



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 28th day of August, 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 July 24, 2023 regular meeting.
5. **For Possible Action:** Discussion and Approval of Bills Previously Submitted for Payment as Follows:

Checks 37314 through 37481 totaling \$981,925.01

6. **For Possible Action:** to approve New, Renewal and Name Change Business License Applications
 - A. Jose & Jesus Ayala dba Cobra Concrete LLC, Concrete Contracting,, 1105 Brown Lane, Fernley NV 89408-New
 - B. Robert Ramirez dba Supermarket Chapala LLC, Supermarket and cantina, 30 South Main Street, Yerington NV 89447-NEW
 - C. Brian Smith dba Mountain Valley Roofing LLC, Roofing, 120 Star View Lane, Smith NV 89430- NEW
 - D. Blake Sartini, Stephen Arcana, Charles Protell and Phillis Gilland dba Sartini LLC, Slot Route Operator, 176 W. Goldfield Avenue, Yerington, NV 89447 - NEW
7. **For Possible Action:** For Discussion and Possible Action to Revoke Business Licenses Due to Non-Payment for the 1st QTR January – March 2023
 - A. Flor Torres dba La Oaxaquena, Mexican & Salvadorian Food Truck, 111 W. Goldfield Ave Yerington, NV 89447
 - B. Christopher, Matthews dba Matthews Aviation, Aircraft Refurbishing, 600 Airport Way Yerington, NV 89447

- B. Christopher, Matthews dba Matthews Aviation, Aircraft Refurbishing, 600 Airport Way Yerington, NV 89447
 - C. Ignacio Vazquez dba Vasquez Lawn Care, Landscaping, 509 Mason Ave Yerington, NV 89447
 - D. Dolgen Midwest LLC dba Dollar General #13997, Retail Store, 181 N. Main St Yerington, NV 89447
 - E. Mizraim Macias dba The Friend's Carpet Cleaning, Carpet Cleaning and Janitorial Services, 9 N Nevada St Yerington NV 89447.
 - F. Priyanka Kumar dba Damsel fly improvement LLC dba DaBella , Residential Remodeling, Re-roofing, Siding, Windows, Bath Replacement, 6490 S McCarran Blvd Blg A STE 2, Reno Nv 89509.
 - G. Kenneth Williams dba Kenneth Williams, Electrical Contractor, 525 W Baseline Rd Mesa, AZ 85210.
 - H. Marvin Arellano dba Marv's Heating & Air Conditioning LLC, Heating and Air Conditioning, P.O BOX 472 Yerington NV 89447.
 - I. C McGregor, C Bex, D Steffey & D Strickland dba Sierra Nevada Pressure Washing LLP, Building Restoration, 15 Penrose Dr Yerington NV 89447
 - J. Richard Anderson dba Oasis Automotive Specialties LLC, Mobile Automotive Repair, 3355 Beverly Drive Fallon, NV 89406
 - K. Josh Burau dba Josh Burau Construction, Contractor- General, 330 Riparian Way Carson City, NV 89701
8. **For Possible Action:** Discussion and Possible Action to Read in Full Ordinance No. 23-01, Bill No. 426. An ordinance formalizing a Development Agreement between the City of Yerington and Grand Estates Phase 2 for the development of a sewer distribution system.
 9. **For Possible Action:** Discussion and Possible Action to approve the City of Yerington FY 2023-2024 Debt Management Policy.
 10. **For Possible Action:** Discussion and Possible Action to approve a quote adding the Yerington Municipal Court as a user on Jury selection software currently in use by the Third Judicial District Court for \$8,900.00.
 11. **For Possible Action:** Discussion and Possible action to approve a recommendation from the Yerington Planning Commission; Rick Christian of Denson Surveying, Inc, on behalf of Bethann & Clark Stanford is proposing a reversion of acreage application with APN 001-032-08 & 001-032-35.
 12. **For Possible Action:** Discussion and Possible Action to approve installation of speed bumps on South Whitacre St.
 13. **For Possible Action:** Discussion and Possible Action to approve advertising a Solicitation for Bids per N.R.S. 332.065 for the complete reconstruction of East Goldfield Avenue from Main to Oregon Streets including new sidewalk, curb, gutter, and water detention areas. The City has received two estimates ranging from \$441k to \$1.027 million.

14. **For Possible Action:** Discussion and Possible Action to approve a Professional Services Agreement with Armstrong Consultants, Inc. providing engineering services for a multi-year taxiways and aprons rehabilitation project for the Yerington Municipal Airport in the amount of \$165,835.00.
15. **For Possible Action:** Discussion and Possible Action to approve a Cooperative Agreement between the City of Yerington and Nevada Department of Transportation in the amount of \$598,000 for the construction of a pedestrian safety area adjacent to the Yerington Elementary school grounds, commonly termed as the “Kiss and Drop” project. The funds for this project have been approved by Congress through the earmark process, and the City is now ready to proceed with the next steps to move the project forward.
16. **For Possible Action:** Discussion and possible action to approve a request from Rotary to repaint the paw prints on Pearl Street for the school pride Homecoming. The paw prints would be painted the week before the homecoming date of September 22, 2023.
17. **For Possible Action:** Discussion and Possible Action to approve a Grant Offer for the Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) Project No. 3-32-0022-024-2023 for the Yerington Municipal Airport. The purpose of the Grant is to improve the taxiways around the airplane hangars and the asphalt apron on the west side of the main runway. The Grant will run for a four-year period with annual allocations of about \$145,000.
18. **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.
19. **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

20. **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 23rd day of August, 2023, in compliance with NRS 241.020.



Sheema D. Shaw, City Clerk
City of Yerington

8-23-2023
Date

ITEM

#4



Yerington City Council Meeting
July 24, 2023 at 10:00 a.m. – City Hall

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

Mayor John J. Garry
Council Members Shane Martin, Matthew Galvin and Frank Pizzo
City Manager Robert Switzer
City Attorney Chuck Zumpft
Public Works Director Jay Flakus
Building Official Joel Brown
Grants Administrator Angela Moore

Absent: City Clerk Sheema D. Shaw, Councilman Jerry Bryant and Chief of Police Darren Wagner

Guests: Mr. Ted Stec, Lyon County Sherriff Brad Pope, Fire Chief Scott Draper, Mr. Dave DeGrendele, Ms. Deb DeGrendele and Mr. Sunny Brothers

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

Public Participation

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

Agenda Approval

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

Minutes

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

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	07/03/2023	37229 through 37240
	07/05/2023	37241 through 37275
	07/11/2023	37282 through 37303

	07/12/2023	37304 through 37313
Payroll Checks	07/10/2023	37276 through 37280
Payroll Vouchers	07/10/2023	7132301 through 7132323
Transmittal Checks	07/10/2023	37281
Transmittal Vouchers	07/10/2023	7102301

Mayor Garry stated the bills previously submitted for payment, checks 37229 through 37313 totaling \$1,372,533.35, would be approved unless there were any objections or corrections. Mayor Garry stated no comments or objections were made at this time and the bills previously submitted for payment were approved unanimously.

New, Renewal and Name Change Business License Applications.

- A. Cody Kobelski dba Safe Step Walk in Tub, LLC., Walk-in Tub & Shower Installs, 15262 Pipeline Ln. Huntington Beach, CA 92649 – New
- B. Leonard C. Savage & Peter C. Savage dba Savage and Son, Inc., Plumbing Contractor, 3101 Yori Ave. Reno, NV 89502 – New Single Project
- C. Francis Xavier Helgesen dba Highlands Wireless, Inc., Internet Service Provider, 3072 Research Way Ste. 50 Carson City, NV 89706 – New Owner

Mayor Garry stated the business license applications A. through C. would be approved as presented unless there were any corrections or objections. Mayor Garry stated no objections were made at this time and the business license applications A. through C. were approved unanimously.

Revoke Business Licenses Due to Non-Payment for the 1st QTR, January – March 2023.

- A. Robert J. & Richard M. Gardner dba Gardner Mechanical Services, Inc., Parr Blvd Reno, NV 89512

Mayor Garry stated the revocation of business licenses due to non-payment for 1st QTR, January through March 2023 would be approved unless there were any corrections or objections. Mayor Garry stated no objections were made at this time and the revocation of business licenses due to non-payment for 1st QTR, January through March 2023 were approved unanimously.

Proposal to Read by Title Ordinance No. 23-01, Bill No. 426. An Ordinance formalizing a Development Agreement between the City and Grand Estates Phase 2 for the development of a sewer distribution system.

City Manager Switzer stated the agenda item is the first reading of the ordinance for the development and plan for Grand Estates Phase II. No action needs to be taken at this time unless there are suggestions or changes. A public hearing will be held next for the final approval in the second City Council meeting in August. The City will need a Councilmember to propose the ordinance.

Councilman Martin proposed the ordinance with the consensus of City Council. Mayor Garry asked for comments. Mr. Dave DeGrendele stated the Public Works Department should have an input with this system going in because they will have the responsibility to maintain it. Public Works Director Flakus stated the sewer pond will flow north to Willow Creek and the City can manage this system. The City has been working with Lyon County and the Nevada Division of Environmental Protection (NDEP). Mayor Garry asked for comments and no further comments were made at this time.

Approve a temporary employment contract for Police Department Consultant Services from Ted Stec. Mr. Stec has over 35 years of law enforcement including serving as a Police Chief and holds a Master's Degree in Public Administration. He will be performing a general research-based assessment of the Police Department and providing the results to the City Council and administrative management.

City Manager Switzer stated last year a survey was conducted for the Yerington Police Department and many issues came out within the survey. Mr. Ted Stec has offered his services to Mayor Garry and City Manager Switzer. City Manager Switzer offered an employment opportunity and Mr. Stec

Mr. Stec stated he is available to answer any questions and his services will include diving deep into grant writing and police strategies to help the Yerington Police Department succeed.

Councilman Pizzo asked how far Mr. Stec is within the contract. Mr. Stec stated he spoke to Chief of Police Wagner and he has not gone too deep into this assessment yet since the agreement is not finalized. Councilman Galvin asked how long the assessment will take. Mr. Stec stated about three months but some issues could arise and could increase the time frame. Councilman Galvin asked how far back the assessment will go. Mr. Stec stated he is looking for the strengths, weaknesses, opportunities and threats within an interview type form. Mr. Stec will reach out to the public to learn about the police services from that perspective as well. Councilman Galvin asked if crimes within the City could be found within the data. Mr. Stec stated maybe but a determination will not be known until the process has started. Mayor Garry stated Mr. Stec's background is exemplary and the City should be bold enough to be the best we can be. Recommendations will be provided and some issues that should be handled will also be discussed.

Councilman Galvin made a motion to accept item number nine as presented, seconded by Councilman Martin. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously. Mr. Stec thanked Mayor Garry and the Yerington City Council.

Approval of a Public Works Plan for signage and other measures for School Zone safety. In previous discussions, pedestrian safety approaches have included mechanical/electronic stop signage and raised crosswalks in high foot traffic areas around

Yerington schools. Staff is seeking final direction on signage ahead of the start of school next month.

Public Works Director Flakus as of December of 2022, the first intersection at Broadway Avenue and California Street, a 4-way stop has been installed and the intersection has been repainted. Most of the work has been at the elementary and intermediate schools. The crosswalks on Pearl Street was realigned from Q&D Construction to include ADA compliance. An addition of an eight-drop inlet on Pearl Street was also added for the water flow. To improve the safety within the school zone, an addition of a three-way intersection will go in on Pearl Street and California Street. Two raised crosswalks will be installed on Oregon Street and California Street to decrease the number of children jay walking. A public information campaign will be held to educate children and parents.

Councilman Galvin asked if any work will be completed at the school bus loading and unloading zones. Public Works Director Flakus stated the buses should be single file all the way down Oregon Street and it is currently a mess. Councilman Galvin stated the buses are staggered where children are going between the buses and running into the streets. The City should just repaint the bus zones. Public Works Director Flakus stated the City will have a design created with a recommendation from the Public Works Committee and approval from Lyon County School District (LCSD). The Kiss & Drop Project is moving forward so that will help with some issues at the schools. Repainting will occur soon after a discussion is held with Q&D Construction to make sure the work is completed at the school zone.

Mayor Garry stated the City should take a layer approach to this and should reassess along the way. Councilman Galvin agrees with the layering approach. Public Works Director Flakus stated within the next few years, the school zone will have lit stop signs with radar and the school administrator would control the system. Councilman Galvin asked if the City plans on chip sealing or adding slurry on Oregon Street by the bus stop. Public Works Director Flakus stated he will work with DOWL and Grants Administrator Moore to come up with a plan.

Mayor Garry asked for comments. Mr. Dave DeGrendele, a member of the Public Safety Committee stated the safety at the school is very much needed and he has not seen any coordination with LCSD helping the City. Fire Chief Scott Draper stated he would love to see City Council move forward with Public Works Director Flakus' plan within the school zone. Councilman Galvin suggested Public Works should use a longer lasting paint. Public Works Director Flakus stated he will provide that within his plan.

Councilman Pizzo made a motion to approve moving forward with the Public Works Plan, seconded by Councilman Martin. Mayor asked for comments, no further comments were made at this time and the motion was approved unanimously.

Public Participation

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

Department Reports

Public Works Director Flakus stated Night in the Country (NITC) was successful from the City's standpoint. Public Works cleaned the streets and helped throughout the event. A large culvert was washed out and exposed the City's water and sewer mains by the boneyard near the Airport. An engineer will be hired to design the repair then approval is needed from Walker River Irrigation District (WRID). Mr. Burt Bryan with WRID suggested a date of about November for the repair to be fixed.

City Manager Switzer stated the street sweeper purchase has been delayed to see if the Regional Transportation Commission (RTC) could approve of the item to be reimbursed. The Nevada League of Cities and Municipalities conference is approaching soon.

Councilman Pizzo stated the Airport Fly-in will be held on October 7, 2023.

Mayor Garry stated it is now time to declare the flooding damage behind us. Thank you to everyone that was a part of helping with the flooding. Thank you to Public Works Director Flakus and his Public Works crew, Mason Valley Fire Department, Lyon County Risk Management, County Manager Andrew Haskins and Peri and Sons Farms for helping. The City is truly grateful for all the help. The City will do something more formal to appreciate the many that helped with the flooding sometime in August like a proclamation.

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
37314									
07/23	07/18/2023	37314	1266	DINI'S LUCKY CLUB	RMTX JAN-JU	ROOM TAX REIMBURSE	08-14-25-8080	6,109.00	6,109.00
Total 37314:									6,109.00
37315									
07/23	07/18/2023	37315	1324	DOWL, LLC	R001.2388-5	GIS SERVICES	02-54-25-7027	3,125.00	3,125.00
Total 37315:									3,125.00
37316									
07/23	07/18/2023	37316	1324	DOWL, LLC	7363.30146.02	GOLDFIELD PAVING	08-14-27-8101	10,420.00	10,420.00
Total 37316:									10,420.00
37317									
07/23	07/18/2023	37317	1324	DOWL, LLC	R4001.2235-7	PAPI & REIL REPLACEME	08-14-36-8089	625.00	625.00
Total 37317:									625.00
37318									
07/23	07/18/2023	37318	6295	JENNERJOHN, RICHARD	623-630	REIMBURSEMENT	01-52-20-7040	402.66	402.66
Total 37318:									402.66
37319									
07/23	07/18/2023	37319	1566	LYON COUNTY CLERK TREASURER	JUNE 2023 IT	IT SERVICES	03-54-25-7011	2,000.00	2,000.00
Total 37319:									2,000.00
37320									
07/23	07/18/2023	37320	1098	MINDEN LAWYERS, LLC	8303- JUNE 2	PROFESSIONAL SERVIC	03-54-25-7030	7,410.85	7,410.85
Total 37320:									7,410.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37321									
07/23	07/18/2023	37321	1527	O'REILLY AUTOMOTIVE STORES	JUNE 2023	SUPPLIES	03-54-25-7044	1,400.43	1,400.43
Total 37321:									1,400.43
37322									
07/23	07/18/2023	37322	1938	SOUTHWEST GAS CORP	62823PD	UTILITIES	01-52-20-7033	33.92	33.92
Total 37322:									33.92
37323									
07/23	07/18/2023	37323	2078	WASHOE COUNTY SHERIFFS OFFICE	1823001970	TOXICOLOGY	01-52-20-7032	300.00	300.00
Total 37323:									300.00
37324									
07/23	07/18/2023	37324	6438	WEDCO INC.	S100006475.0	EQUIPMENT	08-14-27-8101	1,942.36	1,942.36
Total 37324:									1,942.36
37325									
07/23	07/18/2023	37325	1406	WELLS FARGO BANK-REMIT. CNTR	70723SHAW	SHEEMA - CREDIT CARD	01-51-14-7081	1,142.24	1,142.24
Total 37325:									1,142.24
37326									
07/23	07/18/2023	37326	1406	WELLS FARGO BANK-REMIT. CNTR	70723BOB	BOB-CREDIT CARD	01-51-14-7011	165.87	165.87
Total 37326:									165.87
37327									
07/23	07/18/2023	37327	2099	XPRESS BILL PAY	INV-XPR0008	EFT TRANSACTIONS	03-54-25-7011	539.88	539.88
Total 37327:									539.88
37328									
07/23	07/19/2023	37328	6754	BIGGS, ROBIN	12589000	REFUND DEPOSIT	02-00-00-2230	100.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37328:									100.00
37329									
07/23	07/19/2023	37329	1170	CHARTER COMMUNICATIONS	013352307142	CH-INTERNET	01-51-14-7033	299.98	299.98
Total 37329:									299.98
37330									
07/23	07/19/2023	37330	6752	CONSTRUCTION MATERIALS ENG	14081	LIGHTS	08-14-27-8101	10,901.88	10,901.88
Total 37330:									10,901.88
37331									
07/23	07/19/2023	37331	1261	DESERT ENGINEERING	50151	FOUNDATION	08-14-27-8101	16,556.00	16,556.00
Total 37331:									16,556.00
37332									
07/23	07/19/2023	37332	2058	FRONTIER	070723AIR	TELEPHONE	01-55-27-7033	48.99	48.99
07/23	07/19/2023	37332	2058	FRONTIER	070723PW	TELEPHONE	03-54-25-7033	110.90	110.90
Total 37332:									159.89
37333									
07/23	07/19/2023	37333	6753	GUARINO-MARTINEZ, SHAWNA	50127001	REFUND DEPOSIT	02-00-00-2230	43.69	43.69
Total 37333:									43.69
37334									
07/23	07/19/2023	37334	6755	KIRK, J. & BODENSTEIN, I	BF 7132023	BACKFLOW REIMBURSE	08-14-27-8101	7,411.71	7,411.71
Total 37334:									7,411.71
37335									
07/23	07/19/2023	37335	1536	LAW OFFICES OF CHERI EMM-SMITH	JOP - JULY 20	JOP SERVICES	01-53-15-7021	650.00	650.00
Total 37335:									650.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37336									
07/23	07/19/2023	37336	1588	MARRACCINI PLUMBING	78520	SERVICES	01-51-14-7011	60.00	60.00
Total 37336:									60.00
									60.00
37337									
07/23	07/19/2023	37337	6391	MASON VALLEY TIRE	3251	SERVICES	03-54-25-7044	902.76	902.76
Total 37337:									902.76
									902.76
37338									
07/23	07/19/2023	37338	6695	OSKAR SEPTIC SERVICES, LLC	5325	SERVICES	08-14-27-8101	400.00	400.00
Total 37338:									400.00
									400.00
37339									
07/23	07/19/2023	37339	1795	PUBLIC EMP. BENEFITS PROGRAM	JULY 2023	POLICE- RETIREE INS. P	01-52-20-6110	1,151.23	1,151.23
Total 37339:									1,151.23
									1,151.23
37340									
07/23	07/19/2023	37340	6624	TEXT MY GOV	501449	ANNUAL SUPPORT AGRE	03-54-25-7011	3,500.00	3,500.00
Total 37340:									3,500.00
									3,500.00
37341									
07/23	07/19/2023	37341	6505	WASHINGTON NATIONAL INS. CO	P2338355 - JU	LIFE INSURANCE	00-00-00-2016	117.95	117.95
Total 37341:									117.95
									117.95
37353									
07/23	07/26/2023	37353	1021	AFLAC	654712- JULY	AFLAC INSURANCE	00-00-00-2015	236.85	236.85
Total 37353:									236.85
									236.85
37354									
07/23	07/26/2023	37354	6244	ARELLANO HEATING & AIR	P2263	SERVICES	02-54-25-7011	2,235.00	2,235.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37354:									2,235.00
37355									
07/23	07/26/2023	37355	1170	CHARTER COMMUNICATIONS	013772207142	PD- INTERNET	01-52-20-7033	159.98	159.98
Total 37355:									159.98
37356									
07/23	07/26/2023	37356	1633	GUARDIAN- DENTAL	AUGUST 2023	DENTAL INSURANCE- RE	00-00-00-2023	1,248.66	1,248.66
Total 37356:									1,248.66
37357									
07/23	07/26/2023	37357	1948	GUARDIAN- LIFE	AUGUST 2023	HOSPITAL INS. - LIFE	00-00-00-2023	377.00	377.00
Total 37357:									377.00
37358									
07/23	07/26/2023	37358	2212	LAHONTAN PARAMEDICAL	4405	MEDICAL SERVICES	02-54-25-7011	50.00	50.00
Total 37358:									50.00
37359									
07/23	07/26/2023	37359	1566	LYON COUNTY CLERK TREASURER	23-24 TAXES	PROPERTY TAXES	02-54-25-7011	9.16	9.16
Total 37359:									9.16
37360									
07/23	07/26/2023	37360	1566	LYON COUNTY CLERK TREASURER	23-24 TAXES	PROPERTY TAXES	02-54-25-7011	738.32	738.32
Total 37360:									738.32
37361									
07/23	07/26/2023	37361	1566	LYON COUNTY CLERK TREASURER	23-24 TAXES	PROPERTY TAXES	02-54-25-7011	6,639.86	6,639.86
Total 37361:									6,639.86

