



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

YERINGTON CITY COUNCIL
MEETING AGENDA
June 22, 2020 – 10:00 A.M. - CITY HALL

Meeting ID: 841 1070 6857
Password: 394174

Join Zoom Meeting
<https://us02web.zoom.us/j/84110706857?pwd=ZXh5WFU0K2lnRklmc1FXWk5mL1kydz09>

One Tap Mobile
+13462487799,,84110706857#,,,0#,,394174# US (Houston)
+16699006833,,84110706857#,,,0#,,394174# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Germantown)
Meeting ID: 841 1070 6857
Password: 394174

Find your local number: <https://us02web.zoom.us/j/84110706857>

Please call City Hall or email sheema@yerington.net if you have questions regarding accessing the meeting.

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

Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General Public.** . “Section 7.05 of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment 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”.

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 that 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 City Council, will be received during the Public Participation/Comment portion of this meeting. The presiding officer will invite public comment pertaining to those matters on this agenda during the council'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: Discussion and Approval of the Minutes of the June 8, 2020 Regular Meeting.
5. For Possible Action: Discussion and Approval to Renew a Proposal from Nevada Public Agency Insurance Pool (POOL) and Approval of Payment from Fiscal Year 2020-2021 Funds in the Amount of \$82,259.39.
6. For Possible Action: Discussion and Approval of the Labor Agreement Between the City of Yerington and Yerington Police Officers Association.
7. For Possible Action: Discussion and Approval of a Notice of Intent to File an Application for USDA Rural Facilities Grant in the Amount of \$50,000 for a Restroom at Veterans Park and Giving the Mayor the Authority to Sign All Obligating Documents.
8. For Possible Action: Discussion and Approval to Transfer Fiscal Year 2020 Budget Appropriation Within the General Fund **FROM:** Street Fund in the Amount of \$20,000, Municipal Court in the Amount of \$5,000 and the Building Fund in the Amount of \$5,000 **TO:** The Police Fund in the Amount of \$25,000 and Airport Fund in the Amount of \$5,000 for a **Total Amount of \$30,000** pursuant to NRS 354.598005(5).
9. For Possible Action: Discussion and Approval of Resolution 2020-02, a Resolution of the City Council of the City of Yerington Authorizing an Interloan Fund from the Water Fund to the Sewer Fund Not to Exceed \$130,000.
10. For Possible Action: Discussion and Approval of an Amendment to the Legal Services Agreement for the Yerington Sewer Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.
11. For Possible Action: Discussion and Approval of an Amendment to the Legal Services Agreement for the Yerington Water Project; Dated on or About May 25 2017, Between the City of Yerington and Minden Lawyers, LLC.
12. For Possible Action: Discussion and Approval of an Amendment to the Legal Services Agreement for the Yerington Paiute Colony Sewer Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.

13. For Possible Action: Discussion and Approval of an Amendment to the Legal Services Agreement for the Yerington Paiute Colony Water Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.
14. For Possible Action: Discussion and Approval of an Agreement Between Farr West Engineering and the City of Yerington for a Utility Rate and Building Department Fee Study in the Amount of \$57,837.00.
15. For Discussion Only: Discussion on the Financial Statement (FS-10) for the City of Yerington.
16. For Possible Action: Discussion and Approval of Bills Previously Submitted for Payment.
17. Public Participation/Comments: Public comments(s) shall not be restricted based on content or view point – No action will be taken.
18. Department Reports and City Manager Report, Council Comments - No action will be taken.

Copies of all documents discussed herein may be attained at City Hall, 102 S. Main Street, Yerington, Nevada 89447.

This is a tentative schedule for the meeting. The presiding officer reserves the right to take items in a different order to accomplish business in the most efficient manner, and may combine two or more agenda items for consideration. Items may 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 Administrative Director/Interim City Clerk at 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 June 17, 2020 at the following locations:

Yerington City Hall, Yerington Post Office, Lyon County Court House, Lyon County Administrative Complex.

For questions or supporting materials regarding this agenda, please contact Sheema D. Shaw at (775) 463-3511.


Administrative Director/Interim City Clerk

ITEM

#4

Yerington City Council Meeting
June 8, 2020 at 10am – City Hall

The regular meeting of the Yerington City Council was held in the Council Chambers and via Zoom.com due to COVID-19 and Social Distancing Guidelines enacted by Governor Sisolak at 10:00 a.m. with the following present:

Mayor John Garry (Council Chambers)
Council Members Jerry Bryant (Council Chambers), Selena Catalano, Terceira Schunke, and Shane Martin (Via Telephone)
Administrative Director/Interim City Clerk Sheema D. Shaw (Via Zoom)
Deputy Clerk/Grants Angela Moore (Via Zoom)
City Attorney Neil Falk (Via Zoom)

Absent: City Manager Robert Switzer, City Attorney Chuck Zumpft, Chief of Police Darren Wagner, Public Works Director Jay Flakus

Guests: Garrett R. Kalt with the State of Nevada and guests present via Zoom/
Facebook

Meeting called to order, roll call reported and Pledge of Allegiance.

Mayor Garry opened the meeting stating that the council chambers have been closed due to the COVID-19 and are not open for public gatherings and meetings. We are also livestreaming on Facebook.

Mayor Garry stated that Administrative Director/Interim City Clerk Sheema Shaw will be acting as the host and will accept the public into the meeting. If the public has any questions, they can call the front desk at 775-463-3511 or email the Administrative Director/Interim City Clerk at sheema@yerington.net.

Mayor Garry stated that he will call each member of the council, in order for him or her to vote on each agenda item. Public comments will be taken after each agenda item.

Public Participation

Mayor Garry asked for public comments with a wait time of two minutes.

Mayor Garry stated he would like to read a letter from a citizen of Yerington, Chris Garry. Please see attached document.

Councilwoman Schunke asked if the council chambers are now open. Mayor Garry confirmed, yes, they are open.

Councilman Martin is trying to connect to the zoom meeting, but is having connection issues.

Agenda Approval

Mayor Garry stated that the agenda would be approved as presented unless there were any objections, there were no objections and the agenda was approved as presented.

Minutes

Mayor Garry stated that the minutes of May 26, 2020 regular meeting would be approved as presented unless there were any objections, there were no objections and the minutes of May 26, 2020 regular meeting were approved as presented.

Presentation and Update by Mr. Garrett R. Kalt on the Nevada Census 2020

Mr. Garrett Kalt stated that he would like to update City Council on the Census for Yerington and all surrounding areas. Mr. Kalt works for the State of Nevada. Mr. Kalt stated that we, Nevadan's, should complete the Census as soon as possible in order to receive our federal share of funding.

The national average for people who have completed the Census is at 60.7%. Yerington is just under the national average for completion of the Censes at 59.8%. Yerington households who have completed the survey is at 59.5%.

For each person who completes the Census, the state receives \$20,000 per person in federal funding for the state of Nevada. Mr. Kalt stated there is nothing in the Census for providing personal information such as banking or social security numbers. With only ten questions to answer, completing this survey will make an impact for ten years. In light of the COVID-19, the State of Nevada is taking this issue a little differently; with the state's efforts to help fill out the Census. Since all businesses are beginning to open up, they will start traveling to help others regarding the Census. Mr. Kalt would like to remind groups that have their Census' completed 100% by members will receive a shout out.

Yerington is close to Las Vegas, a friendly competition between cities for the purpose of response challenges would be a good idea. The City of Fallon and the City of Fernley are wearing opposing t-shirts to show their support. This competition would be helpful in raising responses up in order to have the Census completed. Mayor Garry believes that a competition would be a good idea, but we need the citizen's participation.

Councilman Bryant asked Mr. Kalt if there are common objections from communities to not fill out the Census. Mr. Kalt stated that there are a lot of hurdles that needs to be overcome. The Census is important, safe and easy, with completion in less than ten minutes. With only ten questions, this makes it simple for everyone to complete.

Councilman Bryant asked if there were other methods other than the mail to send the Census. Mr. Kalt stated there are three options; online, by phone or mail. The website is census.ny.gov and phone numbers are listed on the website also, if anyone has questions. If the Census is not completed by August 2020, a federal census worker will come to help fill the census out with you.

Councilwoman Schunke asked Mr. Kalt if the Census packets will be mailed to P.O. boxes or just physical addresses. Mr. Kalt stated that if you have a P.O. Box the packet would be delivered to your house. He stated that he offers services to Mineral, Lyon, Churchill, Pershing, and Humboldt counties.

Mayor Garry asked if there is a deadline to complete the Census. Mr. Kalt stated in mid-October, the Census is due for people who are going to self-respond and fill out on their own. But come August, a federal census worker will come to help people who still haven't filled out the Census packet. All dates and deadlines are tentative and could be pushed back further due to COVID-19.

Mayor Garry stated the City of Yerington will do what we can. We will post on our Facebook page to help draw awareness to people about the Census.

Councilwoman Catalano recommended the city to encourage people to go to the public library, if they don't have computers at home. The City should offer assistance to the public, if they need any help. We need to remind people of the importance regarding federal funding and how much of an impact the completion of the Census will offer.

Mayor Garry thanked Mr. Kalt for his presentation.

Review Bills Previously Submitted for Payment

Mayor Garry stated that the agenda would be approved as presented unless there were any objections, there were no objections and the bills previously submitted for payment were approved as presented.

Bills, Salaries and Vouchers:

Accounts Payable Checks	5-20-2020	32387 through 32415
	5-27-2020	32416 through 32421
	6-1-2020	32423 through 32429
Payroll Vouchers	6-1-2020	6042001 through 6042021

Payroll Checks	None	
Transmittal Vouchers	6-1-2020	6012001
Transmittal Checks	6-1-2020	32422

Public Participation

Mayor Garry asked for public comments with a wait time of two minutes.

Amy Miller of the Northern Nevada Development Authority (NNDA) stated she would like to be added to the City of Yerington's post on their website; to assist people and offer support from the Chamber of Commerce. Mayor Garry would like to offer compliments to Amy Miller for reaching the fundraising goal for the fireworks, a month ahead of schedule. Amy Miller stated that we live in an awesome community and we all need to be proud of it.

Mayor Garry stated there are no further comments at this time.

Department Reports

Administrative Director/Interim City Clerk Sheema Shaw stated that the City of Yerington's doors are now open to the public and we will continue to be available to assist the public as needed.

Councilman Bryant would like to address a concern to Public Works Director Flakus; a citizen at Mountain View Park stated that the lights should be corrected as they are too bright.

Councilman Bryant asked if a Public Safety Committee or Police Committee could schedule a meeting soon to address these concerns. Administrative Director/Interim Clerk Sheema Shaw stated she will get in touch with the Chief of Police and the City Manager to have the meeting arranged.

Councilwoman Catalano would like to address a concern to Public Works Director Flakus; a couple of people approached her about the alleys and easements being cleared and cleaned. She thought this issue was being addressed already and would like clarity. She would like for everyone to continue to be safe and we will get through this.

Councilwoman Schunke stated she wants to thank everyone. We need to continue to do what we can and the staff, we wouldn't be able to do it without you guys. In regards to the Rodney King riots, violence does not prove or fix anything. We should help out one another, help your neighbor, love one another and do your best.

Mayor Garry stated that 2.5 million jobs have been created in regards to a jobs report. The stock market still seems very healthy, even during the COVID-19. The 75th anniversary has just passed for D-Day and we need to take a moment and remember those who have lost their lives. Dwight D. Eisenhower, he met a lot of the troops and felt the need to see the men that were going to give up their lives for the mission. If the mission failed, he was prepared to accept responsibility and it to be solely on his shoulders.

The Governor would like for us to have a conversation about race. A YouTube link was sent to Mayor Garry about the people who have lost their lives from civil disturbance. Captain David Dorn was a father of five, a grandfather to ten, and also a police officer. He was guarding his pawn shop and he was shot and killed. He lived a life of service and was a giver to his community. He would like to remember Captain David Dorn and what has happened with him reflects Mayor Garry's thoughts and opinions.

There being no further business the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

Administrative Director/Interim City Clerk

June 8, 2020

Dear Mayor, City, City Council Members, and Citizens of Yerington:

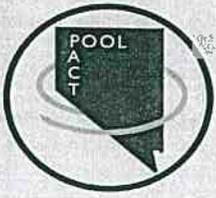
I, Chris Garry, a citizen of Yerington, wish to address these chambers. I wish to thank all who have served us in this Corona health crisis whether they have been involved in the treatment, the mitigation or containment of this disease, or provided essential services. I wish to thank the citizens who have cooperated with the authorities to limit and contain the spread of the Coronavirus. I wish also to thank those who have offered alternative views on our approach to this crisis, those who have favored the quarantine, and those who have not, those who wish to mitigate human suffering and those who wish to continue it to save lives. For to quote a wise man, "We must love them both...those whose opinions we share and those who we reject. For both have labored in the search for truth, and both have helped in the finding of it."

Further, let us resolve to do better in the future, to have learned from this crisis, for as, George Santayana said, "Those who cannot remember the past are condemned to repeat." May our legacy be to have learned from it as well.

Chris Garry
Citizen of Yerington, Nevada

ITEM

#5



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NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

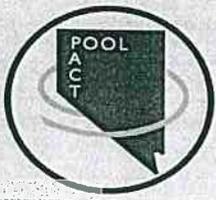
Prepared For:

Yerington, City of

Prepared By:

LP Insurance Services, Inc.

**THANK YOU FOR
YOUR SERVICE!**



Dear POOL Member:

On behalf of all the POOL/PACT staff and Members, thank you for your continuing commitment to serving your communities. In unprecedented times your leadership and support make all of us stronger to fulfill our mission. The POOL remains committed to each Member's financial security and overall success.

We are pleased to provide this Member Coverage Summary for your review. One of the most significant changes for 2020-2021 fiscal year is the addition of a new separate POOL Cyber Risk Coverage Form and a revised POOL Coverage Form for property and liability coverage. Overall, these form changes enhance and clarify your POOL coverages.

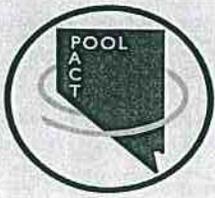
The POOL continues to offer extensive risk management services, such as our premier POOL/PACT HR services. The POOL continually improves and increases enrollment in the Absorb eLearning program, Target Solutions Fire/EMS training, and KnowBe4 email security training. Currently, over 8,000 POOL Member's employees are enrolled in these POOL funded online training programs.

We encourage you to discuss the POOL's services with staff and your agent. Our website regularly is updated so please visit www.poolpact.com to utilize a growing base of HR and risk management information as well as your coverage documents.

We extend our thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

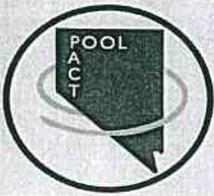
RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2020 – 07/01/2021 Standard Time	Yerington, City of	\$1,000

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
<ul style="list-style-type: none"> • Loss of Income & Extra Expense 	included
<ul style="list-style-type: none"> • Hazardous Substance Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Spoilage Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Data Restoration 	\$100,000 per loss
<ul style="list-style-type: none"> • Electrical Risk Improvements 	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable

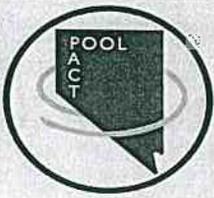


NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Insured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Security Coverage

The Limits of Liability are as follows: Privacy or Security Liability Limits	\$3,000,000	Each Named Assured Member/Annual Member Aggregate
Security Failure/ Privacy Event Management Coverage Sublimit	\$100,000	Each Named Assured Member
Network Interruption Coverage Sublimit	\$250,000	Waiting Hours Period: 12 Hours
Proof of Loss Preparation Costs Sublimit	\$50,000	Each Named Assured Member
Retroactive Date: July 1, 2013		

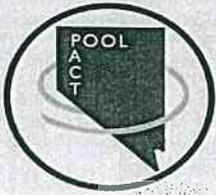
Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

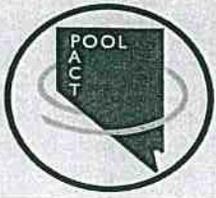
COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

Total Cost:	\$76,879.50
Agent Compensation:	\$5,379.89
Total Program Cost Including All POOL Services:	\$82,259.39



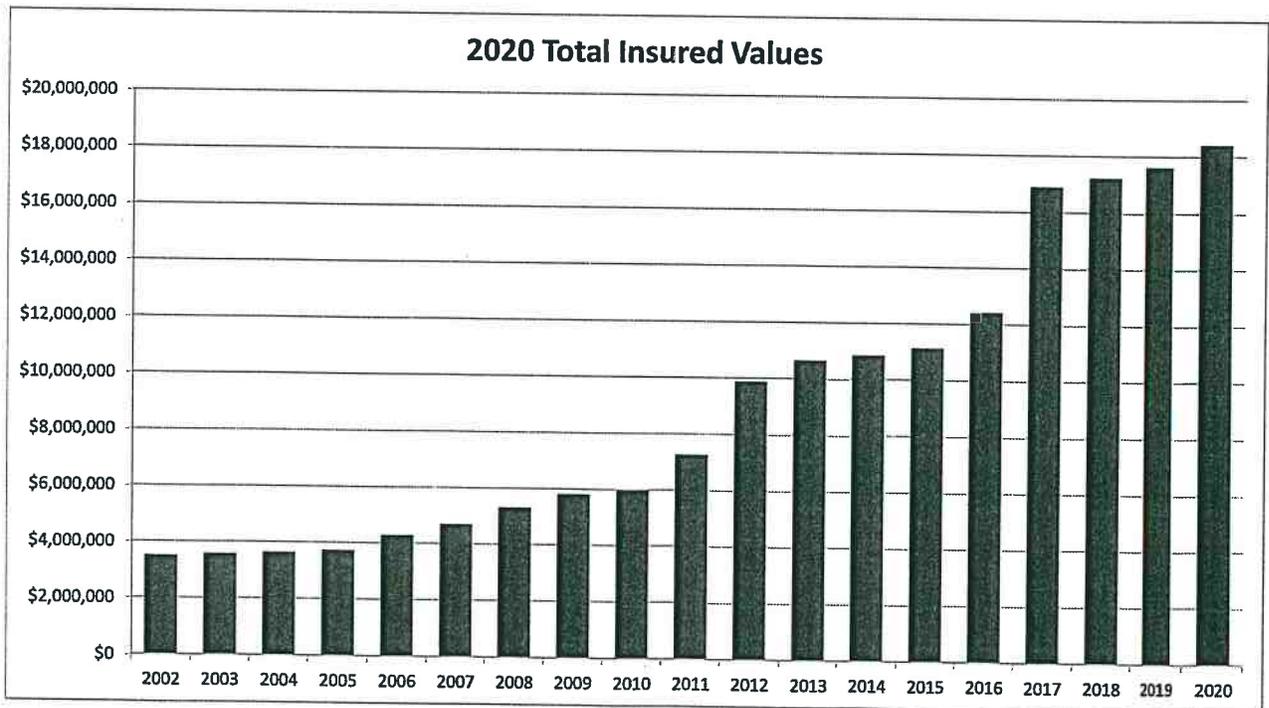
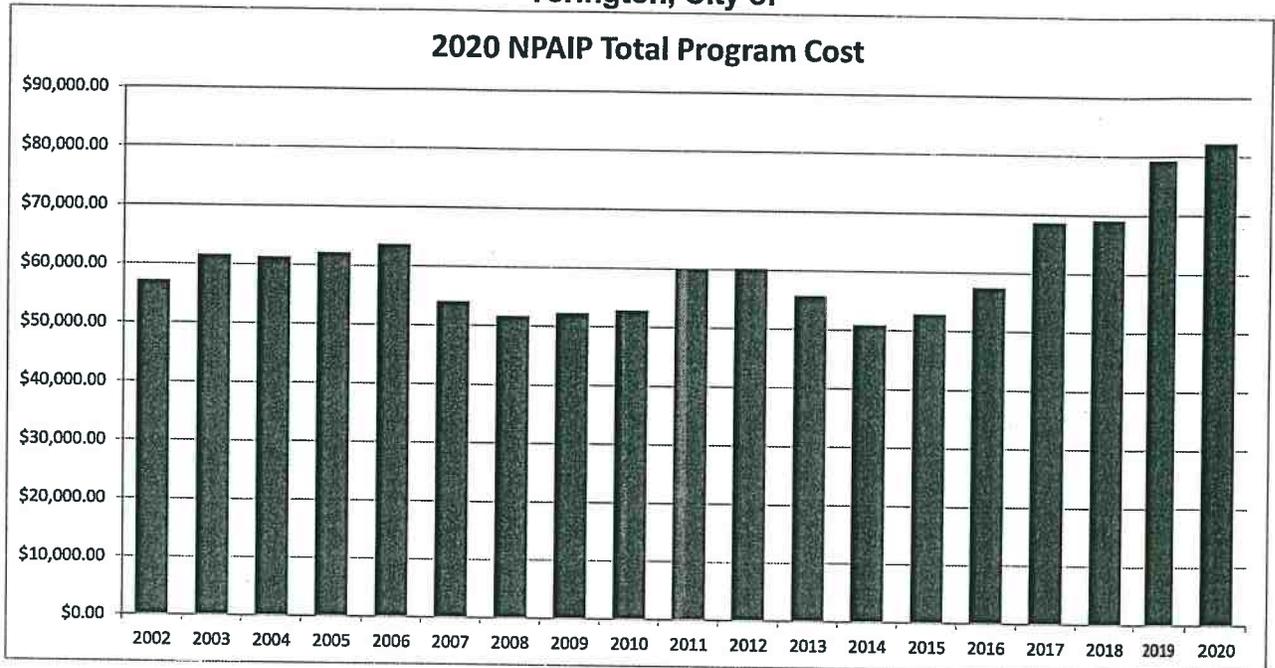
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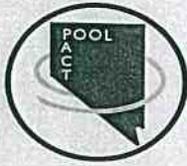
NEVADA PUBLIC AGENCY INSURANCE POOL

