income and Equity," or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

46. **Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

47. **Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every

three years for the life of the loan. You must participate in these inspections and provide the required information.

48. **System for Award Management**. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 33 of this letter.

49. **Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP)** – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every five years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

50. **Insurance**. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

51. **Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and

discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

- f. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

52. **Compliance Reviews and Data Collection** – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact me at 775-443-4760 or 775-335-5587 (cell) or by e-mail at gus.wegren@usda.gov.

Sincerely,

**GUSTIN
WEGREN**

Gustin Wegren,
Community Program Director

Digitally signed by GUSTIN
WEGREN
Date: 2023.02.02 14:37:29
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Attachments

cc: Lucas Ingvaldstad, State Director, USDA RD – via email lucas.ingvaldstad@usda.gov
Robert Switzer, City Manager – manager@yerington.net
Wayne A. Pederson, City Attorney
Matt Van Dyne, Engineer – matt@farrwestengineering.com
Jim Sciarani, CPA – jim@sciarani.com
Sheema Shaw, City Clerk – sheema@yerington.net

FORMS and BULLETINS:

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy"
Form RD 442-2, "Statement of Budget, Income and Equity"
Form RD 442-3, "Balance Sheet"
Form RD 442-7, "Operating Budget"
Form RD 442-20, "Right-of-Way Easement"
Form RD 442-21, "Right-of-Way Certificate"
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"
Form RD 1927-9, "Preliminary Title Opinion"
Form RD 1927-10, "Final Title Opinion"
Form RD 1940-1, "Request for Obligation of Funds"
Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 3550-28, "Authorization Agreement for Preauthorized Payments"
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form"
RUS Bulletin 1780-7, "Legal Services Agreement"
RUS Bulletin 1780-9, "Water Users Agreement"
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste
Projects with RUS Financial Assistance"
RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)"