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37362									
07/23	07/26/2023	37362	1566	LYON COUNTY CLERK TREASURER	23-24 TAXES	PROPERTY TAXES	02-54-25-7011	65.32	65.32
Total 37362:									65.32
37363									
07/23	07/26/2023	37363	1621	MCMASTER-CARR	10496868	EQUIPMENT	03-54-25-7011	117.40	117.40
Total 37363:									117.40
37364									
07/23	07/26/2023	37364	1688	NV LEAGUE OF CITIES & MUNICIPALI	2023 CONF -	CONFERENCE	03-54-25-7040	375.00	375.00
Total 37364:									375.00
37365									
07/23	07/26/2023	37365	1761	PAPE MACHINERY	14635946	EQUIPMENT	03-54-25-7043	56.99	56.99
Total 37365:									56.99
37366									
07/23	07/26/2023	37366	6756	ROOD & ASSOCIATES	043-001	AIRPORT	01-55-27-7011	3,200.00	3,200.00
Total 37366:									3,200.00
37367									
07/23	07/26/2023	37367	6757	SOUTHWOOD ASSOC, LLC	BF 7212023	BACKFLOW REIMBURSE	08-14-27-8101	8,000.00	8,000.00
Total 37367:									8,000.00
37368									
07/23	07/26/2023	37368	2028	U.S. POSTAL SERVICE	7252023	POSTAGE FOR MACHINE	03-54-25-7011	500.00	500.00
Total 37368:									500.00
37369									
07/23	07/26/2023	37369	2016	ULINE	165774162	SUPPLIES	02-54-25-7011	654.37	654.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37369:									654.37
37370									
07/23	07/26/2023	37370	2016	ULINE	165768204	SUPPLIES	08-14-27-8101	4,809.11	4,809.11
Total 37370:									4,809.11
37371									
07/23	07/26/2023	37371	2063	VISION SERVICE PLAN (NV)	818353659-A	VISION SERVICES- RETI	00-00-00-2023	171.10	171.10
Total 37371:									171.10
37372									
07/23	07/26/2023	37372	6317	WESTERN ENVIRONMENTAL TESTIN	23060663	TESTING	02-54-25-7050	88.00	88.00
07/23	07/26/2023	37372	6317	WESTERN ENVIRONMENTAL TESTIN	23060718	TESTING	02-54-25-7050	82.00	82.00
07/23	07/26/2023	37372	6317	WESTERN ENVIRONMENTAL TESTIN	23070241	TESTING	02-54-25-7050	188.00	188.00
Total 37372:									358.00
37373									
07/23	07/26/2023	37373	6758	YERINGTON MANOR	BF 7212023	BACKFLOW REIMBURSE	08-14-27-8101	8,000.00	8,000.00
Total 37373:									8,000.00
37374									
07/23	07/26/2023	37374	6409	CANON FINANCIAL SERVICES, INC.	30853647	PRINTER USAGE	01-52-20-7041	858.22	858.22
Total 37374:									858.22
37375									
07/23	07/26/2023	37375	1324	DOWL, LLC	R4001.089.05-	GENERAL ENGINEERING	03-54-25-7027	1,140.00	1,140.00
Total 37375:									1,140.00
37376									
07/23	07/26/2023	37376	6593	LANDEROS, KARINA	2005118	PARK DEPOSIT REFUND	01-20-00-3179	200.00	200.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37376:									200.00
37377									
07/23	07/26/2023	37377	1566	LYON COUNTY CLERK TREASURER	JULY 22- SEP	LYON CO ROAD TAX	01-00-00-2220	33,995.70	33,995.70
Total 37377:									33,995.70
37378									
07/23	07/26/2023	37378	1566	LYON COUNTY CLERK TREASURER	JUNE 2023	GEN MARKER TESTING	01-00-00-2312	83.31	83.31
Total 37378:									83.31
37379									
07/23	07/26/2023	37379	1824	RENO GAZETTE-JOURNAL	5708768	LEGAL ADVERTISING	01-51-14-7026	204.74	204.74
Total 37379:									204.74
37380									
07/23	07/26/2023	37380	1968	STATE TREASURER'S OFFICE	JUNE 2023	STATE PERM SCHOOL FI	01-17-00-3177	602.57	602.57
Total 37380:									602.57
37381									
07/23	07/26/2023	37381	6704	STRUCTURE CAST	9215	BATHROOM - MT VIEW P	08-14-27-8101	28,000.00	28,000.00
Total 37381:									28,000.00
37382									
07/23	07/26/2023	37382	6495	UNITED RENTALS	220644160-00	EQUIPMENT	01-51-14-7081	187.68	187.68
Total 37382:									187.68
37383									
07/23	07/26/2023	37383	1406	WELLS FARGO BANK-REMIT. CNTR	70723BECK	DENNIS - CREDIT CARD	03-54-25-7011	162.98	162.98
Total 37383:									162.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37384									
08/23	08/01/2023	37384	1170	CHARTER COMMUNICATIONS	014026207192	WTP-INTERNET	02-54-25-7033	129.99	129.99
Total 37384:									129.99
37385									
08/23	08/01/2023	37385	6278	CIGNA	3222301- AUG	MEDICAL INS-DEP	00-00-00-2023	23,464.36	23,464.36
Total 37385:									23,464.36
37386									
08/23	08/01/2023	37386	2058	FRONTIER	072223PD	TELEPHONE	01-52-20-7033	426.42	426.42
08/23	08/01/2023	37386	2058	FRONTIER	072423CH	TELEPHONE	03-54-25-7033	595.28	595.28
08/23	08/01/2023	37386	2058	FRONTIER	072523FIRE	TELEPHONE	03-54-25-7033	955.74	955.74
Total 37386:									1,977.44
37387									
08/23	08/01/2023	37387	1383	GRAINGER	9779098616	EQUIPMENT	03-54-25-7011	89.52	89.52
08/23	08/01/2023	37387	1383	GRAINGER	97846003459	EQUIPMENT	03-54-25-7043	2,051.30	2,051.30
Total 37387:									2,140.82
37388									
08/23	08/01/2023	37388	1536	LAW OFFICES OF CHERI EMM-SMITH	JULY 2023	Judge Services	01-53-15-7131	2,250.91	2,250.91
Total 37388:									2,250.91
37389									
08/23	08/01/2023	37389	1566	LYON COUNTY CLERK TREASURER	AUG 2023 PU	PUBLIC DEFENDER CON	01-53-15-7031	2,000.00	2,000.00
Total 37389:									2,000.00
37390									
08/23	08/01/2023	37390	6759	MASSEY, TAURUS	12014605	REFUND DEPOSIT	02-00-00-2230	38.48	38.48
Total 37390:									38.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37391									
08/23	08/01/2023	37391	1965	NDEP	LY-255-C 2023	PERMIT	02-54-25-7008	1,726.50	1,726.50
Total 37391:									1,726.50
37392									
08/23	08/01/2023	37392	1965	NDEP	LY-255-TPAS-	PERMIT	02-54-25-7008	2,340.00	2,340.00
Total 37392:									2,340.00
37393									
08/23	08/01/2023	37393	1902	NV ENERGY	312572-0723	POWER	23-54-25-7033	306.11	306.11
08/23	08/01/2023	37393	1902	NV ENERGY	475438-0723	POWER	03-54-25-7033	12,198.50	12,198.50
08/23	08/01/2023	37393	1902	NV ENERGY	475453-0723	POWER	03-54-25-7033	4,625.03	4,625.03
08/23	08/01/2023	37393	1902	NV ENERGY	475616-0723	POWER	01-55-27-7033	4,723.05	4,723.05
08/23	08/01/2023	37393	1902	NV ENERGY	512345-0723	POWER	03-54-25-7033	103.55	103.55
08/23	08/01/2023	37393	1902	NV ENERGY	513290-0723	POWER	23-54-25-7033	94.38	94.38
08/23	08/01/2023	37393	1902	NV ENERGY	533954-0723	POWER	01-55-27-7033	91.84	91.84
08/23	08/01/2023	37393	1902	NV ENERGY	546699-0723	POWER	03-54-25-7033	103.80	103.80
08/23	08/01/2023	37393	1902	NV ENERGY	706659-0723	POWER	02-54-25-7033	37.72	37.72
Total 37393:									22,283.98
37394									
08/23	08/01/2023	37394	1688	NV LEAGUE OF CITIES & MUNICIPALI	CONF 2023- J	CONFERENCE	03-54-25-7040	375.00	375.00
Total 37394:									375.00
37395									
08/23	08/01/2023	37395	6720	O'BRIEN, LORI	10257508	REFUND DEPOSIT	02-00-00-2230	38.48	38.48
Total 37395:									38.48
37396									
08/23	08/01/2023	37396	1761	PAPE MACHINERY	14665577	EQUIPMENT	02-54-25-7043	11.46	11.46
Total 37396:									11.46

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37397									
08/23	08/01/2023	37397	1843	SADA SYSTEMS INC.	INV202686	INTERNET ACCOUNT SE	03-54-25-7011	2,952.00	2,952.00
Total 37397:									2,952.00
37398									
08/23	08/01/2023	37398	1974	STUDIO 33	4197	PRINTED MATERIALS	01-51-14-7011	733.00	733.00
Total 37398:									733.00
37399									
08/23	08/01/2023	37399	6689	TERMINEX PROCESSING CENTER	435793521	SERVICES	01-51-14-7011	80.00	80.00
Total 37399:									80.00
37400									
08/23	08/01/2023	37400	2032	UNDERGROUND SERVICE ALERT	2023132969	SERVICES	01-54-26-7033	1,511.27	1,511.27
Total 37400:									1,511.27
37401									
08/23	08/01/2023	37401	6443	VERDEK LLC	Q 7532	ANNUAL CONTRACT	01-51-14-7011	2,608.00	2,608.00
Total 37401:									2,608.00
37402									
08/23	08/01/2023	37402	2060	VERIZON WIRELESS	9940195950	WIRELESS SERVICE	03-54-25-7033	654.09	654.09
Total 37402:									654.09
37403									
08/23	08/01/2023	37403	2060	VERIZON WIRELESS	9940217049	WIRELESS SERVICE	03-54-25-7033	1,164.42	1,164.42
Total 37403:									1,164.42
37404									
08/23	08/01/2023	37404	6317	WESTERN ENVIRONMENTAL TESTIN	23060548	TESTING	02-54-25-7050	606.00	606.00
08/23	08/01/2023	37404	6317	WESTERN ENVIRONMENTAL TESTIN	23060662	TESTING	02-54-25-7050	298.00	298.00
08/23	08/01/2023	37404	6317	WESTERN ENVIRONMENTAL TESTIN	23060665	TESTING	02-54-25-7050	3,628.00	3,628.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
08/23	08/01/2023	37404	6317	WESTERN ENVIRONMENTAL TESTIN	23080599	TESTING	02-54-25-7050	148.00	148.00
Total 37404:									4,680.00
37405									
08/23	08/02/2023	37405	1958	EMPLOYMENT SECURITY DIVISION	MAY 2023-MO	Unemployment Benefits	09-10-00-7010	384.00	384.00
Total 37405:									384.00
37406									
08/23	08/02/2023	37406	1406	WELLS FARGO BANK-REMIT. CNTR	70223JAY	JAY - CREDIT CARD	03-54-25-7011	1,481.01	1,481.01
Total 37406:									1,481.01
37415									
08/23	08/08/2023	37415	1023	ALLIED SANITATION	11140	SERVICES	01-56-35-7011	355.00	355.00
Total 37415:									355.00
37416									
08/23	08/08/2023	37416	6607	AMAZON CAPITAL SERVICES	1M9T-WPCK-	MISC SUPPLIES	02-54-25-7050	199.98	199.98
Total 37416:									199.98
37417									
08/23	08/08/2023	37417	6607	AMAZON CAPITAL SERVICES	1M9T-WPCK-J	MISC	02-54-25-7052	6,310.67	6,310.67
Total 37417:									6,310.67
37418									
08/23	08/08/2023	37418	1976	AMERICAN LEGAL PUBLISHING	27008	CITY ORDINANCES	01-53-15-7011	83.00	83.00
Total 37418:									83.00
37419									
08/23	08/08/2023	37419	1031	ARIGONI, ROBERT	JULY 23 PC	Planning Commission	01-51-14-5113	25.00	25.00
Total 37419:									25.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37420									
08/23	08/08/2023	37420	1868	AT & T LONG DISTANCE	1178254129	LONG DISTANCE	03-54-25-7033	10.83	10.83
08/23	08/08/2023	37420	1868	AT & T LONG DISTANCE	2177050116	LONG DISTANCE	03-54-25-7033	2.19	2.19
08/23	08/08/2023	37420	1868	AT & T LONG DISTANCE	278711468	LONG DISTANCE	03-54-25-7033	2.11	2.11
Total 37420:									15.13
37421									
08/23	08/08/2023	37421	1086	BODENSTEIN, ERIC	JULY 23 PC	Planning Commission	01-51-14-5113	25.00	25.00
Total 37421:									25.00
37422									
08/23	08/08/2023	37422	6095	Bull, Elmer	JULY 23 PC	PLANNING COMISSION	01-51-14-5113	25.00	25.00
Total 37422:									25.00
37423									
08/23	08/08/2023	37423	1146	CASELLE, INC.	126528- SEPT	Support Contract	03-54-25-7011	1,756.00	1,756.00
Total 37423:									1,756.00
37424									
08/23	08/08/2023	37424	1232	D & S WASTE REMOVAL	230731390000	WASTE REMOVAL	02-54-25-7049	1,165.49	1,165.49
Total 37424:									1,165.49
37425									
08/23	08/08/2023	37425	1273	DOUGLAS, STEVE	JULY 2023 PC	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 37425:									25.00
37426									
08/23	08/08/2023	37426	1319	ESRI, INC.	94531241	SOFTWARE RENEWAL	03-54-25-7011	480.00	480.00
Total 37426:									480.00
37427									
08/23	08/08/2023	37427	6762	FERRONI, ENRICO	12520318	REFUND DEPOSIT	02-00-00-2230	9.19	9.19

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37427:									9.19
37428									
08/23	08/08/2023	37428	1335	FIRST ADVANTAGE OHS	2505932307	MEDICAL SERVICES	02-54-25-7011	91.68	91.68
Total 37428:									91.68
37429									
08/23	08/08/2023	37429	1383	GRAINGER	9788163237	EQUIPMENT	02-54-25-7011	149.93	149.93
Total 37429:									149.93
37430									
08/23	08/08/2023	37430	2034	JIM MENESINI PETROLEUM, LLC	333891	PW- FUEL	02-54-25-7049	4,127.66	4,127.66
Total 37430:									4,127.66
37431									
08/23	08/08/2023	37431	2034	JIM MENESINI PETROLEUM, LLC	333893	PD, FUEL	01-52-20-7049	2,533.64	2,533.64
Total 37431:									2,533.64
37432									
08/23	08/08/2023	37432	6394	KUSMERZ, JIM	11318503	REFUND CREDIT	00-00-00-1075	15.75	15.75
Total 37432:									15.75
37433									
08/23	08/08/2023	37433	6688	LARSON, MICHELE	TRAINING 80	REIMBURSEMENT	01-51-14-7049	15.00	15.00
Total 37433:									15.00
37434									
08/23	08/08/2023	37434	1536	LAW OFFICES OF CHERI EMM-SMITH	AUG 2023-JO	JOP SERVICES	01-53-15-7021	650.00	650.00
Total 37434:									650.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37435									
08/23	08/08/2023	37435	6763	LEWIS, STEVEN	16002001	REFUND DEPOSIT	02-00-00-2230	34.25	34.25
Total 37435:									34.25
37436									
08/23	08/08/2023	37436	1566	LYON COUNTY CLERK TREASURER	JULY 2023 IT	IT SERVICES	03-54-25-7011	2,000.00	2,000.00
08/23	08/08/2023	37436	1566	LYON COUNTY CLERK TREASURER	W/C JULY 202	W/C SEWER - INT	23-54-25-7002	10,268.35	10,268.35
Total 37436:									12,268.35
37437									
08/23	08/08/2023	37437	6761	MCMINN, JOANNE	11109102	REFUND CREDIT	00-00-00-1075	374.81	374.81
Total 37437:									374.81
37438									
08/23	08/08/2023	37438	1098	MINDEN LAWYERS, LLC	8384 - JULY 2	PROFESSIONAL SERVIC	03-54-25-7030	7,597.70	7,597.70
Total 37438:									7,597.70
37439									
08/23	08/08/2023	37439	1902	NV ENERGY	317493-0723	POWER	01-54-26-7033	41.09	41.09
08/23	08/08/2023	37439	1902	NV ENERGY	475469-0823	POWER	02-54-25-7033	1,048.10	1,048.10
08/23	08/08/2023	37439	1902	NV ENERGY	475499-0723	POWER	01-54-26-7033	3,378.38	3,378.38
Total 37439:									4,467.57
37440									
08/23	08/08/2023	37440	1527	O'REILLY AUTOMOTIVE STORES	JULY 2023	SUPPLIES	03-54-25-7043	69.57	69.57
Total 37440:									69.57
37441									
08/23	08/08/2023	37441	6760	PACIFIC SHREDDING	5168841	SERVICES	01-53-15-7011	204.00	204.00
Total 37441:									204.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37442									
08/23	08/08/2023	37442	6207	Parrott, Lacey	JULY 23 PC	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 37442:									25.00
37443									
08/23	08/08/2023	37443	2234	PERI AND SONS FARMS	30007401	REFUND DEPOSIT	23-00-00-2230	23.02	23.02
Total 37443:									23.02
37444									
08/23	08/08/2023	37444	1806	QUILL CORPORATION	33545597	OFFICE SUPPLIES	01-51-14-7011	31.99	31.99
08/23	08/08/2023	37444	1806	QUILL CORPORATION	33552886	OFFICE SUPPLIES	01-51-14-7011	9.99	9.99
08/23	08/08/2023	37444	1806	QUILL CORPORATION	33553538	OFFICE SUPPLIES	03-54-25-7011	282.32	282.32
08/23	08/08/2023	37444	1806	QUILL CORPORATION	33559355	OFFICE SUPPLIES	03-54-25-7011	122.99	122.99
Total 37444:									447.29
37445									
08/23	08/08/2023	37445	6212	RALEY'S	JULY 2023	SUPPLIES	03-54-25-7011	173.26	173.26
Total 37445:									173.26
37446									
08/23	08/08/2023	37446	1938	SOUTHWEST GAS CORP	72823CAL	UTILITIES	02-54-25-7033	72.34	72.34
08/23	08/08/2023	37446	1938	SOUTHWEST GAS CORP	72823GOLDP	UTILITIES	02-54-25-7033	70.30	70.30
08/23	08/08/2023	37446	1938	SOUTHWEST GAS CORP	72823GOLDP	UTILITIES	03-54-25-7033	36.36	36.36
08/23	08/08/2023	37446	1938	SOUTHWEST GAS CORP	72823TROW	UTILITIES	01-59-35-7033	160.62	160.62
08/23	08/08/2023	37446	1938	SOUTHWEST GAS CORP	72823TROW2	UTILITIES	02-54-25-7033	52.28	52.28
Total 37446:									391.90
37447									
08/23	08/08/2023	37447	1969	STICKS & STONES	JULY 2023	SUPPLIES AND SERVICE	02-54-25-7011	398.59	398.59
Total 37447:									398.59
37448									
08/23	08/08/2023	37448	2026	TRUE VALUE	JULY 2023	SUPPLIES	03-54-25-7011	317.64	317.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37448:									317.64
37449									
08/23	08/08/2023	37449	2016	ULINE	166491623	EQUIPMENT	03-54-25-7011	67.56	67.56
08/23	08/08/2023	37449	2016	ULINE	166740278	EQUIPMENT	03-54-25-7011	1,118.74	1,118.74
Total 37449:									1,186.30
37450									
08/23	08/08/2023	37450	2066	WAGNER, DARREN	BONUS 80423	BONUS CHECK	01-52-20-7011	2,342.70	2,342.70
Total 37450:									2,342.70
37451									
08/23	08/08/2023	37451	2098	YERINGTON AUTO PARTS	JULY 2023	SUPPLIES	03-54-25-7043	796.40	796.40
Total 37451:									796.40
37452									
08/23	08/09/2023	37452	6766	FIRST RESPONDERS BENEFIT	EVENT 81520	REIMBURSEMENT FOR E	01-20-00-3179	675.00	675.00
Total 37452:									675.00
37453									
08/23	08/09/2023	37453	6282	GRAFICS UNLIMITED	508158	SERVICES/SUPPLIES	08-14-27-8101	690.00	690.00
Total 37453:									690.00
37454									
08/23	08/09/2023	37454	5949	Lyon County Fair Board	RM TAX JAN-J	ROOM TAX REIMBURSE	08-14-25-8080	5,000.00	5,000.00
Total 37454:									5,000.00
37455									
08/23	08/09/2023	37455	6765	MCCARTY, LENNY	MT23073	CASH BAIL REFUND	01-17-00-3148	355.00	355.00
Total 37455:									355.00

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 7/18/2023 - 8/18/2023Page: 18
Aug 23, 2023 08:21AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37456									
08/23	08/09/2023	37456	6764	MORENO VELASQUEZ, RICARDO	YE01070 BON	CIVIL BOND HOLDING	01-17-00-4000	150.00	150.00
Total 37456:									150.00
37457									
08/23	08/09/2023	37457	1650	MPH INDUSTRIES, INC.	6019704	EQUIPMENT AND SERVI	08-14-27-8101	4,258.00	4,258.00
Total 37457:									4,258.00
37458									
08/23	08/09/2023	37458	6767	SOTO, JANET	EVENT 70823	REIMBURSEMENT FOR E	01-20-00-3179	250.00	250.00
Total 37458:									250.00
37459									
08/23	08/14/2023	37459	6743	CYLEX SIGNS	3488A	CITY SIGN	08-14-27-8101	2,664.54	2,664.54
Total 37459:									2,664.54
37460									
08/23	08/14/2023	37460	1261	DESERT ENGINEERING	50234	SERVICES	08-14-27-8101	16,694.00	16,694.00
Total 37460:									16,694.00
37461									
08/23	08/14/2023	37461	1324	DOWL, LLC	R4001.2235-8	PAPI & REIL REPLACEME	08-14-36-8089	4,750.00	4,750.00
Total 37461:									4,750.00
37462									
08/23	08/14/2023	37462	1324	DOWL, LLC	7363.30146.01	PUMP STATION	08-14-27-8101	7,747.50	7,747.50
Total 37462:									7,747.50
37463									
08/23	08/14/2023	37463	1324	DOWL, LLC	7363.30146.02	GOLDFIELD PAVING	08-14-27-8101	365.00	365.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37463:									365.00
37464									
08/23	08/14/2023	37464	6270	FREEDOM MAILING SERVICES, INC	45859	BILLING	03-54-25-7011	1,255.57	1,255.57
Total 37464:									1,255.57
37465									
08/23	08/14/2023	37465	1566	LYON COUNTY CLERK TREASURER	23-24 TAXES	TAXES	02-54-25-7008	738.32	738.32
Total 37465:									738.32
37466									
08/23	08/14/2023	37466	1566	LYON COUNTY CLERK TREASURER	23-24 TAXES	TAXES	02-54-25-7008	6,639.86	6,639.86
Total 37466:									6,639.86
37467									
08/23	08/14/2023	37467	6610	MONROY DE NIZ, MARICELA	14- JULY 2023	CLEANING	08-14-27-8101	1,850.00	1,850.00
Total 37467:									1,850.00
37468									
08/23	08/14/2023	37468	1902	NV ENERGY	312895-0823	POWER	03-54-25-7033	1,820.45	1,820.45
08/23	08/14/2023	37468	1902	NV ENERGY	441484-0823	POWER	01-59-35-7033	80.17	80.17
Total 37468:									1,900.62
37469									
08/23	08/14/2023	37469	6689	TERMINEX PROCESSING CENTER	436305583	SERVICES	01-51-14-7011	80.00	80.00
Total 37469:									80.00
37470									
08/23	08/14/2023	37470	2028	U.S. POSTAL SERVICE	8142023	POSTAGE FOR MACHINE	03-54-25-7011	500.00	500.00
Total 37470:									500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37471									
08/23	08/14/2023	37471	2088	WESTERN NEVADA SUPPLY	JULY 2023	SUPPLIES	03-54-25-7011	1,793.76	1,793.76
Total 37471:									1,793.76
37472									
08/23	08/14/2023	37472	2094	WILD WEST CHEVROLET	6023939	SERVICES	01-51-14-7011	157.50	157.50
Total 37472:									157.50
37473									
08/23	08/14/2023	37473	2094	WILD WEST CHEVROLET	5007225	EQUIPMENT	03-54-25-7011	1,199.00	1,199.00
Total 37473:									1,199.00
37474									
08/23	08/14/2023	37474	2099	XPRESS BILL PAY	INV-XPR0024	EFT TRANSACTIONS	03-54-25-7011	674.50	674.50
Total 37474:									674.50
37475									
08/23	08/15/2023	37475	1146	CASELLE, INC.	126277-CU JU	CLEAN UP	03-54-25-7011	650.00	650.00
Total 37475:									650.00
37476									
08/23	08/15/2023	37476	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	02-00-00-1580	42,220.00	42,220.00
Total 37476:									42,220.00
37477									
08/23	08/15/2023	37477	1324	DOWL, LLC	R4001.1136.P	WATER & SEWER REHAB	03-00-00-1580	11,250.00	11,250.00
Total 37477:									11,250.00
37478									
08/23	08/15/2023	37478	1324	DOWL, LLC	R4001.1008-7	PAIUTE TRIBE	02-00-00-1575	6,986.25	6,986.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 37478:									6,986.25
37479									
08/23	08/15/2023	37479	1801	Q & D CONSTRUCTION	APP34WATER	WATER / SEWER REPLA	02-00-00-1580	229,164.95	229,164.95
Total 37479:									229,164.95
37480									
08/23	08/15/2023	37480	1801	Q & D CONSTRUCTION	APP34SEWE	WATER / SEWER REPLA	03-00-00-1580	145,971.28	145,971.28
Total 37480:									145,971.28
37481									
08/23	08/15/2023	37481	1801	Q & D CONSTRUCTION	COLONYWAT	COLONY WATER	02-00-00-1575	9,813.38	9,813.38
Total 37481:									9,813.38
Grand Totals:									811,955.33

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	390.56	.00	390.56
00-00-00-2015	236.85	.00	236.85
00-00-00-2016	117.95	.00	117.95
00-00-00-2023	25,261.12	.00	25,261.12
00-00-00-2200	.00	26,006.48-	26,006.48-
01-00-00-2200	.00	79,220.14-	79,220.14-
01-00-00-2220	33,995.70	.00	33,995.70
01-00-00-2303	8.12	.00	8.12
01-00-00-2304	258.70	.00	258.70
01-00-00-2306	128.43	.00	128.43
01-00-00-2312	15.19	.00	15.19
01-17-00-3148	355.00	.00	355.00
01-17-00-3177	165.44	.00	165.44

GL Account	Debit	Credit	Proof
01-17-00-4000	150.00	.00	150.00
01-20-00-3179	1,125.00	.00	1,125.00
01-51-14-5113	125.00	.00	125.00
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	7,582.88	.00	7,582.88
01-51-14-7026	204.74	.00	204.74
01-51-14-7030	5,002.85	.00	5,002.85
01-51-14-7033	1,331.65	.00	1,331.65
01-51-14-7040	250.00	.00	250.00
01-51-14-7041	228.58	.00	228.58
01-51-14-7044	300.92	.00	300.92
01-51-14-7046	75.67	.00	75.67
01-51-14-7049	15.00	.00	15.00
01-51-14-7081	1,745.67	.00	1,745.67
01-52-20-6110	523.54	.00	523.54
01-52-20-7011	2,342.70	.00	2,342.70
01-52-20-7032	300.00	.00	300.00
01-52-20-7033	1,731.76	.00	1,731.76
01-52-20-7040	402.66	.00	402.66
01-52-20-7041	172.48	.00	172.48
01-52-20-7044	256.15	.00	256.15
01-52-20-7046	33.94	.00	33.94
01-52-20-7049	2,533.64	.00	2,533.64
01-53-15-7011	637.25	.00	637.25
01-53-15-7021	1,300.00	.00	1,300.00
01-53-15-7031	2,000.00	.00	2,000.00
01-53-15-7131	2,250.91	.00	2,250.91
01-54-26-7033	4,930.74	.00	4,930.74
01-54-26-7044	157.00	.00	157.00
01-55-27-7011	3,291.13	.00	3,291.13
01-55-27-7033	331.36	.00	331.36
01-55-27-7043	56.05	.00	56.05
01-56-35-7011	632.46	.00	632.46
01-56-35-7033	822.50	.00	822.50
01-56-35-7046	647.24	.00	647.24
01-59-35-7011	332.93	.00	332.93
01-59-35-7033	359.41	.00	359.41
02-00-00-1575	16,799.63	.00	16,799.63
02-00-00-1580	271,384.95	.00	271,384.95
02-00-00-2200	.00	355,212.43-	355,212.43-