***Historical Member Data
& Loss Experience***

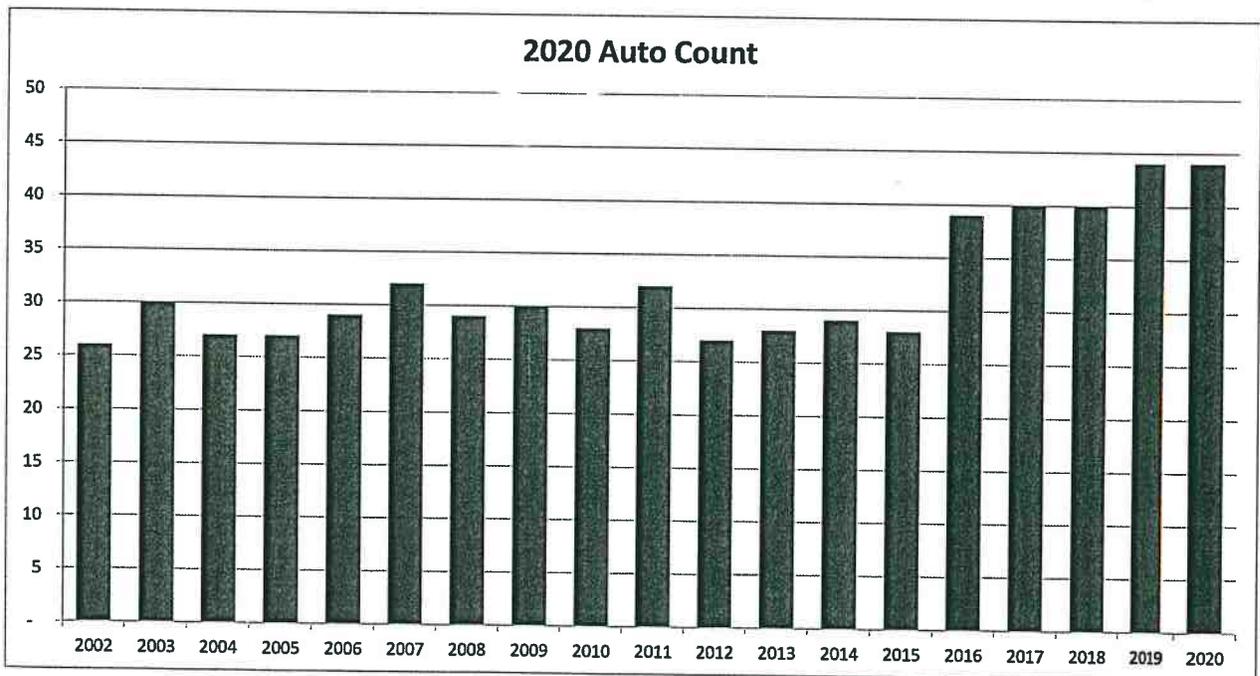
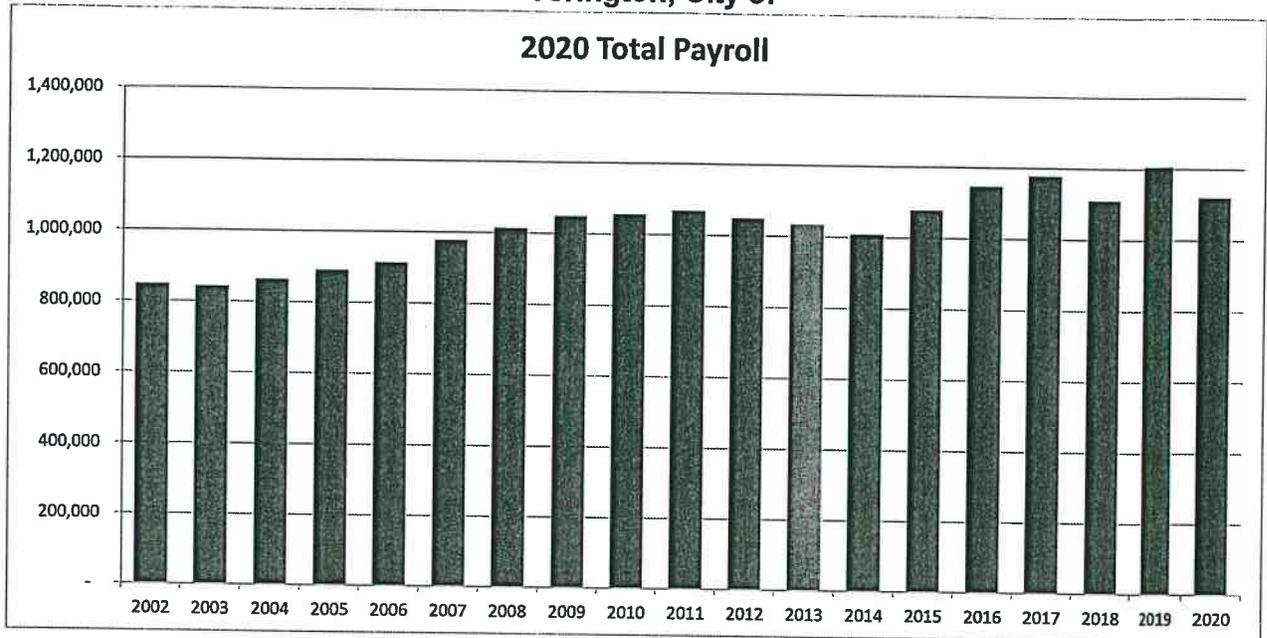


2020 Member Exposure Data Yerington, City of





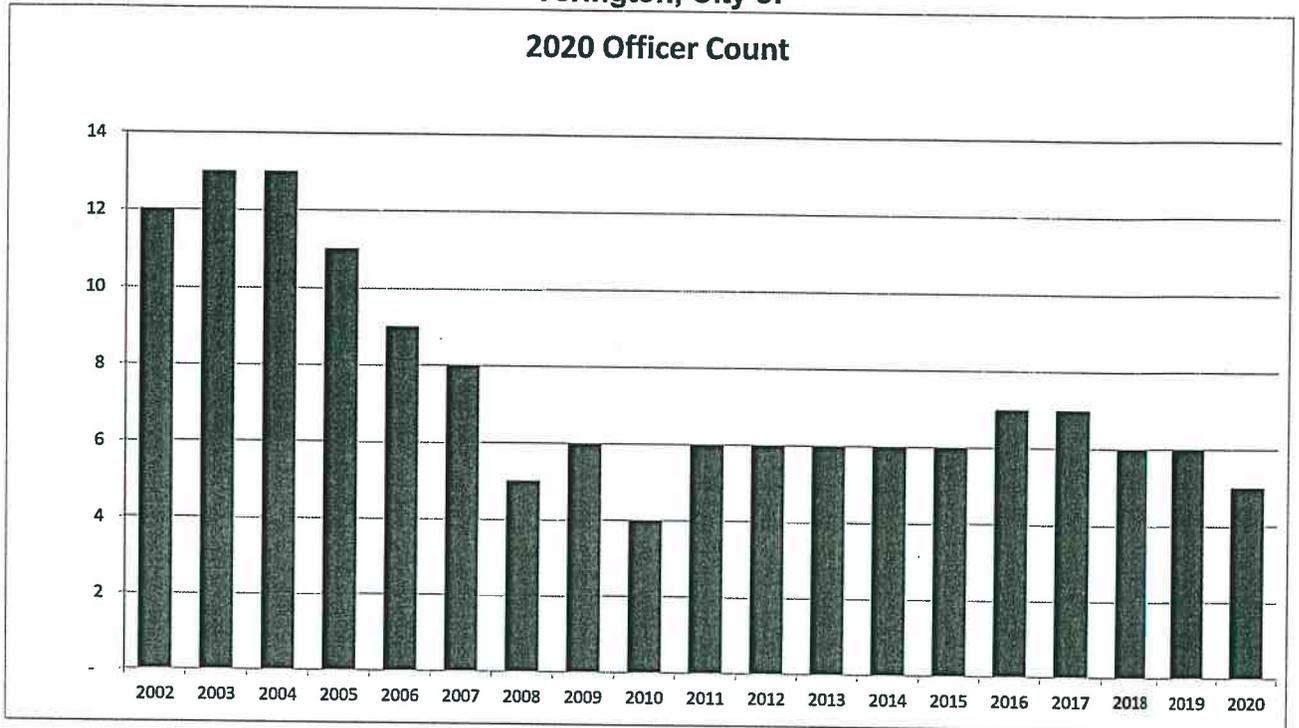
2020 Member Exposure Data Yerington, City of

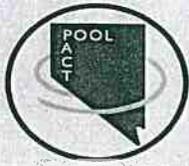




2020 Member Exposure Data Yerington, City of

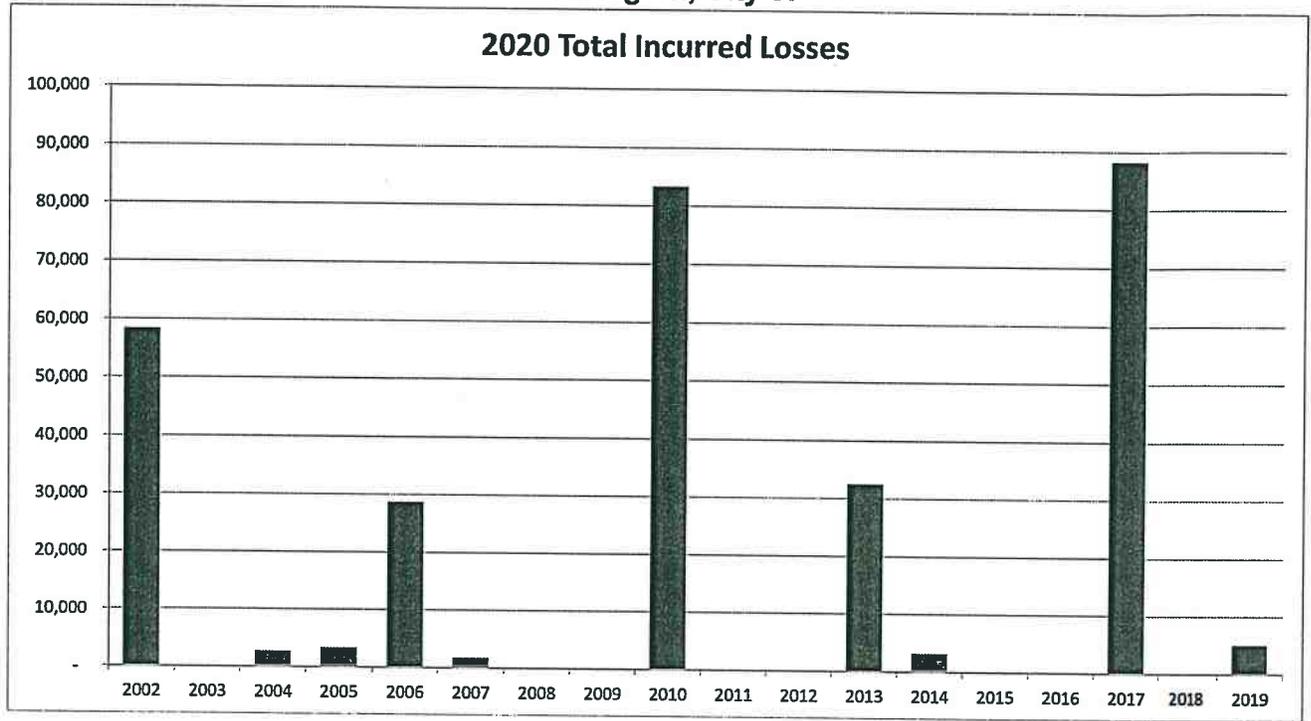
2020 Officer Count

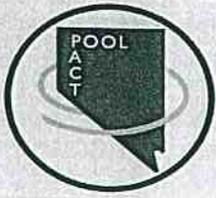




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2020 Member Loss Data Yerington, City of





STATE OF THE MARKET

Property:

Two years of combined loss ratios exceeding 100%, along with the previous prolonged soft market, have driven the market correction and insurers' push to return to profitability.

The market is hardening and rate increases are accelerating with each succeeding month. Underwriters continue to take a more critical look at exposures, restricting many coverage terms previously offered in the soft market.

If we get through the next hurricane season without a major U.S. landfall one might expect that the good news for insurers would, as in the past, push the supply and demand curve eventually in the buyer's favor.

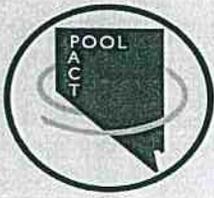
We also expect that rate increases and capacity deployment will become more predictable by the end of 2020 as most of the re-underwriting by major property insurers should be completed.

Casualty:

The median settlement of the top 50 U.S. verdicts nearly doubled over the last four years (\$54M in 2018 vs. \$28M in 2014).

Reviver statutes that are aimed at abuse create a specter of unending litigation, legitimate and spurious, for schools, health care institutions and non-profits when statutes of limitations are abandoned or extended. Fear of the jury verdict wheel of fortune is also driving higher settlements.

Reinsurer feedback in the public entity sector largely concerns sexual abuse and molestation claims (SAM) as well as law enforcement and jail liability. Of note are exceedingly high demands and awards across the country, forcing underwriters to reevaluate both their limit and coverage offerings in risks where these exposures exist.



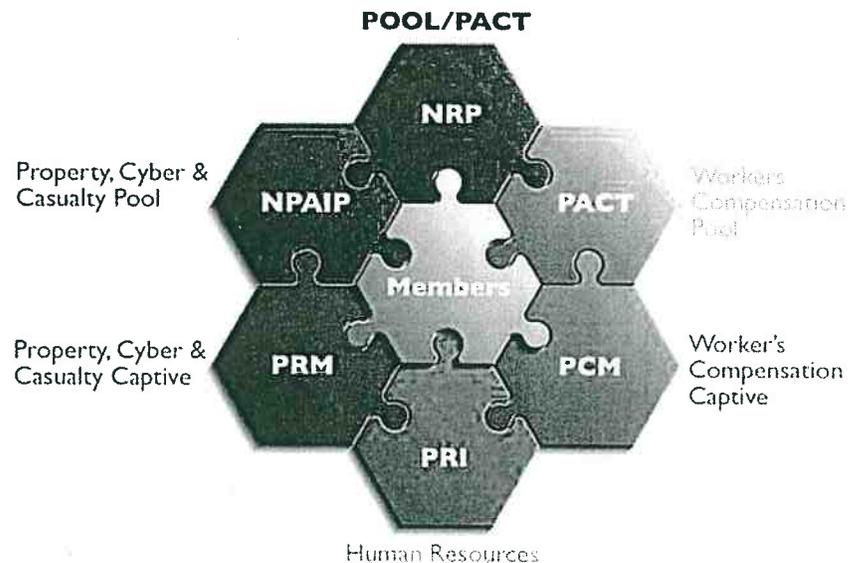
POOL PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of the POOL/PACT because of extensive services, and that keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.

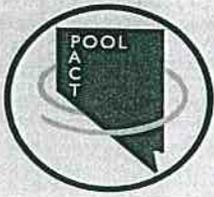


POOL Executive Committee

Cash Minor - Chairman (Elko County)
Josh Foli - Vice Chairman (Lyon County)
Geoff Stark - Director (Churchill County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Director (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Gerry Eick - Director (Incline Village GID)

PACT Executive Committee

Paul Johnson - Chairman (White Pine SD)
Cash Minor - Vice Chairman (Elko County)
Mike Giles - Director (City of Lovelock)
Josh Foli - Director (Lyon County)
Chris Mulkerns - Director (Town of Tonopah)
Cindy Hixenbaugh - Director (Pershing GH)
Elizabeth Frances - Director (White Pine County)



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

RISK MANAGEMENT

Training

POOL/PACT provides extensive training. Here are some examples, visit www.poolpact.com for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

eLearning

POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for: • Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness and more. • Emergency Medical Services • Fire Safety

Risk Management On-Site Programs

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions. Jail safety and best practice review is being provided to all members operating correction facilities.

Risk Management Grant Program

POOL/PACT provides Loss Control grants to help mitigate or eliminate risk to employees and liability exposure. Five, \$2,000 risk management grants are available to each member each year.

24-7-365 Workers Comp Nurse Triage Program

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life-threatening on-the-job injuries

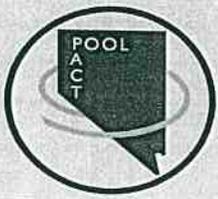
Cyber-Security

All POOL members are provided a KnowBe4 online account subscription. Ongoing and updated Cyber Security training • Best Practices • Practice guidelines • Network assessments • Virtual Risk Officer

MSDSonline

OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith, POOL/PACT Risk Manager,
(775) 885-7475 email: marshallsmith@poolpact.com website: www.poolpact.com



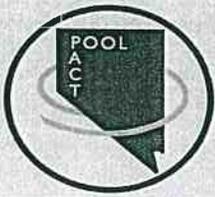
PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

HUMAN RESOURCES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager, (775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com



POOL PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885 7475

Wayne Carlson, Executive Director
waynecarlson@poolpact.com

Michael Rebaleati, Chief Operations Officer
mikerebaleati@poolpact.com

Alan Kalt, Chief Financial Officer
akalt@poolpact.com

Marshall Smith, Risk Manager
marshallsmith@poolpact.com

Mike Van Houten, eLearning Administrator
eLearning@poolpact.com

Davies Claims Solutions
Donna Squires – Claims Manager
(775) 329 1181
Donna.squires@ascrisk.com

Margaret Malzahn – WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@ascrisk.com

Willis Re Pooling

Mary Wray, Executive Vice President
(312) 288 7081
Mary.wray@willistowerswatson.com

Stephen Romero, Vice President
(775) 834 0201
Stephen.romero@willistowerswatson.com

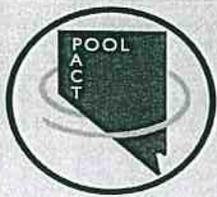
Amalia Lyons, Account Executive
(614) 326 4944
Amalia.lyons@willistowerswatson.com

Courtney Giesseman, Vice President
(614) 326 4739
Courtney.giesseman@willistowerswatson.com

Pooling Resources, Inc. (PRI)
(775) 887 2240

Stacy Norbeck, General Manager
stacynorbeck@poolpact.com

Jeff Coulam – Sr. HR Business Partner
jeffcoulam@poolpact.com



NPAIP MEMBERSHIP

Counties:

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Historical Society
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

ITEM

#6

LABOR AGREEMENT

between

**CITY OF YERINGTON
102 South Main Street
Lyon County
State of Nevada**

and

**YERINGTON POLICE OFFICERS ASSOCIATION
227 South Main Street
Yerington, Nevada 89447**

*** * * * ***

July 1, 2020 to June 30, 2022

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**AN AGREEMENT BETWEEN
THE YERINGTON POLICE DEPARTMENT
CITY OF YERINGTON
AND THE
YERINGTON POLICE OFFICERS ASSOCIATION**

PREAMBLE

WHEREAS, the Yerington Police Department is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City of Yerington; and

WHEREAS, both the City of Yerington and its Police Officers have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its Police Officers, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and the members of the Yerington Police Officers Association; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority or management rights vested in the City by the statutes of the State of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Memorandum of Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1

RECOGNITION

- A. Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the Yerington Police Department, and the City of Yerington, hereinafter referred to as "City", recognizes the Yerington Police Officers Association, hereinafter referred to as the "Association", as the exclusive representative of the eligible Police Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for members of the Yerington Police Department in the bargaining unit.

- B. Only members in good standing with the Association Bargaining Unit are eligible to vote on the contents of this contract drawn as the result of collective bargaining.

ARTICLE 2

SCOPE OF AGREEMENT

- A. Bargaining Unit
1. The term "employee" as used in this Agreement applies to all sworn police officers at the rank of Lieutenant and below who are employed by the City of Yerington as members of the Yerington Police Department, excluding however, appointive and other administrative employees, temporary employees and other non-sworn confidential employees.
- B. List of Eligible Classes
- Lieutenant/Patrol - Police
 - Sergeant/Patrol - Police
 - Investigator/Patrol - Police
 - Patrol Officer - Police
- C. The total number of officers and the rank of each shall be determined by the City.
- D. There is no requirement that an officer reside within the City limits.

ARTICLE 3

PAYROLL DEDUCTIONS

- A. The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Association as Association dues and is so certified by the Treasurer of the Association. The association will certify to the City, in writing, the current rate of membership dues thirty (30) days prior to the effective date of such change. The City may require the submission of new deduction authorization forms when the Association increases its membership dues.
- B. Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The Employee's authorization for such deductions is revocable at the will of the employee, as provided by the law, and may be so terminated at any time by the employee giving thirty (30) days written notice to the City and the Association or upon termination of employment.
- C. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.
- D. The City will not be required to honor any payroll deduction authorizations that are delivered to the Payroll Clerk after the beginning of the pay period during which the deductions should start.
- E. The Association agrees to refund to the City any moneys paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.
- F. The City will not be held responsible for dues not paid if the employee has not signed an authorization for withholding or the City has not been notified in writing that such withholding is authorized.

ARTICLE 4

STRIKES, LOCKOUTS, CONTRACTING, AND SUCCESSOR CLAUSE

- A. The Association will not promote, sponsor, or engage in any strike or any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the City, regardless of the reason or reasons for so doing, and said Association will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
- B. The City will not lockout any employees covered hereunder as a result of a labor dispute or any other disagreement with the Association.
- C. All employees shall keep the City as their first priority employer. Employees must obtain approval in writing from the Chief of Police before accepting or engaging in any outside employment.

ARTICLE 5

HOLIDAYS AND HOLIDAY PAY

- A. The City and the Association agree that the following shall be observed as holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day

Nevada Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- B. Holidays will be observed on the day listed in Section A.
- C. All full-time employees who are employed on a 40-hour week, shall be entitled to paid time off for holidays listed in Section A.
- D. Employees who work on a holiday listed in Section A as part of their regular work schedule on such a holiday shall be paid double time and one half their regular base hourly rate as their sole compensation for working the holiday.
- E. Employees whose regularly scheduled day off falls on a holiday listed in Section A shall receive eight (8) hours of (straight time) pay.
- F. Employees who are called out or work overtime on a holiday shall be compensated at the rate of 3 times their regular base rate.