GL Account	Debit	Credit	Proof
02-00-00-2230	264.09	.00	264.09
02-54-25-6110	258.97	.00	258.97
02-54-25-7008	11,444.68	.00	11,444.68
02-54-25-7011	21,801.22	.00	21,801.22
02-54-25-7027	3,492.50	.00	3,492.50
02-54-25-7030	5,002.85	.00	5,002.85
02-54-25-7033	12,585.90	.00	12,585.90
02-54-25-7040	250.00	.00	250.00
02-54-25-7041	228.58	.00	228.58
02-54-25-7043	1,375.26	.00	1,375.26
02-54-25-7044	804.19	.00	804.19
02-54-25-7046	75.66	.00	75.66
02-54-25-7049	4,194.11	.00	4,194.11
02-54-25-7050	5,137.99	.00	5,137.99
02-54-25-7052	111.85	.00	111.85
03-00-00-1580	157,221.28	.00	157,221.28
03-00-00-2200	.00	192,611.32-	192,611.32-
03-54-25-6110	258.97	.00	258.97
03-54-25-7011	14,049.63	.00	14,049.63
03-54-25-7027	405.00	.00	405.00
03-54-25-7030	5,002.85	.00	5,002.85
03-54-25-7033	12,656.37	.00	12,656.37
03-54-25-7040	250.00	.00	250.00
03-54-25-7041	228.58	.00	228.58
03-54-25-7043	1,648.66	.00	1,648.66
03-54-25-7044	612.50	.00	612.50
03-54-25-7046	277.48	.00	277.48
07-00-00-2200	.00	110.00-	110.00-
07-00-00-2305	50.00	.00	50.00
07-14-00-3147	60.00	.00	60.00
08-00-00-2200	.00	147,719.10-	147,719.10-
08-14-25-8080	11,109.00	.00	11,109.00
08-14-25-8090	157.50	.00	157.50
08-14-27-8101	130,897.60	.00	130,897.60
08-14-27-8103	180.00	.00	180.00
08-14-36-8089	5,375.00	.00	5,375.00
09-00-00-2200	.00	384.00-	384.00-
09-10-00-7010	384.00	.00	384.00
22-00-00-2200	.00	6,752.93-	6,752.93-
22-00-00-2230	12.49	.00	12.49

GL Account	Debit	Credit	Proof
22-54-25-7002	6,740.44	.00	6,740.44
23-00-00-2200	.00	3,938.93-	3,938.93-
23-00-00-2230	10.53	.00	10.53
23-54-25-7002	3,527.91	.00	3,527.91
23-54-25-7033	400.49	.00	400.49
Grand Totals:	811,955.33	811,955.33-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Pay Period Dates: 07/10/2023 - 07/23/2023

Aug 23, 2023 8:25AM

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
07/23/2023	PC	07/27/2023	37342	Bryant, Jeremy	647		01-00-00-201	295.52-	
07/23/2023	PC	07/27/2023	37343	Galvin, Matt	660		01-51-11-511	345.76-	
07/23/2023	PC	07/27/2023	37344	Pizzo, Frank	662		00-00-00-102	368.97-	
07/23/2023	PC	07/27/2023	37345	Coombs, Bailey	646		02-00-00-201	775.23-	
07/23/2023	PC	07/27/2023	37346	Durst Jr, Ronald	665		03-00-00-201	482.34-	
07/23/2023	PC	07/27/2023	37347	Talamante, Thomas	605		02-00-00-201	1,012.03-	
07/23/2023	PC	07/27/2023	37348	Wagner, Alec	670		02-00-00-201	847.55-	
07/23/2023	PC	07/27/2023	37349	Watson, Patrick	669		03-00-00-201	277.05-	
07/23/2023	PC	07/27/2023	37350	West, Robert	635		03-54-25-511	346.31-	
07/23/2023	PC	07/27/2023	7272301	Adams, Jarrod	582		01-52-20-511	3,254.40-	
07/23/2023	PC	07/27/2023	7272302	Becker, Dennis	20		02-54-25-511	3,339.47-	
07/23/2023	PC	07/27/2023	7272303	Brown, Jeremiah	652		01-00-00-201	3,772.27-	
07/23/2023	PC	07/27/2023	7272304	Brown, Joel	657		00-00-00-202	2,357.76-	
07/23/2023	PC	07/27/2023	7272305	Coombs, Brandon	31		01-52-20-511	5,027.65-	
07/23/2023	PC	07/27/2023	7272306	Flakus, Jay	32		01-56-35-511	2,100.55-	
07/23/2023	PC	07/27/2023	7272307	Garry, John Joseph	61		01-51-11-511	591.03-	
07/23/2023	PC	07/27/2023	7272308	Gutierrez, Tommy	659		01-55-27-511	2,394.74-	
07/23/2023	PC	07/27/2023	7272309	Jennerjohn, Richard	650		01-52-20-511	3,529.41-	
07/23/2023	PC	07/27/2023	7272310	Kusmerz, Debra K.	634		01-51-14-511	242.42-	
07/23/2023	PC	07/27/2023	7272311	Larsen, Stacey	644		01-54-26-511	1,254.92-	
07/23/2023	PC	07/27/2023	7272312	Larson, Michele	667		01-54-26-511	1,223.76-	
07/23/2023	PC	07/27/2023	7272313	Martin, Shane	648		00-00-00-102	368.97-	D
07/23/2023	PC	07/27/2023	7272314	Montes - Meza, Guadalupe	656		01-53-15-511	1,244.14-	
07/23/2023	PC	07/27/2023	7272315	Moore, Angela	653		03-54-25-511	1,395.47-	
07/23/2023	PC	07/27/2023	7272316	Phillips, Lori	39		02-54-25-511	1,797.58-	
07/23/2023	PC	07/27/2023	7272317	Ruiz, Francisco	658		03-54-25-511	1,147.85-	
07/23/2023	PC	07/27/2023	7272318	Sanabia, Andrew	663		01-52-20-511	2,431.65-	
07/23/2023	PC	07/27/2023	7272319	Shaw, Sheema D.	150		01-51-14-511	2,380.45-	
07/23/2023	PC	07/27/2023	7272320	Smith, David	157		01-54-26-511	1,171.43-	
07/23/2023	PC	07/27/2023	7272321	Stanton, Monte	642		01-55-27-511	2,553.39-	
07/23/2023	PC	07/27/2023	7272322	Sturtevant, Helen M.	163		01-00-00-201	1,472.72-	
07/23/2023	PC	07/27/2023	7272323	Switzer, Robert	643		01-51-14-511	3,702.21-	
07/23/2023	PC	07/27/2023	7272324	Wagner, Darren E.	184		00-00-00-202	2,707.14-	
07/23/2023	PC	07/27/2023	7272325	Wisner, Nicholas	177		01-52-20-511	3,312.74-	

Grand Totals:

59,524.88-

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
08/06/2023	PC	08/10/2023	37407	Coombs, Bailey	646		03-00-00-201	992.18-	
08/06/2023	PC	08/10/2023	37408	Durst Jr, Ronald	665		02-00-00-201	531.75-	
08/06/2023	PC	08/10/2023	37409	Stec, Ted	671		01-00-00-201	1,336.31-	
08/06/2023	PC	08/10/2023	37410	Talamante, Thomas	605		03-00-00-201	1,012.03-	
08/06/2023	PC	08/10/2023	37411	Wagner, Alec	670		02-54-25-511	895.76-	
08/06/2023	PC	08/10/2023	37412	Watson, Patrick	669		03-54-25-511	110.82-	
08/06/2023	PC	08/10/2023	37413	West, Robert	635		02-00-00-201	531.75-	
08/06/2023	PC	08/10/2023	8102301	Adams, Jarrod	582		00-00-00-102	1,912.54-	D
08/06/2023	PC	08/10/2023	8102302	Becker, Dennis	20		02-54-25-511	2,928.76-	
08/06/2023	PC	08/10/2023	8102303	Brown, Jeremiah	652		01-52-20-511	2,956.22-	
08/06/2023	PC	08/10/2023	8102304	Brown, Joel	657		03-54-25-511	2,357.74-	
08/06/2023	PC	08/10/2023	8102305	Coombs, Brandon	31		01-52-20-511	2,389.50-	
08/06/2023	PC	08/10/2023	8102306	Flakus, Jay	32		01-54-26-511	2,100.53-	
08/06/2023	PC	08/10/2023	8102307	Gutierrez, Tommy	659		01-55-27-511	1,885.43-	
08/06/2023	PC	08/10/2023	8102308	Jennerjohn, Richard	650		00-00-00-202	1,899.11-	
08/06/2023	PC	08/10/2023	8102309	Larsen, Stacey	644		02-54-25-511	1,254.91-	
08/06/2023	PC	08/10/2023	8102310	Larson, Michele	667		01-51-14-511	1,223.76-	
08/06/2023	PC	08/10/2023	8102311	Montes - Meza, Guadalupe	656		01-53-15-511	1,244.13-	
08/06/2023	PC	08/10/2023	8102312	Moore, Angela	653		01-56-35-511	1,338.08-	
08/06/2023	PC	08/10/2023	8102313	Phillips, Lori	39		01-51-14-511	1,797.58-	
08/06/2023	PC	08/10/2023	8102314	Ruiz, Francisco	658		03-54-25-511	1,147.85-	
08/06/2023	PC	08/10/2023	8102315	Sanabia, Andrew	663		01-52-20-511	1,600.64-	
08/06/2023	PC	08/10/2023	8102316	Shaw, Sheema D.	150		03-54-25-511	2,380.46-	
08/06/2023	PC	08/10/2023	8102317	Smith, David	157		01-59-35-511	1,485.34-	
08/06/2023	PC	08/10/2023	8102318	Stanton, Monte	642		02-54-25-511	1,544.15-	
08/06/2023	PC	08/10/2023	8102319	Sturtevant, Helen M.	163		01-52-20-511	1,472.72-	
08/06/2023	PC	08/10/2023	8102320	Switzer, Robert	643		01-55-27-511	3,702.21-	
08/06/2023	PC	08/10/2023	8102321	Wagner, Darren E.	184		00-00-00-102	2,707.14-	D
08/06/2023	PC	08/10/2023	8102322	Wisner, Nicholas	177		01-52-20-511	2,841.90-	
Grand Totals:								49,581.30-	

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Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
07/23/2023	CDPT	07/24/2023	37351	PUBLIC EMPLOYEES RETIREME	2	Retirement - Council Pay Period: 7	00-00-00-102	20,562.40-	
07/23/2023	CDPT	07/24/2023	37352	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 7/23/2023	00-00-00-102	69.75-	
07/23/2023	CDPT	07/24/2023	7242301	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	11,338.41-	
Grand Totals:								31,970.56-	
			3						

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

ITEM

#6



NEW BUSINESS LICENSE APPLICATIONS SUBMITTED TO THE CITY COUNCIL ON AUGUST 14, 2023

	APPLICANT(S)	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	COMMENTS
A	Jose & Jesus Ayala	Cobra Concrete LLC	1105 Brown Lane Fernley NV 89408	Concrete Contracting	
B	Robert Ramirez	Supermarket Chapala LLC	30 South Main Street Yerington NV 89447	Supermarket Chapala	
C	Brian Smith	Mountian Valley Roofing LLC	120 Star View Lane Smith NV 89430	Roofing	
D	Blake Sartini, Stephen Arcana, Charles Protell, Phillis Gilland	Sartini LLC	176 W. Goldfield Avenue, Yerington NV 89447	Slot Route Operator	

TYPE - NEEDS ACTION

P - Permanent M - Mobile C - Contractor H - Health Department F - Fire Department B - Building Department S - Special Use Permit

Business Status: _____
Business Licenses # 3182
Category # A
(official use only)

BUSINESS NAME: Cobra Concrete LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

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

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied []
Phone: 775-309-5457
ZONING: [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance ☒ (yes) (no)
Building Inspector _____ Date: 7/19/2023
Public Works Director _____ Date: 07/19/23
2. **Fire Department** Approved ☒ Denied []
Phone: 775-463-2261
Fire Inspector _____ Date: _____
Fire Chief _____ Date: 7-13-23
3. **Nevada Health Dept.** Approved [] Denied []
Phone: 775-684-4200
Inspector _____ Date: _____
4. **Police Department** Approved ☒ Denied []
Phone: 775-463-2333
Police Chief _____ Date: 07-19-23
5. **City Clerk** Approved ☒ Denied []
City Clerk: _____ Date: 7-19-23
6. **City Council Approval** Approved [] Denied []
Mayor: _____ Date: _____

Check List: (official use)

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

Business Status: _____
Business Licenses # 3320
Category # 13
(official use only)

BUSINESS NAME: Supermarket Chapala LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

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

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☒ Denied ☐
Phone: 775-463-3511
ZONING: [] [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)
Building Inspector Joe Brown Date: 6-21-2023
(Signature)
Public Works Director [Signature] Date: 07/19/2023
(Signature)
2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261
Fire Inspector [Signature] Date: 6-26-23
(Signature)
Fire Chief [Signature] Date: 6-26-23
(Signature)
3. **Nevada Health Dept.** Approved ☒ Denied ☐
Phone: 775-684-4200
Inspector Amber Durfee Date: 6/26/23
(Signature)
4. **Police Department** Approved ☒ Denied ☐
Phone: 775-463-2333
Police Chief [Signature] Date: 07-19-2023
(Signature)
5. **City Clerk** Approved ☒ Denied ☐
City Clerk: [Signature] Date: 7-19-2023
(Signature)
6. **City Council Approval** Approved ☐ Denied ☐
Mayor: _____ Date: _____
(Signature)

Check List: (official use)

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

Business Status: _____
Business Licenses # 3319
Category # A
(official use only)

BUSINESS NAME: Mountain Valley Roofing, LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

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

REQUIRED INSPECTIONS:

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

1. **Public Works** Approved ☐ Denied ☐
Phone: 775-309-5457
ZONING: ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance (yes) (no)
Building Inspector J. B. Mason Date: 6-7-2023
(Signature)
Public Works Director [Signature] Date: 07/19/2023
(Signature)

2. **Fire Department** Approved ☒ Denied ☐
Phone: 775-463-2261
Fire Inspector _____ Date: _____
(Signature)
Fire Chief [Signature] Date: 7-13-23
(Signature)

3. **Nevada Health Dept.** Approved ☐ Denied ☐
Phone: 775-684-4200
Inspector _____ Date: _____
(Signature)

4. **Police Department** Approved ☒ Denied ☐
Phone: 775-463-2333
Police Chief [Signature] Date: 07-19-2023
(Signature)

5. **City Clerk** Approved ☒ Denied ☐
City Clerk: [Signature] Date: 7-19-2023
(Signature)

6. **City Council Approval** Approved ☐ Denied ☐
Mayor: _____ Date: _____
(Signature)

Check List: (official use)

State Business License ☐ YES ☐ NO ☐ N/A
Employee Insurance ☐ YES ☐ NO ☐ N/A

Business Status: _____
Business Licenses # 3321
Category # A
(official use only)

BUSINESS NAME: Sartini Gaming, LLC db at Raley's #123

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee:

Choose One:

- ☒ **Permanent Business** -- Billed Quarterly from Matrix. (refer to Instruction Page)
☐ **Short Term Project** -- To be completed within 30 days. (\$50.00 Fee)
☐ **Single Project** -- Single job to be completed within one year. (\$50.00 Fee)

\$ 20.00

\$ _____
\$ _____

TOTAL FEES PAID: \$ 20.00

REQUIRED INSPECTIONS:

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

1. **Public Works**

Phone: 775-309-5457

Approved ☒ Denied ☐

ZONING: [] [] [] [] [] [] [] [] []
R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
Does business comply with existing zoning and current codes? Compliance ☒ (yes) ☐ (no)

Building Inspector _____

Date: 6-28-2023

Public Works Director _____

Date: 06/29/23

2. **Fire Department**

Phone: 775-463-2261

Approved ☒ Denied ☐

Fire Inspector _____

Date: _____

Fire Chief _____

Date: 7-13-23

3. **Nevada Health Dept.**

Phone: 775-684-4200

Approved ☐ Denied ☐

Inspector _____

Date: _____

4. **Police Department**

Phone: 775-463-2333

Approved ☒ Denied ☐

Police Chief _____

Date: 06-27-2023

5. **City Clerk**

City Clerk: _____

Approved ☒ Denied ☐

Date: 7-19-2023

6. **City Council Approval**

Approved ☐ Denied ☐

Mayor: _____

Date: _____

Check List: (official use)

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

ITEM

#7



Business Licenses to be Revoked. Submitted to the City Council on August 28, 2023

Original Affidavit sent June 15th, 2023								
	Business Name	Lic. Numb.	Qtr. Payment	Bus. Class	Certified Letter Sent	Received Letter	Certified Returned Un-open	Comments
A	La Oaxaquena	3095	\$15.00	A	7/12/2023	YES	NO	
B	MATTHEWS AVIATION	839	\$30.00	A	08/03/2023	YES	NO	
C	Vasquez Lawn Care	1688	\$15.00	A	08/03/2023	YES	NO	
D	Dollar General #13997	1885	\$120.00	B	08/03/2023	YES	NO	
E	The Friend's Carpet Cleaning	2013	\$15.00	A	08/03/2023	YES	NO	
F	Damselfly Improvement, LLC dba Da Bella	3174	\$30.00	A	08/03/2023	YES	NO	
G	Titan Solar Power NV, Inc.	3246	\$15.00	B	08/03/2023	YES	NO	
H	Mav's Heating	3288	\$15.00	C	08/03/2023	UNKNOWN	NO	
I	SIERRA NEVADA PRESSURE WASHING, LLP	3290	\$15.00	A	08/03/2023	Yes	NO	
J	OASIS AUTOMOTIVE SPECIALTIES, LLC.	3300	\$15.00	A	08/03/2023	YES	NO	
K	JOSH BURAU CONSTRUCTION	3301	\$15.00	A	08/03/2023	YES	NO	
	If there is no one available to sign for the letter an orange notice is left in the owner's mail box / P.O. Box, to let them know they have a certified letter waiting for their signature. If not picked up a second notice is sent 5-6 days later. A final notice is sent 10- 11 days from original mailing date. If letter is not picked up by the 15th day the letter is returned to sender.							

ITEM

#8



BILL NO. 426

ORDINANCE NO. 23-01

TITLE

Ordinance No. 23-01 adopting a Development Agreement between Creative Homes Investment Group, LLC., a Nevada Limited Liability Company, and the City of Yerington, a municipal corporation, regarding the development of an off-site sewer improvement for a subdivision located in the City of Yerington and known as Grand Estates Phase 2 (Assessor Parcel Number 001-643-01).

SUMMARY

An ordinance adopting a Development Agreement between Creative Homes Investment Group, LLC., a Nevada Limited Liability Company, and the City of Yerington, a municipal corporation, outlining the parties' rights and obligations regarding the development of off-site sewer improvements for a single family residential subdivision located in the City of Yerington and known as Grand Estates Phase 2 (APN 001-643-01), and which includes improvements associated with the sewer lift station and sewer lines connecting to the Lyon County gravity sewer system near Penrose Drive and Scarsdale Drive; and other matters properly related thereto.

The City Council of the City of Yerington, do hereby ordain:

SECTION I: The Council finds that the Development Agreement with Creative Homes Investment Group, LLC. for the development of off-site sewer improvements complies with the provisions of Chapters 278 and 278A of the Nevada Revised Statutes; is consistent with the provisions of Yerington City Code 11-7-1(b); will not be detrimental to adjacent property owners or the community; plans are included therein to address the timing of the improvement; and it provides a clear and substantial benefit to the residents of the City of Yerington.

SECTION II: Pursuant to Nevada Revised Statutes and Yerington City Code, the Development Agreement between Creative Homes Investment Group, LLC. and the City of Yerington is approved upon the adoption of this ordinance's effective date.

Proposed on this 24th day of July, 2023 Proposed

by: Councilman Shane Martin

Passed on this ____ day of _____, 2023

Vote: Ayes Council Members _____

Nays' Council Members

John J. Garry
Mayor of the City of Yerington

ATTEST:

Sheema D. Shaw, City Clerk

ITEM

#9





CITY OF YERINGTON

FY 2023-2024

DEBT MANAGEMENT POLICY

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2023-2024 DEBT MANAGEMENT POLICY

CITY OF YERINGTON POLICY STATEMENT

The City incurred a long-term debt at our wastewater treatment facility during calendar year 1992. Since that long-term loan was obtained and subsequently paid off, it has been the policy of the City Council and city management, not to create any additional debt that does not follow the criteria outlined below:

The Debt Policy of the city remains as follows:

- a. Future projects on a “pay as you go” basis is our first priority, or
- b. Major utilities projects; retire any debt incurred through User Rate Fees and/or Privilege to Connect Fees collected, or
- c. Major public works type projects; i.e. drainage, buildings, facilities, equipment acquisition, etc., by priority as follows:
 1. Federal and/or State Grants
 2. Accumulation of Fixed Asset Acquisition funds
 3. District formation under provisions set out in NRS, including NRS Chapter 318.
 4. Short-term Loan.
 5. Long-term Loan

AFFORDABILITY OF GENERAL OBLIGATION DEBT

Outstanding, Authorized and Proposed General Obligation Debt

As of June 30, 2023 the City has \$0.00 of general obligation debt outstanding.

General Obligation Bonds

The City currently has no outstanding general obligation debt paid by the levy of a specific property tax.

DEBT LIMIT EVALUATION

The capacity to incur future debt within mandated debt limitations pursuant to NRS 266.600(4) is as follows:

Debt Capacity

Currently Yerington is limited in the debt that may be incurred.

FY 2023-2024 Assessed Valuation

\$204,085,803

General Obligation Debt Limit (20%)	\$40,817,161
Outstanding General Obligation Debt	\$0.00
Percentage of Debt Compared to Assessed Value	0%
Proposed General Obligation Debt	\$0.00
Available General Obligation Debt Limit	\$40,817,161

Legislative Tax Limit

Legislative Tax Limit	\$3.6600
City's Current Tax Rate	\$0.4044
Tax rate available so as not to exceed \$3.66 limit	\$0.0000
Yerington Overlapping Tax	\$3.6600

The City of Yerington has no immediate plans or capability to increase the City tax rate.

All City current projects being considered are either from grants or have their own revenue sources. The match for some of these grants are paid for by in-kind labor and/or a small cash match.

General Obligation Debt Per Capita compared to other cities:

City	Population	Debt	Per Capita
Yerington	3,423	\$0.00	\$0.00

DEBT SALES POLICY STATEMENT

The city will continue with utilization of the open market for competitive bids with respect to financing major projects or capital improvements and then only after all grant or assistance programs are researched.

Compliance with procedures outlined in the Nevada Revised Statutes is a policy followed by the Yerington City Council with respect to the bonding and debt process.

As stated elsewhere in this report, the city traditionally looks first to pay-as-you-go, second toward available grants and matching funds and last to financing.

REVENUE SOURCE-EXISTING AND FUTURE DEBT

The current status of the city with respect to debt is as follows:

1. The City of Yerington currently has incurred medium-term financing (construction loan) for replacement of aging city water and wastewater systems with estimated interest-only payments totaling \$400,116 for FY2023-2024. Once construction is completed, the medium-term funds will be acquired by loans from the USDA with

an estimated loan amount of \$19,063,403 for water infrastructure and \$17,270,475 for wastewater infrastructure. These loan amounts have been obligated to the city by USDA at an interest rate of 1.375% and were approved and signed in 2020.

OPERATIONAL COSTS OF FUTURE CAPITAL PROJECTS

NRS 350.013 1(c)(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.

The City has a Capital Improvement Plan. Funding for all projects identified for fiscal year 2022-2023 has been identified. The City anticipates that any financial impact on the general fund will be provided for within the maximum rate calculated by the Department of Taxation and that no tax overrides for operational costs will be required.

Capital Improvement Plan

NRS 350.013 1. (d) Either:

- (1) Its plan for capital improvement for the ensuing 5 fiscal years, which must include any contemplated issuance of general obligation debt during this period and the sources of money projected to be available to pay the debt; or
- (2) A statement indicating that no changes are contemplated in its plan for capital improvement for the ensuing 5 fiscal years.

The City's Five-Year Capital Improvement Plan, which will outline the sources of money available to pay debt, is included as Appendix A.

CHIEF FINANCIAL OFFICER OF THE CITY

NRS 350.013 1 (e): A statement containing the name, title, mailing address and telephone number of the chief financial officer of the municipality.

The chief financial officer of the City of Yerington is:

Robert Switzer
City Manager
14 East Goldfield Avenue
Yerington, Nevada 89447
Phone (775) 463-3511

APPENDIX A
FIVE-YEAR
CAPITAL IMPROVEMENT PLAN



Minimum level of expenditure for items classified as capital assets		\$ 5,000.00		ENTITY: City of Yerington		
Minimum level of expenditure for items classified as capital projects		\$ 100,000.00		DATE: July 31, 2023		
		FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Fund:	Special Revenue					
Capital Improvement:	Airport Improvement Program/RNAV/Lights	316,000	316,000	316,000	139,000	139,000
Funding Source:	FAA Grants	FAA Grants	FAA Grants	FAA Grants	FAA/ALP Grant	FAA/ALP Grant
Completion Date:	6/30/2028					
Fund Total		316,000	316,000	316,000	139,000	139,000
		FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Fund:	Fixed Asset Acquisition					
Capital Improvement:	Road Maintenance/Street Sweeper	150,000	150,000	150,000		
Funding Source:	Reg. Trans. Comm. (RTC) Funds	RTC Funds	RTC Funds	RTC Funds		
Completion Date:	6/30/2026					
Fund Total		150,000	150,000	150,000		
		FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Fund:	Special Revenue					
Capital Improvement:	Pedestrian School Safety (KissNDrop)	675,000				
Funding Source:	Congressional Appropriation/ARPA					
Completion Date:	6/30/2024					
Fund Total		675,000				

List of Funding Sources:

Property Tax - Gen. Revenues
 Charges for Services
 Debt
 Grants
 Other (Please Describe)

FIVE YEAR CAPITAL IMPROVEMENT PLAN
(Per NRS 354.5945)



Minimum level of expenditure for items classified as capital assets		\$ 5,000.00		ENTITY: City of Yerington		
Minimum level of expenditure for items classified as capital projects		\$ 100,000.00		DATE: July 31, 2023		
		FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Fund:	Public Works Street Department					
Capital Improvement:	Street Maintenance	350,000				
Funding Source:	Reg. Trans. Comm. (RTC) Funds					
Completion Date:	6/30/2024					
Fund Total		350,000				
		FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Fund:	Fixed Asset Acquisition					
Capital Improvement:	Vehicles/Lights	150,000				
Funding Source:	Amer. Rescue Act (ARPA) Funds					
Completion Date:	6/30/2024					
Fund Total		150,000				
		FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Fund:						
Capital Improvement:						
Funding Source:						
Completion Date:						
Fund Total						

List of Funding Sources:

Property Tax - Gen. Revenues
 Charges for Services
 Debt
 Grants
Other (Please Describe)

INDEBTEDNESS REPORT
As of June 30, 2023
Postmark Deadline 8/01/2023

Entity: City of YeringtonDate: July 31, 2023DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since July 1, 2022? Yes ☐ No ☒

If so, amount: _____ Date: _____

2. Has your local government approved any new Medium-Term Obligation issues since July 1, 2022? Yes ☐ No ☒

If so, amount: _____ Date: _____

3. Has your local government updated its debt management policy? (Per NRS 350.013) If Yes, **submit updated policy with Indebtedness Report or prepare a statement discussing the following areas:** Yes ☒ No ☐

- A. Discuss the ability of your entity to afford existing and future general obligation debt.
- B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
- C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
- D. Discuss general obligation debt of your entity as a percentage of **assessed valuation** of all taxable property within the boundaries of your entity. (REDBOOK FY 2022-2023)
- E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
- F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
- G. Discuss the operating costs and revenue sources with each project.