ARTICLE 6

ANNUAL LEAVE

- A. The City and the Association agree that annual leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business.
- B. Employees shall be eligible to take accrued annual leave after completion of twelve (12) months and up to five (5) years of continuous full-time service. For the first five years of continuous employment, annual leave shall accrue at the rate of 3.23 hours per pay period during which an employee is in a paid status, excluding overtime. After five (5) years and up to ten (10) years of continuous service, annual leave shall accrue at the rate of 4.62 hours, per pay period during which an employee is in a paid status, excluding overtime. After ten (10) years and up to fifteen (15) years of continuous service, annual leave shall accrue at the rate of 5.54 hours, per pay period during which an employee is in a paid status, excluding overtime. After fifteen (15) years of continuous service, annual leave shall accrue at the rate of 6.46 hours, per pay period during which an employee is in a paid status, excluding overtime.
- C. Annual leave may be accumulated in accordance with established City policy. Any accrued annual leave which exceeds the allowed maximum established by the City policy shall be forfeited on the anniversary date of hire.
- D. Employees who leave the services of the City are entitled to payment for the accrued, unused annual leave in accordance with established City policy.
- E. Upon the death of an employee, the City will make a lump sum payment of accrued, unused annual leave to the employee's most recently designated beneficiary on file with the City or, if beneficiary has not been designated by the employee, to the employee's estate.

ARTICLE 7

SICK LEAVE

- A. The City and the Association agree that all full-time employees shall accrue 3.69 hours of sick leave per pay period, ninety-six (96) hours annually, maximum. Employees shall be paid their current hourly rate for each hour of sick leave used.
- B. Upon approval of the City, sick leave may be used by employees:
1. Who are incapacitated from the performance of their duties by illness or injury, or
 2. Whose attendance is prevented by public health requirements, or
 3. Who are required to absent themselves from work for the purpose of keeping an appointment with a doctor, or
 4. Who are required to absent themselves from work to attend the funeral of an immediate family member as defined in Section E below;; five (5) days limit per event, or
 5. Who are required to absent themselves from work to personally care for, or attend to, a member of their immediate family in those medical emergencies which require the employee's prompt attention. Emergency leave shall be taken as sick leave, limited to a total of not more than seven (7) days per annum, or more depending on staffing at the discretion of the Police Chief.
 6. The above limitations on the use of sick leave pay may be waived by the City in the event of extenuating circumstances.
- C. All sick leave shall be approved by the Chief of Police or his immediate supervisor. Employees who do not become ill on the job shall call in as required by Police Department policy, and at least 30 minutes before the beginning of their shift.
- D. Any full-time employee who has exhausted his accumulated sick leave may use annual leave or, with the approval of the Police Chief, be granted or leave without pay.
- E. Immediate family shall be defined as the spouse, parent, brother, sister, child, stepchild, mother/father-in-law, or any other relative of the employee who has resided with the employee immediately preceding the event or condition for which family sick leave is requested.
- F. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken they may be required to provide evidence of being

physically, mentally, and emotionally able to perform their duties before returning to work. Claiming sick leave when fit for duty or when not otherwise eligible for sick leave within the provisions of this section is cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination.

- G. The total accrued sick leave shall be in accordance with the City policy allowing unlimited sick leave to be held on the books.
- H. Any employee using eight (8) hours or less of sick/family sick leave during the fiscal year shall be entitled to three (3) personal days off with pay to be used or lost within the following fiscal year. Any employee assigned to 12-hour shifts using twelve (12) hours or less of sick/family sick leave during the fiscal year shall be entitled to two (2) personal days off with pay to be used or lost within the following fiscal year.
- I. Sick leave/retirement: upon Nevada PERS retirement from City of Yerington, covered officers with ten or more years of service shall be entitled to payment for unused sick leave in excess of 30 days, calculated using the employee's basic hourly rate of pay as of the effective date of the Nevada PERS retirement, but not to exceed the following:

For ten (10) years TO FIFTEEN (15)
Not to exceed \$1,000.00

FOR FIFTEEN (15) YEARS TO TWENTY (20)
NOT TO EXCEED \$3,000.00

FOR TWENTY (20) YEARS OR MORE)
NOT TO EXCEED \$6,000.00

ARTICLE 8

MILITARY LEAVE

1. An employee having a reserve status in any of the regular branches of the Armed Forces of the United States, the Nevada National Guard, United States Coast Guard or Auxiliary, or the Civil Air Patrol (United States Air Force Auxiliary), upon request to serve under orders for emergency deployment shall be granted military leave according to the provisions set forth in NRS 281.145. Any such absence shall not be deemed to be annual vacation. Military leave may be granted for up to fifteen (15) calendar days for required annual training. An employee taking military leave will be paid his normal salary upon receipt of his military pay endorsed to the City of Yerington.
2. Should the military leave extend beyond the time authorized in NRS 281.145 or Paragraph 1, the employee shall take leave without pay or sign a waiver indicating he/she voluntarily agrees to have the additional time charged against available annual leave.
3. The City may reschedule the employee's regular days off so that they coincide with his/her weekend drills in order to provide in the City with forty (40) hours of available employee work time. Employees shall notify the Police Department at least 30 days in advance of all scheduled training so shifts can be scheduled to preclude the necessity of overtime coverage.
4. Employees who are members of the Yerington Fire Department, the Lyon County Search and Rescue or the Civil Air Patrol may participate in emergency call outs without loss of salary. If extended time over eight (8) hours is needed, it must be authorized by the Chief of Police or his designated supervisor before continuing on emergency status.

ARTICLE 9

GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the methods and procedures for the various types of disputes that may arise between the parties hereto. The following provisions shall govern the conditions of a grievance appeal.

- A. **Grievance Defined:** A grievance shall be defined as a dispute between the Association or an employee and the Police Department regarding the application or interpretation of a provision of the Collective Bargaining Agreement between the City and the Yerington Police Officers Association, or of a Police Department rule, written order or regulation, or regarding discipline imposed upon an employee. A grievant may have a representative or his/her choice at any or all steps at grievant's expense.

A grievance shall be handled in the manner set forth herein. Other disputes which may arise between the City and its employees, which do not meet the definition of a grievance, shall be handled in the manner set forth in City policy for resolving such disputes.

- B. **Grievance Procedure:** All grievances shall be filed in writing; shall be dated as of the date filed, and shall specify the Collective Bargaining Agreement provisions, the City rule, written order, or regulation alleged to have been violated. The grievance shall also specify the facts, including names and dates, which are alleged to constitute the violation.

1. **Step One:** Within fifteen (15) calendar days of the event giving rise to a grievance or knowledge of an event, the grieved employee will in writing present the grievance to his/her department head for review. The department head shall, within fifteen (15) working days of receiving the grievance, render a written decision to the grievant. Both parties can mutually agree in writing to extend the timeline.
2. **Intermediate Step:** In the event there are intermediate levels of supervision between the supervisor with whom the grievance is filed and the Chief of Police, or City Manager, as appropriate to the grievant's chain of command, either the grievant or the supervisor with whom the grievance is filed may request an informal meeting between the grievant and the intermediate supervisor to discuss the grievance in an effort to resolve the dispute. Such meeting shall not be required by a supervisor unless the intermediate supervisor has the authority to resolve the issue. In the event such a request is made by either party for such a meeting, the time for the transmittal of the grievance to Step Two of this procedure will not begin until such a meeting is concluded, with the grievance still unresolved.
3. **Step Two:** In the event the grievant is not satisfied with Step One written response to the grievance, the grievant may initiate Step Two of the grievance procedure by transmitting the grievance to the Yerington City Manager within fifteen (15) calendar days of receipt of the written response provided in Step One. If a grievance

is forwarded to Step Two of this procedure, the Yerington City Manager shall review and/or investigate the grievance and shall schedule a meeting with the grievant and appropriate representatives if requested, within ten (10) calendar days of the receipt of the grievance at Step Two, for the purpose of attempting to resolve the dispute. If the dispute is not resolved at this meeting, the Yerington City Manager shall submit to the grievant, in writing, within twenty (20) calendar days of the filing at Step Two, a final response to the grievance.

4. Step Three: If the grievance is not resolved at Step Two of the procedure, and the grievant desires to submit the dispute to the Yerington City Council for final resolution, the time for his/her appeal shall begin with the receipt of the response of the Yerington City Manager. Within thirty (30) calendar days of receipt of the written answer by the Yerington City Manager, the aggrieved party may appeal the decision to the Yerington City Council by filing with the Yerington City Clerk a written statement of his/her intention to appeal, including sufficient details of circumstances surrounding the grievance.

Grievance appeals shall be heard by the Yerington City Council and their findings shall be final and conclusive.

Following notice of appeal, the Yerington City Clerk shall immediately notify the Mayor of the City of Yerington. If the date of the next regularly scheduled meeting of the Council is more than fifteen (15) calendar days from the date the appeal is filed, the appeal shall be heard at the earliest possible date established by the Council.

5. Grievance Resolution:

- (a) Reduction in Discipline: If the decision of the Chief of Police, the Yerington City Manager, or the Yerington City Council is to reduce the discipline, then the originating supervisor who handed out the discipline will be directed to rewrite the decision and place in the appropriate employee file.
- (b) Exoneration of Discipline: If the decision of the Chief of Police, the Yerington City Manager, or the Yerington City Council is to remove all discipline, but to sustain the complaint, the originating supervisor will be directed to rewrite the Adjudication of Complaint. The new Adjudication of Complaint will show a disposition of "sustained," however, in the discipline description, "none" will be noted and in parenthesis after the word "none" will be "by the direction of appeal to the Chief of Police, Yerington City Manager, or Yerington City Council" whichever is appropriate.
- (c) Exoneration of Discipline and Sustained Complaint: The exoneration of discipline and the sustained complaint can be authorized by the Chief of Police. The Yerington City Manager or the Yerington City Council may

also exonerate the discipline and the sustained complaint if the grievance has been appealed to their level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel file of the employee will be purged of all references to the investigation.

- C. **Time Limits:** In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a holiday.
1. Failure on the part of the appellant to process the grievance to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.
 2. Failure on the part of the City's representatives to answer the grievance in the time limits established in the preceding paragraphs presumes that the satisfaction requested will be provided. However, in the event the City representative is unavailable during the response period, the City may designate, in writing, another representative to respond to the grievance.
 3. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.
 4. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.
- D. **Documentation:** A copy of any grievance shall be forwarded to the Association immediately upon its submission as set forth in this Article. The City shall establish procedures for the maintenance, control, and adjustment of grievance records.

ARTICLE 10

WAGES

A. FY 20120-2021 - The following salary/wage scales are effective the first full pay period following July 1, 2020:

YERINGTON POLICE DEPARTMENT / WAGES					2% INCREASE			
FY 20-21								
HOURLY AMOUNTS								
Grade	Step 1	2	3	4	5	6	7	8
I 2019-2020	22.53	23.10	23.67	24.26	24.87	25.49	26.13	26.78
2020-2021	22.98	23.56	24.14	24.75	25.37	26.00	26.65	27.32
II 2019-2020	24.34	24.95	25.57	26.22	26.87	27.54	28.24	28.93
2020-2021	24.83	25.45	26.08	26.74	27.41	28.09	28.80	29.51
Certified	25.08	25.70	26.34	27.01	27.68	28.37	29.09	29.80
III 2019-2020	24.95	25.57	26.22	26.87	27.55	28.24	28.94	29.66
2020-2021	25.45	26.08	26.74	27.41	28.10	28.80	29.52	30.25
IV 2019-2020	25.58	26.22	26.87	27.55	28.24	28.94	29.67	30.41
2020-2021	26.09	26.74	27.41	28.10	28.80	29.52	30.26	31.02
V 2019-2020	26.22	26.87	27.55	28.24	28.94	29.67	30.41	31.17
2020-2021	26.74	27.41	28.10	28.80	29.52	30.26	31.02	31.79
Certified	27.01	27.68	28.38	29.09	29.81	30.57	31.33	32.11
VI 2019-2020	26.88	27.55	28.25	28.98	29.67	30.42	31.17	31.95
2020-2021	27.42	28.10	28.82	29.56	30.26	31.03	31.79	32.59
VII 2019-2020	27.56	28.25	28.95	29.68	30.42	31.17	31.95	32.75
2020-2021	28.11	28.82	29.53	30.27	31.03	31.79	32.59	33.41
Investigator (per hour)								
Grade	Step 1	2	3	4	5	6	7	8
II 2019-2020	26.39	27.00	27.62	28.27	28.92	29.59	30.28	30.98
2020-2021	26.92	27.54	28.17	28.84	29.50	30.18	30.89	31.60

YERINGTON POLICE DEPARTMENT / WAGES FY 20-21								
SALARY AMOUNTS	(HOURLY X 2184 HOURS)							
Grade	Step 1	2	3	4	5	6	7	8
I								
2020-2021	50,189.63	51,459.41	52,729.19	54,043.52	55,402.40	56,783.56	58,209.28	59,657.27
II								
2020-2021	54,221.73	55,580.62	56,961.78	58,409.77	59,857.76	61,350.31	62,909.68	64,446.78
Certified	54,763.95	56,136.42	57,531.40	58,993.87	60,456.34	61,963.81	63,538.78	65,091.25
III								
2020-2021	55,580.62	56,961.78	58,409.77	59,857.76	61,372.58	62,909.68	64,469.06	66,072.99
IV								
2020-2021	56,984.05	58,409.77	59,857.76	61,372.58	62,909.68	64,469.06	66,095.27	67,743.75
V								
2020-2021	58,409.77	59,857.76	61,372.58	62,909.68	64,469.06	66,095.27	67,743.75	69,436.79
Certified	58,993.87	60,456.34	61,986.31	63,538.78	65,113.75	66,756.22	68,421.19	70,131.15
VI								
2020-2021	59,880.04	61,372.58	62,931.96	64,558.17	66,095.27	67,766.03	69,436.79	71,174.38
VII								
2020-2021	61,394.86	62,931.96	64,491.34	66,117.54	67,766.03	69,436.79	71,174.38	72,956.52
Investigator (per hour)								
Grade	Step 1	2	3	4	5	6	7	8
II								
2020-2021	58,788.48	60,147.36	61,528.52	62,976.51	64,424.51	65,917.05	67,454.15	69,013.53
Promotional Pay 5% for Advancement in rank, (Sergeant/Lieut.)								

For the fiscal year 2021-2022, this agreement establishes an additional 2% salary/wage increase based on the U.S. Bureau of Labor Consumer Price Index (CPI) and subject to available funding from all sources including Nevada state shared revenues.

As used in the qualifications for each Grade below, the determination of what constitutes a “similar law enforcement agency or “an area relevant to duties assigned” shall be in the sole and absolute discretion of the Police Department and shall not be grievable.

Grade I: Entry level, probationary status. Probationary status will continue for a minimum of one year and until the officer receives a Nevada Basic POST certificate.

- Grade II: Completion of probation with annual evaluation rating of good or better. Education minimum: Nevada Basic POST certificate for the duties assigned.
- Grade III: Two or more years of relevant experience with this or another, similar law enforcement agency. Employee's annual evaluation must be "at target" or better. Educational minimum: Nevada Basic POST certificate for the duties assigned and forty (40) credits from an accredited post-secondary educational institution in an area relevant to duties assigned or one-year post-secondary certificate in an area relevant to duties assigned or Nevada Basic POST certificate for the position assigned and half of the POST requirements for a Nevada Intermediate POST certificate (100 POST credited hours and 3 credits from an accredited post-secondary educational institution).
- Grade IV: Three or more years of relevant experience with this or another, similar law enforcement agency. Employee's annual evaluation must be "at target" or better. Educational minimum: Nevada Intermediate POST certificate for the duties assigned or an Associate's degree in an area relevant to duties assigned, or eighty (80) credits from an accredited post-secondary educational institution in an area relevant to duties assigned.
- Grade V: Four or more years of relevant experience with this or another, similar law enforcement agency. Employee's annual evaluation must be "at target" or better. Educational minimum: Nevada Intermediate POST certificate for the duties assigned or an Associate's degree or eighty (80) credits from an accredited post-secondary educational institution in an area relevant to duties assigned.
- Grade VI: Four or more years of relevant experience with this or another, similar law enforcement agency. Employee's annual evaluation must be "at target" or better. Educational minimum: Nevada Intermediate POST certificate for the duties assigned plus forty (40) credits or an Associate's degree plus forty (40) credits or one hundred twenty (120) credits from an accredited post-secondary educational institution in an area relevant to duties assigned or Nevada Intermediate POST certificate plus half of the POST requirements for a Nevada Advanced POST certificate (100 POST credited hours and 3 credits in an area relevant to duties assigned from an accredited post-secondary educational institution).
- Grade VII: Four or more years of relevant experience with this or another, similar law enforcement agency. Employee's annual evaluation must be "at target" or better. Educational minimum: Nevada Advanced POST certificate for the duties assigned or a Baccalaureate's degree from an accredited post-secondary educational institution in an area relevant to assigned duties or Nevada Intermediate POST certificate plus eighty (80) credits or one hundred sixty (160) credits from an accredited post-secondary educational institution in an area relevant to duties assigned.

POST certified personnel may cumulate POST and other education credits to attain advanced grade eligibility, but may not duplicate credits using POST credits as educational credits or educational credits as POST credits.

- B. Employees in good standing who have served continuously in their assigned grade and step for a minimum of one (1) year will be entitled to move to the next higher step level, not to exceed Step 8. The employee's most recent annual evaluation must be "at target" or better based on work performance standards and written job description established and adopted by the City. The maximum merit increase is one (1) step or one grade per year to a maximum of Step 8, and a maximum of Grade VII. The work performance standards and job descriptions are not subject to grievance procedure and are management rights pursuant to N.R.S. 288.150, subsection 3. Denial of a merit step increase on the basis of a substandard evaluation is not basis for filing of a grievance.
- C. The employee's most recent annual evaluation must be "at target" or better based on work performance standards and written job description established and adopted by the City. The request for change in grade must be in writing to the Chief. Thirty days will be allowed to take the request to the City Council and respond to the request. The grade increase will take effect at the next scheduled pay period after approval by the Chief. The maximum merit increase is one (1) step or grade per year to a maximum of Step 8 and a maximum of Grade VII.
- D. Upon promotion to higher rank the employee shall be placed into the appropriate salary/range placement table for that rank. The employee will start at his new grade, at Step 1, unless Step 1 is lower than the employee's current pay rate. If this occurs, the employee will be placed two steps above the step closest to but lower than his current pay rate.
- E. Shift Differential Pay is monetary compensation paid to officers when they are working in the following assignment categories:

Swing Shift Duty:	Base pay + \$0.75 per hour Differential
Graveyard Shift Duty:	Base pay+ \$0.85 per hour Differential

The above Shift Differential shall be paid to those employees in accordance with their normal assigned shift schedule. Shift differential will not be computed at overtime rates, nor will it be paid on annual, sick, or other leave status.

Employees assigned to 12-hour shifts will receive no shift differential for day or swing shift and \$1.25 per hour for graveyard shift between 1800 and 0600.

- F. Effective the first full pay period after July 1, 2019, the City shall compensate all personnel requested to be on call at a rate of \$2.00 per hour on call excluding regular scheduled working hours with a minimum of 24 hours each time said personnel is placed on call.

- G. When a field training officer (FTO) is in the actual training of Yerington Police Officers, and that training has been approved by the Police Chief, the training officer will receive an additional \$1.00 per hour in compensation.
- H. When an employee is required to use his/her personal vehicle for travel to training or other police related functions outside the Yerington area, he/she will be reimbursed at the per mile rate set by the Nevada Legislature for State employees and officials.
- I. WHEN AN EMPLOYEE IS A CERTIFIED INSTRUCTOR THEY SHALL GET PAID A 0.5% INCREASE IN THEIR SALARY FOR ONE OF THE FOLLOWING AREAS, OR A MAXIMUM OF 1% FOR TWO OR MORE AREAS THEY INSTRUCT; DEFENSIVE TACTICS INSTRUCTOR, FIREARMS RANGE MASTER, TASER INSTRUCTOR, BATON, LESS LETHAL, FIELD TRAINING OFFICER, AND OC. THE INCREASE WILL OCCUR THE NEXT FULL PAY PERIOD UPON PROOF OF CERTIFICATION.
- J. **Lateral Hires:** At the Police Chief's discretion, he or she may hire a new employee at a pay rate commensurate with the employee's law enforcement experience, training, education, or any combination thereof.
- K. **School Resource Officer (SRO):** An officer assigned to act as a school resource officer shall receive special assignment pay of **3% of base pay** for the duration of the assignment. Assignment as an SRO is not a promotion. Assignment and rescinding the assignment of an SRO is solely at the discretion of the Police Chief and is not subject to appeal through the Grievance or other process.

ARTICLE 11

EDUCATIONAL INCENTIVE PAY

- A. Each employee having a certificate of completion for the following POST training will be paid a one-time incentive as follows:

Intermediate Post	\$250.00
Advanced Post	\$500.00
Supervisor Post	\$600.00
Management Post	\$750.00

Educational incentive pay will be paid upon presentation of a certificate of completion to the Police Chief.

This bonus will be paid in the second pay period of July. Educational incentive payments will not be cumulative.

ARTICLE 12

LIFE INSURANCE BENEFIT

- A. The City shall provide a death benefit policy for each covered employee, payable to the beneficiary designated by the employee in the amount of \$100,000.00. This insurance shall be in addition to any death benefits accruing to the employee by virtue of his employment.

ARTICLE 13

UNIFORM & EQUIPMENT ALLOWANCE

- A. Effective the first full pay period after July 1, 2020, the City shall pay each employee a yearly Uniform and Equipment allowance of \$1,250.00.
- B. Uniform Allowance will be paid quarterly on the following dates: January 1st, April 1st, July 1st; and October 1st.
- C. The City shall provide each employee with protective body armor (a bullet proof vest) consisting of one "American Body Armor" threat level III-A with trauma plate. Each employee may elect to purchase a vest with a higher or lower threat level or different brand. In that event, the City will reimburse the employee up to \$850.00.

ARTICLE 14

JURY PAY - COURT PAY

- A. Employees called to jury duty during a normally scheduled shift shall receive their regular pay. Those persons called but not selected to serve on the jury shall report back to work when excused. Any jury pay received by the employee will be turned over to the City.
- B. Employees subpoenaed to appear during a normally scheduled shift as a witness in a criminal proceeding connected with official duties, and who are not a party in such criminal proceeding, shall receive their regular pay, providing that all witness fees or pay are either not claimed or returned to the City. Employees shall report to work when excused.
- C. Employees subpoenaed to appear as a witness during their off-duty hours in any court or administrative hearing shall be paid overtime for time spent in the administrative hearing or court and/or in conference when required by the District Attorney or City Attorney. Employees shall be paid one hour of overtime for responding to a subpoena duces tecum. The payment shall be at the Employee's regular overtime rate for the actual hours for which they are required to be available for an administrative hearing, court and/or conference, or two (2) hours, whichever is greater.
- D. If an employee is subpoenaed or required to appear in court or an administrative hearing for the purposes set forth in Sections B or C of this Article 14 during the employee's off-duty hours, and the subpoena is canceled less than 24 hours prior to the scheduled appearance, the officer will be compensated two (2) hours of overtime pay.

ARTICLE 15

MEDICAL BENEFITS

The City shall pay up to a maximum cap for employee-only premium for group health insurance including hospitalization, vision and dental insurance as established for all City of Yerington employees for the term of this agreement as follows :

<i>If the Employee selects</i>	<i>City Capped Contribution</i>
a. Any deductible plan	\$650.00 for FY 2019-2020
1. The employee shall be liable via automatic payroll deduction for any increases above the above monthly premium and all of the cost of the premium for group health insurance dependent coverage. Upon termination from City employment the employee shall have the option of continuing group insurance coverage at his sole expense under the terms and conditions of COBRA.	

ARTICLE 16

DISABILITY

- A. When an employee is eligible at the same time for benefits under Chapters 616 or 617 of the Nevada Revised Statutes (NRS) and for any sick leave benefit under this Agreement, the employee shall be covered by a worker's compensation program of the City's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Disease Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.
- B. In the event an employee is absent from work due to a service-related disability, approved pursuant to NRS Chapters 616 or 617, the employee may receive, in addition to the benefit provided pursuant to Chapters 616 or 617, supplemental compensation from the City commencing the first day the employee is absent from work, but not to exceed 90 working days. During this period, the employee shall not be required to use any accrued sick leave. Such supplemental compensation shall be in an amount equal to the difference between the benefit received pursuant to NRS Chapters 616 or 617, exclusive of the reimbursement of medical or hospital expenses, and the employee's salary prior to the service-related injury of illness. Successful completion of the probationary period is required to qualify for the supplemental compensation from the City.
- C. After the 90-day period specified in paragraph B above, the amount of sick leave benefit paid to such employee for any pay period shall not exceed the difference between his or her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under NRS Chapters 616 or 617 for that pay period.
- D. If an employee elects to use accrued sick leave while receiving benefits under NRS Chapters 616 or 617 the amount of sick leave charged such employee as taken during each pay period shall be equal to the difference between the benefit received pursuant to Chapters 616 or 617, exclusive of reimbursement or payment of medical or hospital expenses, and the employee's salary prior to the injury or illness.
- E. An employee may decline to use any or part of the sick leave benefit normally payable to him or her while receiving benefits under NRS Chapters 616 or 617. During such period of time, the employee shall be considered on leave of absence without pay.

ARTICLE 17

RETIREMENT

All employees shall participate in the Public Employees Retirement System (PERS) of the State of Nevada, in accordance with the rules of that system. The City shall comply with all the provisions of NRS 286.421 for the purpose of paying the employees' retirement contribution, but will not pay for the purchase of additional service credit.

ARTICLE 18

REDUCTION IN FORCE

- A. Whenever it is determined that a layoff of employees will occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and estimated length of the layoff period, to the Association at least thirty (30) calendar days prior to the effective date of layoff of employees as set forth in Paragraph B-2, below.
- B. Layoffs shall be accomplished as follows:
1. Casual, temporary and initial employment probational employees shall be laid off first.
 2. Notice of layoff: All permanent employees to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date. Such notice shall, at a minimum, be sent to the affected employees by U.S. Mail to the address of the affected employee on file with the City.
 3. Whenever it is determined that a layoff of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.
 4. All layoffs shall be according to seniority, with those whose date of hire is the most recent being the first laid off, progressing in order of seniority.

ARTICLE 19

HOURS

- A. The work period shall begin at 0001 hours on Sunday and end 14 days (336 hours) later at 0000 hour on Saturday. For employees assigned to 12-hour shifts the work period shall begin at 1801 hours on Sunday and end 14 days (336 hours) later at 1800 hours on Sunday.
- B. A shift shall be defined as the span of hours during which an individual, is assigned to work. Employees will be notified of a change in their shift assignment at least twelve (12) hours in advance of that change unless there is an emergency as defined by departmental policies. An employee shall be paid at their regular hourly rate for up to 84-hours per pay period.
- C. Overtime pay is defined as additional compensation earned by an employee who works over 84 hours in a 14-day work period. The employee will be compensated at time and one-half (1-1/2) their regular hourly rate of pay for overtime hours worked.
- D. The Chief of Police or his designated representative may call back one or more members of the Police Department. For purposes of this paragraph, call-back pay is defined as compensation earned for returning to duty after an employee has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than twelve (12) hour notice. When an employee is called back to work, the employee shall be paid overtime for a minimum of two (2) hours regardless of having worked less than two (2) hours, or for the amount of time actually worked, whichever is greater.
- E. An employee who works less than two (2) hours on the initial call-back and is called back a second time during the initial two-hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed two (2) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called back for a second time after the expiration of two (2) hours from the first call-out, he shall be paid for a minimum of two (2) hours for each call-out.

ARTICLE 20

SENIORITY

- A. Employees on the City's payroll as of the earlier date who have not had a break in service, shall have seniority. Only Police Department seniority will be used for "B" and "C" below.
- B. In the selection of days off and vacation leave preference, first choice shall be given those employees holding the greatest seniority as determined in accordance with Paragraph "A" above.
- C. In the determining of eligibility for promotional examinations, the service time requirements are to be computed in accordance with Paragraph "A" above. However, the City may consider prior law enforcement experience as well as other criteria as qualifications for promotional examinations provided the employee has a minimum of two (2) years of continuous service with the City.

RTICLE 21

SAVINGS CLAUSE

- A. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.
- B. This Agreement shall become effective only when ratified by the Association, approved by the City Council of Yerington and signed by the designated representatives of the City and the Association.
- C. This Agreement shall remain in effect until otherwise cancelled or amended.

ARTICLE 22

CONTRACT/CITY POLICY, OR RULE DUPLICATION

The City and Association agree that matters subject to bargaining under NRS 288.150 which are in this contract will supersede any corresponding City rule, policy, directive, or regulation for City employees represented by this Association.

ARTICLE 23

TERM

This agreement shall be effective the first full pay period following the later of ratification or July 1, 2019 and June 30, 2020.

**YERINGTON POLICE DEPARTMENT
CITY OF YERINGTON**

JOHN GARRY, MAYOR DATE

DARREN WAGNER, CHIEF OF POLICE DATE

YERINGTON POLICE OFFICER'S ASSOCIATION

BRANDON COOMBS DATE

ITEM

#7

Notice of Intent to File Application

The City of Yerington has filed an application for funding with the USDA Rural Development Community Facilities programs for the purpose of financing a prefabricated, ADA compliant public restroom to meet the present and future needs of park visitors at Veteran's Park provided by the City of Yerington. Veteran's Park is located at North Oregon Street and Nevin Way in Yerington, NV.

The total cost of the project is approximately \$131,005.00 and the amount of funding requested is approximately \$50,000.00. This matter will be scheduled for public discussion and comments at the Yerington City Council Meeting on June 22, 2020 at 10:00am located at City Hall, 102 South Main Street and Facebook Live. Questions concerning the project can be directed to Deputy Clerk/Grants, Angela Moore at (775) 463-3511.



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

Memo

May 21, 2020

To: Yerington City Council

From: Angela Moore

Re: USDA Grant for Veteran's Park

The City of Yerington is requesting approval from City Council to apply for a USDA Grant up to \$50,000.00. This grant would allow the City of Yerington to add an ADA compliant, prefabricated restroom at Veteran's Park.

- The total cost of the prefabricated restroom is \$131,005.00 with installation included.
- The City of Yerington has requested the park construction tax cash balance from Lyon County in the amount of \$66,900.79.
- An additional \$50,000.00 from the USDA Grant.
- The City will contribute the remaining balance of \$14,104.21.

This restroom will provide better accommodations for the public and the community.

Thank you,

Angela Moore
Deputy Clerk/Grants



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775 463-3511 Website: www.yerington.net Fax: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

May 12, 2020

Josh Foli
Comptroller - CPA
Lyon County
27 S. Main Street
(775) 463-6510

Re: Letter of Intent

Dear Josh Foli:

The City of Yerington would like to request the park construction tax cash balance regarding Mason Valley Parks for improvement purposes.

We would like to request the amount of \$66,900.79 from the County for improvements to Veteran's Park located on North Oregon Street and Nevin Way. We will be adding a prefabricated public restroom with ADA compliance. This improvement will greatly contribute to our community.

The City of Yerington would appreciate your time and consideration to this project. If you have any questions, please call me anytime. Thank you.

Sincerely,

Angela Moore
Deputy Clerk/Grants
City of Yerington
102 S. Main Street
(775) 463-3511
angelam@yerington.net

CC:
Robert Switzer
City Manager

Community Programs – CF Grant – Equipment or Vehicle Only

APPLICATION CHECKLIST

Instructions: Prior to submitting an application, USDA RD and the applicant must complete a pre-application conference with a Program Director or Specialist. Form **NV 1942-A, Guide 3 pre-application/ application conference form** will be used and the discussion will be documented.

- SF 424 Application** – Verify the following items:
 - **#8** - B & C, verify the tax ID and DUNS number(s)
 - **#10** – Catalog of Federal Domestic Assistance (CFDA) number – 10.766 Community Facilities Loans & Grants
 - **#14 & #15** – Brief description of the project, what you propose to do and the area that will be served
 - **#18** – Enter the anticipated source and amount of project funds
 - **#19** – for **public bodies and non-profits**, mark box “b”
 - **#20 & #21** – You must check the appropriate boxes, then have an authorized person sign the application
 - **SF-424A - Non-Construction Budget** – Please enter the correct dollar amounts –a sample budget is attached to indicate the items that must be completed
 - **SF-424B Non-Construction Assurances** – Form requires a signature and date

- RD 1942-54 – Applicant Feasibility**
 - Need to complete each section of the form
 - This can be signed by the primary contact person

- Organizational documents – Non-Profits Only**
 - Articles of incorporation, by-laws, list of officers and their term of office
 - Certificate of Good Standing

- Letter of Support – Non-Profits Only**
 - **NV 1942-A, Guide 7** – Significant Support Template (Sample included)

- Forms that require the signature of an authorized official**
 - **AD 1047** – Certification Regarding Debarment Primary Transactions
 - **AD 1049** – Certification Regarding Drug-Free Workplace
 - **RD 1940-Q Ex. A-1** – Certification for Contracts, Grants and Loans
 - **AD-3030** – Representations Regarding Felony Conviction & Tax Delinquent Status (**Non-Profit Only**)
 - **AD-3031** – Assurance Regarding Felony Conviction & Tax Delinquent Status (**Non-Profit Only**)

- Forms that require the signature of an authorized official and an attesting signature** (if your organization has an official seal, the seal may be used in place of an attesting signature)
 - RD 400-4** – Assurance Agreement
 - RD 1910-11** – Applicant Certification Federal Collection Policies for Consumer or Commercial

Balance Sheet and Operating Budget and Financial Statements – If you cannot generate this information you may use the following forms: RD 442-2 (Statement of Budget, Income & Equity), RD 442-3 (Balance Sheet) **and** RD 442-7 (Operating Budget) by visiting www.forms.gov.

- You **MUST** submit a current balance sheet (no more than 90 days old)
- You **MUST** submit an operating budget for the first full year of operation for the division/department that will be using the equipment/vehicle.
If you submit a budget to the Nevada Department of Taxation, you can provide this budget
- The Balance sheet and operating budget are critical items, if they aren't provided, we will be unable to proceed with the application.
- Submit copies of the five (5) previous years annual audits or Financial Statements, if you are a current RD loan or grant recipient contact us prior to submitting

NV 1942-A, Guide 4 – Applicant Certifications

- Please complete **#2 and #3** (especially item 3)
- You must contact three (3) commercial lenders and attempt to obtain quotes on rates and terms that they would offer for the entire amount of funding needed
- You can document your contacts with emails or a running record (ex. Contacted John Smith at XX Bank, and explained that we need to purchase XX piece of equipment/vehicle at a cost of \$XX. Mr. Smith said they could offer a term of XX years at XX% interest, or Mr. Smith said...)

NV 1942-A, Guide 16 – Conflict of Interest Policy/Certification

- If you do not have a conflict of interest policy currently in place, a policy must be in place prior to obligation of funds.

NV 1942-A, Guide 18 – Electronic Funds Transfer/Automated Clearinghouse Form

Cost Estimate(s) – Please provide at least 2 or 3

- Provide printouts from the internet
- Copies of quotes, etc.
- We need to see that you are estimating costs realistically

1942-A, Guide 6 - NOTICE OF INTENT to File Application – SAMPLE included

- This notice must be published within 60 days of filing your application
- We recommend that it be published to coincide with the commission/council/board meeting at which you are going to request permission to apply for funding rather than doing it after the fact
- When you go before the board to get permission to apply, we recommend that you also request the board authorize the Mayor/Chairman or President to sign the obligating documents once underwriting is complete. Then you don't have to take it back before the board to get a signature in order for our agency to obligate (reserve) the funds for the project

Completed and signed forms can be scanned and emailed to Jenny Taylor, Community Programs Assistant (jenny.taylor@usda.gov) or anyone listed below. Please do not mail the forms.

If you have any questions or need assistance, please contact the following. We're glad to answer any questions.

Jenny Taylor
jenny.taylor@usda.gov
(775) 443-4748

Maria Murillo
maria.murillo@usda.gov
(775) 738-8468 x107

Cheryl Couch
Cheryl.couch@usda.gov
(775) 443-4760

COMMUNITY FACILITIES PRE-APPLICATION / APPLICATION CONFERENCE GUIDE

Date: 6/3/2020

RD Representatives in Attendance:

Cheryl Couch, CP Director
Jenny Taylor, CP Assistant

Name of Applicant: City of Yerington

Project: Restroom equipment for City Park

Address: 102 S. Main Street, Yerington, NV 89447

Applicant Representative Contact: Angela Moore - angelam@yerington.net

Other Key Staff or Board Members Contact Info:

Sheema Shaw - sheema@yerington.net; Jay Flakus, - jayf@yerington.net; Robert Switzer manager@yerington.net

Primary Service Area: City of Yerington

MHI of the Service Area from the 2010 Census: \$ 36,953

Population: 3,048

Estimated total cost of project: \$ 131,500.00

RD funding requested: \$ 50,000.00

1. Provide information on how project costs were obtained – called vendors for quotes, searched online, etc.:

Jay Flakus obtained quote from vendor. Will also search the internet for comparable equipment.

2. Identify other lender or funding agencies, if any: **No lenders or funding agencies.**

3. Is the applicant able to contribute to the project from their own resources based on existing reserves, including general fund balances? Yes No

Yes, city funds will come from the general fund dedicated to the park fund in the budget. Lyon County also collects on behalf of the city a portion of permit fees that will also be allocated to this project.

4. Applicant contribution/matching funds- if applicant is obtaining funds from another agency/source or providing their own funds you will need to provide documentation regarding the commitment of those funds, i.e. grant award, letter of commitment, etc. Yes No

City will need to provide letter of commitment of city funds (including city funds held by the county).

5. If the applicant has undesignated general fund balances they must contribute to the project or provide documentation as to why undesignated funds aren't available. Yes No

City is contributing to the project.

6. Discuss applicant eligibility requirements: (Type of organization, eligible service area, economic feasibility, no outstanding Federal Court Judgments, DUNS and registration in SAM.gov (CCR) is required):

Eligible applicants are public bodies (units of local government such as districts, counties, cities, general improvement districts, etc.) non-profit organizations and Federally recognized Tribes. Eligible service areas are communities with a population less than 20,000. Applicants must be financially sustainable, have to certify that there aren't any outstanding Federal Court Judgments, be registered in SAM.gov and maintain that registration.

7. Discuss project eligibility and funding determination: (Eligible loan and grant purposes, MHI, other credit at reasonable rates and terms, interest rates [poverty, intermediate, market], repayment terms, and security):
Eligible projects are essential facilities, vehicles or equipment to provide/enhance service to rural communities. MHI must be below the state non-metro MHI for grant eligibility. MHI also affects the interest rate if loan funding is provided. If loan funds are provided, the term would range between 5-10 years, rate is currently 2.375%. Security would have to be a medium term bond, which is not financially feasible for a project of this size (very small loan - bond counsel costs would drive project cost up by \$10,000 - \$15,000). If Grant funds are provided, the equipment will be identified and incorporated into the Grant Agreement; 2 CFR Part 200 and 400 provide additional grant requirements.
8. Advise applicant that proposed funding will be based on availability of funds and the projected cash flow: Yes No
Informed applicant that grant funds are available, need current balance sheet and current budget (Dept of Taxation).
9. Are there contracts which have been entered into which pertain to the project, have any costs been paid on the project? Yes No
10. Depending on costs and the type of project, the method used for the procurement process will be determined. Following are examples:
➤ Obtaining three quotes
➤ Formal bid process
➤ Negotiated contact / price
11. Each process may require additional Federal forms to be completed by vendor:
➤ Form AD-1048, Debarment
➤ RD 1940-Q Exhibit A-1, Certification for Contracts, Grant and Loans
❖ No project funds may be expended without prior written approval from USDA RD. This includes all sources of funds (Applicant, other funders and RD).
12. Generally, USDA RD funds are provided on a reimbursement basis. Funds will be electronically deposited into applicants account and applicant is responsible for making payment to the vendor/supplier.
Application given to applicant on: **05/07/2020**
13. Discuss Stage 1 of the application processing checklist with the applicant. Discuss target dates and who is responsible.
Letter of Conditions will be issued prior to 6/22/2020 council meeting. RD will provide documents by 6/17/2020 to include in board packets.
14. **Applicant must publish a "Notice of Intent to File Application". The notice must be published within 60 days of filing (prior to or after) an application with the Agency and be published in a newspaper of general circulation in the project vicinity. The notice must be easily readable and in the non-classified ad section of the newspaper. It is the applicant's responsibility to publish and distribute the notice. A copy of the notice must be provided to Rural Development - this the page of the newspaper in which it was published or an affidavit of publication. The Notice must be published 10 days prior to the board meeting at which the application will be discussed.**
Notice of Intent will be published on 6/10/2020 in advance of 6/22/2020 council meeting.
15. Letter of Support (non-profit organizations only) from local government: Yes No
16. Within 45 days of a complete application, RD will notify the applicant of eligibility and anticipated fund availability for the proposed project.
Informed applicant that eligibility determination is required, since CF grant processing compressed, all documents will be sent out at the same time.

17. Is there a current record keeping and accounting system in place? Yes No

Certification of Rural Development's review/acceptance/approval of the Applicant's Record Keeping and Accounting Systems (1942-A 1942.17(q)(1)).

**CHERYL
COUCH**

Digitally signed by CHERYL
COUCH
Date: 2020.06.03 17:28:21
-0700'

06/03/2020

Community Facilities Program Specialist

Date

Accounting Systems: Who is responsible for day to day accounting and audited financials?

Accounting Firm/Department: City utilizes Caselle software, outsourced

Contact Name: _____

Phone: _____

Email: _____

Auditing Firm: Sciarani & Co.

Contact Name: Jim Sciarani

Address: 120 N. Main, Yerington 89447

Phone: 775-463-4100

Email: jim@sciarani.com

Legal Representation: Who will be responsible - contracted firm or City/County/District Attorney? If applicant needs to contract for legal services, provide Guide 14 for their use or they must provide a copy of the legal services agreement that outlines scope of services and costs.

Legal Firm / Public Attorney: Minden Lawyers

Contact Name: Chuck Zumpft

Address: _____

Phone: _____

Email: zumpft@mindenlawyers.com

Discuss Compliance Review process and Transitions Plans

N/A grant only. Discuss RD Audit Requirements. Annual audits are needed for each year during the application processing period.

Throughout the planning, application processing and **procurement** of the project, Agency personnel will work closely and cooperatively with the applicant and their representatives. If the applicant should have questions at any time, please contact the Community Program Specialist for your area.