If No, please provide a brief explanation.

4. Has your local government updated its five-year capital improvement plan? Yes ☒ No ☐
(Required pursuant to NRS 350.013, 354.5945 & 354.5947)

Submitted By:


(Signature)

775-463-3511

(Phone number)

INDEBTEDNESS REPORT
As of June 30, 2023
Postmark Deadline 8/01/2023



Entity: City of Yerington

CHECK HERE IF YOUR ENTITY HAS NO OUTSTANDING DEBT ☐

GENERAL OBLIGATION BONDS

1. General obligation _____

2. General obligation/revenue _____

3. General obligation special assessment _____

Total general obligation bonded debt _____

MEDIUM-TERM OBLIGATIONS

1. General Obligation bonds _____

2. Negotiable notes or bonds _____

3. Capital lease purchases _____

Total medium-term obligation debt _____

REVENUE BONDS

OTHER DEBT

1. Capital lease purchases-MTO not required or prior to law change _____

2. Mortgages _____

3. Warrants _____

4. Special Assessments _____

5. Other (specify) _____

6. Other (specify) Interim Debentures & USDA-RD Loan 32,830,000

Total other debt

32,830,000

TOTAL INDEBTEDNESS

32,830,000

Authorized but unissued general obligation bonds _____

Note: Please explain and provide documentation for any differences between the amounts reported on this **schedule** and those reported on **Schedule C-1** of your **Final Fiscal Year 2023-2024 budget**.

INDEBTEDNESS REPORT
As of June 30, 2023
Postmark Deadline 8/01/2023



Entity: City of Yerington

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
<u>General Obligation Bonds</u>					
G/O Bonds					
G/O Revenue					
G/O Special Assessment					
<u>Medium-Term Obligation</u>					
G/O Bonds					
Notes/Bonds					
Leases/ Purchases					
<u>Revenue Bonds</u>					
<u>Other Debt</u>					
Other Lease Purchases					
Mortgages					
Warrants					
Special Assessments					
Other Debt	\$ 733,878	\$ 1,067,640	\$ 1,067,640	\$ 1,067,640	\$ 1,067,640
Interim Debentures & USDA-RD Loan					
TOTAL	\$ 733,878	\$ 1,067,640	\$ 1,067,640	\$ -1,067,640	\$ -1,067,640

INDEBTEDNESS REPORT
As of June 30, 2023
Postmark Deadline 8/01/2023



The repayment schedules should start with the payment of principal and interest due **after June 30, 2023** and continue until any particular issue is retired.

PLEASE SEE ATTACHED AMORTIZATION SCHEDULE

City of Yerington - USDA City Water & Sewer Bonds

Compound Period : Monthly

Nominal Annual Rate : 1.375 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/30/2023	32,830,000.00	1		
2 Payment	07/31/2023	88,958.41	480	Monthly	06/30/2063

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 06/30/2023				32,830,000.00
2023 Totals	0.00	0.00	0.00	
1 07/31/2023	88,958.41	37,617.71	51,340.70	32,778,659.30
2 08/31/2023	88,958.41	37,558.88	51,399.53	32,727,259.77
3 09/30/2023	88,958.41	37,499.99	51,458.42	32,675,801.35
4 10/31/2023	88,958.41	37,441.02	51,517.39	32,624,283.96
5 11/30/2023	88,958.41	37,381.99	51,576.42	32,572,707.54
6 12/31/2023	88,958.41	37,322.89	51,635.52	32,521,072.02
7 01/31/2024	88,958.41	37,263.73	51,694.68	32,469,377.34
8 02/29/2024	88,958.41	37,204.49	51,753.92	32,417,623.42
9 03/31/2024	88,958.41	37,145.19	51,813.22	32,365,810.20
10 04/30/2024	88,958.41	37,085.82	51,872.59	32,313,937.61
11 05/31/2024	88,958.41	37,026.39	51,932.02	32,262,005.59
12 06/30/2024	88,958.41	36,966.88	51,991.53	32,210,014.06
2024 Totals	1,067,500.92	447,514.98	619,985.94	
13 07/31/2024	88,958.41	36,907.31	52,051.10	32,157,962.96
14 08/31/2024	88,958.41	36,847.67	52,110.74	32,105,852.22
15 09/30/2024	88,958.41	36,787.96	52,170.45	32,053,681.77
16 10/31/2024	88,958.41	36,728.18	52,230.23	32,001,451.54
17 11/30/2024	88,958.41	36,668.33	52,290.08	31,949,161.46
18 12/31/2024	88,958.41	36,608.41	52,350.00	31,896,811.46
19 01/31/2025	88,958.41	36,548.43	52,409.98	31,844,401.48
20 02/28/2025	88,958.41	36,488.38	52,470.03	31,791,931.45
21 03/31/2025	88,958.41	36,428.25	52,530.16	31,739,401.29
22 04/30/2025	88,958.41	36,368.06	52,590.35	31,686,810.94
23 05/31/2025	88,958.41	36,307.80	52,650.61	31,634,160.33
24 06/30/2025	88,958.41	36,247.48	52,710.93	31,581,449.40
2025 Totals	1,067,500.92	438,936.26	628,564.66	
25 07/31/2025	88,958.41	36,187.08	52,771.33	31,528,678.07
26 08/31/2025	88,958.41	36,126.61	52,831.80	31,475,846.27
27 09/30/2025	88,958.41	36,066.07	52,892.34	31,422,953.93
28 10/31/2025	88,958.41	36,005.47	52,952.94	31,370,000.99
29 11/30/2025	88,958.41	35,944.79	53,013.62	31,316,987.37

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
30	12/31/2025	88,958.41	35,884.05	53,074.36	31,263,913.01
31	01/31/2026	88,958.41	35,823.23	53,135.18	31,210,777.83
32	02/28/2026	88,958.41	35,762.35	53,196.06	31,157,581.77
33	03/31/2026	88,958.41	35,701.40	53,257.01	31,104,324.76
34	04/30/2026	88,958.41	35,640.37	53,318.04	31,051,006.72
35	05/31/2026	88,958.41	35,579.28	53,379.13	30,997,627.59
36	06/30/2026	88,958.41	35,518.11	53,440.30	30,944,187.29
2026 Totals		1,067,500.92	430,238.81	637,262.11	
37	07/31/2026	88,958.41	35,456.88	53,501.53	30,890,685.76
38	08/31/2026	88,958.41	35,395.58	53,562.83	30,837,122.93
39	09/30/2026	88,958.41	35,334.20	53,624.21	30,783,498.72
40	10/31/2026	88,958.41	35,272.76	53,685.65	30,729,813.07
41	11/30/2026	88,958.41	35,211.24	53,747.17	30,676,065.90
42	12/31/2026	88,958.41	35,149.66	53,808.75	30,622,257.15
43	01/31/2027	88,958.41	35,088.00	53,870.41	30,568,386.74
44	02/28/2027	88,958.41	35,026.28	53,932.13	30,514,454.61
45	03/31/2027	88,958.41	34,964.48	53,993.93	30,460,460.68
46	04/30/2027	88,958.41	34,902.61	54,055.80	30,406,404.88
47	05/31/2027	88,958.41	34,840.67	54,117.74	30,352,287.14
48	06/30/2027	88,958.41	34,778.66	54,179.75	30,298,107.39
2027 Totals		1,067,500.92	421,421.02	646,079.90	
49	07/31/2027	88,958.41	34,716.58	54,241.83	30,243,865.56
50	08/31/2027	88,958.41	34,654.43	54,303.98	30,189,561.58
51	09/30/2027	88,958.41	34,592.21	54,366.20	30,135,195.38
52	10/31/2027	88,958.41	34,529.91	54,428.50	30,080,766.88
53	11/30/2027	88,958.41	34,467.55	54,490.86	30,026,276.02
54	12/31/2027	88,958.41	34,405.11	54,553.30	29,971,722.72
55	01/31/2028	88,958.41	34,342.60	54,615.81	29,917,106.91
56	02/29/2028	88,958.41	34,280.02	54,678.39	29,862,428.52
57	03/31/2028	88,958.41	34,217.37	54,741.04	29,807,687.48
58	04/30/2028	88,958.41	34,154.64	54,803.77	29,752,883.71
59	05/31/2028	88,958.41	34,091.85	54,866.56	29,698,017.15
60	06/30/2028	88,958.41	34,028.98	54,929.43	29,643,087.72
2028 Totals		1,067,500.92	412,481.25	655,019.67	
61	07/31/2028	88,958.41	33,966.04	54,992.37	29,588,095.35
62	08/31/2028	88,958.41	33,903.03	55,055.38	29,533,039.97
63	09/30/2028	88,958.41	33,839.94	55,118.47	29,477,921.50
64	10/31/2028	88,958.41	33,776.79	55,181.62	29,422,739.88
65	11/30/2028	88,958.41	33,713.56	55,244.85	29,367,495.03
66	12/31/2028	88,958.41	33,650.25	55,308.16	29,312,186.87
67	01/31/2029	88,958.41	33,586.88	55,371.53	29,256,815.34
68	02/28/2029	88,958.41	33,523.43	55,434.98	29,201,380.36
69	03/31/2029	88,958.41	33,459.91	55,498.50	29,145,881.86
70	04/30/2029	88,958.41	33,396.32	55,562.09	29,090,319.77
71	05/31/2029	88,958.41	33,332.66	55,625.75	29,034,694.02
72	06/30/2029	88,958.41	33,268.92	55,689.49	28,979,004.53

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
2029 Totals		1,067,500.92	403,417.73	664,083.19	
73	07/31/2029	88,958.41	33,205.11	55,753.30	28,923,251.23
74	08/31/2029	88,958.41	33,141.23	55,817.18	28,867,434.05
75	09/30/2029	88,958.41	33,077.27	55,881.14	28,811,552.91
76	10/31/2029	88,958.41	33,013.24	55,945.17	28,755,607.74
77	11/30/2029	88,958.41	32,949.13	56,009.28	28,699,598.46
78	12/31/2029	88,958.41	32,884.96	56,073.45	28,643,525.01
79	01/31/2030	88,958.41	32,820.71	56,137.70	28,587,387.31
80	02/28/2030	88,958.41	32,756.38	56,202.03	28,531,185.28
81	03/31/2030	88,958.41	32,691.98	56,266.43	28,474,918.85
82	04/30/2030	88,958.41	32,627.51	56,330.90	28,418,587.95
83	05/31/2030	88,958.41	32,562.97	56,395.44	28,362,192.51
84	06/30/2030	88,958.41	32,498.35	56,460.06	28,305,732.45
2030 Totals		1,067,500.92	394,228.84	673,272.08	
85	07/31/2030	88,958.41	32,433.65	56,524.76	28,249,207.69
86	08/31/2030	88,958.41	32,368.88	56,589.53	28,192,618.16
87	09/30/2030	88,958.41	32,304.04	56,654.37	28,135,963.79
88	10/31/2030	88,958.41	32,239.13	56,719.28	28,079,244.51
89	11/30/2030	88,958.41	32,174.13	56,784.28	28,022,460.23
90	12/31/2030	88,958.41	32,109.07	56,849.34	27,965,610.89
91	01/31/2031	88,958.41	32,043.93	56,914.48	27,908,696.41
92	02/28/2031	88,958.41	31,978.71	56,979.70	27,851,716.71
93	03/31/2031	88,958.41	31,913.43	57,044.98	27,794,671.73
94	04/30/2031	88,958.41	31,848.06	57,110.35	27,737,561.38
95	05/31/2031	88,958.41	31,782.62	57,175.79	27,680,385.59
96	06/30/2031	88,958.41	31,717.11	57,241.30	27,623,144.29
2031 Totals		1,067,500.92	384,912.76	682,588.16	
97	07/31/2031	88,958.41	31,651.52	57,306.89	27,565,837.40
98	08/31/2031	88,958.41	31,585.86	57,372.55	27,508,464.85
99	09/30/2031	88,958.41	31,520.12	57,438.29	27,451,026.56
100	10/31/2031	88,958.41	31,454.30	57,504.11	27,393,522.45
101	11/30/2031	88,958.41	31,388.41	57,570.00	27,335,952.45
102	12/31/2031	88,958.41	31,322.45	57,635.96	27,278,316.49
103	01/31/2032	88,958.41	31,256.40	57,702.01	27,220,614.48
104	02/29/2032	88,958.41	31,190.29	57,768.12	27,162,846.36
105	03/31/2032	88,958.41	31,124.09	57,834.32	27,105,012.04
106	04/30/2032	88,958.41	31,057.83	57,900.58	27,047,111.46
107	05/31/2032	88,958.41	30,991.48	57,966.93	26,989,144.53
108	06/30/2032	88,958.41	30,925.06	58,033.35	26,931,111.18
2032 Totals		1,067,500.92	375,467.81	692,033.11	
109	07/31/2032	88,958.41	30,858.56	58,099.85	26,873,011.33
110	08/31/2032	88,958.41	30,791.99	58,166.42	26,814,844.91
111	09/30/2032	88,958.41	30,725.34	58,233.07	26,756,611.84
112	10/31/2032	88,958.41	30,658.62	58,299.79	26,698,312.05
113	11/30/2032	88,958.41	30,591.82	58,366.59	26,639,945.46

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
114	12/31/2032	88,958.41	30,524.94	58,433.47	26,581,511.99
115	01/31/2033	88,958.41	30,457.98	58,500.43	26,523,011.56
116	02/28/2033	88,958.41	30,390.95	58,567.46	26,464,444.10
117	03/31/2033	88,958.41	30,323.84	58,634.57	26,405,809.53
118	04/30/2033	88,958.41	30,256.66	58,701.75	26,347,107.78
119	05/31/2033	88,958.41	30,189.39	58,769.02	26,288,338.76
120	06/30/2033	88,958.41	30,122.05	58,836.36	26,229,502.40
2033 Totals		1,067,500.92	365,892.14	701,608.78	
121	07/31/2033	88,958.41	30,054.64	58,903.77	26,170,598.63
122	08/31/2033	88,958.41	29,987.14	58,971.27	26,111,627.36
123	09/30/2033	88,958.41	29,919.57	59,038.84	26,052,588.52
124	10/31/2033	88,958.41	29,851.92	59,106.49	25,993,482.03
125	11/30/2033	88,958.41	29,784.20	59,174.21	25,934,307.82
126	12/31/2033	88,958.41	29,716.39	59,242.02	25,875,065.80
127	01/31/2034	88,958.41	29,648.51	59,309.90	25,815,755.90
128	02/28/2034	88,958.41	29,580.55	59,377.86	25,756,378.04
129	03/31/2034	88,958.41	29,512.52	59,445.89	25,696,932.15
130	04/30/2034	88,958.41	29,444.40	59,514.01	25,637,418.14
131	05/31/2034	88,958.41	29,376.21	59,582.20	25,577,835.94
132	06/30/2034	88,958.41	29,307.94	59,650.47	25,518,185.47
2034 Totals		1,067,500.92	356,183.99	711,316.93	
133	07/31/2034	88,958.41	29,239.59	59,718.82	25,458,466.65
134	08/31/2034	88,958.41	29,171.16	59,787.25	25,398,679.40
135	09/30/2034	88,958.41	29,102.65	59,855.76	25,338,823.64
136	10/31/2034	88,958.41	29,034.07	59,924.34	25,278,899.30
137	11/30/2034	88,958.41	28,965.41	59,993.00	25,218,906.30
138	12/31/2034	88,958.41	28,896.66	60,061.75	25,158,844.55
139	01/31/2035	88,958.41	28,827.84	60,130.57	25,098,713.98
140	02/28/2035	88,958.41	28,758.94	60,199.47	25,038,514.51
141	03/31/2035	88,958.41	28,689.96	60,268.45	24,978,246.06
142	04/30/2035	88,958.41	28,620.91	60,337.50	24,917,908.56
143	05/31/2035	88,958.41	28,551.77	60,406.64	24,857,501.92
144	06/30/2035	88,958.41	28,482.55	60,475.86	24,797,026.06
2035 Totals		1,067,500.92	346,341.51	721,159.41	
145	07/31/2035	88,958.41	28,413.26	60,545.15	24,736,480.91
146	08/31/2035	88,958.41	28,343.88	60,614.53	24,675,866.38
147	09/30/2035	88,958.41	28,274.43	60,683.98	24,615,182.40
148	10/31/2035	88,958.41	28,204.90	60,753.51	24,554,428.89
149	11/30/2035	88,958.41	28,135.28	60,823.13	24,493,605.76
150	12/31/2035	88,958.41	28,065.59	60,892.82	24,432,712.94
151	01/31/2036	88,958.41	27,995.82	60,962.59	24,371,750.35
152	02/29/2036	88,958.41	27,925.96	61,032.45	24,310,717.90
153	03/31/2036	88,958.41	27,856.03	61,102.38	24,249,615.52
154	04/30/2036	88,958.41	27,786.02	61,172.39	24,188,443.13
155	05/31/2036	88,958.41	27,715.92	61,242.49	24,127,200.64
156	06/30/2036	88,958.41	27,645.75	61,312.66	24,065,887.98

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
2036 Totals		1,067,500.92	336,362.84	731,138.08	
157	07/31/2036	88,958.41	27,575.50	61,382.91	24,004,505.07
158	08/31/2036	88,958.41	27,505.16	61,453.25	23,943,051.82
159	09/30/2036	88,958.41	27,434.75	61,523.66	23,881,528.16
160	10/31/2036	88,958.41	27,364.25	61,594.16	23,819,934.00
161	11/30/2036	88,958.41	27,293.67	61,664.74	23,758,269.26
162	12/31/2036	88,958.41	27,223.02	61,735.39	23,696,533.87
163	01/31/2037	88,958.41	27,152.28	61,806.13	23,634,727.74
164	02/28/2037	88,958.41	27,081.46	61,876.95	23,572,850.79
165	03/31/2037	88,958.41	27,010.56	61,947.85	23,510,902.94
166	04/30/2037	88,958.41	26,939.58	62,018.83	23,448,884.11
167	05/31/2037	88,958.41	26,868.51	62,089.90	23,386,794.21
168	06/30/2037	88,958.41	26,797.37	62,161.04	23,324,633.17
2037 Totals		1,067,500.92	326,246.11	741,254.81	
169	07/31/2037	88,958.41	26,726.14	62,232.27	23,262,400.90
170	08/31/2037	88,958.41	26,654.83	62,303.58	23,200,097.32
171	09/30/2037	88,958.41	26,583.44	62,374.97	23,137,722.35
172	10/31/2037	88,958.41	26,511.97	62,446.44	23,075,275.91
173	11/30/2037	88,958.41	26,440.42	62,517.99	23,012,757.92
174	12/31/2037	88,958.41	26,368.79	62,589.62	22,950,168.30
175	01/31/2038	88,958.41	26,297.07	62,661.34	22,887,506.96
176	02/28/2038	88,958.41	26,225.27	62,733.14	22,824,773.82
177	03/31/2038	88,958.41	26,153.39	62,805.02	22,761,968.80
178	04/30/2038	88,958.41	26,081.42	62,876.99	22,699,091.81
179	05/31/2038	88,958.41	26,009.38	62,949.03	22,636,142.78
180	06/30/2038	88,958.41	25,937.25	63,021.16	22,573,121.62
2038 Totals		1,067,500.92	315,989.37	751,511.55	
181	07/31/2038	88,958.41	25,865.04	63,093.37	22,510,028.25
182	08/31/2038	88,958.41	25,792.74	63,165.67	22,446,862.58
183	09/30/2038	88,958.41	25,720.36	63,238.05	22,383,624.53
184	10/31/2038	88,958.41	25,647.90	63,310.51	22,320,314.02
185	11/30/2038	88,958.41	25,575.36	63,383.05	22,256,930.97
186	12/31/2038	88,958.41	25,502.73	63,455.68	22,193,475.29
187	01/31/2039	88,958.41	25,430.02	63,528.39	22,129,946.90
188	02/28/2039	88,958.41	25,357.23	63,601.18	22,066,345.72
189	03/31/2039	88,958.41	25,284.35	63,674.06	22,002,671.66
190	04/30/2039	88,958.41	25,211.39	63,747.02	21,938,924.64
191	05/31/2039	88,958.41	25,138.35	63,820.06	21,875,104.58
192	06/30/2039	88,958.41	25,065.22	63,893.19	21,811,211.39
2039 Totals		1,067,500.92	305,590.69	761,910.23	
193	07/31/2039	88,958.41	24,992.01	63,966.40	21,747,244.99
194	08/31/2039	88,958.41	24,918.72	64,039.69	21,683,205.30
195	09/30/2039	88,958.41	24,845.34	64,113.07	21,619,092.23
196	10/31/2039	88,958.41	24,771.88	64,186.53	21,554,905.70
197	11/30/2039	88,958.41	24,698.33	64,260.08	21,490,645.62

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
198	12/31/2039	88,958.41	24,624.70	64,333.71	21,426,311.91
199	01/31/2040	88,958.41	24,550.98	64,407.43	21,361,904.48
200	02/29/2040	88,958.41	24,477.18	64,481.23	21,297,423.25
201	03/31/2040	88,958.41	24,403.30	64,555.11	21,232,868.14
202	04/30/2040	88,958.41	24,329.33	64,629.08	21,168,239.06
203	05/31/2040	88,958.41	24,255.27	64,703.14	21,103,535.92
204	06/30/2040	88,958.41	24,181.13	64,777.28	21,038,758.64
2040 Totals		1,067,500.92	295,048.17	772,452.75	
205	07/31/2040	88,958.41	24,106.91	64,851.50	20,973,907.14
206	08/31/2040	88,958.41	24,032.60	64,925.81	20,908,981.33
207	09/30/2040	88,958.41	23,958.21	65,000.20	20,843,981.13
208	10/31/2040	88,958.41	23,883.73	65,074.68	20,778,906.45
209	11/30/2040	88,958.41	23,809.16	65,149.25	20,713,757.20
210	12/31/2040	88,958.41	23,734.51	65,223.90	20,648,533.30
211	01/31/2041	88,958.41	23,659.78	65,298.63	20,583,234.67
212	02/28/2041	88,958.41	23,584.96	65,373.45	20,517,861.22
213	03/31/2041	88,958.41	23,510.05	65,448.36	20,452,412.86
214	04/30/2041	88,958.41	23,435.06	65,523.35	20,386,889.51
215	05/31/2041	88,958.41	23,359.98	65,598.43	20,321,291.08
216	06/30/2041	88,958.41	23,284.81	65,673.60	20,255,617.48
2041 Totals		1,067,500.92	284,359.76	783,141.16	
217	07/31/2041	88,958.41	23,209.56	65,748.85	20,189,868.63
218	08/31/2041	88,958.41	23,134.22	65,824.19	20,124,044.44
219	09/30/2041	88,958.41	23,058.80	65,899.61	20,058,144.83
220	10/31/2041	88,958.41	22,983.29	65,975.12	19,992,169.71
221	11/30/2041	88,958.41	22,907.69	66,050.72	19,926,118.99
222	12/31/2041	88,958.41	22,832.01	66,126.40	19,859,992.59
223	01/31/2042	88,958.41	22,756.24	66,202.17	19,793,790.42
224	02/28/2042	88,958.41	22,680.38	66,278.03	19,727,512.39
225	03/31/2042	88,958.41	22,604.44	66,353.97	19,661,158.42
226	04/30/2042	88,958.41	22,528.41	66,430.00	19,594,728.42
227	05/31/2042	88,958.41	22,452.29	66,506.12	19,528,222.30
228	06/30/2042	88,958.41	22,376.09	66,582.32	19,461,639.98
2042 Totals		1,067,500.92	273,523.42	793,977.50	
229	07/31/2042	88,958.41	22,299.80	66,658.61	19,394,981.37
230	08/31/2042	88,958.41	22,223.42	66,734.99	19,328,246.38
231	09/30/2042	88,958.41	22,146.95	66,811.46	19,261,434.92
232	10/31/2042	88,958.41	22,070.39	66,888.02	19,194,546.90
233	11/30/2042	88,958.41	21,993.75	66,964.66	19,127,582.24
234	12/31/2042	88,958.41	21,917.02	67,041.39	19,060,540.85
235	01/31/2043	88,958.41	21,840.20	67,118.21	18,993,422.64
236	02/28/2043	88,958.41	21,763.30	67,195.11	18,926,227.53
237	03/31/2043	88,958.41	21,686.30	67,272.11	18,858,955.42
238	04/30/2043	88,958.41	21,609.22	67,349.19	18,791,606.23
239	05/31/2043	88,958.41	21,532.05	67,426.36	18,724,179.87
240	06/30/2043	88,958.41	21,454.79	67,503.62	18,656,676.25