[Signature]
Signature of Applicant's Representative

6-5-2020
Date

Cheryl Couch
Signature of RD's Representative

06-05-20
Date

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): _____ * Other (Specify): _____	
* 3. Date Received: May 7, 2020		4. Applicant Identifier: _____			
5a. Federal Entity Identifier: _____			5b. Federal Award Identifier: _____		
State Use Only:					
6. Date Received by State: _____		7. State Application Identifier: _____			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Yerington					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 88-6000206			* c. Organizational DUNS: 835487505		
d. Address:					
* Street1: 102 S. Main Street		_____			
Street2:		_____			
* City: Yerington		_____			
County/Parish:		_____			
* State:		NV: Nevada			
Province:		_____			
* Country:		USA: UNITED STATES			
* Zip / Postal Code: 89447		_____			
e. Organizational Unit:					
Department Name: City of Yerington			Division Name: _____		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: _____		* First Name: Angela			
Middle Name: _____		_____			
* Last Name: Moore		_____			
Suffix: _____		_____			
Title: Deputy Clerk / Grants					
Organizational Affiliation: _____					
* Telephone Number: 775-463-3511		Fax Number: 775-463-2284			
* Email: angelam@yerington.net					

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Rural Housing Service

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

Community Facilities Loans and Grants

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Yerington, Lyon County

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Restroom project - equipment only

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	\$50,000.00
* b. Applicant	\$14,104.21
* c. State	\$0
* d. Local	\$0
* e. Other	County \$66,900.79
* f. Program Income	\$0
* g. TOTAL	\$131,005.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Yerington	6/22/2020

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

OMB Number: 4040-0006
Expiration Date: 02/28/2022

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Veteran's Park Restroom Project	10.766	\$	\$	\$ 50,000.00	\$ 81,005.00	\$ 131,005.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 50,000.00	\$ 81,005.00	\$ 131,005.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Veteran's Park Restroom Project				
a. Personnel	\$ 0	\$	\$	\$	\$ 0
b. Fringe Benefits	0				0
c. Travel	0				0
d. Equipment	81,005.00				81,005.00
e. Supplies	0				0
f. Contractual	0				0
g. Construction	0				0
h. Other	50,000.00				50,000.00
i. Total Direct Charges (sum of 6a-6h)	131,005.00				131,005.00
j. Indirect Charges	0				0
k. TOTALS (sum of 6i and 6j)	\$ 131,005.00	\$	\$	\$	\$ 131,005.00
7. Program Income	\$ 0	\$	\$	\$	\$ 0

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SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program		(b) Applicant		(c) State		(d) Other Sources		(e) TOTALS	
8.	Veteran's Park Restroom Project		\$	\$14,104.21	\$	0	\$	\$66,900.79	\$	81,005.00
9.										
10.										
11.										
12. TOTAL (sum of lines 8-11)			\$	\$14,104.21	\$	0	\$	\$66,900.79	\$	81,005.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
13. Federal	\$	50,000.00	\$		\$		\$		\$	
14. Non-Federal	\$	0	\$		\$		\$		\$	
15. TOTAL (sum of lines 13 and 14)	\$	50,000.00	\$		\$		\$		\$	

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)					
			(b) First	(c) Second	(d) Third	(e) Fourth		
16.	Veteran's Park Restroom Project		\$	50,000.00	\$		\$	
17.								
18.								
19.								
20. TOTAL (sum of lines 16 - 19)			\$	50,000.00	\$		\$	

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	\$131,005.00	22. Indirect Charges:	\$0
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23. Remarks: Non-Construction Budget for the City of Yerington, Nevada

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), Washington, DC 20503.

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Yerington	DATE SUBMITTED 6/22/2020

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Yerington	DATE SUBMITTED 6/22/2020

APPLICANT'S FEASIBILITY REPORT

1. Existing Facility. Briefly describe what facilities you currently have or how service is currently provided.

At Veteran's Park, the City of Yerington currently does not have a restroom located at this location. The only services we have at this location is a community park, a T-ball size baseball field, and a tennis court. Adding a restroom at this location would provide services to all areas.

2. Proposed Facility. Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

The City of Yerington would like to add an ADA compliant, prefabricated restroom at Veteran's Park. This restroom is prefabricated, no construction needed and is custom-built. The vandal resistant restroom has two restrooms within the building with also a utility chase in the middle. The company who makes the restroom would deliver the building to the location, where it will be placed and ready to install immediately. The restroom company will bring an eight inch thick, preformatted slab to put under the building and then put the building right in place. Water and sewer lines are already in place and the location needs to be decided by the Public Works Committee. Once the restroom is in place, the water and sewer lines will be connected. The restroom will then be ready to use by the public. Attached will be a design drawing to include the measurements and size of the facility.

3. Need for the Facility. Indicate why the proposed facility is needed.

This facility is needed at Veteran's Park in the City of Yerington because there are zero restrooms available for the services provided. This facility will accommodate the whole community and provide a better experience to our park.

4. Service Area. Indicate what area the proposed facility will serve and, if known, the population or number of families served.

The area in which this facility will serve is Mason Valley within the City of Yerington. The City of Yerington has a population of 3,048 people. This facility will provide better accommodations to the our community.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$	0.00
Land and rights.....		0.00
Legal fees.....		0.00
Architect and Engineer.....		0.00
Equipment.....		112,237.00
Refinancing.....		0.00
Other (describe)		18,768.00
Total.....		\$131,005.00

6. Income. List the sources and estimate the amount of expected revenue for a typical year.

The City of Yerington will not have any expected income regarding this facility. This facility located at Veteran's Park will be open to the public. The City of Yerington will not be charging the community for these services. The restroom is estimated to serve a maximum of ninety people per hour.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

The sources of funds for this project are \$66,900.79 from Lyon County for the park construction tax cash balance available to the city and the City of Yerington will pay the remaining balance of \$14,104.21.

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years. The City of Yerington has not operated a similar facility.

9. Signature and Title of Applicant Official John Garry, Mayor	Date 06-22-2020
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**Certification Regarding Debarment, Suspension, and Other Responsibility Matters AD-1047
Primary Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 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;
 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; 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.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Yerington, Nevada	PR/AWARD NUMBER OR PROJECT NAME Veteran's Park Restroom Project
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) John Garry, Mayor	
SIGNATURE(S)	DATE 6/22/2020

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form 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.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) 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.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Yerington, Nevada	PR/AWARD NUMBER OR PROJECT NAME Veteran's Park Restroom Project
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) John Garry, Mayor	
SIGNATURE(S)	DATE 6/22/2020

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) 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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form 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.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) 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.



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code)

N. Oregon St and Nevin Way, Yerington, NV, 89447

Check if there are workplaces on file that are not identified here.

ORGANIZATION NAME

City of Yerington, Nevada

PR/AWARD NUMBER OR PROJECT NAME

Veteran's Park Restroom Project

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

John Garry, Mayor

SIGNATURE(S)

DATE

6/22/2020

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. 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 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," 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 contracts, subcontracts, and subgrants under grants and loans) 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.

6/22/2020

(Signature)

(date)

John Garry, Mayor

(title)

oOo

Position 3

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The _____
City of Yerington, Nevada
(name of recipient)

102 S. Main St., Yerington, NV 89447
(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>:

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, City of Yerington, Nevada on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

City of Yerington, Nevada

Recipient

6/22/2020

Date

Attest:

Sheema Shaw, Administrative Director/Interim City Clerk

John Garry, Mayor

Title / Signature

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))

(Date)

(Signature-Individual(s))

(Date)

(SEAL)

06-22-2020

(Date)

City of Yerington, Nevada

(Name of Applicant)

ATTEST:

(Signature of Attesting Official)

Sheema Shaw, Administrative Director/Interim City Clerk

(Title of Attesting Official)

(Signature of Authorized Entity Official)

John Garry, Mayor

(Title of Authorized Entity Official)

102 S. Main St.

(Address)

Yerington, NV 89447

(City, State, and Zip Code)

Applicant Certifications for Community Facility Projects

The undersigned certifies that:

1. The organization is aware of and in compliance with Federal, State, and Local requirements including but not limited to:
 - a. Section 504 of the Rehabilitation Act of 1973.
 - b. Civil Rights Act of 1964.
 - c. The Americans with Disabilities Act (ADA) of 1990.
 - d. Age Discrimination Act of 1975.
 - e. Special laws and regulations
 - f. State Pollution Control or Environmental Protection Agency standards.
 - g. Consistent with other development plans of the area.
 - h. Title IX of the Education Amendments of 1972.
 - i. A-133 audit requirements.
 - j. Executive Order 13166 - Limited English Proficiency access
-

2. Applicants must certify in writing and Rural Development shall determine and document that the applicant is unable to finance the proposed project from their own resources or through commercial credit at reasonable rates and terms. The applicant has provided the following reason(s) why they are unable to finance the project or contribute from their own resources :

The City of Yerington is receiving \$66,900.79 from Lyon County based on the park construction tax cash balance, for the purpose of park improvements. The City of Yerington will contribute the remaining balance of \$14,104.21 towards this project.

-
3. No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).

City of Yerington, Nevada 
Name of Organization

Signature of Authorized Official

06/22/2020

Date

Conflict of Interest. A situation in which a person or entity has competing personal, professional, or financial interests that make it difficult for the person or business to act impartially is considered a conflict of interest.

- (1) **Use of Loan and Grant Funds.** Federal procurement standards prohibit, unless specifically waived by the State Director based on documented mitigation actions and explanation as to why the waiver is in the government's best interest, transactions that involve a real or apparent conflict of interest for owners, employees, officers, agents, partners or their immediate family members having a financial or other interest in the outcome of the project.

Project funds may not be used for services or goods going to, or coming from, a person or entity with a real or apparent conflict of interest, including, but not limited to, owner(s) and their immediate family members and the parties listed in the previous paragraph. An example of conflict of interest occurs when the applicant's employees, board of directors, or their immediate family have the appearance of a professional or personal financial interest in the organization receiving the benefits or services of the Federal assistance. (2 CFR Part 200, §200.318).

Projects where there may be a conflict of interest or an appearance of a conflict of interest, involving any action by the Agency, that cannot be mitigated to the Agency's satisfaction will not be funded with Agency funds. The approving official's office is responsible for reviewing participants' conflict of interest policies and evaluating potential or apparent conflicts of interest, including requiring the State Office's concurrence for expenses paid when a conflict is apparent.

- (2) **Identifying and Addressing Conflict of Interest.** The process for identifying and addressing conflict of interest is as follows:

As part of a complete application, the applicant will certify in writing that it has an up-to-date written policy on conflict of interest.

The policy will include, at a minimum:

- (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict;
- (2) a prohibition of interested members of the applicant's governing body from voting on any matter in which there is a conflict, and
- (3) the specific process defining how the governing body will manage identified or potential conflicts. The applicant must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest.

City of Yerington, Nevada

Organization Name

Authorized Signature

6/22/2020

Date



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, JUNE 04, 2020
9:00 AM**

Teleconference/Videoconference at:

Join Zoom Meeting

<https://us02web.zoom.us/j/86868544553>

Meeting ID: 868 6854 4553

One tap mobile

+13462487799,,86868544553# US (Houston)

+16699006833,,86868544553# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 868 6854 4553

Find your local number: <https://us02web.zoom.us/j/86868544553>

AGENDA

**(Action will be taken on all items unless otherwise noted)
(No action will be taken on any item until it is properly agendized).**

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor of Nevada's Declaration of Emergency Directive 006 Section 1 which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate. This meeting will be held by teleconference only.

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting.

The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

Restrictions on comments by the general public: Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.

BOARD OF COMMISSIONERS CONVENING AS OTHER BOARDS - *Members of the Board of County Commissioners also serve as the Liquor Board, Central Lyon Vector Control District Board, Mason Valley Mosquito Abatement District Board, Walker River Weed Control District Board, Willowcreek General Improvement District Board, the Silver Springs General Improvement District Board, and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.*

1. Roll Call

2. Invocation given by Betty Weiser of the United Methodist

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action. Afterwards, please print your name at the Clerk's desk.*

5. For Possible Action: Review and adoption of agenda

6. Presentation of awards and/or recognition of accomplishments

- 6.a. For Presentation Only: Present Certificate of Appreciation to Amanda Ortiz for her outstanding leadership, communication skills and positive attitude.
- Certificate of Appreciation

7. Commissioners/County Manager reports

8. Elected Official's reports

- 8.a. Dayton Justice Court
- Civil, Criminal & Monthly Statistics April 2020

9. Appointed Official's reports

10. Advisory Board reports

CONSENT AGENDA (Action Will be Taken on All Items) - *All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.*

11. For Possible Action: Approve County Commission Minutes

- 11.a. For Possible Action: Approve the May 13th and 21st, 2020 Board of County Commissioner minutes.
- May 13, 2020 Minutes
- May 21, 2020 Minutes

12.Contracts

- 12.a. For Possible Action: Approve contract for services of independent contractor between Lyon County and Healthy Communities Coalition of Lyon and Storey Counties, not to exceed \$3,701.25, for services funded under the ADSD COVID-19 grant.
-FY20 Healthy Communities Coalition Contract ADSD COVID

13.Grants

- 13.a. For Possible Action: Accept grant subaward amendment from Nevada Department of Health and Human Services, Aging and Disability Services Division, for SFY2020 increasing the total amount by \$10,000 for a total award of \$55,000 for Homemaker services.
-SFY20 Homemaker Notice of Grant Award Amendment 1

14.Other Consent Items

- 14.a. For Possible Action: Review and accept travel claims.
- Travel Report 5-1-20 to 5-15-20
- 14.b. For Possible Action: Review and accept claims and financial reports.
- Cash Report 5-15-20
- Claims Report 5-1-20 to 5-15-20
- 14.c. For Possible Action: Approve Amendment No. 1 to Task Order 83, in an amount not to exceed \$6,500, to participate in the engineering review and comments, participate in public workshops, review and comment on the draft and final South Dayton Valley Area Drainage Master Plan, and represent Lyon County as their County Engineer in all aspects related to storm drainage issues in the Dayton Valley.
- Amendment to Task Order No. 83 - Farr West Engineering Review of South Dayton Area Drainage Master Plan

****END OF CONSENT AGENDA****

PUBLIC HEARING ON PLANNING ITEMS - (ACTION WILL BE TAKEN ON ALL ITEMS)

15.Planning

- 15.a. For Possible Action: Final Approval of a Planned Unit Development ("PUD") - Zone Change from RR-5 (Fifth Rural Residential – 20 acre minimum lot size) on APNs 015-011-002/-003/-004, APNs 015-091-011/-012 to Northern Nevada Industrial Center PUD ("NNIC PUD") to allow an industrial development including approximately 10-15% commercial support facilities, all on approximately 12,127.43 acres total; located approximately 3.62 miles west from the US 50/USA Parkway intersection and continuing to the Storey County/Lyon County line. (PLZ-19-0075
- Staff Report

****END OF PLANNING APPLICATIONS****

REGULAR AGENDA - (Action will be taken on all items unless otherwise noted)

16.County Manager

- 16.a. For Possible Action: Determination of whether to move forward with the the Lyon County Fair and Rodeo and the Youth Livestock Show for 2020 as planned or in a modified format. Action may include a decision to hold the Fair and Rodeo and/or the Youth Livestock Show in 2020; to cancel the Fair and Rodeo; to cancel the Youth Livestock Show; to continue the final decision on the Fair and Rodeo and/or the Youth Livestock Show to allow further consideration of state restrictions and financial related matters; or, any combination of these actions.
- 2019 Fair Contracts

17.Comptroller

- 17.a. For Possible Action: Approve a request by the City of Yerington for \$66,900.79 in Mason Valley Park Construction Tax to be used towards new restrooms at the Veteran's Park.
- City of Yerington Park Construction Tax Request
- 17.b. For Possible Action: Approve debt management policy and capital improvement plan for 2019-2020.
- Lyon County Debt Management Policy
- 17.c. For Possible Action: Approve increasing a District Court Judicial Assistant position to full time from 26 hours per week with the additional cost to be funded from a contingency budget transfer in the amount of \$11,500 and a reduction in temporary staffing of \$22,000.
- 17.d. For Possible Action: Adopt a resolution authorizing the transfer of funds for FY2019-2020 from various line items, including Contingency, within the General Fund, Fair & Rodeo Fund, and Capital Improvements Fund as authorized by NRS 354.598005.
- Transfer Resolution 2020

RECESS TO RECONVENE AS WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

18.Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

19.Debt Management Policy

- 19.a. For Possible Action: Approve debt management policy and capital improvement plan for 2020-2021.
- Willowcreek Debt Management Policy

20.For Possible Action: Review and Accept Claims and Financial Report

- 20.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 5-15-20
- Claims Report 5-1-20 to 5-15-20

21.Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

ADJOURN TO RECONVENE AS MASON VALLEY MOSQUITO ABATEMENT DISTRICT BOARD

22. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

23. For Possible Action: Review and Accept Claims and Financial Report

- 23.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 5-15-20
- Claims Report 5-1-20 to 5-15-20

24. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

ADJOURN TO RECONVENE AS WALKER RIVER WEED CONTROL DISTRICT BOARD

25. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

26. For Possible Action: Review and Accept Claims and Financial Report

- 26.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 5-15-20
- Claims Report 5-1-20 to 5-15-20

27. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

ADJOURN TO RECONVENE AS CENTRAL LYON COUNTY VECTOR CONTROL DISTRICT BOARD

28. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

29. For Possible Action: Review and Accept Claims and Financial Report

- 29.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 5-15-20
- Claims Report 5-1-20 to 5-15-20

30. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda.*

Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

ADJOURN TO RECONVENE AS SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

31. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

32. For Possible Action: Review and Accept Claims and Financial Report

- 32.a. For Possible Action: Review and accept claims and financial reports.
- Cash Report 5-15-20
 - Claims Report 5-1-20 to 5-15-20

33. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

34. Commissioner Comments

35. Closed Session pursuant to NRS 241.015(3)(b)(2) - *To receive information from the District Attorney or counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter, and pursuant to NRS 288.220, to receive a report on the status of ongoing labor negotiations; and direct staff accordingly.*

36. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

37. Adjourn

This agenda has been posted in accordance with the Nevada Governor's Directive and Executive Order 006 at the following websites: <https://www.lyon-county.org> and <https://notice.nv.gov>

As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public may submit public comment by logging into the ZOOM webinar; or at the phone numbers listed at the top of the agenda. Any party entitled to or required to appear before the BOCC at this meeting shall be able to do so through ZOOM information provided. To submit public participation or to participate in an agenda item or for supporting material submissions, email Erin Lopez at elopez@lyon-county.org or by calling (775) 463-6531 at least 24 hours in advance of the meeting.

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of

Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found on-line at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov

Lyon County is an equal opportunity provider.

**Agenda and Backup Material is
Available at www.lyon-county.org**

ITEM

#9

Summary—A Resolution Authorizing an Interfund Loan from the City’s Water Fund to the City’s Sewer Fund.

RESOLUTION NO. 2020 –02

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YERINGTON AUTHORIZING AN INTERFUND LOAN FROM
THE WATER FUND TO THE SEWER FUND**

WHEREAS, the City Council (the “City Council”) of the City of Yerington, Nevada (the “City”) has determined that it is in the best interests of the City to authorize an interfund loan from the City’s Water Fund to the City’s Sewer Fund in order to provide a portion of the funds necessary for certain improvements related to the City’s sewer system (the “Interfund Loan”); and

WHEREAS, Nevada Revised Statutes (“NRS”) Section 354.6118 requires that prior to making an interfund loan, the City Council must hold a public hearing and make certain determinations; and

WHEREAS, the Nevada Administrative Code (“NAC”) Section 354.290 adds further procedural and other requirements regarding interfund loans, including but not limited to the requirement that the City file a copy of a resolution authorizing the interfund loan with the Nevada Department of Taxation; and

WHEREAS, the City Council now desires to authorize an interfund loan in the amount of up to \$130,000 from the City’s Water Fund to the City’s Sewer Fund to provide a portion of the funds necessary for certain improvements related to the City’s sewer system (the “Interfund Loan”).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF YERINGTON, NEVADA:**

Section 1. Pursuant to NRS Section 354.6118, the City Council hereby determines at the public hearing that:

A. Sufficient money is available in the City’s Water Fund for the Interfund Loan and such money is not restricted as to its use.

B. The Interfund Loan will not compromise the economic viability of the City’s Water Fund

Section 2. Pursuant to NRS Section 354.6118, the City Council hereby determines at the public hearing that:

A. The Interfund Loan shall be repaid within one year after it is made and shall be repaid from legally available funds deposited in the City’s Sewer Fund or from any other source of legally available funds of the City.

- B. The Interfund Loan in the amount of up to \$130,000.
- C. No interest will be charged for the Interfund Loan.
- D. The Interfund Loan may be prepaid in whole or in part at any time from legally available funds deposited in the City's Sewer Fund or from any other source of legally available funds of the City.

Section 3. Pursuant to NAC Section 354.290, the City Council hereby finds:

- A. The City Council has satisfied all requirements of NRS Section 354.6118.
- B. The money to be loaned from the City's Water Fund to the City's Sewer Fund pursuant to the Interfund Loan are not proceeds from the sale of any bonds.
- C. The City's Water Fund is not a debt service fund or a fund established or maintained as a fund dedicated to the payment of bonded debt and interest.
- D. The City hereby agrees to notify the Nevada Department of Taxation when the Interfund Loan has been repaid.

Section 4. The City Clerk is hereby directed to file a copy of this Resolution with the Nevada Department of Taxation upon its adoption and execution.

Section 5. All the recitals in this Resolution are true and correct and this City Council so finds, determines and represents.

PASSED AND ADOPTED AND APPROVED BY AN AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA, THIS JUNE 22, 2020.

(SEAL)

Attest:

Mayor

Interim City Clerk

Approved as to Form:

By _____
City Attorney

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

I, Sheema D. Shaw, the duly chosen and qualified Interim City Clerk of the City of Yerington (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on June 22, 2020.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Those Voting Nay:

None
None

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website; at the principal office of the Council, or if there is no

principal office, at the building in which the meeting is to be held; and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

Yerington City Hall
102 S. Main Street
Yerington NV 89447;

Yerington Post Office
26 Main Street
Yerington NV 89447

Lyon County Administrative Complex
27 South Main Street
Yerington NV 89447

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on June 22, 2020 is attached to this certificate as Exhibit "A."

IN WITNESS WHEREOF, I have hereunto set my hand on this June 22, 2020.

(SEAL)

Interim City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

ITEM

#10

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

AMENDMENT TO LEGAL SERVICES AGREEMENT
(CITY SEWER)

This amendment is made this ___ day of June 2020, between the City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, the parties entered into a Legal Service Agreement on or about May 25, 2017 ("Agreement"), a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the parties agree to amend the Agreement in part; and

WHEREAS, Section B – Compensation, page 3 is revoked in its entirety and replaced as follows:

SECTION B – COMPENSATION

Owner will pay Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Thirteen Thousand Dollars (\$13,000.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

The balance of the terms set forth in said Agreement shall remain in full force and effect.

Dated:

The City of Yerington, "Owner"

By: _____
John Garry, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: _____
Charles S. Zumpft, Partner

Attest:

By: _____
Sheema Shaw, Interim City Clerk

EXHIBIT 1

EXHIBIT 1

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this 25th day of ^{Mo}~~April~~, 2017, between City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, Owner is a City and political subdivision of the State of Nevada, which owns and operates a public sewer system located within and throughout the City of Yerington; and

WHEREAS, Owner has agreed to undertake the construction, ownership and operation of an entirely new sewer collection system (the "Project"), through the use of USDA loan funds; and

WHEREAS, Attorney is the current contracted Yerington City Attorney; and

WHEREAS, the USDA Project name to which this agreement applies is "City Sewer Line Replacement"; and

WHEREAS, the Attorney agrees to perform all legal services necessary to coordinate and achieve the Project and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of the Project system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the City in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary; (d) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (e) entering into construction contracts; (f) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (g) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
3. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof. The parties acknowledge that this Project will require extensive use of and need for services of a title company, for which owner will pay directly and outside this contract.
4. Assist with obtaining necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
5. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, health permits, crossing permits, and other instruments.

SECTION B – COMPENSATION

Owner will pay to the Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Five Thousand Dollars (\$5,000.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

SECTION C – OTHER PROVISIONS

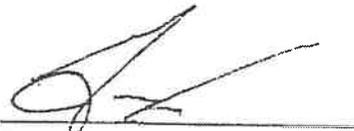
Due to the fact that Attorney is the Owner's current attorney by contract, Owner is encouraged to obtain independent legal advice prior to approving this Agreement.

Owner shall by appropriate resolution adopt and ratify this Agreement.

Dated:

The City of Yerington, "Owner"

By:


George Dini, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By:


Charles S. Zumpft, Partner

Attest:

By:


Sheema Shaw, Interim City Clerk

ITEM

#11

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

AMENDMENT TO LEGAL SERVICES AGREEMENT
(CITY WATER)

This amendment is made this ___ day of June 2020, between the City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, the parties entered into a Legal Service Agreement on or about May 25, 2017 ("Agreement"), a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the parties agree to amend the Agreement in part; and

WHEREAS, Section B – Compensation, page 3 is revoked in its entirety and replaced as follows:

SECTION B – COMPENSATION

Owner will pay Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Ten Thousand Dollars (\$10,000.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

The balance of the terms set forth in said Agreement shall remain in full force and effect.

Dated:

The City of Yerington, "Owner"

By: _____
John Garry, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: _____
Charles S. Zumpft, Partner

Attest:

By: _____
Sheema Shaw, Interim City Clerk

EXHIBIT 1

EXHIBIT 1

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this 25th day of ^{May}~~April~~, 2017, between City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, Owner is a City and political subdivision of the State of Nevada, which owns and operates a public water system which is located within and throughout the City of Yerington; and

WHEREAS, Owner has agreed to undertake the construction, ownership and operation of an entirely new water distribution system (the "Project"), through the use of USDA loan funds; and

WHEREAS, Attorney is the current contracted Yerington City Attorney; and

WHEREAS, the USDA Project name to which this agreement applies is "City Water Line Replacement"; and

WHEREAS, the Attorney agrees to perform all legal services necessary to coordinate and achieve the Project and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of the Project system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the City in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary; (d) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (e) entering into construction contracts; (f) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (g) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
3. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
4. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof. The parties acknowledge that this Project will require extensive use of and need for services of a title company, for which owner will pay directly and outside this contract.
5. Assist with obtaining necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.

6. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.

SECTION B – COMPENSATION

Owner will pay to the Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Five Thousand Dollars (\$5,000.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

SECTION C – OTHER PROVISIONS

Due to the fact that Attorney is the Owner's current attorney by contract, Owner is encouraged to obtain independent legal advice prior to approving this Agreement.

Owner shall by appropriate resolution adopt and ratify this Agreement.

Dated:

The City of Yerington, "Owner"

By: 
George Dini, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: 
Charles S. Zumpft, Partner

Attest:

By: 
Sheema Shaw, Interim City Clerk

ITEM

#12

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

AMENDMENT TO LEGAL SERVICES AGREEMENT
(COLONY SEWER)

This amendment is made this ___ day of June 2020, between the City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, the parties entered into a Legal Service Agreement on or about May 25, 2017 ("Agreement"), a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the parties agree to amend the Agreement in part; and

WHEREAS, Section B – Compensation, page 3 is revoked in its entirety and replaced as follows:

SECTION B – COMPENSATION

Owner will pay Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Four Thousand Dollars (\$4,000.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

The balance of the terms set forth in said Agreement shall remain in full force and effect.

Dated:

The City of Yerington, "Owner"

By: _____
John Garry, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: _____
Charles S. Zumpft, Partner

Attest:

By: _____
Sheema Shaw, Interim City Clerk

EXHIBIT 1

EXHIBIT 1

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this 25th day of ^{May}~~April~~, 2017, between City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, Owner is a City and political subdivision of the State of Nevada, which owns and operates a public sewer system which serves the Yerington Indian Colony ("Colony") which is located within the City of Yerington; and

WHEREAS, Owner has agreed to undertake the construction, ownership and operation of an entirely new sewer collection system (the "Project") to serve the Colony, through the use of USDA grant funds; and

WHEREAS, Attorney is the current contracted Yerington City Attorney; and

WHEREAS, the USDA Project name to which this agreement applies is "Yerington Colony Sewer Line Replacement"; and

WHEREAS, the Attorney agrees to perform all legal services necessary to coordinate and achieve the Project and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of the Project system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the City in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary; (d) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (e) entering into construction contracts; (f) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (g) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

2. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.

3. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.

4. Assist with obtaining necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.

5. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, health permits, crossing permits, and other instruments.

SECTION B – COMPENSATION

Owner will pay to the Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

SECTION C – OTHER PROVISIONS

Due to the fact that Attorney is the Owner's current attorney by contract, Owner is encouraged to obtain independent legal advice prior to approving this Agreement.

Owner shall by appropriate resolution adopt and ratify this Agreement.

Dated:

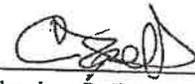
The City of Yerington, "Owner"

By: 

George Dini, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: 

Charles S. Zumpft, Partner

Attest:

By: 

Sheema Shaw
Interim City Clerk

ITEM

#13

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

AMENDMENT TO LEGAL SERVICES AGREEMENT
(COLONY WATER)

This amendment is made this ___ day of June 2020, between the City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, the parties entered into a Legal Service Agreement on or about May 25, 2017 ("Agreement"), a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the parties agree to amend the Agreement in part; and

WHEREAS, Section B – Compensation, page 3 is revoked in its entirety and replaced as follows:

SECTION B – COMPENSATION

Owner will pay Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Four Thousand Dollars (\$4,000.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

The balance of the terms set forth in said Agreement shall remain in full force and effect.

Dated:

The City of Yerington, "Owner"

By: _____
John Garry, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: _____
Charles S. Zumpft, Partner

Attest:

By: _____
Sheema Shaw, Interim City Clerk

EXHIBIT 1

EXHIBIT 1

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this 25th day of ^{May}~~April~~, 2017, between City of Yerington hereinafter referred to as "Owner," and the law firm of Minden Lawyers, LLC, hereinafter referred to as "Attorney."

WHEREAS, Owner is a City and political subdivision of the State of Nevada, which owns and operates a public water system which serves the Yerington Indian Colony ("Colony") which is located within the City of Yerington; and

WHEREAS, Owner has agreed to undertake the construction, ownership and operation of an entirely new water distribution system (the "Project") to serve the Colony, through the use of USDA grant funds; and

WHEREAS, Attorney is the current contracted Yerington City Attorney; and

WHEREAS, the USDA Project name to which this agreement applies is "Yerington Colony Water Line Replacement"; and

WHEREAS, the Attorney agrees to perform all legal services necessary to coordinate and achieve the Project and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of the Project system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the City in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary; (d) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (e) entering into construction contracts; (f) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (g) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
3. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
4. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
5. Assist with obtaining necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.

6. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.

SECTION B – COMPENSATION

Owner will pay to the Attorney fees for professional services rendered in accordance herewith as follows:

\$290.00 per hour for services rendered, excluding litigation. Absent extraordinary circumstances, the parties contemplate that the contract cost will not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Said fees to be payable in the following manner and at the following times: Monthly, net 30 days. Attorney shall be entitled to costs as incurred.

Litigation is not contemplated by this Agreement. If litigation occurs, Owner and Attorney shall enter into a subsequent agreement as necessary.

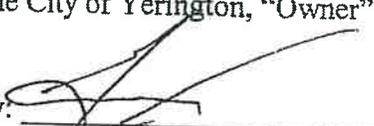
SECTION C – OTHER PROVISIONS

Due to the fact that Attorney is the Owner's current attorney by contract, Owner is encouraged to obtain independent legal advice prior to approving this Agreement.

Owner shall by appropriate resolution adopt and ratify this Agreement.

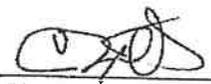
Dated:

The City of Yerington, "Owner"

By: 
George Dini, Mayor

Dated:

Minden Lawyers, LLC, "Attorney"

By: 
Charles S. Zumpft, Partner

Attest:

By: 
Sheema Shaw, Interim City Clerk

Minden Lawyers, LLC

Bill Journal

clude Bills from to 6/2/2020
 clude Receipts up to:
 clude Write Up/Down up to:

Client Matter ID	Client - File									(Net of Write Up / Down)	
Invoice #	Invoice #	Fee	Hrs.	Fees	Expenses	Taxes	Interest	Total	Payments	Balance	Aging
edit ID	Resp. Lwyr.	Lwyr.		Distribution							
187/0987.89	Yerington, City of - Yerington, City of - City Sewer Line Replacement										
31/2017 28043	2894	CSZ	0.30					0.00		0.00	
	CSZ										
28/2017 29136	3001	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
31/2017 30077	3090	CSZ	1.00	290.00				290.00	290.00	0.00	
	CSZ										
31/2017 30964	3173	CSZ	1.60	464.00				464.00	464.00	0.00	
	CSZ										
30/2017 31698	3248	CSZ						0.00		0.00	
	CSZ										
1/31/2018 46574	4356	CSZ	0.50	145.00				145.00	145.00	0.00	
	CSZ										
1/30/2018 47609	4415	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
31/2019 49031	4501	CSZ	0.60	174.00				174.00	174.00	0.00	
	CSZ										
28/2019 49899	4589	CSZ	0.80	232.00				232.00	232.00	0.00	
	CSZ										
31/2019 50703	4656	CSZ	1.00	290.00				290.00	290.00	0.00	
	CSZ										
30/2019 51515	4709	CSZ	0.40	116.00				116.00	116.00	0.00	
	CSZ										
31/2019 52451	4784	CSZ	5.00	1,450.00				1,450.00	1,450.00	0.00	
	CSZ	NCF	2.10	551.00				551.00	551.00	0.00	
	Bill Totals		7.10	2,001.00				2,001.00	2,001.00	0.00	
30/2019 53201	4888	CSZ	2.10	609.00				609.00	609.00	0.00	
	CSZ										
31/2019 54028	4960	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
31/2019 55704	5020	CSZ	1.30	377.00				377.00	377.00	0.00	
	CSZ	NCF	1.60	464.00				464.00	464.00	0.00	
	Bill Totals		2.90	841.00				841.00	841.00	0.00	
30/2019 57708	5105	CSZ	0.80	232.00				232.00	232.00	0.00	
	CSZ	NCF	3.50	1,015.00				1,015.00	1,015.00	0.00	
	Bill Totals		4.30	1,247.00				1,247.00	1,247.00	0.00	
1/31/2019 58412	5170	CSZ	1.00					0.00		0.00	
	CSZ										
1/29/2019 59034	5234	CSZ	0.20					0.00		0.00	
	CSZ										
1/31/2019 59625	5268	CSZ						0.00		0.00	
	CSZ	NCF	2.00	580.00				580.00	580.00	0.00	
	Bill Totals		2.00	580.00				580.00	580.00	0.00	
31/2020 30499	5365	CSZ	9.30	1,675.02				1,675.02	1,675.02	0.00	
	CSZ	NCF	8.90	1,602.98				1,602.98	1,602.98	0.00	

Minden Lawyers, LLC

Bill Journal

include Bills from to 6/2/2020
 include Receipts up to:
 include Write Up/Down up to:

(Net of Write Up / Down)

Client Matter ID	Client - File Invoice #	Fee Lwyr.	Hrs.	Fees Distribution	Expenses	Taxes	Interest	Total	Payments	Balance	Aging
Audit ID	Resp. Lwyr.										
		Bill Totals	18.20	3,278.00				3,278.00	3,278.00	0.00	
'29/2020 61023	5406	CSZ	1.80	522.00				522.00	522.00	0.00	
		CSZ	1.30	377.00				377.00	377.00	0.00	
		Bill Totals	3.10	899.00				899.00	899.00	0.00	
'31/2020 61666	5455	CSZ	2.10					0.00		0.00	
		CSZ									
'30/2020 62367	5480	CSZ	2.10	609.00				609.00		609.00	33 Days
		CSZ									
'31/2020 62997	5528	CSZ	4.00	290.00				290.00		290.00	2 Days
		CSZ									
		File Totals	55.90	12,239.00				12,239.00	11,340.00	899.00	
Report Totals			55.90	12,239.00				12,239.00	11,340.00	899.00	

Summary by Firm

	Billed		Net	Payments	Balance	% of Total AR
	Original	Write Up/Down				
Hours	55.90		55.90			
Fees	12,239.00	0.00	12,239.00	11,340.00	899.00	100.00 %
Expenses	0.00	0.00	0.00	0.00	0.00	0.00 %
Tax	0.00	0.00	0.00	0.00	0.00	0.00 %
Interest	0.00	0.00	0.00	0.00	0.00	0.00 %
Total	12,239.00	0.00	12,239.00	11,340.00	899.00	

Summary by File Type

File Type	Hours	Fees	Expenses	Taxes	Interest	
Municipal/Government	Original	55.90	12,239.00	0.00	0.00	0.00
	Billed Write Up/Down		0.00	0.00	0.00	0.00
	Net	55.90	12,239.00	0.00	0.00	0.00
	Paid		11,340.00	0.00	0.00	0.00
	Balance		899.00	0.00	0.00	0.00
Total	Original	55.90	12,239.00	0.00	0.00	0.00
	Billed Write Up/Down		0.00	0.00	0.00	0.00
	Net	55.90	12,239.00	0.00	0.00	0.00
	Paid		11,340.00	0.00	0.00	0.00
	Balance		899.00	0.00	0.00	0.00

Summary by Fee Lawyer

Fee Lawyer	Hours	Fees
SZ	Original	36.50
	Billed Write Up/Down	0.00
	Net	36.50
	Paid	6,750.02
	Balance	899.00
CF	Original	19.40
	Billed Write Up/Down	0.00
	Net	19.40
	Paid	4,589.98
	Balance	0.00
Total	Original	55.90
	Billed Write Up/Down	0.00
	Net	55.90
	Paid	11,340.00
	Balance	899.00

Minden Lawyers, LLC

Bill Journal

include Bills from to 6/2/2020
include Receipts up to:
include Write Up/Down up to:

Report Selections

Start Date:

End Date: Jun 2, 2020

Receipts up to Date:

Write Up/Down up to Date:

Files: Yerington, City of - City Sewer Line Replacement

Include Closed Files: False

Include Corrections: False

Include Paid: True

Minden Lawyers, LLC

Bill Journal

clude Bills from to 6/2/2020
 clude Receipts up to:
 clude Write Up/Down up to:

Client Matter ID	Client - File	Fee	Hrs.	Fees	Expenses	Taxes	Interest	Total	Payments	Balance	Aging
Invoice #	Resp. Lwyr.	Lwyr.		Distribution							
87/0987.86	Yerington, City of - Yerington, City of - USDA Colony Sewer Line Replacement										
28/2017 25688	2658	CSZ						0.00		0.00	
	CSZ										
31/2017 26388	2735	CSZ						0.00		0.00	
	CSZ										
31/2017 28043	2894	CSZ	4.10	870.00				870.00	870.00	0.00	
	CSZ										
28/2017 29136	3001	CSZ	0.30	74.99			12.01	87.00	87.00	0.00	
	CSZ										
31/2017 30077	3090	CSZ	1.90	551.00				551.00	551.00	0.00	
	CSZ										
31/2017 30964	3173	CSZ	3.30	957.00				957.00	957.00	0.00	
	CSZ	TS	0.40	72.00				72.00	72.00	0.00	
		Bill Totals	3.70	1,029.00				1,029.00	1,029.00	0.00	
30/2017 31698	3248	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
28/2018 37678	3740	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
31/2018 42039	4021	CSZ	6.10					0.00		0.00	
	CSZ										
29/2018 42631	4095	CSZ	2.20					0.00		0.00	
	CSZ										
31/2018 43350	4192	CSZ	1.60					0.00		0.00	
	CSZ										
3/31/2018 46674	4356	CSZ	0.70					0.00		0.00	
	CSZ										
31/2019 50703	4656	CSZ	0.30					0.00		0.00	
	CSZ										
31/2019 52451	4784	CSZ	0.30	87.00				87.00	87.00	0.00	
	CSZ										
30/2019 53201	4888	CSZ	0.30	87.00				87.00	87.00	0.00	
	CSZ										
31/2019 54028	4960	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
		File Totals	22.10	2,872.99			12.01	2,885.00	2,885.00	0.00	
Report Totals			22.10	2,872.99			12.01	2,885.00	2,885.00	0.00	

Summary by Firm

	Billed			Payments	Balance	% of Total AR
	Original	Write Up/Down	Net			
Hours	22.10		22.10			
Fees	2,885.00	-12.01	2,872.99	2,872.99	0.00	0.00 %
Expenses	0.00	0.00	0.00	0.00	0.00	0.00 %
Tax	0.00	0.00	0.00	0.00	0.00	0.00 %
Interest	12.01	0.00	12.01	12.01	0.00	0.00 %
Total	2,897.01	-12.01	2,885.00	2,885.00	0.00	

Minden Lawyers, LLC

Bill Journal

clude Bills from to 6/2/2020
 clude Receipts up to:
 clude Write Up/Down up to:

Summary by File Type

File Type			Hours	Fees	Expenses	Taxes	Interest
Municipal/Government		Original	22.10	2,885.00	0.00	0.00	12.01
	Billed	Write Up/Down		-12.01	0.00	0.00	0.00
		Net	22.10	2,872.99	0.00	0.00	12.01
		Paid		2,872.99	0.00	0.00	12.01
		Balance		0.00	0.00	0.00	0.00
	Total		Original	22.10	2,885.00	0.00	0.00
Billed	Write Up/Down			-12.01	0.00	0.00	0.00
	Net	22.10	2,872.99	0.00	0.00	12.01	
	Paid		2,872.99	0.00	0.00	12.01	
	Balance		0.00	0.00	0.00	0.00	

Summary by Fee Lawyer

Fee Lawyer			Hours	Fees
SZ		Original	21.70	2,813.00
	Billed	Write Up/Down		-12.01
		Net	21.70	2,800.99
		Paid		2,800.99
		Balance		0.00
S		Original	0.40	72.00
	Billed	Write Up/Down		0.00
		Net	0.40	72.00
		Paid		72.00
		Balance		0.00
Total		Original	22.10	2,885.00
Billed	Write Up/Down			-12.01
	Net	22.10	2,872.99	
	Paid		2,872.99	
	Balance		0.00	

Report Selections

Start Date:
 End Date: Jun 2, 2020
 Receipts up to Date:
 Write Up/Down up to Date:
 Files: Yerington, City of - USDA Colony Sewer Line Replacement
 Exclude Closed Files: False
 Exclude Corrections: False
 Exclude Paid: True

Minden Lawyers, LLC

Bill Journal

:clude Bills from to 6/2/2020
 :clude Receipts up to:
 :clude Write Up/Down up to:

Client Matter ID Date Audit ID	Client - File Invoice # Resp. Lwyr.	Fee Lwyr.	Hrs.	Fees Distribution	Expenses	Taxes	Interest	Total	Payments	(Net of Write Up / Dow	
										Balance	Aging
Yerington, City of - Yerington, City of - USDA Colony Water Line Replacement											
31/2017 28043	2894	CSZ	4.00	841.00				841.00	841.00	0.00	
	CSZ										
28/2017 29136	3001	CSZ	0.30	75.39			11.61	87.00	87.00	0.00	
	CSZ										
31/2017 30077	3090	CSZ	1.90	551.00				551.00	551.00	0.00	
	CSZ										
31/2017 30964	3173	CSZ	3.50	1,015.00				1,015.00	1,015.00	0.00	
	CSZ	TS	0.40	72.00				72.00	72.00	0.00	
		Bill Totals	3.90	1,087.00				1,087.00	1,087.00	0.00	
30/2017 31698	3248	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
31/2018 42039	4021	CSZ	3.40					0.00		0.00	
	CSZ										
28/2018 45936	4306	CSZ	0.40					0.00		0.00	
	CSZ										
31/2018 46674	4356	CSZ	0.90					0.00		0.00	
	CSZ										
30/2019 53201	4888	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
		File Totals	15.20	2,670.39			11.61	2,682.00	2,682.00	0.00	
Report Totals			15.20	2,670.39			11.61	2,682.00	2,682.00	0.00	