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
2043 Totals		1,067,500.92	262,537.19	804,963.73	
241	07/31/2043	88,958.41	21,377.44	67,580.97	18,589,095.28
242	08/31/2043	88,958.41	21,300.01	67,658.40	18,521,436.88
243	09/30/2043	88,958.41	21,222.48	67,735.93	18,453,700.95
244	10/31/2043	88,958.41	21,144.87	67,813.54	18,385,887.41
245	11/30/2043	88,958.41	21,067.16	67,891.25	18,317,996.16
246	12/31/2043	88,958.41	20,989.37	67,969.04	18,250,027.12
247	01/31/2044	88,958.41	20,911.49	68,046.92	18,181,980.20
248	02/29/2044	88,958.41	20,833.52	68,124.89	18,113,855.31
249	03/31/2044	88,958.41	20,755.46	68,202.95	18,045,652.36
250	04/30/2044	88,958.41	20,677.31	68,281.10	17,977,371.26
251	05/31/2044	88,958.41	20,599.07	68,359.34	17,909,011.92
252	06/30/2044	88,958.41	20,520.74	68,437.67	17,840,574.25
2044 Totals		1,067,500.92	251,398.92	816,102.00	
253	07/31/2044	88,958.41	20,442.32	68,516.09	17,772,058.16
254	08/31/2044	88,958.41	20,363.82	68,594.59	17,703,463.57
255	09/30/2044	88,958.41	20,285.22	68,673.19	17,634,790.38
256	10/31/2044	88,958.41	20,206.53	68,751.88	17,566,038.50
257	11/30/2044	88,958.41	20,127.75	68,830.66	17,497,207.84
258	12/31/2044	88,958.41	20,048.88	68,909.53	17,428,298.31
259	01/31/2045	88,958.41	19,969.93	68,988.48	17,359,309.83
260	02/28/2045	88,958.41	19,890.88	69,067.53	17,290,242.30
261	03/31/2045	88,958.41	19,811.74	69,146.67	17,221,095.63
262	04/30/2045	88,958.41	19,732.51	69,225.90	17,151,869.73
263	05/31/2045	88,958.41	19,653.18	69,305.23	17,082,564.50
264	06/30/2045	88,958.41	19,573.77	69,384.64	17,013,179.86
2045 Totals		1,067,500.92	240,106.53	827,394.39	
265	07/31/2045	88,958.41	19,494.27	69,464.14	16,943,715.72
266	08/31/2045	88,958.41	19,414.67	69,543.74	16,874,171.98
267	09/30/2045	88,958.41	19,334.99	69,623.42	16,804,548.56
268	10/31/2045	88,958.41	19,255.21	69,703.20	16,734,845.36
269	11/30/2045	88,958.41	19,175.34	69,783.07	16,665,062.29
270	12/31/2045	88,958.41	19,095.38	69,863.03	16,595,199.26
271	01/31/2046	88,958.41	19,015.33	69,943.08	16,525,256.18
272	02/28/2046	88,958.41	18,935.19	70,023.22	16,455,232.96
273	03/31/2046	88,958.41	18,854.95	70,103.46	16,385,129.50
274	04/30/2046	88,958.41	18,774.63	70,183.78	16,314,945.72
275	05/31/2046	88,958.41	18,694.21	70,264.20	16,244,681.52
276	06/30/2046	88,958.41	18,613.70	70,344.71	16,174,336.81
2046 Totals		1,067,500.92	228,657.87	838,843.05	
277	07/31/2046	88,958.41	18,533.09	70,425.32	16,103,911.49
278	08/31/2046	88,958.41	18,452.40	70,506.01	16,033,405.48
279	09/30/2046	88,958.41	18,371.61	70,586.80	15,962,818.68
280	10/31/2046	88,958.41	18,290.73	70,667.68	15,892,151.00
281	11/30/2046	88,958.41	18,209.76	70,748.65	15,821,402.35

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
282	12/31/2046	88,958.41	18,128.69	70,829.72	15,750,572.63
283	01/31/2047	88,958.41	18,047.53	70,910.88	15,679,661.75
284	02/28/2047	88,958.41	17,966.28	70,992.13	15,608,669.62
285	03/31/2047	88,958.41	17,884.93	71,073.48	15,537,596.14
286	04/30/2047	88,958.41	17,803.50	71,154.91	15,466,441.23
287	05/31/2047	88,958.41	17,721.96	71,236.45	15,395,204.78
288	06/30/2047	88,958.41	17,640.34	71,318.07	15,323,886.71
2047 Totals		1,067,500.92	217,050.82	850,450.10	
289	07/31/2047	88,958.41	17,558.62	71,399.79	15,252,486.92
290	08/31/2047	88,958.41	17,476.81	71,481.60	15,181,005.32
291	09/30/2047	88,958.41	17,394.90	71,563.51	15,109,441.81
292	10/31/2047	88,958.41	17,312.90	71,645.51	15,037,796.30
293	11/30/2047	88,958.41	17,230.81	71,727.60	14,966,068.70
294	12/31/2047	88,958.41	17,148.62	71,809.79	14,894,258.91
295	01/31/2048	88,958.41	17,066.34	71,892.07	14,822,366.84
296	02/29/2048	88,958.41	16,983.96	71,974.45	14,750,392.39
297	03/31/2048	88,958.41	16,901.49	72,056.92	14,678,335.47
298	04/30/2048	88,958.41	16,818.93	72,139.48	14,606,195.99
299	05/31/2048	88,958.41	16,736.27	72,222.14	14,533,973.85
300	06/30/2048	88,958.41	16,653.51	72,304.90	14,461,668.95
2048 Totals		1,067,500.92	205,283.16	862,217.76	
301	07/31/2048	88,958.41	16,570.66	72,387.75	14,389,281.20
302	08/31/2048	88,958.41	16,487.72	72,470.69	14,316,810.51
303	09/30/2048	88,958.41	16,404.68	72,553.73	14,244,256.78
304	10/31/2048	88,958.41	16,321.54	72,636.87	14,171,619.91
305	11/30/2048	88,958.41	16,238.31	72,720.10	14,098,899.81
306	12/31/2048	88,958.41	16,154.99	72,803.42	14,026,096.39
307	01/31/2049	88,958.41	16,071.57	72,886.84	13,953,209.55
308	02/28/2049	88,958.41	15,988.05	72,970.36	13,880,239.19
309	03/31/2049	88,958.41	15,904.44	73,053.97	13,807,185.22
310	04/30/2049	88,958.41	15,820.73	73,137.68	13,734,047.54
311	05/31/2049	88,958.41	15,736.93	73,221.48	13,660,826.06
312	06/30/2049	88,958.41	15,653.03	73,305.38	13,587,520.68
2049 Totals		1,067,500.92	193,352.65	874,148.27	
313	07/31/2049	88,958.41	15,569.03	73,389.38	13,514,131.30
314	08/31/2049	88,958.41	15,484.94	73,473.47	13,440,657.83
315	09/30/2049	88,958.41	15,400.75	73,557.66	13,367,100.17
316	10/31/2049	88,958.41	15,316.47	73,641.94	13,293,458.23
317	11/30/2049	88,958.41	15,232.09	73,726.32	13,219,731.91
318	12/31/2049	88,958.41	15,147.61	73,810.80	13,145,921.11
319	01/31/2050	88,958.41	15,063.03	73,895.38	13,072,025.73
320	02/28/2050	88,958.41	14,978.36	73,980.05	12,998,045.68
321	03/31/2050	88,958.41	14,893.59	74,064.82	12,923,980.86
322	04/30/2050	88,958.41	14,808.73	74,149.68	12,849,831.18
323	05/31/2050	88,958.41	14,723.76	74,234.65	12,775,596.53
324	06/30/2050	88,958.41	14,638.70	74,319.71	12,701,276.82

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
2050 Totals		1,067,500.92	181,257.06	886,243.86	
325	07/31/2050	88,958.41	14,553.55	74,404.86	12,626,871.96
326	08/31/2050	88,958.41	14,468.29	74,490.12	12,552,381.84
327	09/30/2050	88,958.41	14,382.94	74,575.47	12,477,806.37
328	10/31/2050	88,958.41	14,297.49	74,660.92	12,403,145.45
329	11/30/2050	88,958.41	14,211.94	74,746.47	12,328,398.98
330	12/31/2050	88,958.41	14,126.29	74,832.12	12,253,566.86
331	01/31/2051	88,958.41	14,040.55	74,917.86	12,178,649.00
332	02/28/2051	88,958.41	13,954.70	75,003.71	12,103,645.29
333	03/31/2051	88,958.41	13,868.76	75,089.65	12,028,555.64
334	04/30/2051	88,958.41	13,782.72	75,175.69	11,953,379.95
335	05/31/2051	88,958.41	13,696.58	75,261.83	11,878,118.12
336	06/30/2051	88,958.41	13,610.34	75,348.07	11,802,770.05
2051 Totals		1,067,500.92	168,994.15	898,506.77	
337	07/31/2051	88,958.41	13,524.01	75,434.40	11,727,335.65
338	08/31/2051	88,958.41	13,437.57	75,520.84	11,651,814.81
339	09/30/2051	88,958.41	13,351.04	75,607.37	11,576,207.44
340	10/31/2051	88,958.41	13,264.40	75,694.01	11,500,513.43
341	11/30/2051	88,958.41	13,177.67	75,780.74	11,424,732.69
342	12/31/2051	88,958.41	13,090.84	75,867.57	11,348,865.12
343	01/31/2052	88,958.41	13,003.91	75,954.50	11,272,910.62
344	02/29/2052	88,958.41	12,916.88	76,041.53	11,196,869.09
345	03/31/2052	88,958.41	12,829.75	76,128.66	11,120,740.43
346	04/30/2052	88,958.41	12,742.52	76,215.89	11,044,524.54
347	05/31/2052	88,958.41	12,655.18	76,303.23	10,968,221.31
348	06/30/2052	88,958.41	12,567.75	76,390.66	10,891,830.65
2052 Totals		1,067,500.92	156,561.52	910,939.40	
349	07/31/2052	88,958.41	12,480.22	76,478.19	10,815,352.46
350	08/31/2052	88,958.41	12,392.59	76,565.82	10,738,786.64
351	09/30/2052	88,958.41	12,304.86	76,653.55	10,662,133.09
352	10/31/2052	88,958.41	12,217.03	76,741.38	10,585,391.71
353	11/30/2052	88,958.41	12,129.09	76,829.32	10,508,562.39
354	12/31/2052	88,958.41	12,041.06	76,917.35	10,431,645.04
355	01/31/2053	88,958.41	11,952.93	77,005.48	10,354,639.56
356	02/28/2053	88,958.41	11,864.69	77,093.72	10,277,545.84
357	03/31/2053	88,958.41	11,776.35	77,182.06	10,200,363.78
358	04/30/2053	88,958.41	11,687.92	77,270.49	10,123,093.29
359	05/31/2053	88,958.41	11,599.38	77,359.03	10,045,734.26
360	06/30/2053	88,958.41	11,510.74	77,447.67	9,968,286.59
2053 Totals		1,067,500.92	143,956.86	923,544.06	
361	07/31/2053	88,958.41	11,422.00	77,536.41	9,890,750.18
362	08/31/2053	88,958.41	11,333.15	77,625.26	9,813,124.92
363	09/30/2053	88,958.41	11,244.21	77,714.20	9,735,410.72
364	10/31/2053	88,958.41	11,155.16	77,803.25	9,657,607.47
365	11/30/2053	88,958.41	11,066.01	77,892.40	9,579,715.07

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
366	12/31/2053	88,958.41	10,976.76	77,981.65	9,501,733.42
367	01/31/2054	88,958.41	10,887.40	78,071.01	9,423,662.41
368	02/28/2054	88,958.41	10,797.95	78,160.46	9,345,501.95
369	03/31/2054	88,958.41	10,708.39	78,250.02	9,267,251.93
370	04/30/2054	88,958.41	10,618.73	78,339.68	9,188,912.25
371	05/31/2054	88,958.41	10,528.96	78,429.45	9,110,482.80
372	06/30/2054	88,958.41	10,439.09	78,519.32	9,031,963.48
2054 Totals		1,067,500.92	131,177.81	936,323.11	
373	07/31/2054	88,958.41	10,349.12	78,609.29	8,953,354.19
374	08/31/2054	88,958.41	10,259.05	78,699.36	8,874,654.83
375	09/30/2054	88,958.41	10,168.88	78,789.53	8,795,865.30
376	10/31/2054	88,958.41	10,078.60	78,879.81	8,716,985.49
377	11/30/2054	88,958.41	9,988.21	78,970.20	8,638,015.29
378	12/31/2054	88,958.41	9,897.73	79,060.68	8,558,954.61
379	01/31/2055	88,958.41	9,807.14	79,151.27	8,479,803.34
380	02/28/2055	88,958.41	9,716.44	79,241.97	8,400,561.37
381	03/31/2055	88,958.41	9,625.64	79,332.77	8,321,228.60
382	04/30/2055	88,958.41	9,534.74	79,423.67	8,241,804.93
383	05/31/2055	88,958.41	9,443.73	79,514.68	8,162,290.25
384	06/30/2055	88,958.41	9,352.62	79,605.79	8,082,684.46
2055 Totals		1,067,500.92	118,221.90	949,279.02	
385	07/31/2055	88,958.41	9,261.41	79,697.00	8,002,987.46
386	08/31/2055	88,958.41	9,170.09	79,788.32	7,923,199.14
387	09/30/2055	88,958.41	9,078.67	79,879.74	7,843,319.40
388	10/31/2055	88,958.41	8,987.14	79,971.27	7,763,348.13
389	11/30/2055	88,958.41	8,895.50	80,062.91	7,683,285.22
390	12/31/2055	88,958.41	8,803.76	80,154.65	7,603,130.57
391	01/31/2056	88,958.41	8,711.92	80,246.49	7,522,884.08
392	02/29/2056	88,958.41	8,619.97	80,338.44	7,442,545.64
393	03/31/2056	88,958.41	8,527.92	80,430.49	7,362,115.15
394	04/30/2056	88,958.41	8,435.76	80,522.65	7,281,592.50
395	05/31/2056	88,958.41	8,343.49	80,614.92	7,200,977.58
396	06/30/2056	88,958.41	8,251.12	80,707.29	7,120,270.29
2056 Totals		1,067,500.92	105,086.75	962,414.17	
397	07/31/2056	88,958.41	8,158.64	80,799.77	7,039,470.52
398	08/31/2056	88,958.41	8,066.06	80,892.35	6,958,578.17
399	09/30/2056	88,958.41	7,973.37	80,985.04	6,877,593.13
400	10/31/2056	88,958.41	7,880.58	81,077.83	6,796,515.30
401	11/30/2056	88,958.41	7,787.67	81,170.74	6,715,344.56
402	12/31/2056	88,958.41	7,694.67	81,263.74	6,634,080.82
403	01/31/2057	88,958.41	7,601.55	81,356.86	6,552,723.96
404	02/28/2057	88,958.41	7,508.33	81,450.08	6,471,273.88
405	03/31/2057	88,958.41	7,415.00	81,543.41	6,389,730.47
406	04/30/2057	88,958.41	7,321.57	81,636.84	6,308,093.63
407	05/31/2057	88,958.41	7,228.02	81,730.39	6,226,363.24
408	06/30/2057	88,958.41	7,134.37	81,824.04	6,144,539.20

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
2057 Totals		1,067,500.92	91,769.83	975,731.09	
409	07/31/2057	88,958.41	7,040.62	81,917.79	6,062,621.41
410	08/31/2057	88,958.41	6,946.75	82,011.66	5,980,609.75
411	09/30/2057	88,958.41	6,852.78	82,105.63	5,898,504.12
412	10/31/2057	88,958.41	6,758.70	82,199.71	5,816,304.41
413	11/30/2057	88,958.41	6,664.52	82,293.89	5,734,010.52
414	12/31/2057	88,958.41	6,570.22	82,388.19	5,651,622.33
415	01/31/2058	88,958.41	6,475.82	82,482.59	5,569,139.74
416	02/28/2058	88,958.41	6,381.31	82,577.10	5,486,562.64
417	03/31/2058	88,958.41	6,286.69	82,671.72	5,403,890.92
418	04/30/2058	88,958.41	6,191.96	82,766.45	5,321,124.47
419	05/31/2058	88,958.41	6,097.12	82,861.29	5,238,263.18
420	06/30/2058	88,958.41	6,002.18	82,956.23	5,155,306.95
2058 Totals		1,067,500.92	78,268.67	989,232.25	
421	07/31/2058	88,958.41	5,907.12	83,051.29	5,072,255.66
422	08/31/2058	88,958.41	5,811.96	83,146.45	4,989,109.21
423	09/30/2058	88,958.41	5,716.69	83,241.72	4,905,867.49
424	10/31/2058	88,958.41	5,621.31	83,337.10	4,822,530.39
425	11/30/2058	88,958.41	5,525.82	83,432.59	4,739,097.80
426	12/31/2058	88,958.41	5,430.22	83,528.19	4,655,569.61
427	01/31/2059	88,958.41	5,334.51	83,623.90	4,571,945.71
428	02/28/2059	88,958.41	5,238.69	83,719.72	4,488,225.99
429	03/31/2059	88,958.41	5,142.76	83,815.65	4,404,410.34
430	04/30/2059	88,958.41	5,046.72	83,911.69	4,320,498.65
431	05/31/2059	88,958.41	4,950.57	84,007.84	4,236,490.81
432	06/30/2059	88,958.41	4,854.31	84,104.10	4,152,386.71
2059 Totals		1,067,500.92	64,580.68	1,002,920.24	
433	07/31/2059	88,958.41	4,757.94	84,200.47	4,068,186.24
434	08/31/2059	88,958.41	4,661.46	84,296.95	3,983,889.29
435	09/30/2059	88,958.41	4,564.87	84,393.54	3,899,495.75
436	10/31/2059	88,958.41	4,468.17	84,490.24	3,815,005.51
437	11/30/2059	88,958.41	4,371.36	84,587.05	3,730,418.46
438	12/31/2059	88,958.41	4,274.44	84,683.97	3,645,734.49
439	01/31/2060	88,958.41	4,177.40	84,781.01	3,560,953.48
440	02/29/2060	88,958.41	4,080.26	84,878.15	3,476,075.33
441	03/31/2060	88,958.41	3,983.00	84,975.41	3,391,099.92
442	04/30/2060	88,958.41	3,885.64	85,072.77	3,306,027.15
443	05/31/2060	88,958.41	3,788.16	85,170.25	3,220,856.90
444	06/30/2060	88,958.41	3,690.57	85,267.84	3,135,589.06
2060 Totals		1,067,500.92	50,703.27	1,016,797.65	
445	07/31/2060	88,958.41	3,592.86	85,365.55	3,050,223.51
446	08/31/2060	88,958.41	3,495.05	85,463.36	2,964,760.15
447	09/30/2060	88,958.41	3,397.12	85,561.29	2,879,198.86
448	10/31/2060	88,958.41	3,299.08	85,659.33	2,793,539.53
449	11/30/2060	88,958.41	3,200.93	85,757.48	2,707,782.05

City of Yerington - USDA City Water & Sewer Bonds

	Date	Payment	Interest	Principal	Balance
450	12/31/2060	88,958.41	3,102.67	85,855.74	2,621,926.31
451	01/31/2061	88,958.41	3,004.29	85,954.12	2,535,972.19
452	02/28/2061	88,958.41	2,905.80	86,052.61	2,449,919.58
453	03/31/2061	88,958.41	2,807.20	86,151.21	2,363,768.37
454	04/30/2061	88,958.41	2,708.48	86,249.93	2,277,518.44
455	05/31/2061	88,958.41	2,609.66	86,348.75	2,191,169.69
456	06/30/2061	88,958.41	2,510.72	86,447.69	2,104,722.00
2061 Totals		1,067,500.92	36,633.86	1,030,867.06	
457	07/31/2061	88,958.41	2,411.66	86,546.75	2,018,175.25
458	08/31/2061	88,958.41	2,312.49	86,645.92	1,931,529.33
459	09/30/2061	88,958.41	2,213.21	86,745.20	1,844,784.13
460	10/31/2061	88,958.41	2,113.82	86,844.59	1,757,939.54
461	11/30/2061	88,958.41	2,014.31	86,944.10	1,670,995.44
462	12/31/2061	88,958.41	1,914.68	87,043.73	1,583,951.71
463	01/31/2062	88,958.41	1,814.94	87,143.47	1,496,808.24
464	02/28/2062	88,958.41	1,715.09	87,243.32	1,409,564.92
465	03/31/2062	88,958.41	1,615.13	87,343.28	1,322,221.64
466	04/30/2062	88,958.41	1,515.05	87,443.36	1,234,778.28
467	05/31/2062	88,958.41	1,414.85	87,543.56	1,147,234.72
468	06/30/2062	88,958.41	1,314.54	87,643.87	1,059,590.85
2062 Totals		1,067,500.92	22,369.77	1,045,131.15	
469	07/31/2062	88,958.41	1,214.11	87,744.30	971,846.55
470	08/31/2062	88,958.41	1,113.57	87,844.84	884,001.71
471	09/30/2062	88,958.41	1,012.92	87,945.49	796,056.22
472	10/31/2062	88,958.41	912.15	88,046.26	708,009.96
473	11/30/2062	88,958.41	811.26	88,147.15	619,862.81
474	12/31/2062	88,958.41	710.26	88,248.15	531,614.66
475	01/31/2063	88,958.41	609.14	88,349.27	443,265.39
476	02/28/2063	88,958.41	507.91	88,450.50	354,814.89
477	03/31/2063	88,958.41	406.56	88,551.85	266,263.04
478	04/30/2063	88,958.41	305.09	88,653.32	177,609.72
479	05/31/2063	88,958.41	203.51	88,754.90	88,854.82
480	06/30/2063	88,958.41	103.59	88,854.82	0.00
2063 Totals		1,067,500.92	7,910.07	1,059,590.85	
Grand Totals		42,700,036.80	9,870,036.80	32,830,000.00	

City of Yerington - USDA City Water & Sewer Bonds

Last interest amount increased by 1.78 due to rounding.

INDEBTEDNESS REPORT
As of June 30, 2023
Postmark Deadline 8/01/2023



Entity: City of Yerington

CONTEMPLATED GENERAL OBLIGATION DEBT

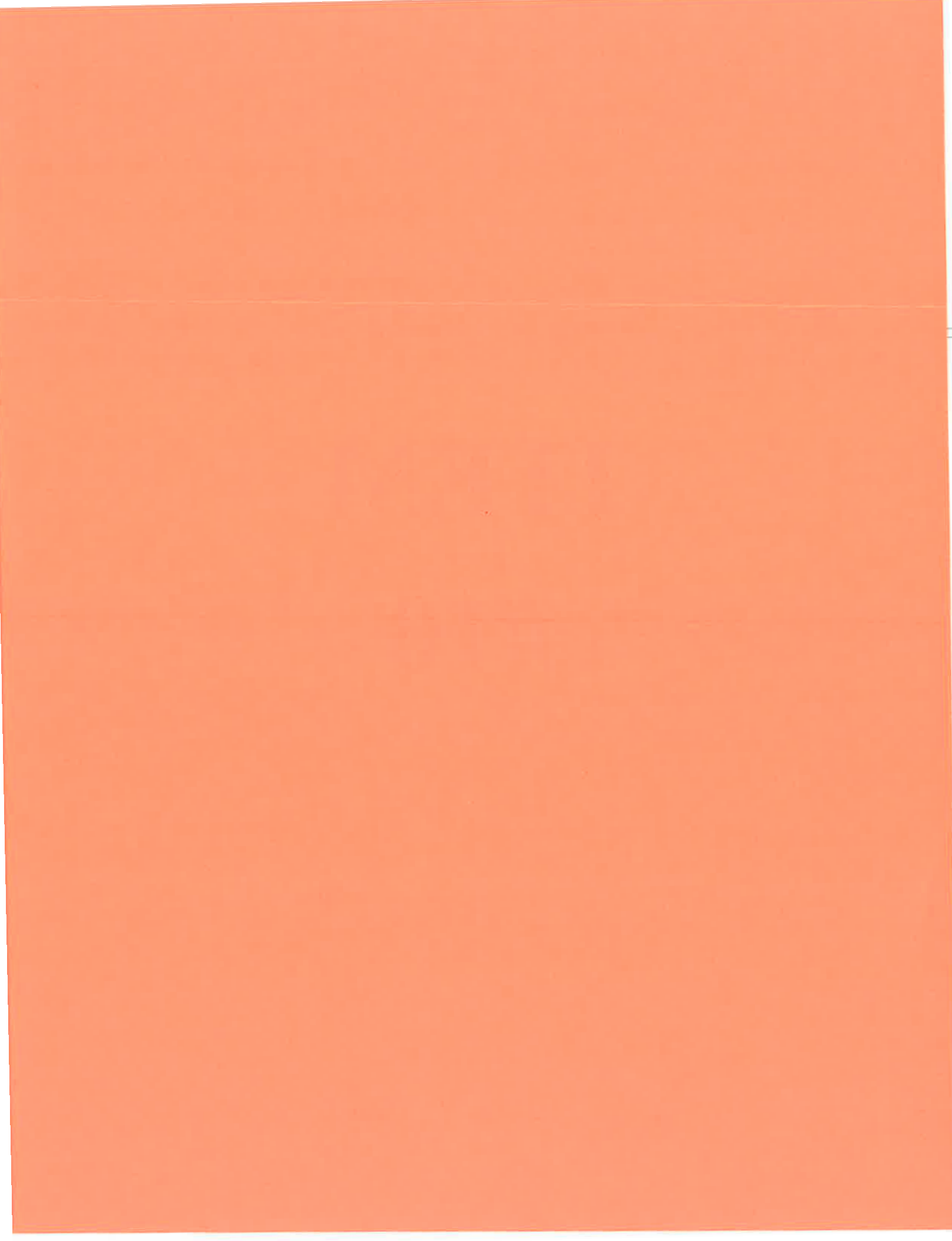
(1) PURPOSE	(2) TYPE	(3) AMOUNT	(4) TERM	(5) FINAL PAYMENT DATE	(6) INTEREST RATE
N/A					

SPECIAL ELECTIVE TAX

PURPOSE	TYPE	RATE	ELECTION DATE	EXPIRATION DATE	IMPLEMENTATION DATE
N/A					

ITEM

#10





Yerington Municipal Court
14 East Goldfield Ave, Yerington NV 89447
PHONE: 775-463-3511 Website: www.yerington.net

July 26, 2025

Robert Switzer, City Manager

Re: Jury Trial Software

Dear Robert:

The Yerington Municipal Court is required to hold a jury trial for domestic battery cases. Currently the Court does not have a system to select the jury panel. The Third Judicial District Court has a Jury Commissioner and utilizes a software program to select jurors. The three Lyon County Justice Courts also utilize the District Court for jury trials in those Courts.

I have requested a quote from the Third Judicial District Court for the City to be added as a user on the jury software. The quote is attached. It is my understanding that the District Court Clerk will provide training to the City Court Clerk to utilize this software.

Please advise me what needs to be done to implement this project.

Sincerely,


Cheri Emm-Smith, Judge
Yerington Municipal Court

cc: Sheema Shaw

Charles Zumpft



JURY SYSTEMS
INCORPORATED

Exhibit A (June 6, 2023) Good for 90 Days
Lyon County Nevada Additional Court Location - JURY+ Next Generation Cost Summary
New Court Location Yerington Municipal Court

Description	Qty	Price	Cost
a. JURY+ License Fees			
License Fee			\$0
Concurrent User License Fees			
1. User License	1	\$3,250	\$3,250
b. Total JURY+ License Fees			\$3,250
Annual Maintenance			
c. 1 First Year Premium Maintenance (on b-d3 above)	1	20.00%	\$650
Services			
d. Project Management	1	\$2,500	\$2,500
e. Installation	1	\$1,500	\$1,500
f. Software Customization	1	\$1,000	\$1,000
Total Non-Training Costs			\$8,900
g. Training Expenses (Estimated)Travel costs split between 3 Courts	0	\$1,100	\$0
h. Training Expenses (Estimated)Travel costs split between 3 Courts	0	\$1,800	\$0
Total Training Costs			\$0
Grand Total			\$8,900.00
TERMS			
Non-training Costs Due Upon Receipt of Order	50%		\$4,450.00
Non-training Costs Due Upon Installation	40%		\$3,560.00
Non-training Costs Due 30 Days After Installation	10%		\$890.00
Training Costs Due upon Completion			\$0.00
Grand Total			\$8,900.00

1985 Yosemite Avenue, Suite 135 Simi Valley, CA 93063 www.jurysystems.com

ITEM

#11



YERINGTON PLANNING COMMISSION

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

YERINGTON PLANNING COMMISSION MEETING AGENDA JULY 26, 2023 at 4:00 PM – CITY HALL

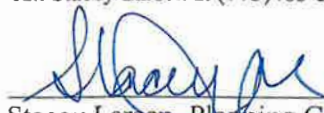
1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken
3. For Possible Action: Review and Approve the Agenda.
NOTICE RE: NRS 237: When the Planning Commission approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business. Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.
4. For Possible Action: Approve the Planning Commission Minutes of June 28, 2023.
5. For Possible Action and recommendation to the Yerington City Council: Rick Christian of Denson Surveying, Inc. on behalf of Bethann & Clark Stanford is proposing a reversion of acreage application with APN 001-032-08 & 001-032-35.
6. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken

This is a tentative schedule for the meeting. The board reserves the right to take items in a different order to accomplish business in the most efficient manner and they may combine two or more agenda items for consideration. Items may also be removed from this agenda or delayed for later discussion.

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

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

I, Stacey Larsen, do certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Ave, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net on the 21st of July 2023. For questions or supporting materials regarding this agenda, please call Stacey Larsen at (775)463-3511.


Stacey Larsen, Planning Commission Secretary

The City of Yerington is an equal opportunity provider

June 28, 2023

The Yerington Planning Commission met in the City Council Chambers at 4:00 pm with the following members present:

President Steve Douglas
Commissioner Elmer Bull
Commissioner Robert Arigoni
Commissioner Eric Bodenstein
Commissioner Travis Crowder
City Manager Robert Switzer
Building Inspector Joel Brown
Planning Commission Secretary Stacey Larsen
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Lacey Parrott
City Clerk Sheema D. Shaw

Guests:

Dave Snelgrove

Agenda Approval

Commissioner Bull made a motion to approve the agenda for the June 28, 2023 meeting as presented, seconded by Commissioner Arigoni. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Minutes of April 26, 2023 meeting

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

Developer's Agreement–Dave Snelgrove with CFA, Inc. on behalf of Brodie Priestly is proposing a developer's agreement application APN 001-643-01 (Grand Estates Phase II):

Mr. Snelgrove addressed the commissioners regarding the developer's agreement that was presented to them and approved on the November 30, 2022 meeting. He stated that in Section 3.2 Letter C the last line needs to be taken out. He has talked to the County and they are not in agreement with the 4-year cap of \$3,800.00 per lot for sewer connection fee.

City Manager Robert Switzer stated that the area is Willow Creek and even though we maintain the lift station it is the County's lift station and it is up to them to approve the amount for each lot's sewer hookup. President Douglas asked City Manager Switzer if the City will be making any money for each sewer hook-up and City Manager Switzer stated no.

President Douglas and Commissioner Bull asked Mr. Snelgrove if the letter from Nevada Department of Environmental Protection has been taken care of. Mr. Snelgrove stated yes and that he has a letter from them that states all issues have been addressed.

President Douglas asked Mr. Snelgrove if he understood the remaining part of Section 3.2 letter C, stating that all sewer fees will need to be paid before final map is recorded. Mr. Snelgrove stated he understood and that he will do whatever the County makes him do regarding the sewer.

Developer's Agreement-Dave Snelgrove with CFA, Inc. on behalf of Brodie Priestly is proposing a Developer's Agreement APN 001-643-01.

Commissioner Bull made a motion to approve the developer's agreement for APN 001-643-01 submitted by Brodie Priestly as presented with the condition that the last line of Section 3.2 number C be taken out and the approval letter from Nevada Department of Environmental Protection (NDEP) stating all conditions are met before the agreement can be approved by City Council, seconded by Commissioner Crowder. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

Steve Douglas
Planning Commissioner President

Stacey Larsen
Planning Commission Secretary

July 26, 2023

The Yerington Planning Commission met in the City Council Chambers at 4:00 pm with the following members present:

President Steve Douglas
Commissioner Elmer Bull
Commissioner Robert Arigoni
Commissioner Eric Bodenstein
Commissioner Lacey Parrott
City Manager Robert Switzer
Building Inspector Joel Brown
Planning Commission Secretary Stacey Larsen
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Travis Crowder
City Clerk Sheema D. Shaw

Guests:

Rick Christian with Denson Surveying, Inc.

Agenda Approval

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

Minutes of June 28, 2023 meeting

Commissioner Bodenstein made a motion to approve the minutes for the June 28, 2023 meeting as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Reversion of Acreage–Rick Christian with Denson Surveying, Inc. on behalf of Bethann & Clark Stanford is proposing a reversion of acreage application APN 001-032-08 & 001-032-35.

Rick Christian with Denson Surveying, Inc. addressed the commissioners with a reversion of acreage for Bethann and Clark Stanford. He stated that several months ago was presented a reversion of acreage before the commissioners pertaining to this parcel. He stated that the south portion of this parcel APN 001-032-35 became a part of APN 001-032-36. He stated that now we are doing a reversion of acreage to encompass APN 001-032-35 into the Stanford existing parcel APN 001-032-08.

Commission Bull asked if it was the parcel to the north and Mr. Christian stated yes.

President Douglas asked if there were any conflict with easements and Mr. Christian stated there are no easements. President Douglas stated there is an easement along the back of the property and Mr. Christian confirmed there is one.

President Douglas asked if the City had any questions and City Manager Robert Switzer stated none at this time. President Douglas asked if there were any feedback from any property owners that live 300 feet around APN's in question and City Manager Switzer stated that we did not receive any feedback.

Rick Christian asked when this reversion of acreage application will go in front of City Council and City Manager Switzer stated August 14th.

Reversion of Acreage-Rick Christian with Denson Surveying, Inc. on behalf of Bethann & Clark Stanford is proposing a reversion of acreage APN 001-032-08 & 001-032-35.

Commissioner Parrott made a motion to approve the reversion of acreage for APN 001-032-08 and 001-032-35 submitted by Bethann & Clark Stanford as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

Steve Douglas
Planning Commissioner President

Stacey Larsen
Planning Commission Secretary



REVERSION TO ACREAGE
CITY OF YERINGTON
14 E. Goldfield Ave
YERINGTON, NV 89447
(775) 463-3511

Owner: Bethann & Clark Sanford Applicant: Same as Owner
Address: 697 N Oregon St. Address: _____
City/State/Zip: Yerington NV 89447 City/State/Zip: _____
Telephone: _____ Telephone: _____

LEGAL DESCRIPTION OF PROPERTY

Assessor's Parcel Number: 001-032-08 & 35
If within a subdivision, Name: Green Valley Sub. Lot 2 & 3 Block A
Section 14 Township 13 N Range 25 E MDB&M.
Partion 08 & 3

REQUIRED ITEMS FOR APPLICATION

1. Map of proposed reversion which contains the same survey dimensions as recorded on the subdivision map, parcel map or map of division into larger parcels.
2. One map set to be a minimum size of eleven inches by seventeen inches (11" x 17")
3. List Containing Names and Addresses of Abutting Property Owners: (City staff will procure this list.)
4. Utility Statements for abandonment.
5. Application Fee: The fee shall be \$1,000.00 payable at the time of filing application.
Legal Description: Please attach a detailed metes and bounds description of subject property.
6. Property Tax: Showing taxes are paid current on subject property.

OWNER'S CERTIFICATE

I Bethann Sanford, Owner in fee of the described property, state that this application for Reversion to Acreage has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

Bethann Sanford
Signature of Owner

State of Nevada

County of Lyon

On the 12 day of June, 2023 personally appeared before me

Lea Sencion a Notary Public, Beth Ann Sanford
(Name of Notary) she

who acknowledged that ~~he~~ executed the above instrument.

Lea Sencion
Notary Public

Seal:



APPLICANT'S CERTIFICATE

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

Beth Ann Sanford
Signature of Applicant

State of Nevada

County of Lyon

On the 12 day of June, 2023 personally appeared before me

Lea Sencion a Notary Public, Beth Ann Sanford
(Name of Notary)

who acknowledged that he executed the above instrument.

Lea Sencion
Notary Public

Seal:



CITY OF YERINGTON
102 SOUTH MAIN STREET
YERINGTON, NV 89447
(775) 463-2729

**LIST OF NAMES AND ADDRESSES OF PROPERTY OWNERS OF ABUTTING
PROPERTY OWNERS:**

CITY OF YERINGTON
102 SOUTH MAIN STREET
YERINGTON, NV 89447
(775) 463-2729

LYON COUNTY CLERK'S OFFICE

PROPERTY TAX: Signature required from the County Clerk's Office showing property taxes are currently paid on subject property.

I, Bethann Sanford, hereby certify that all required property taxes are currently paid on Assessor's Parcel Number(s):

- 001-032-08+35
- _____
- _____
- _____
- _____
- _____
- _____

Dated this 12th day of June, 20 23.

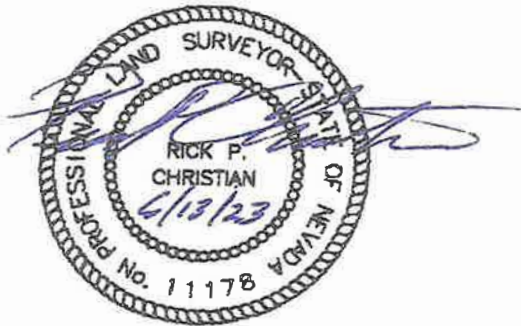
 6/12/23
LYON COUNTY CLERK

Exhibit "A"
Parcel A

All that certain real property being all of Parcel 3 (adjusted), as shown on "A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR THE LARRY AND LUCINDA ALLEN FAMILY TRUST, DATED MARCH 9, 2015 & LARRY W. ALLEN, LUCINDA K. ALLEN, AND BETHANN SEIBERT" Doc. No. 661013 dated August 15, 2022, filed in the official records of Lyon County, and all of Lot 2 of Block "A" as shown on "GREEN VALLEY SUBDIVISION" Doc. No. 62924 dated December 2, 1952 filed in the official records of Lyon County; lying in a portion of the Northwest $\frac{1}{4}$ of Section 14, Township 13 North, Range 25 East, Mount Diablo Base and Meridian, being described as follows:

Beginning at the Northwest corner of Lot 2 of Block "A" as shown on "Green Valley Subdivision" Doc No. 62924 ; Thence from said **Point of Beginning** and along the North line of said Lot 2, South $89^{\circ}08'33''$ East a distance of 275.47 feet, to the Northeast corner of said Lot 2; Thence leaving said North line of Lot 2 and along the East line of said Lot 2, South $04^{\circ}11'42''$ East a distance of 16.36 feet; Thence continuing along the East line of said Lot 2, South $32^{\circ}13'09''$ East a distance of 124.83 feet to the Northeast corner of said Parcel 3 (adjusted); Thence leaving Said East line of Lot 2 and along the East line of said Parcel 3 (adjusted), South $32^{\circ}25'14''$ East a distance of 81.74 feet to the Southeast corner of said Parcel 3 (adjusted), Thence leaving said East line and along the South line of said Parcel 3 (adjusted), North $89^{\circ}12'58''$ West a distance of 389.39 feet to the Southwest corner of Parcel 3 (adjusted), point also being on the Easterly right of way of Oregon Street; Thence along the West line of Parcel 3 (adjusted) and Lot 2, and along the Easterly right of way of Oregon Street, North $00^{\circ}42'17''$ East a distance of 189.74 feet to the **Point of Beginning**.

Containing 62,192 Square Feet more or less



EXPIRES: 12/31/2024

Prepared By:
Denson Surveying, Inc.
P.O. Box 528
Yerington, Nevada 89447

TOTAL AREA
TRAVERSE AND CLOSURE REPORT

Line:

Beginning at N = -6532.10, E = 13789.75
Ending at N = -6536.23, E = 14065.19
S89d08'33"E Length = 275.47'

Line:

Beginning at N = -6536.23, E = 14065.19
Ending at N = -6552.54, E = 14066.38
S4d11'42"E Length = 16.36'

Line:

Beginning at N = -6552.54, E = 14066.38
Ending at N = -6658.15, E = 14132.94
S32d13'09"E Length = 124.83'

Line:

Beginning at N = -6658.15, E = 14132.94
Ending at N = -6727.16, E = 14176.77
S32d25'14"E Length = 81.74'

Line:

Beginning at N = -6727.16, E = 14176.77
Ending at N = -6721.83, E = 13787.42
N89d12'58"W Length = 389.39'

Line:

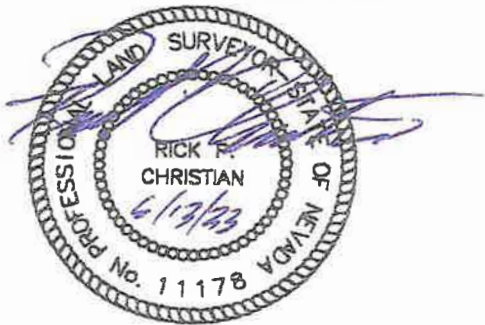
Beginning at N = -6721.83, E = 13787.42
Ending at N = -6532.10, E = 13789.75
N0d42'17"E Length = 189.74'

Boundary is closed.

Total length = 1077.5307'

Total area = 62191.53 Sq.Ft.

Total area = 1.43 Acres



EXP:12/31/24

Denson Surveying

a professional corporation

SURVEYING MAPPING
PLANNING WATER RIGHTS

24 AUSTIN ST. WEED HEIGHTS

P.O. BOX 528 (775) 463-3611

Fax No. (775) 463-1175

YERINGTON, NEVADA 89447

June 1, 2023

City of Yerington Planning Dept.
14 E. Goldfield Ave.
Yerington, NV 89447

To Whom it May Concern,

There are no Public Utility Easements shown on Green Valley Subdivision Map Doc. No. 62924 or Boundary Line Adjustment Doc. No. 661013. There are no utility companies that need to review the map because we are not creating, removing or adjusting any lines that have easements on them.

Sincerely

A handwritten signature in blue ink, appearing to read 'Rebecca Christian', written over a horizontal line.

Rebecca Christian

Draftsman,

Denson Surveying, Inc.



Stewart Title Company
5390 Kietzke Ln., Suite 101
Reno, NV 89511

Original
PRELIMINARY REPORT

Our Order No.: 1995998

Sales Price:

Proposed

Buyer/Borrower: Bethann Sanford and Clark Sanford

Loan Amount:

Seller:

Property Address: 0 N Oregon Street, Yerington, NV 89447
697 N Oregon Street, Yerington, NV 89447

Proposed Lender:

Today's Date: April 17, 2023

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Authorized Countersignature
Debbie Cimijotti, Title Officer

Dated as of March 31, 2023 at 7:30AM

When replying, please contact:

Charmayne Brewer, Escrow Officer
(775) 463-3518 Fax:
Email: charmayne.brewer@stewart.com

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

☒ Preliminary Report Only

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

Clark Sanford and Bethann Sanford husband and wife as joint tenants, as to Parcel 1, and Clark Sanford and Beth Ann Sanford, husband and wife as joint tenants, as to Parcel 2

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Lyon, described as follows:

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

PARCEL 1:

Lot 2, of Block A, as shown on the Official Map of GREEN VALLEY SUBDIVISION, recorded in the official Records of Lyon County, Nevada, on December 2, 1952, as File No. 62924.

PARCEL 2:

All that certain real property being a portion of Lot 3 of Block "A" as shown on "Green Valley Subdivision" Doc. No. 62924 dated December 2, 1952 filed in the official records of Lyon County; being a parcel of land located in a portion of the Northwest 1/4 of Section 14, Township 13 North, Range 25 East, Mount Diablo Base and Meridian, being described as follows:

BEGINNING at the Northwest corner of Lot 3 as shown in Doc No. 62924, thence from said POINT OF BEGINNING and along the North line of said Lot 3, South $89^{\circ}12'58''$ East a distance of 344.72 feet to the Northeast corner of said Lot 3; thence along a portion of the East line of said Lot 3, South $32^{\circ}25'14''$ East a distance of 81.74 feet; thence leaving said East line, North $89^{\circ}12'58''$ West a distance of 389.39 feet to a point of intersection with the West line of said Lot 3, also being the Easterly right of way of Oregon Street; thence along the Easterly right of way of Oregon Street and a portion of the Westerly line of said Lot 3 North $00^{\circ}42'17''$ East a distance of 68.40 to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Lyon County, Nevada on August 15, 2022, as Document No. 661015 of Official Records.

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
5. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
9. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
10. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
11. Water rights, claims or title to water, whether or not recorded.
12. Any additional liens which may be levied by reason of said premises being within the City of Yerington, Water & Sewer service area..
13. Rights of the public, county and/or city in that portion lying within the street as it now exists:

Street Name: N. Oregon Street
14. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map of GREEN VALLEY SUBDIVISION, recorded in the official Records of Lyon County, Nevada, on December 2, 1952, as File No.

62924 and referenced in the legal description contained herein. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.

15. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Lyon County, State of Nevada on July 29, 1991, as Document No. 143028.

Survey Map No. 143028.

16. A Declaration of Homestead, dated May 29, 2018, executed by Clark Sanford, recorded on May 29, 2018, as Document No. 581292, Official Records of Lyon County, Nevada.
17. A Declaration of Homestead, dated Bethann Sanford and Clark Sanford, executed by March 21, 2022, recorded on March 21, 2022, as Document No. 654625, Official Records of Lyon County, Nevada.
18. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Lyon County, State of Nevada on August 15, 2022, as Document No. 661013.

Survey Map No. 661013.

NOTE: This report is being issued for information purposes only, no liability assumed.

NOTE: Taxes for the fiscal year 2022-2023, in the amount of \$2,69.01 have been paid in full.
(APN 001-032-07 - Includes other lands, now APN 001-032-35)

NOTE: Taxes for the fiscal year 2022-2023, in the amount of \$2,753.00 have been paid in full.
(APN 001-032-08)

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*****ATTENTION LENDERS*****

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (7/1/21) or ALTA Loan Policy (7/1/21), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the

Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

END OF EXCEPTIONS

REQUIREMENTS AND NOTES

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay the premiums, fees and charges for the policy.
5. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.
7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:

Documents necessary to close the within transaction

9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
10. Show that restrictions or restrictive covenants have not been violated.
11. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
12. Pay all taxes, charges, and assessments affecting the land that are due and payable.
13. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

END OF REQUIREMENTS AND NOTES

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. **Identifiers:** Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. **Demographic Information:** Marital status, gender, date of birth.
3. **Personal Information and Personal Financial Information:** Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

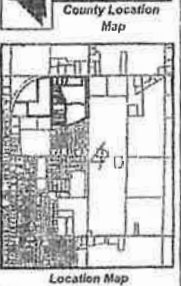
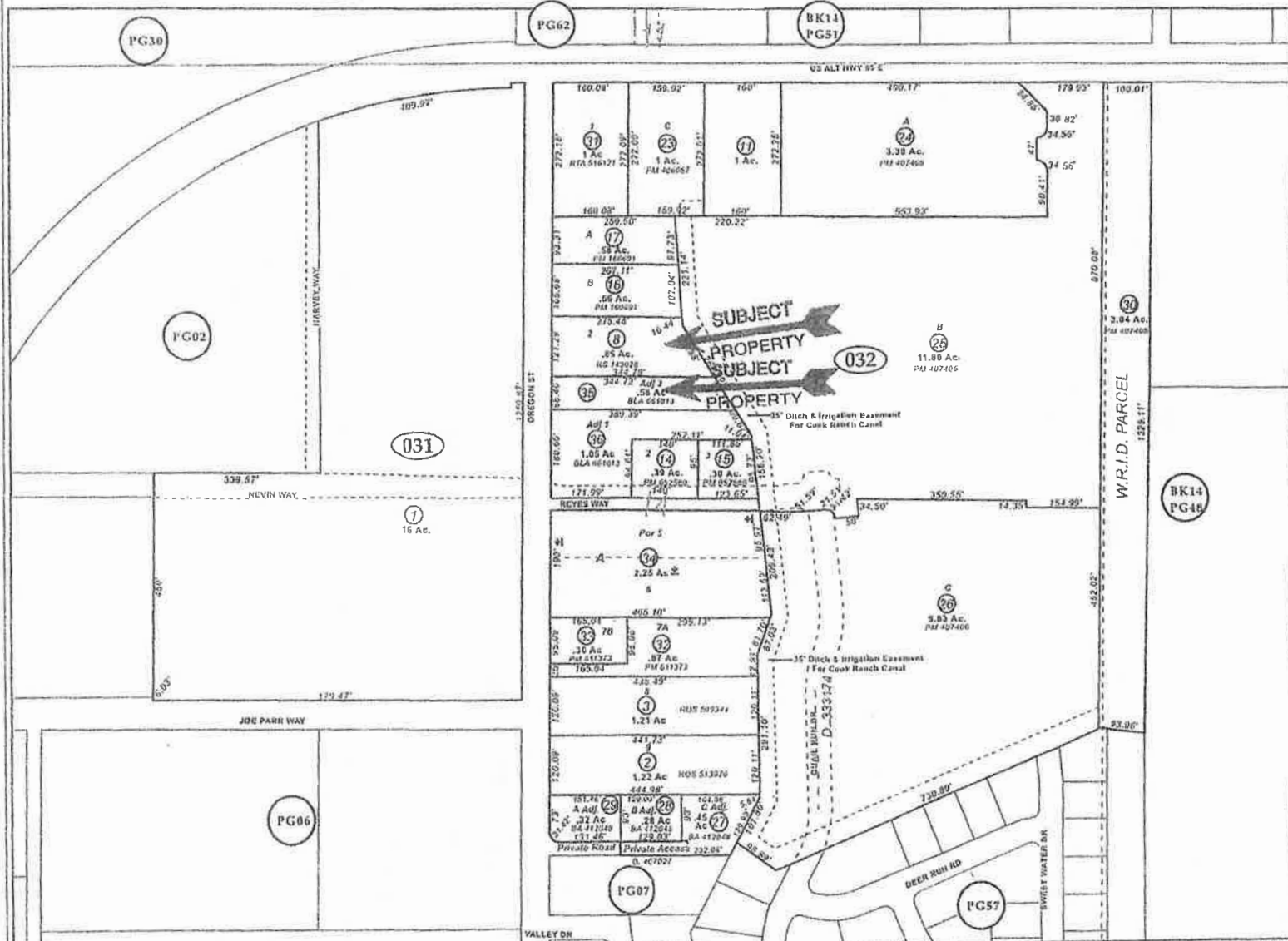
Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Portion NW 1/4, Section 14, T13N - R25E, MD&M

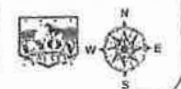
1-03



Map Elements

- 1/4 Corner Section
- Section Line
- 200' Dimension
- Parcel Lot
- Parcel Number
- 0.13 Ac. Average of Parcel
- Parcel Boundaries
- Block Number
- Parcel Book & Page Number
- Page Number
- Cities & Townships
- Dayton
- Dayton Valley
- Ferley
- Mack Twp
- Mason Valley
- Mound House
- Silver City
- Silver Springs
- Smith Valley
- Stagemoor
- Yorkington

Scale: 1" = 200'
Revised: August 15, 2022



NOTE: This is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein. Use of this plot for other than assessment purposes is prohibited unless approved by the Lyon County Assessor's Office.