Summary by Firm

	Billed			Payments	Balance	% of Total AR
	Original	Write Up/Down	Net			
Hours	15.20		15.20			
Fees	2,682.00	-11.61	2,670.39	2,670.39	0.00	0.00 %
Expenses	0.00	0.00	0.00	0.00	0.00	0.00 %
Tax	0.00	0.00	0.00	0.00	0.00	0.00 %
Interest	11.61	0.00	11.61	11.61	0.00	0.00 %
Total	2,693.61	-11.61	2,682.00	2,682.00	0.00	

Summary by File Type

File Type	Hours	Fees	Expenses	Taxes	Interest	
Municipal/Government	Original	15.20	2,682.00	0.00	0.00	11.61
	Billed Write Up/Down		-11.61	0.00	0.00	0.00
	Net	15.20	2,670.39	0.00	0.00	11.61
	Paid		2,670.39	0.00	0.00	11.61
	Balance		0.00	0.00	0.00	0.00
	Total	15.20	2,682.00	0.00	0.00	11.61
Total	Original	15.20	2,682.00	0.00	0.00	11.61
	Billed Write Up/Down		-11.61	0.00	0.00	0.00
	Net	15.20	2,670.39	0.00	0.00	11.61
	Paid		2,670.39	0.00	0.00	11.61
	Balance		0.00	0.00	0.00	0.00
	Total	15.20	2,682.00	0.00	0.00	11.61

Minden Lawyers, LLC

Bill Journal

include Bills from to 6/2/2020
 include Receipts up to:
 include Write Up/Down up to:

Summary by Fee Lawyer

Fee Lawyer		Hours	Fees
SZ	Original	14.80	2,610.00
	Billed Write Up/Down		-11.61
	Net	14.80	2,598.39
	Paid		2,598.39
	Balance		0.00
S	Original	0.40	72.00
	Billed Write Up/Down		0.00
	Net	0.40	72.00
	Paid		72.00
	Balance		0.00
Total	Original	15.20	2,682.00
	Billed Write Up/Down		-11.61
	Net	15.20	2,670.39
	Paid		2,670.39
	Balance		0.00

Report Selections

Start Date:
 End Date: Jun 2, 2020
 Receipts up to Date:
 Write Up/Down up to Date:
 Files: Yerington, City of - USDA Colony Water Line Replacement
 Include Closed Files: False
 Include Corrections: False
 Include Paid: True

Minden Lawyers, LLC

Bill Journal

clude Bills from to 6/2/2020
 clude Receipts up to:
 clude Write Up/Down up to:

Client Matter ID	Client - File	Fee	Hrs.	Fees	Expenses	Taxes	Interest	Total	Payments	Balance	Aging
Site	Invoice #	Lwyr.		Distribution							
edit ID	Resp. Lwyr.										
(Net of Write Up / Down)											
18770987.90	Yerington, City of - Yerington, City of - City Water Line Replacement										
31/2017 28043	2894	CSZ	0.30					0.00		0.00	
	CSZ										
28/2017 29136	3001	CSZ	0.20	58.00				58.00	58.00	0.00	
	CSZ										
31/2017 30077	3090	CSZ	1.00	290.00				290.00	290.00	0.00	
	CSZ										
31/2017 30964	3173	CSZ	1.60	464.00				464.00	464.00	0.00	
	CSZ										
30/2017 31698	3248	CSZ						0.00		0.00	
	CSZ										
3/30/2018 47609	4415	CSZ	0.40	116.00				116.00	116.00	0.00	
	CSZ										
31/2019 49031	4501	CSZ	0.80	232.00				232.00	232.00	0.00	
	CSZ										
28/2019 49899	4589	CSZ	0.80	232.00				232.00	232.00	0.00	
	CSZ										
31/2019 50703	4656	CSZ	1.00	290.00				290.00	290.00	0.00	
	CSZ										
30/2019 51515	4709	CSZ	0.40	116.00				116.00	116.00	0.00	
	CSZ										
31/2019 52451	4784	CSZ	4.40	1,276.00				1,276.00	1,276.00	0.00	
	CSZ	NCF	2.20	522.00				522.00	522.00	0.00	
	Bill Totals		6.60	1,798.00				1,798.00	1,798.00	0.00	
30/2019 53201	4888	CSZ	2.70	783.00				783.00	783.00	0.00	
	CSZ										
31/2019 55704	5020	CSZ	2.50	725.00				725.00	725.00	0.00	
	CSZ										
30/2019 57708	5105	CSZ	0.40	116.00				116.00	116.00	0.00	
	CSZ										
3/31/2019 58412	5170	CSZ	0.20					0.00		0.00	
	CSZ										
3/31/2019 59625	5268	CSZ	2.40	696.00				696.00	696.00	0.00	
	CSZ										
31/2020 50499	5365	CSZ	3.20	261.33				261.33	261.33	0.00	
	CSZ	NCF	6.40	522.67				522.67	522.67	0.00	
	Bill Totals		9.60	784.00				784.00	784.00	0.00	
29/2020 51023	5406	CSZ	0.30	87.00				87.00	87.00	0.00	
	CSZ	NCF	1.90	551.00				551.00	551.00	0.00	
	Bill Totals		2.20	638.00				638.00	638.00	0.00	
31/2020 51666	5455	CSZ	2.30	348.00				348.00	348.00	0.00	
	CSZ										
30/2020 52367	5480	CSZ	0.70	203.00				203.00		203.00	33 Days
	CSZ										
31/2020 52997	5528	CSZ	4.90					0.00		0.00	
	CSZ										

Minden Lawyers, LLC

Bill Journal

Include Bills from to 6/2/2020
 Include Receipts up to:
 Include Write Up/Down up to:

Client Matter ID	Client - File	Fee	Hrs.	Fees	Expenses	Taxes	Interest	Total	Payments	Balance	Aging
Date	Invoice #	Lwyr.		Distribution							
Audit ID	Resp. Lwyr.										
		File	41.00	7,889.00				7,889.00	7,686.00	203.00	
		Totals									
Report Totals			41.00	7,889.00				7,889.00	7,686.00	203.00	

Summary by Firm

	Billed		Net	Payments	Balance	% of Total AR
	Original	Write Up/Down				
Hours	41.00		41.00			
Fees	7,889.00	0.00	7,889.00	7,686.00	203.00	100.00 %
Expenses	0.00	0.00	0.00	0.00	0.00	0.00 %
Tax	0.00	0.00	0.00	0.00	0.00	0.00 %
Interest	0.00	0.00	0.00	0.00	0.00	0.00 %
Total	7,889.00	0.00	7,889.00	7,686.00	203.00	

Summary by File Type

File Type		Hours	Fees	Expenses	Taxes	Interest
Municipal/Government	Billed	Original	41.00	7,889.00	0.00	0.00
		Write Up/Down		0.00	0.00	0.00
		Net	41.00	7,889.00	0.00	0.00
		Paid		7,686.00	0.00	0.00
		Balance		203.00	0.00	0.00
		Total	Original	41.00	7,889.00	0.00
	Billed	Write Up/Down		0.00	0.00	0.00
		Net	41.00	7,889.00	0.00	0.00
		Paid		7,686.00	0.00	0.00
		Balance		203.00	0.00	0.00

Summary by Fee Lawyer

Fee Lawyer		Hours	Fees
SZ	Billed	Original	30.50
		Write Up/Down	0.00
		Net	30.50
		Paid	6,293.33
		Balance	203.00
CF	Billed	Original	10.50
		Write Up/Down	0.00
		Net	10.50
		Paid	1,595.67
		Balance	0.00
Total		Original	41.00
	Billed	Write Up/Down	0.00
		Net	41.00
		Paid	7,686.00
		Balance	203.00

Report Selections

Start Date:
 End Date: Jun 2, 2020
 Receipts up to Date:
 Write Up/Down up to Date:
 Files: Yerington, City of - City Water Line Replacement
 Include Closed Files: False
 Include Corrections: False
 Include Paid: True

ITEM

#14

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF YERINGTON
AND
FARR WEST ENGINEERING
FOR
PROFESSIONAL SERVICES**

February 18, 2020

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THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the City of Yerington (“Owner) and Farr West Engineering (“Engineer”).

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A, “Task Order.” Engineer agrees to perform those basic services described in separate written task orders signed by Owner and Engineer (the “Services”). This Agreement provides the terms, obligations and conditions which shall control all work. Unless modified in writing by both parties, duties of Engineer shall not be construed to exceed those services specifically described in each task order. In the event work is authorized prior to the issuance of a written task order, any services performed by Engineer will be presumed to have been completed under the terms of this Agreement.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit A. Compensation for “time and materials” method of payment shall be in accordance with Exhibit C, “Rate Schedule.” The Rate Schedule shall be adjusted January 1 of each year this Agreement is in effect to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective on that date and will be noticed by inclusion with the first statement of the year.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Task Order.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit A, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and funds are available for the Project, then:
1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract," as prepared by the Engineers Joint Contract Documents Committee (No. C-710) unless both parties mutually agree to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files

in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 6.03 of the "Standard General Conditions of the Construction Contract" (No. C-700, 2013 Edition, or later) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Engineer shall each deliver to the Owner a certificate of insurance evidencing the coverages indicated in Exhibit D. Such certificate shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

- E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit E or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit E. If Exhibit E is not included, or if no dispute resolution method is specified in Exhibit E, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- F. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for the Scope of Work outlined in Exhibit A, or the sum of \$25,000, whichever is greater.
- G. *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the “Standard General Conditions of the Construction Contract,” prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition, or later):
1. *Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
 2. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 3. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 4. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
 5. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 6. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 7. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
 8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
 10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.

11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

- A. Exhibit A, "Task Order."
- B. Exhibit B, "Owner's Responsibilities."
- C. Exhibit C, "Rate Schedule."
- D. Exhibit D, "Insurance."
- E. Exhibit E, "Dispute Resolution."
- F. Exhibit F, "Amendment to Standard Form of Agreement."

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 12, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit F to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.
- B. The Engineer's designated representative cannot be changed without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Yerington

Engineer: Farr West Engineering

By:

By:



Print Name:

Print Name: Brent Farr, P.E.

Title:

Title: President

Date Signed:

Date Signed:

Address for giving notices:

Address for giving notices:

Farr West Engineering

5510 Longley Lane

Reno, Nevada 89511

Designated Representative (see paragraph 8.03.A):

Designated Representative (see paragraph 8.03.A):

Brent Farr, P.E.

Title:

Title: President

Phone Number:

Phone Number: 775-851-4788

Facsimile Number:

Facsimile Number: 775-851-0766

E-Mail Address:

E-Mail Address: brent@farrwestengineering.com

Example Task Order Form

This is **EXHIBIT A**, consisting of ____ pages, referred to in and part of the Agreement between **Owner and Engineer** for **Professional Services** dated _____.

Task Order

Task Order Number:

Date:

Title:

Project Description:

The Master Services Agreement is amended and supplemented to include the following agreement of the parties.

PART 1 – SERVICES

Task 1

Objective

Approach

The following approach applies:

- Description
- Description
- Description

Deliverables

The following will be delivered under this task:

- Description

Assumptions

The following assumptions apply:

- Description

PART 2 – COMPENSATION

Owner shall Pay Engineer on a time and materials basis, including travel, not to exceed _____. Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

Task 1	###	\$###
Task 2	###	\$###
Task 3	###	\$###
Task 4	###	\$###
	TOTAL:	\$###

PART 3 – SCHEDULE

The following is a *proposed* schedule to be used as a general guideline only.

Milestone/Deliverable: Month Year

Milestone/Deliverable: Month Year

Owner: City of Yerington

Engineer: Farr West Engineering

By: _____

By: _____

Print Name: _____

Print Name: Brent Farr, P.E.

Title: _____

Title: President

Date _____

Date _____

Signed: _____

Signed: _____

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if not part of Engineer's services.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

This is EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

2020 RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$168	Building Inspector II	\$70
Senior Engineer II	\$158	Building Inspector I	\$65
Senior Engineer	\$148	Designer III	\$118
Engineer IV	\$138	Designer II	\$108
Engineer III	\$128	Designer I	\$98
Engineer II	\$118	GIS Analyst II	\$135
Engineer I	\$108	GIS Analyst I	\$120
Engineer in Training II	\$98	GIS Specialist	\$98
Engineer in Training I	\$90	GIS Technician	\$85
Senior Hydrogeologist	\$155	Water Rights Specialist III	\$150
Hydrogeologist II	\$115	Water Rights Specialist II	\$125
Hydrogeologist I	\$95	Water Rights Specialist I	\$110
Electrical Engineer	\$150	Water Rights Technician III	\$98
Construction Inspector III	\$110	Water Rights Technician II	\$90
Construction Inspector II	\$103	Water Rights Technician I	\$75
Construction Inspector I	\$95	Regulatory & Env. Specialist	\$95
Project Assistant	\$90	Professional Surveyor	\$135
Admin IV	\$95	Survey Technician II	\$95
Admin III	\$85	Survey Technician I	\$78
Admin II	\$75	1 Man Survey Crew	\$135
Admin I	\$60	2 Man Survey Crew	\$180
Intern	\$45	3 Man Survey Crew	\$250
		Utility Operator	\$118

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

D.6.04 Insurance

A. The limits of liability for the insurance required by paragraph 6.04 and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|--------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability – | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability – | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$2,000,000</u> |
| 2) General Aggregate: | <u>\$4,000,000</u> |
| d. Excess Umbrella Liability – | |
| 1) Each Occurrence: | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$1,000,000</u> |
| e. Automobile Liability – | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| f. Professional Liability Insurance | |
| 1) Each Claim Made: | <u>\$2,000,000</u> |
| 2) Annual Aggregate: | <u>\$4,000,000</u> |
| g. Other (specify): | None |

B. Additional Insureds.

1. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
2. The Owner shall be listed on Engineer's general liability policy as provided in paragraph 6.04.A.

This is **EXHIBIT E**, consisting of 1page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

E.6.08 *Dispute Resolution*

Owner and Engineer agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights under this Exhibit E or other provisions of this Agreement, or under law.

Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If Disputes between Owner and Engineer are not settled by mediation pursuant to this Exhibit E, then the parties may exercise their rights under law. Any matter to be resolved by a court of law shall be filed in Washoe County, Nevada.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Amendment to Owner-Engineer Agreement (Template)

1. Background Data

- a. Effective Date of Owner-Engineer Agreement:
- b. Owner:
- c. Engineer:
- d. Task Order No.

2. Nature of Amendment

3. Description of Modifications

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: Brent Farr, P.E.

Title: _____

Title: President

Date Signed: _____

Date Signed: _____

ITEM

#15

CITY OF YERINGTON
 COMBINED CASH INVESTMENT
 MAY 31, 2020

COMBINED CASH ACCOUNTS

CASH

00-00-00-1020	CASH IN CHECKING-W.F. REGULAR	3,048,552.41
00-00-00-1022	LGIP	5,067,764.93
00-00-00-1027	CASH - XPRESS BILL PAY	34,109.22
00-00-00-1030	PETTY CASH	300.00
00-00-00-1060	INVESTMENTS - MONEY MARKET	136,361.47
		<hr/>
	TOTAL CASH	8,287,088.03

CASH HELD

00-00-01-1110	CASH HELD FOR GENERAL FUND	(480,287.06)
00-00-02-1110	CASH HELD FOR WATER FUND	(5,428,552.73)
00-00-03-1110	CASH HELD FOR SEWER FUND	(1,282,973.60)
00-00-04-1110	CASH HELD FOR FIXED ASSET FUND	(791,404.54)
00-00-06-1110	CASH HELD FORFEITURE FUND	(1,897.24)
00-00-07-1110	CASH HELD MUNI CRT ASSESSMNT	(19,455.35)
00-00-08-1110	CASH HELD FOR SPECIAL REVENUE	(130,426.45)
00-00-11-1110	CASH HELD COMP ABSENCE FUND	(23,305.80)
00-00-22-1110	CASH HELD FOR WC WATER	(61,214.81)
00-00-23-1110	CASH HELD FOR WC SEWER	24,131.39
		<hr/>
	TOTAL CASH HELD	(8,195,386.19)

PAYABLES

00-00-00-2011	MEDICARE PAYABLE	(25.44)
00-00-00-2015	AFLAC INSURANCE PAYABLE	(267.62)
00-00-00-2023	RETIREE INSURANCES PAYABLE	7,504.28
00-00-00-2030	UNALLOCATED INTEREST	(22.94)
00-00-00-2200	ACCOUNTS PAYABLE	2,406.55

OTHER CASH

00-00-00-1000	CASH ALLOCATED TO OTHER FUNDS	(101,296.67)
		<hr/>

	TOTAL UNALLOCATED CASH	<u>.00</u>
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CITY OF YERINGTON
COMBINED CASH INVESTMENT
MAY 31, 2020

CASH ALLOCATION RECONCILIATION

UNRESTRICTED CASH

1 ALLOCATION TO GENERAL FUND	738,710.09
2 ALLOCATION TO WATER FUND	5,245,359.51
3 ALLOCATION TO SEWER FUND	1,153,346.55
4 ALLOCATION TO FIXED ASSET ACQ	732,001.27
6 ALLOCATION TO FORFEITURE FUND	1,897.24
7 ALLOCATION TO MUNI COURT ASSESSMENTS	21,523.02
8 ALLOCATION TO SPECIAL REVENUE FUND	167,101.81
11 ALLOCATION TO COMPENSATED ABSENCE FUND	23,305.80
22 ALLOCATION TO WILLOW CREEK WATER FUND	58,762.33
23 ALLOCATION TO WILLOW CREEK SEWER FUND	(28,554.78)
	<hr/>
TOTAL UNRESTRICTED CASH	8,113,452.84

RESTRICTED CASH

TOTAL RESTRICTED CASH	<hr/>	.00	
TOTAL ALLOCATIONS TO OTHER FUNDS	8,113,452.84		
ALLOCATION FROM COMBINED CASH FUND - 00-00-00-1110		<hr/>	.00
TOTAL FUNDS 1-99		<hr/>	8,113,452.84

TOTAL ALLOCATIONS PER FUND SHOULD BALANCE TO THE
CASH HELD ACCOUNT FOR EACH FUND

CITY OF YERINGTON
COMBINED CASH INVESTMENT
MAY 31, 2020

PAYABLES ALLOCATION

GROUP INSURANCE	
1 GROUP INSURANCE IN GENERAL FUND	53,715.99
2 GROUP INSURANCE IN WATER FUND	29,945.77
3 GROUP INSURANCE IN SEWER FUND	25,108.90
WORKER'S COMP	
1 WORKER'S COMP IN GENERAL FUND	58,173.54
2 WORKER'S COMP IN WATER FUND	8,604.55
3 WORKER'S COMP IN SEWER FUND	7,226.37
RETIREMENT	
1 RETIREMENT IN GENERAL FUND	181,234.85
2 RETIREMENT IN WATER FUND	59,068.45
3 RETIREMENT IN SEWER FUND	48,388.78
FEDERAL TAXES	
1 FEDERAL TAXES IN GENERAL FUND	8,457.80
2 FEDERAL TAXES IN WATER FUND	4,448.17
3 FEDERAL TAXES IN SEWER FUND	3,879.34
ACCOUNTS PAYABLE	

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

GENERAL FUND

ASSETS

01-00-00-1110	CASH IN BANK		738,710.09
01-00-00-1111	ACCTS RECEIVABLE	(4,719.12)
01-00-00-1133	ACCOUNTS RECEIVABLE- COURT	(40.00)
01-00-00-1135	FUEL INVENTORY		22,101.00
01-00-00-1140	TAXES RECEIVABLE		3,448.36
			<u>3,448.36</u>
	TOTAL ASSETS		<u><u>759,500.33</u></u>

LIABILITIES AND EQUITY

LIABILITIES

01-00-00-2000	ACCRUED PAYROLL		20,039.24
01-00-00-2010	FICA PAYABLE		17.88
01-00-00-2011	MEDICARE PAYABLE		662.71
01-00-00-2012	FEDERAL INCOME TAX PAYABLE		3,026.70
01-00-00-2013	WORKER'S COMP PAYABLE		18,693.76
01-00-00-2023	HOSPITAL INSURANCE PAYABLE		600.44
01-00-00-2024	RETIREMENT PAYABLE		8,633.51
01-00-00-2027	GARNISHMENT PAYABLE		12.07
01-00-00-2200	ACCOUNTS PAYABLE		4,357.74
01-00-00-2220	A/P LYON CO. TRANSPORT. TAX		17,079.25
01-00-00-2227	PARK KEY DEPOSITS		150.00
01-00-00-2303	A/P LYON CO. - COURT AA FEES		10.19
01-00-00-2304	A/P STATE - COURT AA FEES		145.24
01-00-00-2305	RESTITUTION		563.57
01-00-00-2306	A/P STATE-COURT SPECIALITY FEE		134.65
01-00-00-2310	DEFERRED REVENUE		3,448.36
01-00-00-2312	A/P LYON COUNTY GENETIC MARKER		16.57
			<u>16.57</u>
	TOTAL LIABILITIES		77,591.88

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
01-00-00-2490	FUND BALANCE	483,569.85	
	REVENUE OVER EXPENDITURES - YTD	<u>198,338.60</u>	
	BALANCE - CURRENT DATE		<u>681,908.45</u>
	TOTAL FUND EQUITY		<u>681,908.45</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>759,500.33</u></u>