Green Valley Subdivision
S.M. 02924 12/2/1952

OFFICIAL RECORD

Requested By: STEWART TITLE COMPANY - NV

Lyon County, NV

Anita Talbot, Recorder

Fee: \$40.00 RPTT: \$0.00

Recorded By: blathrop

A.P.N. No.:	001-032-35
R.P.T.T.	\$ 0.00
File No.:	1159494-A CRB
Recording Requested By:	
Stewart Title Company	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Clark Sanford and Bethann Sanford	
697 N Oregon Street	
Yerington, NV 89447	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Beth Ann Sanford, a married woman who previously acquired title as Bethann Seibert, an unmarried woman for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Clark Sanford and Beth Ann Sanford, husband and wife, as Joint Tenants with Rights of Survivorship, all that real property situated in the County of Lyon, State of Nevada, bounded and described as follows:

All that certain real property situated in the County of Lyon, State of Nevada, described as follows:

All that certain real property being a portion of Lot 3 of Block "A" as shown on "Green Valley Subdivision" Doc. No. 62924 dated December 2, 1952 filed in the official records of Lyon County; being a parcel of land located in a portion of the Northwest 1/4 of Section 14, Township 13 North, Range 25 East, Mount Diablo Base and Meridian, being described as follows:

BEGINNING at the Northwest corner of Lot 3 as shown in Doc No. 62924, thence from said POINT OF BEGINNING and along the North line of said Lot 3, South 89°12'58" East a distance of 344.72 feet to the Northeast corner of said Lot 3; thence along a portion of the East line of said Lot 3, South 32°25'14" East a distance of 81.74 feet; thence leaving said East line, North 89°12'58" West a distance of 389.39 feet to a point of intersection with the West line of said Lot 3, also being the Easterly right of way of Oregon Street; thence along the Easterly right of way of Oregon Street and a portion of the Westerly line of said Lot 3 North 00°42'17" East a distance of 68.40 to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Lyon County, Nevada on August 15, 2022, as Document No. 661015 of Official Records.

*SUBJECT TO:

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: March 17, 2023

THIS GRANT BARGAIN SALE DEED MAY BE SIGNED IN COUNTERPART.

Beth Ann Sanford

Beth Ann Sanford

State of Nevada)

) ss

County of Lyon)

This instrument was acknowledged before me on the 17 day of March, 2023
By: Beth Ann Sanford

Signature: Toree Morero

Notary Public

Toree Morero

My Commission Expires: Jan. 20, 2027.



THIS DOCUMENT IS BEING RECORDED AS
AN ACCOMMODATION ONLY

A.P.N. No.:	001-032-08
R.P.T.T.	EXEMPT #5
File No.:	1633608
Recording Requested By:	
Stewart Title Company	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Clark Sanford and Bethann Sanford	
697 N Oregon Street	
Yerington, NV 89447	

Doc #: 655085

03/29/2022 01:25 PM Page: 1 of 3

OFFICIAL RECORD

Requested By: STEWART TITLE COMPANY - NV

Lyon County, NV

Margie Kassebaum, Recorder

Fee: \$40.00 RPTT: \$0.00

Recorded By: blathrop

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Clark Sanford who acquired title as an unmarried man, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Clark Sanford and Bethann Sanford, husband and wife as joint tenants, all that real property situated in the County of Lyon, State of Nevada, bounded and described as follows:

***SUBJECT TO:**

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 3-28-22

SIGNATURES AND NOTARY ON PAGE 2

THIS GRANT BARGAIN SALE DEED MAY BE SIGNED IN COUNTERPART.

Clark Sanford
Clark Sanford

State of Nevada)
County of Lyon) ss

This instrument was acknowledged before me on the 28 day of mar, 2022
By: Clark Sanford

Signature: S. Lindberg
Notary Public

My Commission Expires: 4/1/23

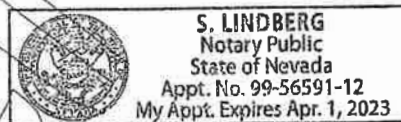


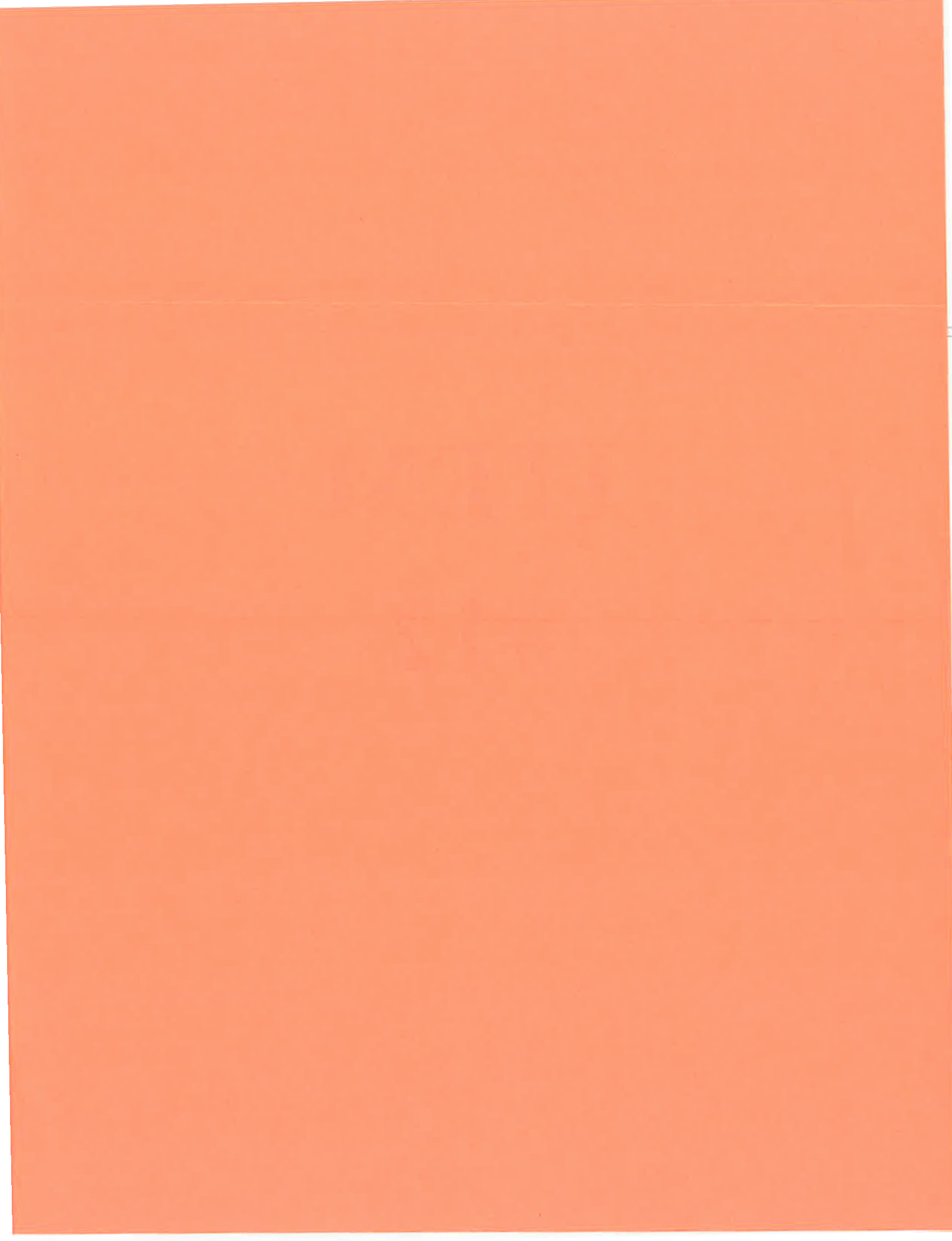
EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property situate in the County of Lyon, State of Nevada , described as follows:

Lot 2, Block A, as shown on the Official Map of GREEN VALLEY SUBDIVISION, recorded in the official Records of LYON COUNTY, Nevada on December 2, 1952, as document No. 62924

ITEM

#12



Please read and save these instructions. Read carefully before attempting to assemble, install, operate or maintain the product described. Protect yourself and others by observing all safety information. Failure to comply with instructions could result in personal injury and or property damage! Retain instructions for future reference.

Speed Bumps

Description

Rubber speed bumps are durable, high-quality products rigorously engineered for dependability and simplicity. Although installation and maintenance procedures are intuitively obvious, any person who might install or maintain this product should be familiar with the instructions provided in this manual.

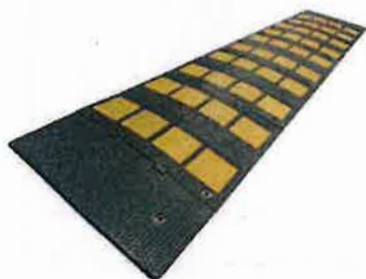
Safety Principles

This manual will acquaint persons authorized to install and/or maintain this speed bump with proper installation and maintenance procedures. **Therefore, each person, who might use or perform maintenance on the speed bump, must read and understand every instruction BEFORE using the device or performing maintenance.** Users should have access to the manual at all times and should routinely review the directions.

This manual cannot address every conceivable danger. The end-user is ultimately responsible for exercising sound judgment at all times.

Employers are responsible for training employees to use the product properly. If you do not understand an instruction, ask your supervisor or employer for assistance, because failure to follow the directions in this manual might result in serious personal injury or even death.

Failure to read and understand the instructions included in this manual before installing or maintaining the speed bump constitutes misuse of the product. Read the manual, as necessary, to refresh your understanding of the safe installation, inspection and maintenance procedures explained on page 2 & 3 & 4. **DO NOT** attempt to resolve any problems with the product unless you are authorized to do so and are certain that it will be safe to use afterwards.



29NH25, 29NH26



29NH27, 29NH28



29NH35, 29NH36, 29NH40

Specifications

Model	Width (in.)	Height (in.)	Length (in.)	Maximum over-travel speed in MPH (~kph)	Includes hardware kit for	Net weight (lbs.)
29NH25	24	1-3/8	108	under 10 (17kph)	Concrete	140
29NH26	24	1-3/8	108	under 10 (17kph)	Asphalt	150
29NH27	36	2	120	under 10 (17kph)	Concrete	260
29NH28	36	2	120	under 10 (17kph)	Asphalt	280
29NH35	12	2-1/2	72	under 5 (8kph)	N/A	63
29NH36	12	2-1/2	9	under 5 (8kph)	N/A	8
29NH40	12	2-1/2	48	under 5 (8kph)	N/A	42



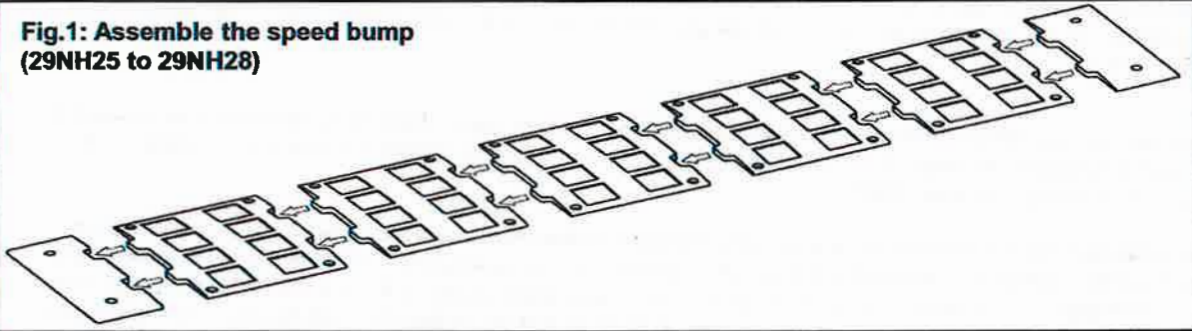
WARNING

Improper installation might result in serious personal injuries sustained by motorists and/or pedestrians.

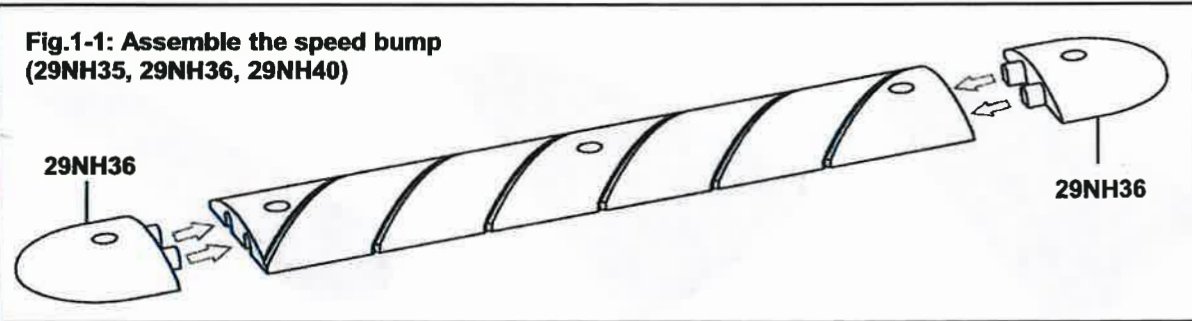
- Immediately replace any speed bump that becomes structurally compromised. DO NOT keep a damaged speed bump in service. Follow the inspection recommendations presented on page 4 to determine whether a speed bump or a portion of the product should be replaced.
- Post signs visible to and readable by motorists to warn them about the location of the speed bump and to suggest an appropriate maximum speed when travelling over the bump (see "Maximum over-travel speed" in Table on page 1).
- DO NOT modify the speed bump or the mounting hardware in any way. Unauthorized modifications might make the product unsafe to use and could result in injuries suffered by drivers and/or bystanders.

Installation

**Fig.1: Assemble the speed bump
(29NH25 to 29NH28)**



**Fig.1-1: Assemble the speed bump
(29NH35, 29NH36, 29NH40)**



Step 1: Prepare the surface (road) where the speed bump will be installed.
Thoroughly sweep the surface/road and allow the surface to dry completely, if applicable.

Step 2: Assemble the speed bump in the location where it will be installed.
Fit the tabs of one piece into the corresponding slots on the next piece, as shown in Fig. 1 and Fig1-1.
(NOTE: 1 end piece has tabs; the other end piece has slots.)

**Fig. 2: Hardware Kits
(29NH25 to 29NH28)**

Concrete anchor kit includes lag bolts (29NH37), washers, and lag bolts shields (29NH38).
NOTE: end pieces and center pieces require different numbers of concrete anchors or asphalt spikes (2VDA9).



2VDA9 Asphalt Spike (double-sided butyl tape included)

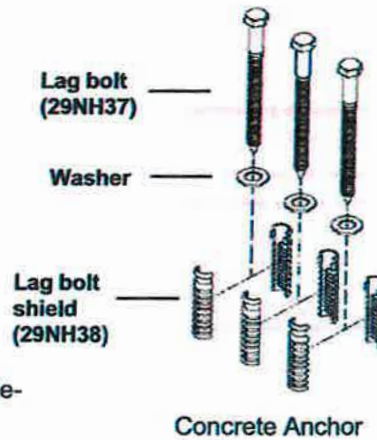


Fig. 3: Attach product to asphalt surface (29NH25 to 29NH28)

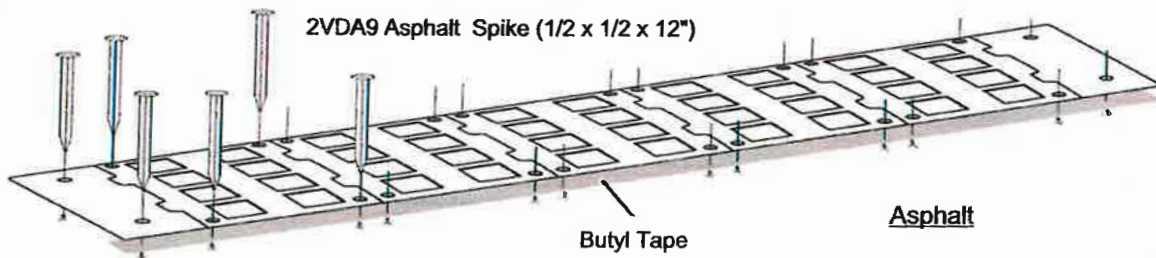
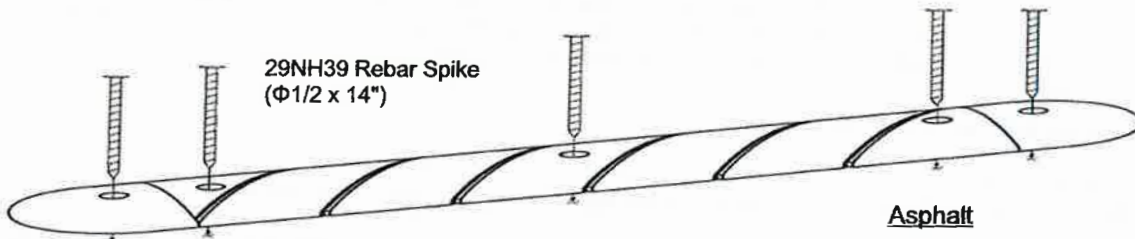


Fig. 3-1: Attach product to asphalt surface (29NH35, 29NH36, 29NH40)



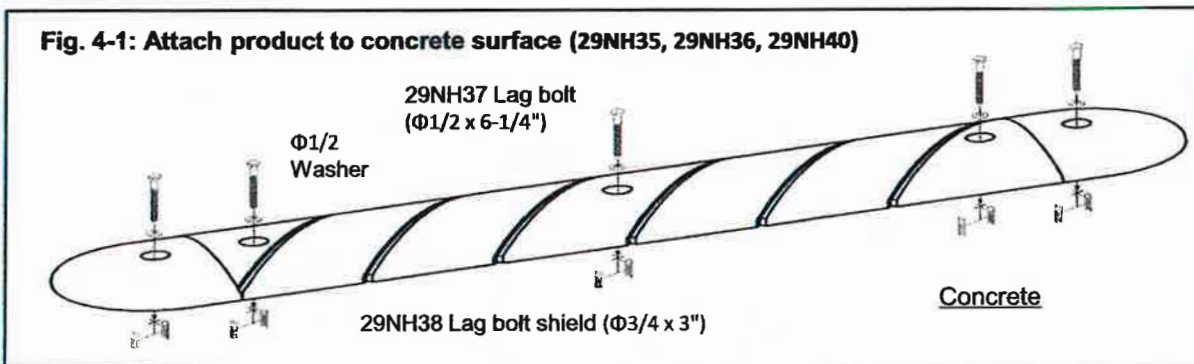
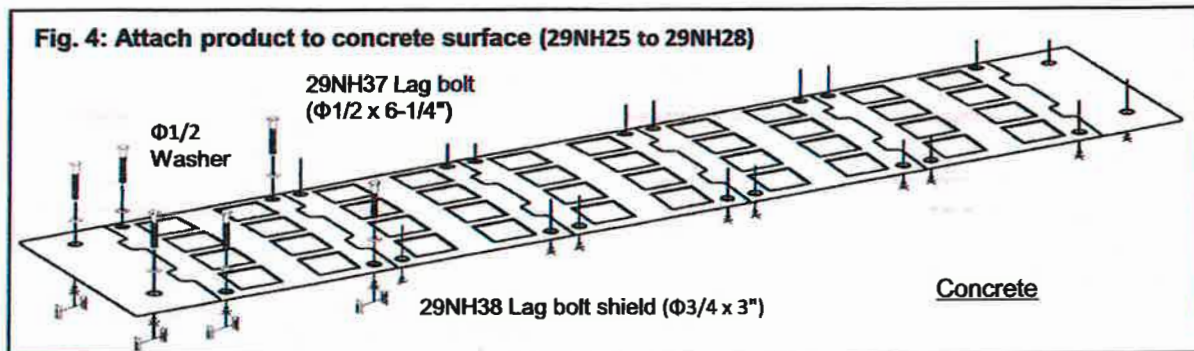
Step 3: Attach the speed bump to the surface (29NH25 to 29NH28).

Asphalt:

- 1) As shown in Fig. 3, affix strips of butyl tape to the underside of the speed bump.
- 2) Flip over the speed bump and then press it firmly against the pavement.
- 3) Drive the asphalt spike through the holes in each section (the head of each spike should not protrude above the surface of the speed bump).

Step 3-1: Attach the speed bump to the surface (29NH35, 29NH36, 29NH40).

- 1) Drill 1/2" diameter (approximately 4" deep) holes in the asphalt through the product's holes.
- 2) Clean up the ground.
- 3) Drive 1/2" rebar spike (14" long) through the holes in the product.



Concrete:

- 1) Mark the concrete with the location of each bolt hole.
- 2) Drill 13/16" (~2.1cm) holes in the concrete approximately 6" deep (locations shown as X's in the diagram above).
- 3) Clean up the ground.
- 4) Press/tap the lag bolts shields into the drilled holes until they are at least flush with the road surface or slightly lower.
- 5) Align the holes in the speed bump with the holes drilled into the concrete surface. Slide a washer onto each lag bolt; then insert a bolt into each bolt hole and tightly fasten the bolts to the anchors.

Inspections & Maintenance

At least once per month:

- Closely inspect each section of the speed bump for damage (cracks, splits, etc.). If any section is cracked or split, replace it.
- Try to wiggle the sections of the speed bump to evaluate the soundness of the connections between anchor bolts and anchors, as well as between the anchors and the road/surface. If the speed bump can wobble, i.e. separates from the road/surface, determine whether each connection is loose. Tighten loose connection(s) and apply more butyl tape to the bottom of the loose section. It might be necessary to either fill a hole(s) in the concrete with epoxy or move the speed bump to another location, if the bolt and anchor can slide free of the concrete.
- The speed bump incorporates yellow highway tape to provide a sharp contrast with the surface/road. Wipe dirt from the surface of the speed bump, and particularly from the highway tape to maintain contrast.

Warranty

LIMITED ONE-YEAR WARRANTY

Should this product fail to perform satisfactorily due to a defect or poor workmanship within ONE YEAR from the date of purchase, return it to the place of purchase and it will be replaced, free of charge. Incidental or consequential damages are excluded from this warranty.



Speed Bump: Rubber, Black/Yellow, 9 ft Lg, 24 in Wd, 1 1/8 in Ht, 29NH26

Item 29NH26 Mfr. Model 29NH26

☐ Compare

Product Details Catalog Page 1929

Color **Black/Yellow**

Material **Rubber**

Includes **Asphalt Mounting Hardware**

Length **9 ft**

Width **24 in**

Installation Surface **Asphalt**

Height **1-1/8 in**

Product Type **Speed Bump**

Installation Method **Spikes; Tape**

Number of Cable Channels **0**

Number of Installation Holes **24**

Traffic Speed Rating **10 to 15 mph**

Includes Installation Hardware **Yes**

Includes Cable Channel **No**

Brand **GRAINGER APPROVED**

Manufacturer Part Number **29NH26**

Tensile Strength **435 psi**

Your Price
\$423.52 / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

☐ Setup Auto Reorder

☒ Ship

☐ Pickup

Temporarily unavailable for at least 30 days. Consider an alternate product

Ship to **89447** | [Change](#)

Shipping Weight **110 lbs**

[Ship Availability Terms](#)

[Add to List](#)

Compliance & Restrictions

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Green Product - This item has been designated by the manufacturer as an environmentally preferable product (EPP) because this item has one or more environmentally preferable attributes. For additional information, see the Product Details section on the Product Detail page.

Documents



Operating



[Chat with an Agent](#)

UNSPSC 46161509

Country of Origin China (subject to change)

Product Description

Speed bumps slow traffic in parking lots, alleys, and on roadways where speeding is a hazard.



Speed Bump: Rubber,
Black/Yellow, 10 ft Lg, 36 in
Wd, 2 in Ht, 29NH28

Item 29NH28

☐ Compare

Your Price 

\$588.06 / each

Qty
1

Add to Cart

ITEM

#14



**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on June 12, 2023, between **CITY OF YERINGTON, NEVADA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Yerington Municipal Airport, Yerington, Nevada

3. **WORK PROGRAM** – Attached

Element 1 – *Rehabilitate Apron Pavement (Approx. 6,000 SY), Rehabilitate Taxilanes Pavement (Approx. 3,800 SY) [BIL Funded]*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development	\$3,350.00
--	-------------------

Element 1 – Design

Preliminary Design	\$21,850.00
Final Design	\$12,750.00

Element 1 – Bidding Services	\$3,780.00
-------------------------------------	-------------------

Element 1 – Construction Period Services

Construction Administration Services	\$8,190.00
Construction Inspection Services	\$47,010.00

Element 1 – Project Closeout	\$4,760.00
-------------------------------------	-------------------

Element 1 – Special Services

Categorical Exclusion Form	\$2,060.00
DBE Program Assistance	\$2,360.00
Topographical/Land Survey	\$18,200.00
Geotechnical Investigation	\$41,525.00

Engineering Total	\$165,835.00
--------------------------	---------------------

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
CITY OF YERINGTON

Robert Switzer, City Manager

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Christopher S. Nocks, P.E., Engineering Ops
Manager

ELEMENT #1 *Rehabilitate Apron Pavement (Approx. 6,000 SY), Rehabilitate Taxiways Pavement (Approx. 3,800 SY)*

- Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$2,250/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.*



PROJECT SKETCH

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. Prepare requirements for the design topographical survey. Work includes establishing the limits of the work area and developing survey criteria in accordance with FAA design guidance. A surveyor subconsultant will be employed to conduct the topographical survey in accordance with the requirements developed. Coordinate the subconsultant's work schedule with the Sponsor.
2. Prepare requirements for the design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen in accordance with FAA AC 150/5320-6F. A geotechnical engineering subconsultant will be employed to conduct the geotechnical investigation in accordance with the requirements developed. An Engineer's representative will be on-site with the subconsultant for one (1) day during the investigation. The Engineer will coordinate the subconsultant's work schedule with the Sponsor. Based on preliminary information available for this project, the following is an estimate of the effort required to complete the investigation and associated testing:
 - a. Subsurface Investigation: Obtain 12 subsurface borings, 6 will be drilled to a depth of at least 10 feet on the apron, and 6 will be drilled to a depth of at least 10 feet in the taxiway area. Pavement cores will be taken at each location and used to establish existing structural information, photographed and preserved for reference during construction.
 - b. Laboratory Soil Testing: Perform the following tests on the samples collected from the subsurface borings:

Test	Test Standard	No. of Tests
Soil Gradation (Dry)	ASTM C117/C136	36 each
Soil Gradation (Hydrometer)	ASTM D 422	2 each
Atterburg Limits	ASTM D 4318	2 each
Moisture-Density Relationship	ASTM D 698/D 1557	2 each
In-Place Density/Moisture	AASHTO T204/AASHTO T265	12 each
CBR Testing	ASTM D 1883	4 each
Consolidation Testing	ASTM D 2435	12 each
Soluble Sulfate Content	ASTM C 1580	2 each

3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program

Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.

4. Assist the Sponsor in obtaining a Nevada Public Works Project number for the project.
5. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.
6. Analyze and process geotechnical investigation data. Develop design conclusions based on the data presented and establish input values for pavement design software.
7. Prepare pavement section design.
8. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA
 - b. Verify existing ALP dimensions and data.
9. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Evaluate drainage conditions/requirements.
 - c. Review existing Pavement Strength Survey data.
 - d. Review available record drawings of the project site.
 - e. Conduct one (1) design site visit by the Project Engineer for familiarity with the site.
10. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Removals Plan	3 Sheets
d	Plan, Profile and Grading Plan	4 Sheets
e	Typical Sections and Details	2 Sheets
f	Marking Layout and Details	3 Sheets
g	Cross Sections (100 ft Stations)	4 Sheets
h	Construction Safety and Phasing Plan	2 Sheets
TOTAL SHEET COUNT		20 Sheets

Drawings may be added or deleted during the design phase if required.

11. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during

the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

12. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

Item C-100	Contractor Quality Control Program
Item C-105	Mobilization
Item C-110	PWL Calculation
Item P-101	Preparation/Removal of Existing Pavements
Item P-152	Excavation, Subgrade, and Embankment
Item P-154	Subbase Course
Item P-208	Aggregate Base Course
Item P-401	Asphalt Mix Pavement
Item P-602	Emulsified Asphalt Prime Coat
Item P-603	Emulsified Asphalt Tack Coat
Item P-608	Emulsified Asphalt Seal Coat
Item P-610	Concrete for Miscellaneous Structures
Item P-620	Runway and Taxiway Marking

The added technical specifications for Element 1 may include but not be limited to the following items:

Item D-705	Pipe Underdrains for Airports
Item D-751	Manholes, Catch Basins, Inlets and Inspection Holes
Item D-752	Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures

13. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty
 - m. Construction Management Plan

14. Prepare and submit FAA design Modifications to Standards, if applicable.
15. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include one (1) site visit by the Project Manager and Project Engineer to field verify project plans and specifications.

11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA, State, and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA, State, and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA, State, and Sponsor.
12. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on page 1 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a digital copy of the final plans, specifications, and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held via online video conference run by the Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules. Review contractor's sub-contracts.
2. Prepare and submit a Nevada Public Works Project Notice of Award form.
3. Provide Sponsor, State, and FAA with a digital copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with a digital copy of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
4. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
5. Coordinate a Construction Management Plan with the Contractor prior to paving operations commencing.
6. Conduct pre-construction conference.
7. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
8. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
9. Construction Site Visits. This item includes one (1) additional trip for Element 1 to the job site for on-site clarification by the Project Manager and Engineer.
10. Conduct pre-paving conference to review Contractors laydown, testing and surveying plans.
11. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
12. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment

documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full time resident project representative to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA, State, and Sponsor.
4. Conduct final project inspection with the Sponsor and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter and Nevada Public Works Project Notice of Completion form.
3. Update Airport Layout Plan to reflect as-built pavement conditions as needed.
4. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive an electronic copy of the record drawings.
5. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Prepare and submit a Categorical Exclusion (CatEx) package. Work includes soliciting proposals for cultural and biological surveys, and incorporating the findings into the CatEx package. The cost for these surveys will be billed directly to the Sponsor; however, the Engineer will assist the Sponsor in getting reimbursed for this cost as part of the grant by preparing a request for reimbursement.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Coordinate with Sponsor to assign the DBE Liaison and Reconsideration officials.
 - b. Assist the Sponsor's DBE Liaison with FAA Connect website access.
 - c. Update the Sponsor's DBE Plan and posting requirements.
 - d. Create Sponsor's overall Goal Calculation for triennial DBE goals. This includes holding a public consultation meeting with stakeholders. Researching the applicable market area broken into zip codes. Researching the current State DOT market area certified DBE listings of potential contractors' availability compared to the availability of all market area Contractors using US Census Data. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items (breaking down % of work items into NAICS Codes). Determine whether the goal should be race/gender neutral (RN), race/gender conscious (RC) or what % of each by consideration of available disparity studies conducted in the State and past project history to determine if obtained goal calculations should be adjusted or if need to establish specific steps and milestones to correct any identified issues to keep the Airport in compliance.
 - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office.
 - f. Assist the Sponsor with fiscal year DBE utilization reporting and in submitting these items to the FAA Civil Rights Website.
 - g. Assist Sponsor in ensuring record compliance found in USDOT 49 CFR Part 26 requirements are met.
3. Land surveys, design surveys, and topographic maps.
4. Geotechnical investigations, including core sampling, laboratory tests, related analyses, pavement design and reports.

Detailed Engineering Fee Breakout

AIRPORT: Yerington Municipal Airport
 LOCATION: Yerington, Nevada
 AIP GRANT NO: 3-32-00XX-0XX-2023

ACI PROJECT NUMBER: 236990
 DATE: 6/5/23
 REV. NO: 1

PROJECT DESCRIPTION: Rehab Apron and Taxiways Pavement

Note: This spreadsheet is provided to show how the lump sum totals for each phase have been established. The monthly billing will be a simple percentage of each phases total lump sum amount.

	Proposed Fee	Independent Fee Analysis	Negotiated Fee
I PROJECT DEVELOPMENT	\$3,350.00		
II PRELIMINARY DESIGN	\$21,850.00		
III FINAL DESIGN	\$12,750.00		
IV BIDDING SERVICES	\$3,780.00		
V CONSTRUCTION PERIOD SERVICES			
Construction Admin	\$8,190.00		
Construction Inspection	\$47,010.00		
VI PROJECT CLOSEOUT	\$4,760.00		
VII SPECIAL SERVICES			
Categorical Exclusion Form	\$2,060.00		
D&E Program Assistance	\$2,360.00		
Topographical/Land Survey	\$15,000.00		
Geotechnical Investigation	\$25,000.00		
TOTAL ENGINEERING SERVICES	\$146,110.00	\$0.00	\$0.00

Detailed Engineering Fee Breakout

AIRPORT: Yerington Municipal Airport
 LOCATION: Yerington, Nevada
 AIP GRANT NO.: 3-32-00XX-0XX-2023

ACI PROJECT NUMBER: 236990
 DATE: 6/5/23
 REV. NO: 1

I. PROJECT DEVELOPMENT

Item No.	Principal	Project Manager	Project Engineer	Designer (CAD)	Project Planner	Project Coordinator	Total	Cost
	\$242.00	\$175.00	\$147.00	\$121.00	\$143.00	\$99.00	Hours	Summary
1 Conduct PreDesign Meeting	1	2	2	2		2	9	\$1,326.00
2 Develop Prelim Cost Estimates			4				4	\$588.00
3 Develop Draft SOW and Assist with IFE		3		1			4	\$646.00
4 Prepare Final SOW	1	1					2	\$417.00
5 Prepare Prelim FAA Grant Application		1				2	3	\$373.00
Estimated Total Man-hours	2	7	6	3	0	4	22	
Summary Costs	\$484.00	\$1,225.00	\$882.00	\$363.00	\$0.00	\$396.00		\$3,350.00
Reimbursables								
Meals and Incidentals Expenses Per Diem						0 Days	\$59.00	\$0.00
Lodging Per Diem						0 Days	\$98.00	\$0.00
Rental Car						0 Days	\$110.00	\$0.00
Mileage						0 Miles	\$0.63	\$0.00
Airfare						0 Trips	\$750.00	\$0.00
Misc Expenses						\$	- Actual Cost	\$0.00
Total Project Development Phase:								\$3,350.00
								use \$3,350.00

II. PRELIMINARY DESIGN

Item No.	Principal	Project Manager	Project Engineer	Project Planner	Designer (CAD)	Project Coordinator	Total	Cost
	\$242.00	\$175.00	\$147.00	\$143.00	\$121.00	\$99.00	Hours	Summary
1 Prepare Requirements for Topo Survey			2		4		6	\$778.00
2 Prepare Requirements for Geotech Investigation			4		4		8	\$1,072.00
3 Prepare Draft CSPF		2	6		2	1	11	\$1,573.00
4 Assist Sponsor in obtaining NV PWP number		1			4	1	6	\$758.00
5 Analyze and Process Survey Data			4				4	\$588.00
6 Analyze and Process Geotech Data			4				4	\$588.00
7 Develop Pavement Section Design		2	8				10	\$1,526.00
8 Review and Evaluate Project Layout		2	6		6		14	\$1,958.00
9 Evaluate Local Conditions		4	8				12	\$1,876.00
10 Prepare Prelim Construction Plans								
a Cover Sheet					1		1	\$121.00
b General Notes, Legend and Survey Control					1		1	\$121.00
c Removals Plan			2		8		10	\$1,262.00
d Plan, Profile and Grading Plan			4		8		12	\$1,556.00
e Typical Sections and Details			2		4		6	\$778.00
f Marking Layout and Details			2		4		6	\$778.00
g Cross Sections			4		8		12	\$1,556.00
h Construction Safety and Phasing Plan			2		2		4	\$536.00
11 Prepare Prelim Contract Docs			1			2	3	\$345.00
12 Prepare Prelim Tech Specs		2	8			4	14	\$1,922.00
13 Prepare Prelim Special Provisions			1			2	3	\$345.00
14 Submit Design MOS's			1			1	2	\$246.00
15 Conduct Prelim Review of Design Set	2	2	4				8	\$1,422.00
Estimated Total Man-hours	2	15	73	0	56	11	157	
Summary Costs	\$484.00	\$2,625.00	\$10,731.00	\$0.00	\$6,776.00	\$1,089.00		\$21,705.00
Reimbursables								
Meals and Incidentals Expenses Per Diem			1			1 Days	\$59.00	\$59.00
Lodging Per Diem						0 Days	\$98.00	\$0.00
Rental Car						0 Days	\$110.00	\$0.00
Mileage			144			144 Miles	\$0.63	\$90.00
Airfare						0 Trips	\$750.00	\$0.00
Misc Expenses						\$	- Actual Cost	\$0.00
Total Prelim Design Phase:								\$21,854.00
								use \$21,850.00

Detailed Engineering Fee Breakout

AIRPORT: Yerington Municipal Airport
 LOCATION: Yerington, Nevada
 AIP GRANT NO.: 3-32-00XX-0XX-2023

ACI PROJECT NUMBER: 236990
 DATE: 6/5/23
 REV. NO.: 1

III. FINAL DESIGN

Item No.	Principal	Project Manager	Project Engineer	Project Planner	Designer (CAD)	Project Coordinator	Total	Cost
	\$242.00	\$175.00	\$147.00	\$143.00	\$121.00	\$99.00	Hours	Summary
1 Incorporate prelim design comments			4		8		12	\$1,556.00
2 Calculate Estimated Quantities			2		4		6	\$778.00
3 Prepare Estimate of Probable Const Cost		2	4				6	\$938.00
4 Prepare Engineer's Design Report		2	8				10	\$1,526.00
5 Develop Bird Schedules			2				2	\$294.00
6 Submit Final CSPP			2			1	3	\$393.00
7 Prepare 95% Plan Set		2	4		4		10	\$1,422.00
7 Prepare 95% Specifications		2	4			2	8	\$1,136.00
8 Submit 95% Design/Bid Documents for Review			2		4		6	\$778.00
9 Incorporate 95% Design Review Comments			6				6	\$882.00
10 Conduct Final Internal Review of Design Documents	2		4				6	\$1,072.00
11 Prepare and Submit Final Design/Bid Documents		2	2			2	6	\$842.00
12 Prepare and/or Assist with necessary forms		2	2			2	6	\$842.00
Estimated Total Man-hours	2	12	46	0	20	7	87	
Summary Costs	\$484.00	\$2,100.00	\$6,762.00	\$0.00	\$2,420.00	\$693.00		\$12,459.00
Reimbursables								
Meals and Incidental Expenses Per Diem		1	1			2 Days	\$59.00	\$118.00
Lodging Per Diem						0 Days	\$98.00	\$0.00
Rental Car						0 Days	\$110.00	\$0.00
Mileage		144	144			288 Miles	\$0.63	\$180.00
Airfare						0 Trips	\$750.00	\$0.00
Misc Expenses							\$ - Actual Cost	\$0.00
Total Final Design Phase:								\$12,757.00
								use \$12,750.00

IV. BIDDING SERVICES

Item No.	Principal	Project Manager	Project Engineer	Territory Manager	Designer (CAD)	Project Coordinator	Total	Cost
	\$242.00	\$175.00	\$147.00	\$175.00	\$121.00	\$99.00	Hours	Summary
1 Assist Sponsor with Advertising Invitation for Bids			2			2	4	\$492.00
2 Provide technical assistance during bidding		2	4				6	\$938.00
3 Attend and assist with prebid meeting		2	2				4	\$644.00
4 Attend and assist with bid opening meeting		1	2				3	\$469.00
5 Prepare abstract of bids		2				2	4	\$548.00
6 Update FAA grant application			1			1	2	\$246.00
7 Assist in Award Notification		2				1	3	\$449.00
Estimated Total Man-hours	0	9	11	0	0	6	26	
Summary Costs	\$0.00	\$1,575.00	\$1,617.00	\$0.00	\$0.00	\$594.00		\$3,786.00
Reimbursables								
Meals and Incidental Expenses Per Diem						0 Days	\$59.00	\$0.00
Lodging Per Diem						0 Days	\$98.00	\$0.00
Rental Car						0 Days	\$110.00	\$0.00
Mileage						0 Miles	\$0.63	\$0.00
Airfare						0 Trips	\$750.00	\$0.00
Misc Expenses							\$ - Actual Cost	\$0.00
Total Bidding Phase:								\$3,786.00
								use \$3,780.00

Detailed Engineering Fee Breakout

AIRPORT: Yerington Municipal Airport
LOCATION: Yerington, Nevada
AIP GRANT NO.: 3-32-00XX-0XX-2023

ACI PROJECT NUMBER: 236990
DATE: 6/5/23
REV. NO: 1

V. A. CONSTRUCTION ADMINISTRATION SERVICES

Item No.	Principal	Project Manager	Project Engineer	Field Eng Supervisor	Designer (CAD)	Project Coordinator	Total Hours	Cost Summary
	\$242.00	\$175.00	\$147.00	\$147.00	\$121.00	\$99.00		
1. Coordinate Civil Contract Documents		2				2	4	\$548.00
2. Prepare and Assist Sponsor in Submitting NV FWP NOA Form		1				1	2	\$274.00
3. Provide Sponsor and FAA with Contract Documents		2				1	3	\$449.00
4. Review and Accept Contractor SPCD		2		2			4	\$644.00
5. Coordinate CMP		2		4			6	\$938.00
6. Conduct Pre-Construction Conference		2		2			4	\$644.00
7. Identify local survey control points			2	2			4	\$588.00
8. Provide technical Assistance During Construction			8				8	\$1,176.00
9. Construction Site Visits		4	4				8	\$1,268.00
10. Conduct Pre-Paving Conference				2			2	\$294.00
11. Prepare Change Orders and Supplemental Agreements		4					4	\$700.00
12. Prepare and Confirm Monthly Pay Requests		2					2	\$350.00
Estimated Total Man-hours	0	21	14	12	0	4	51	
Summary Costs	\$0.00	\$3,675.00	\$2,058.00	\$1,764.00	\$0.00	\$396.00		\$7,893.00
Reimbursables								
Meals and Incidental Expenses Per Diem		1	1			2 Days	\$59.00	\$118.00
Lodging Per Diem						0 Days	\$98.00	\$0.00
Rental Car						0 Days	\$110.00	\$0.00
Mileage		144	144			288 Miles	\$0.63	\$180.00
Airfare						0 Trips	\$750.00	\$0.00
Misc Expenses							\$ - Actual Cost	\$0.00
Total Construction Admin Phase:								\$8,191.00
							use	\$8,190.00

V. B. CONSTRUCTION INSPECTION SERVICES

Item No.	Principal	Project Manager	Project Engineer	Field Eng Supervisor	RPR	RPR (OT)	Project Coordinator	Total Hours	Cost Summary
	\$242.00	\$175.00	\$147.00	\$147.00	\$135.00	\$202.50	\$99.00		
1. Provide Review of Submittals		2	6					8	\$1,232.00
2. Provide Full-time Resident Inspector					240	30		270	\$38,475.00
3. Prepare and Submit Weekly Inspection Reports					8			8	\$1,080.00
4. Conduct Final Inspection		4			4			8	\$1,240.00
Estimated Total Man-hours	0	6	6	0	252	30	0	294	
Summary Costs	\$0.00	\$1,050.00	\$882.00	\$0.00	\$34,020.00	\$6,075.00	\$0.00		\$42,027.00
Reimbursables									
Meals and Incidental Expenses Per Diem					30		30 Days	\$59.00	\$1,770.00
Lodging Per Diem					30		30 Days	\$98.00	\$2,940.00
Rental Car							0 Days	\$110.00	\$0.00
Mileage					444		444 Miles	\$0.63	\$277.50
Airfare							0 Trips	\$750.00	\$0.00
On-site Cell Phone and Internet Costs							0 Months	\$75.00	\$0.00
Misc Expenses								\$ - Actual Cost	\$0.00
Total Construction Inspection (Cost):									\$47,014.50
								use	\$47,010.00

VI. PROJECT CLOSEOUT

Item No.	Principal	Project Manager	Project Engineer	Field Eng Supervisor	Designer (CAD)	Project Coordinator	Total Hours	Cost Summary
	\$242.00	\$175.00	\$147.00	\$147.00	\$121.00	\$99.00		
1. Prepare Summary of Tests			4	2			6	\$882.00
2. Assist Sponsor with Grant Closeout		4					4	\$700.00
3. Update Pavement Strength Survey and PCN			2				2	\$294.00
4. Update AIP for As-Built Pavement Conditions			2		4		6	\$778.00
5. Prepare Record Drawings					4		4	\$484.00
6. Prepare Final Report		2	8			1	11	\$1,625.00

Detailed Engineering Fee Breakout

AIRPORT: Yerington Municipal Airport
 LOCATION: Yerington, Nevada
 AIP GRANT NO.: 3-32-00XX-0XX-2023

ACI PROJECT NUMBER: 236990
 DATE: 6/5/23
 REV. NO: 1

Estimated Total Man-hours	0	6	16	2	8	1	33	
Summary Costs	\$0.00	\$1,050.00	\$2,352.00	\$294.00	\$968.00	\$99.00		\$4,763.00
Reimbursables								
Meals and Incidental Expenses Per Diem						0 Days	\$59.00	\$0.00
Lodging Per Diem						0 Days	\$98.00	\$0.00
Rental Car						0 Days	\$110.00	\$0.00
Mileage						0 Miles	\$0.63	\$0.00
Airfare						0 Trips	\$750.00	\$0.00
Misc Expenses						\$	- Actual Cost	\$0.00
Total Project Closeout:								\$4,763.00
								use \$4,760.00

VII. SPECIAL SERVICES

Item No	Principal	Project Manager	Project Engineer	Project Planner	Designer (CAD)	Project Coordinator	Total	Cost
	\$242.00	\$175.00	\$147.00	\$143.00	\$121.00	\$99.00	Hours	Summary
1 Prepare Categorical Exclusion Form	2			8	2	2	14	\$2,068.00
2 Assist Sponsor with DBE Program	2		2			16	20	\$2,362.00
Estimated Total Man-hours	4	0	2	8	2	18		
Summary Costs	\$968.00	\$0.00	\$294.00	\$1,144.00	\$242.00	\$1,782.00		\$4,430.00
SPECIAL SERVICES								
Categorical Exclusion Form								\$2,060.00
DBE Program Assistance								\$2,360.00
Topographical/Land Survey								\$15,000.00
Geotechnical Investigation								\$25,000.00
Total Special Services:								\$44,420.00
								use \$44,420.00

ITEM

#15

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
Yerington Elementary Kiss and Drop Project

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Yerington, 14 East Goldfield Avenue, Yerington, NV 89447 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY is willing to agree to adjust and/or relocate utility facilities, advertise, award, and manage construction of the Kiss and Drop project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Congress for Federal Congressionally Designated Funding (Earmark/DEMO) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) F6LVAJ9JM3B5 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal Earmark/DEMO funding for the PROJECT in a maximum amount of Five Hundred Ninety-Eight Thousand and No/100 Dollars (\$598,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
6. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
7. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
8. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
9. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
10. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.
11. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
12. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
13. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.
14. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
15. To assign a Local Public Agency Coordinator and a Resident Engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal

and State requirements.

16. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

17. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

18. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) coordinate utility relocations; and (e) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. The CITY agrees to provide the design, Preliminary Engineering services, and Construction Engineering services at no cost to the PROJECT.

3. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

4. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

5. To ensure that any utility relocations are in compliance with ADA requirements.

6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

9. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

10. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

11. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

12. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

13. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

14. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

15. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT

prior to making a determination of the lowest responsive and responsible bidder.

16. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

17. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

18. To monitor compliance with subcontracting, prompt payments, and DBE requirements using the DEPARTMENT's Civil Rights and Labor System for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through the DEPARTMENT's Civil Rights and Labor System.

19. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf>.

20. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

21. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-One Thousand Four Hundred Seventy-Four and No/100 Dollars (\$31,474.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

22. To accept maintenance responsibilities for the improvements consisting of sidewalk, pedestrian ramps, and student drop off area constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of

maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

23. To complete and sign Attachment C – “Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT” and Attachment D – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2026, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The LOCAL AGENCY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
Construction Costs:	<u>\$ 624,474.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 629,474.00

Available Funding Sources:

Federal Earmark/DEMO NV096 Funds:	\$ 598,000.00
CITY Match Funds:	<u>\$ 31,474.00</u>
<u>Total PROJECT Funding:</u>	\$ 629,474.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The

"Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for completing the NEPA process and acquiring environmental permits and clearances, DEPARTMENT construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E-mail: pkanegsberg@dot.nv.gov

FOR CITY: Robert Switzer, City Manager
City of Yerington
14 East Goldfield Avenue
Yerington, NV 89447
Phone: (775) 463-3511
Fax: (775) 463-2284
E-mail: manager@yerington.net

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20. Except as otherwise expressly provided herein, all property presently owned by

either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Yerington

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

John Garry
Mayor

On behalf of Director

Attest:

Approved as to Legality & Form:

Sheema D. Shaw
City Clerk

Deputy Attorney General

Approved as to Legality and Form:

Chuck Zumpft
City Attorney

Attachment A

SCOPE OF WORK YERINGTON KISS AND DROP PROJECT

Construct a paved, safe, off street, drop off location at the Yerington Elementary School. Upgrade the nearby pedestrian facilities to be ADA compliant.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
 - II. Nondiscrimination
 - III. Non-segregated Facilities
 - IV. Davis-Bacon and Related Act Provisions
 - V. Contract Work Hours and Safety Standards Act Provisions
 - VI. Subletting or Assigning the Contract
 - VII. Safety: Accident Prevention
 - VIII. False Statements Concerning Highway Projects
 - IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
 - X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XI. Certification Regarding Use of Contract Funds for Lobbying
 - XII. Use of United States-Flag Vessels:
- ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the

discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full

efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and

Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers,

employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted

to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees** (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section, 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not

ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect

or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or

vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a

recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
 9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
 - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

[illegible]

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT: _____

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT: _____

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): \$ _____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): ____%

Contractor's Signature

Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

REV 9/13

BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." _____ Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.:

Contractor: _____

Project No(s):

Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S). (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature_____
Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____
Project No(s): _____ Address: _____
Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature_____
Date_____
Telephone No.

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

Attachment C

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title), being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

Page 3 of 3

ITEM

#16





Sheema Shaw <sheema@yerington.net>

City Council

2 messages

Cheryl Giomi <cher.giomi@gmail.com>

Fri, Aug 11, 2023 at 4:53 PM

To: Sheema@yerington.net

Hi!

I would like permission to be added to the next meeting to ask for approval on repainting our Paw Prints on Pearl Street for our school pride at Homecoming! This is a Rotary Interact Project.

Homecoming is on September 22, and I'd like to do it the weekend before. Hopefully it's not too late to get on the agenda for this to happen!

Thank you!
Cheryl

Sent from my iPhone

Sheema Shaw <sheema@yerington.net>

Mon, Aug 14, 2023 at 8:01 AM

To: Cheryl Giomi <cher.giomi@gmail.com>

Cheryl,

I will add this item to the August 28th agenda

[Quoted text hidden]

--

Sheema D. Shaw**City Clerk****City of Yerington****14 E. Goldfield Ave.****Yerington NV 89447****(775) 463-3511**

ITEM

17





U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona, Nevada

Phoenix Airports District
Office:
3800 N Central Ave, Ste 1025
Phoenix, AZ 85012-2136

August 3, 2023

Robert Switzer
City of Yerington
102 S Main Street
Suite 100
Yerington, NV 89447

Dear Mr. Switzer:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-32-0022-024-2023 at Yerington Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ricardo Sanchez, (602) 792-1071, ricardo.r.sanchez@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Mike N. Williams
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 3, 2023
Airport/Planning Area	Yerington Municipal Airport
Airport Infrastructure Grant Number	3-32-0022-024-2023
Unique Entity Identifier	F6LVAJ9JM3B5
TO:	City of Yerington
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 3, 2023, for a grant of Federal funds for a project at or associated with the Yerington Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Yerington Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiways 1,2,3,4, Apron, and Taxiway F (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$100,402.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 100,402 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

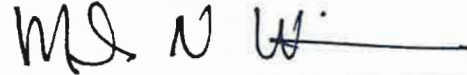
- 27. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 28. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
- 29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 14, 2023

City of Yerington

(Name of Sponsor)

Robert Switzer

Robert Switzer (Aug 14, 2023 08:51 PDT)

(Signature of Sponsor's Authorized Official)

By: Robert Switzer

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Yerington), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of May 3, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.