CITY OF YERINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PROPERTY TAXES</u>					
01-11-00-3101 AD VALOREM	282,030.71	282,030.71	290,293.00	8,262.29	97.2
TOTAL {SEGTITLE[S SOURCE]}	282,030.71	282,030.71	290,293.00	8,262.29	97.2
<u>OTHER TAXES / FRANCHISE</u>					
01-12-00-3105 FRANCHISE FEES - SANITATION	27,701.12	27,701.12	20,000.00	(7,701.12)	138.5
01-12-00-3106 FRANCHISE FEES - ELECTRICITY	96,754.98	96,754.98	130,000.00	33,245.02	74.4
01-12-00-3107 FRANCHISE FEES - NATURAL GAS	47,267.95	47,267.95	35,000.00	(12,267.95)	135.1
01-12-00-3108 FRANCHISE FEES - CABLE TV	14,513.77	14,513.77	7,000.00	(7,513.77)	207.3
TOTAL {SEGTITLE[S SOURCE]}	186,237.82	186,237.82	192,000.00	5,762.18	97.0
<u>LICENSES AND PERMITS</u>					
01-13-00-3115 BUSINESS LICENSE	112,692.67	112,692.67	94,000.00	(18,692.67)	119.9
01-13-00-3117 BUILDING PERMITS	138,654.79	138,654.79	142,425.00	3,770.21	97.4
01-13-00-3118 BUS LICENSE APPLICATION FEE	2,215.00	2,215.00	.00	(2,215.00)	.0
TOTAL {SEGTITLE[S SOURCE]}	253,562.46	253,562.46	236,425.00	(17,137.46)	107.3
<u>INTERGOVERNMENTAL-STATE SHARED</u>					
01-14-00-3125 GASOLINE/MOTOR VEHICLE	47,965.75	47,965.75	63,274.00	15,308.25	75.8
01-14-00-3126 CONSOLIDATED TAX	374,749.94	374,749.94	499,512.00	124,762.06	75.0
01-14-00-3144 INTEREST ON INVESTMENTS	67,764.93	67,764.93	.00	(67,764.93)	.0
TOTAL {SEGTITLE[S SOURCE]}	490,480.62	490,480.62	562,786.00	72,305.38	87.2
<u>OTHER LOCAL GOVERNMENT SHARED</u>					
01-15-00-3130 COUNTY GAMING LIC/TAX	31,275.00	31,275.00	32,000.00	725.00	97.7
01-15-00-3131 COUNTY AD VALOREM AGREEMENT	183,333.37	183,333.37	200,000.00	16,666.63	91.7
01-15-00-3132 COUNTY ROAD ADVALOREM (SCCRT)	10,000.00	10,000.00	.00	(10,000.00)	.0
01-15-00-3133 RTC SHARED REVENUE	10,000.00	10,000.00	350,000.00	340,000.00	2.9
01-15-00-3135 COUNTY SPECIAL CAPITAL PROJECT	.00	.00	20,000.00	20,000.00	.0
01-15-00-3158 SCHOOL RESOURCE OFFICER	.00	.00	30,000.00	30,000.00	.0
TOTAL {SEGTITLE[S SOURCE]}	234,608.37	234,608.37	632,000.00	397,391.63	37.1

CITY OF YERINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PAYMENTS IN LIEU OF TAXES</u>					
01-16-00-3140 COUNTY PARKS AGREEMENT	40,000.00	40,000.00	40,000.00	.00	100.0
01-16-00-3141 COUNTY AIRPORT AGREEMENT	4,000.00	4,000.00	4,000.00	.00	100.0
01-16-00-3142 STATE RURAL HOUSING	2,600.00	2,600.00	3,775.00	1,175.00	68.9
01-16-00-3162 LEASE LATE FEES	143.27	143.27	.00	(143.27)	.0
01-16-00-3164 YPT MARIJUANA COMPACT	27,080.11	27,080.11	.00	(27,080.11)	.0
TOTAL {SEGTITLE[S SOURCE]}	73,823.38	73,823.38	47,775.00	(26,048.38)	154.5
<u>FINES AND FORFEITURES</u>					
01-17-00-3146 FINES & FEES	29,184.73	29,184.73	36,000.00	6,815.27	81.1
01-17-00-3147 FORFEITURES	80.00	80.00	.00	(80.00)	.0
01-17-00-3148 BAIL HOLDING	(370.00)	(370.00)	.00	370.00	.0
01-17-00-3149 BAIL BOND FILING FEE	300.00	300.00	.00	(300.00)	.0
01-17-00-3150 JUVENILE PROBATION FEES	75.00	75.00	.00	(75.00)	.0
01-17-00-3165 MC PAYMENT FEES	1,973.84	1,973.84	2,500.00	526.16	79.0
01-17-00-3174 MC CIVIL PENALTIES	5.49	5.49	.00	(5.49)	.0
01-17-00-3176 BLOOD ALCOHOL	160.00	160.00	.00	(160.00)	.0
01-17-00-3177 STATE SCHOOL FUND	(18.67)	(18.67)	.00	18.67	.0
TOTAL {SEGTITLE[S SOURCE]}	31,390.39	31,390.39	38,500.00	7,109.61	81.5
<u>AIRPORT CHARGES FOR SERVICES</u>					
01-18-00-3154 AIRPORT TIEDOWN FEES	760.00	760.00	.00	(760.00)	.0
01-18-00-3155 AIRPORT LEASES	12,072.90	12,072.90	12,000.00	(72.90)	100.6
01-18-00-3156 AIRPORT FUEL SALES	72,123.66	72,123.66	91,500.00	19,376.34	78.8
TOTAL {SEGTITLE[S SOURCE]}	84,956.56	84,956.56	103,500.00	18,543.44	82.1
<u>POLICE CHARGES FOR SERVICES</u>					
01-19-00-3165 ANIMAL LICENSE	194.00	194.00	200.00	6.00	97.0
01-19-00-3166 ANIMAL SHELTER INCOME	1,887.00	1,887.00	1,300.00	(587.00)	145.2
01-19-00-3168 GAMING LICENSES	25.00	25.00	.00	(25.00)	.0
01-19-00-3169 FINGERPRINTING	1,450.00	1,450.00	.00	(1,450.00)	.0
01-19-00-3170 INCIDENT REPORTS	75.00	75.00	.00	(75.00)	.0
01-19-00-3171 POLICE OTHER INCOME	239.37	239.37	18,000.00	17,760.63	1.3
TOTAL {SEGTITLE[S SOURCE]}	3,870.37	3,870.37	19,500.00	15,629.63	19.9

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER REVENUE</u>					
01-20-00-3176 WEED ABATEMENT	(4,276.54)	(4,276.54)	300.00	4,576.54	(1425.
01-20-00-3179 MISC. OTHER INCOME	33,158.85	33,158.85	1,500.00	(31,658.85)	2210.6
01-20-00-3180 PLANNING FEES	7,275.70	7,275.70	2,450.00	(4,825.70)	297.0
01-20-00-3184 OTHER	.00	.00	3,000.00	3,000.00	.0
01-20-00-3185 HIGHLAND TOWERS LEASE	11,300.00	11,300.00	12,000.00	700.00	94.2
TOTAL {SEGTITLE[S SOURCE]}	47,458.01	47,458.01	19,250.00	(28,208.01)	246.5
TOTAL FUND REVENUE	1,688,418.69	1,688,418.69	2,142,029.00	453,610.31	78.8
01-00-00-2490 FUND BALANCE		483,569.85			
TOTAL REVENUE AND CARRY OVER	1,688,418.69	2,171,988.54	2,142,029.00	(29,959.54)	101.4

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAYOR AND COUNCIL</u>					
01-51-11-5110 SALARIES AND WAGES	19,791.31	19,791.31	21,600.00	1,808.69	91.6
01-51-11-6106 WORKERS COMP INSURANCE	786.06	786.06	400.00	(386.06)	196.5
01-51-11-6107 RETIREMENT CONTRIBUTIONS	4,824.05	4,824.05	5,336.00	511.95	90.4
01-51-11-6108 FEDERAL TAXES	491.59	491.59	1,264.00	772.41	38.9
01-51-11-7040 SCHOOLS / CONF / TRAVEL	1,003.40	1,003.40	1,350.00	346.60	74.3
01-51-11-7042 SCHOLARSHIP	.00	.00	500.00	500.00	.0
01-51-11-7065 MAYORS ADMINISTRATIVE EXPENSE	100.00	100.00	500.00	400.00	20.0
TOTAL MAYOR AND COUNCIL	26,996.41	26,996.41	30,950.00	3,953.59	87.2
<u>MGMT & ADMIN</u>					
01-51-14-5110 SALARIES AND WAGES	48,418.76	48,418.76	75,942.00	27,523.24	63.8
01-51-14-5113 PLANNING COMMISSION	775.00	775.00	1,350.00	575.00	57.4
01-51-14-6105 GROUP INSURANCE	4,806.28	4,806.28	6,144.00	1,337.72	78.2
01-51-14-6106 WORKERS COMP INSURANCE	1,918.49	1,918.49	1,798.00	(120.49)	106.7
01-51-14-6107 RETIREMENT CONTRIBUTIONS	13,885.63	13,885.63	14,942.00	1,056.37	92.9
01-51-14-6108 FEDERAL TAXES	755.04	755.04	1,430.00	674.96	52.8
01-51-14-6110 PUBLIC EMPL BENEFITS	1,136.73	1,136.73	1,317.00	180.27	86.3
01-51-14-6112 UNEMPLOYMENT CLAIMS	.00	.00	525.00	525.00	.0
01-51-14-7010 OPERATING SUPPLIES	8.98	8.98	.00	(8.98)	.0
01-51-14-7011 SUPPLIES/SERVICES	16,753.82	16,753.82	10,118.00	(6,635.82)	165.6
01-51-14-7018 BOOKS / PUBLICATIONS / DUES	3,504.33	3,504.33	2,500.00	(1,004.33)	140.2
01-51-14-7020 CODIFICATION REPAIRS/MAINT.	.00	.00	900.00	900.00	.0
01-51-14-7026 LEGAL ADVERTISING	1,281.43	1,281.43	6,800.00	5,518.57	18.8
01-51-14-7029 PROF SVCS - ACCOUNTING	11,450.00	11,450.00	14,000.00	2,550.00	81.8
01-51-14-7030 PROF SVCS - CITY ATTORNEY	28,510.96	28,510.96	17,146.00	(11,364.96)	166.3
01-51-14-7031 PROF SVCS - OUTSIDE COUNSEL	87.50	87.50	3,000.00	2,912.50	2.9
01-51-14-7033 UTILITIES	3,036.02	3,036.02	3,300.00	263.98	92.0
01-51-14-7034 PROF. SVCS BLDG	532.00	532.00	.00	(532.00)	.0
01-51-14-7040 SCHOOLS / CONF / TRAVEL	956.92	956.92	2,500.00	1,543.08	38.3
01-51-14-7041 ELECTRONIC EQUIPMENT MAINT	15,232.10	15,232.10	18,500.00	3,267.90	82.3
01-51-14-7043 EQUIPMENT REPAIRS & MAINT	85.00	85.00	700.00	615.00	12.1
01-51-14-7044 AUTOMOTIVE REPAIRS & MAINT	149.28	149.28	300.00	150.72	49.8
01-51-14-7046 TRASH DISPOSAL	2,924.22	2,924.22	1,500.00	(1,424.22)	195.0
01-51-14-7057 INSURANCE	1,292.01	1,292.01	750.00	(542.01)	172.3
TOTAL MGMT & ADMIN	157,500.50	157,500.50	185,462.00	27,961.50	84.9

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-52-20-5110 SALARIES AND WAGES	441,384.51	441,384.51	496,892.00	55,507.49	88.8
01-52-20-6105 GROUP INSURANCE	38,178.12	38,178.12	45,381.00	7,202.88	84.1
01-52-20-6106 WORKERS COMP INSURANCE	53,177.17	53,177.17	11,728.00	(41,449.17)	453.4
01-52-20-6107 RETIREMENT CONTRIBUTIONS	147,357.58	147,357.58	154,579.00	7,221.42	95.3
01-52-20-6108 FEDERAL TAXES	6,192.97	6,192.97	6,557.00	364.03	94.5
01-52-20-6110 PUBLIC EMPL BENEFITS	9,584.64	9,584.64	25,578.00	15,993.36	37.5
01-52-20-6112 UNEMPLOYMENT CLAIMS	.00	.00	840.00	840.00	.0
01-52-20-7011 SUPPLIES/SERVICES	21,720.30	21,720.30	47,227.00	25,506.70	46.0
01-52-20-7016 PROF. SVCS INVESTIGATIONS	32,167.43	32,167.43	55,000.00	22,832.57	58.5
01-52-20-7018 BOOKS / PUBLICATIONS / DUES	190.00	190.00	500.00	310.00	38.0
01-52-20-7022 UNIFORM ALLOWANCE	8,125.00	8,125.00	7,500.00	(625.00)	108.3
01-52-20-7032 PROF SVCS - MEDICAL	4,266.87	4,266.87	1,500.00	(2,766.87)	284.5
01-52-20-7033 UTILITIES	10,201.25	10,201.25	1,500.00	(8,701.25)	680.1
01-52-20-7040 SCHOOLS / CONF / TRAVEL	3,562.21	3,562.21	3,000.00	(562.21)	118.7
01-52-20-7041 ELECTRONIC EQUIPMENT MAINT	4,780.02	4,780.02	7,000.00	2,219.98	68.3
01-52-20-7043 EQUIPMENT REPAIRS & MAINT	.00	.00	2,500.00	2,500.00	.0
01-52-20-7044 AUTOMOTIVE REPAIRS & MAINT	5,168.86	5,168.86	5,500.00	331.14	94.0
01-52-20-7046 TRASH DISPOSAL	339.40	339.40	500.00	160.60	67.9
01-52-20-7057 INSURANCE	33,000.00	33,000.00	33,000.00	.00	100.0
01-52-20-7088 SPILLMAN POLICE CONTRACT	13,180.77	13,180.77	14,000.00	819.23	94.2
TOTAL POLICE	832,577.10	832,577.10	920,282.00	87,704.90	90.5
<u>FIRE DEPARTMENT</u>					
01-52-21-7002 CONTRACT AGT MV FIRE DEPT	166,503.00	166,503.00	166,503.00	.00	100.0
TOTAL FIRE DEPARTMENT	166,503.00	166,503.00	166,503.00	.00	100.0
<u>MUNI COURT</u>					
01-53-15-5110 SALARIES AND WAGES	22,081.51	22,081.51	29,949.00	7,867.49	73.7
01-53-15-6105 GROUP INSURANCE	4,901.31	4,901.31	6,068.00	1,166.69	80.8
01-53-15-6106 WORKERS COMP INSURANCE	877.09	877.09	1,564.00	686.91	56.1
01-53-15-6107 RETIREMENT CONTRIBUTIONS	6,473.41	6,473.41	9,961.00	3,487.59	65.0
01-53-15-6108 FEDERAL TAXES	318.13	318.13	362.00	43.87	87.9
01-53-15-7011 SUPPLIES/SERVICES	.00	.00	4,600.00	4,600.00	.0
01-53-15-7013 PROF. SVCS INTERPRETER	630.00	630.00	750.00	120.00	84.0
01-53-15-7018 BOOKS / PUBLICATIONS / DUES	75.00	75.00	500.00	425.00	15.0
01-53-15-7031 PROF SVCS - OUTSIDE COUNSEL	6,127.14	6,127.14	12,500.00	6,372.86	49.0
01-53-15-7040 SCHOOLS / CONF / TRAVEL	250.00	250.00	300.00	50.00	83.3
01-53-15-7041 ELECTRONIC EQUIPMENT MAINT	.00	.00	500.00	500.00	.0
01-53-15-7057 INSURANCE	350.00	350.00	350.00	.00	100.0
01-53-15-7131 PROF. SVCS - MUNI COURT JUDGE	21,218.40	21,218.40	24,000.00	2,781.60	88.4
TOTAL MUNI COURT	63,301.99	63,301.99	91,404.00	28,102.01	69.3

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET</u>					
01-54-26-5110 SALARIES AND WAGES	10,701.63	10,701.63	29,952.00	19,250.37	35.7
01-54-26-6105 GROUP INSURANCE	1,285.60	1,285.60	1,707.00	421.40	75.3
01-54-26-6106 WORKERS COMP INSURANCE	410.98	410.98	831.00	420.02	49.5
01-54-26-6107 RETIREMENT CONTRIBUTIONS	2,137.25	2,137.25	6,609.00	4,471.75	32.3
01-54-26-6108 FEDERAL TAXES	265.52	265.52	1,353.00	1,087.48	19.6
01-54-26-7011 SUPPLIES/SERVICES	11,381.89	11,381.89	18,265.00	6,883.11	62.3
01-54-26-7033 UTILITIES	29,984.51	29,984.51	36,000.00	6,015.49	83.3
01-54-26-7040 SCHOOLS / CONF / TRAVEL	.00	.00	1,000.00	1,000.00	.0
01-54-26-7043 EQUIPMENT REPAIRS & MAINT	1,908.42	1,908.42	11,000.00	9,091.58	17.4
01-54-26-7044 AUTOMOTIVE REPAIRS & MAINT	200.69	200.69	.00	(200.69)	.0
01-54-26-7046 TRASH DISPOSAL	.00	.00	300.00	300.00	.0
01-54-26-7053 STREET MAINTENANCE	200.00	200.00	.00	(200.00)	.0
01-54-26-7057 INSURANCE	350.00	350.00	350.00	.00	100.0
01-54-26-7069 STREET LIGHT REPAIR	.00	.00	5,000.00	5,000.00	.0
01-54-26-9059 CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
TOTAL STREET	58,826.49	58,826.49	462,367.00	403,540.51	12.7
<u>AIRPORT</u>					
01-55-27-5110 SALARIES AND WAGES	2,666.66	2,666.66	3,456.00	789.34	77.2
01-55-27-6105 GROUP INSURANCE	331.29	331.29	493.00	161.71	67.2
01-55-27-6106 WORKERS COMP INSURANCE	99.85	99.85	127.00	27.15	78.6
01-55-27-6107 RETIREMENT CONTRIBUTIONS	689.75	689.75	1,080.00	390.25	63.9
01-55-27-6108 FEDERAL TAXES	43.45	43.45	43.00	(.45)	101.1
01-55-27-6112 UNEMPLOYMENT CLAIMS	.00	.00	420.00	420.00	.0
01-55-27-7011 SUPPLIES/SERVICES	17,400.96	17,400.96	3,872.00	(13,528.96)	449.4
01-55-27-7027 PROF SVCS - ENGINEER	3,270.00	3,270.00	200.00	(3,070.00)	1635.0
01-55-27-7033 UTILITIES	2,980.06	2,980.06	2,400.00	(580.06)	124.2
01-55-27-7043 EQUIPMENT REPAIRS & MAINT	6,916.63	6,916.63	5,000.00	(1,916.63)	138.3
01-55-27-7056 AVIATION FUEL PURCHASES	58,499.19	58,499.19	90,000.00	31,500.81	65.0
01-55-27-7057 INSURANCE	2,593.00	2,593.00	2,500.00	(93.00)	103.7
TOTAL AIRPORT	95,490.84	95,490.84	109,591.00	14,100.16	87.1

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & REC</u>					
01-56-35-5110 SALARIES AND WAGES	15,863.04	15,863.04	20,905.00	5,041.96	75.9
01-56-35-6105 GROUP INSURANCE	2,671.14	2,671.14	3,213.00	541.86	83.1
01-56-35-6106 WORKERS COMP INSURANCE	623.24	623.24	875.00	251.76	71.2
01-56-35-6107 RETIREMENT CONTRIBUTIONS	3,821.30	3,821.30	3,447.00	(374.30)	110.9
01-56-35-6108 FEDERAL TAXES	287.02	287.02	670.00	382.98	42.8
01-56-35-6112 UNEMPLOYMENT CLAIMS	.00	.00	525.00	525.00	.0
01-56-35-7011 SUPPLIES/SERVICES	10,129.23	10,129.23	18,750.00	8,620.77	54.0
01-56-35-7033 UTILITIES	6,495.24	6,495.24	9,200.00	2,704.76	70.6
01-56-35-7040 SCHOOLS / CONF / TRAVEL	.00	.00	500.00	500.00	.0
01-56-35-7043 EQUIPMENT REPAIRS & MAINT	767.57	767.57	4,500.00	3,732.43	17.1
01-56-35-7044 AUTOMOTIVE REPAIRS & MAINT	1,108.00	1,108.00	.00	(1,108.00)	.0
01-56-35-7046 TRASH DISPOSAL	6,531.41	6,531.41	4,200.00	(2,331.41)	155.5
01-56-35-7057 INSURANCE	350.00	350.00	350.00	.00	100.0
TOTAL PARKS & REC	48,647.19	48,647.19	67,135.00	18,487.81	72.5
<u>BUILDING DEPT.</u>					
01-57-25-5110 SALARIES AND WAGES	3,943.84	3,943.84	7,816.00	3,872.16	50.5
01-57-25-6105 GROUP INSURANCE	953.05	953.05	400.00	(553.05)	238.3
01-57-25-6106 WORKERS COMP INSURANCE	146.75	146.75	300.00	153.25	48.9
01-57-25-6107 RETIREMENT CONTRIBUTIONS	1,149.69	1,149.69	2,110.00	960.31	54.5
01-57-25-6108 FEDERAL TAXES	56.83	56.83	1,096.00	1,039.17	5.2
01-57-25-7011 SUPPLIES/SERVICES	93.43	93.43	9,125.00	9,031.57	1.0
01-57-25-7018 BOOKS / PUBLICATIONS / DUES	135.00	135.00	500.00	365.00	27.0
01-57-25-7034 PROF. SVCS	20,331.04	20,331.04	31,000.00	10,668.96	65.6
01-57-25-7040 SCHOOLS / CONF / TRAVEL	.00	.00	500.00	500.00	.0
TOTAL BUILDING DEPT.	26,809.63	26,809.63	52,847.00	26,037.37	50.7
<u>ANIMAL</u>					
01-59-35-5110 SALARIES AND WAGES	3,372.01	3,372.01	5,900.00	2,527.99	57.2
01-59-35-6105 GROUP INSURANCE	589.20	589.20	796.00	206.80	74.0
01-59-35-6106 ANIMAL WORKERS COMP	133.91	133.91	1,523.00	1,389.09	8.8
01-59-35-6107 RETIREMENT CONTRIBUTIONS	896.19	896.19	959.00	62.81	93.5
01-59-35-6108 FEDERAL TAXES	47.25	47.25	47.00	(.25)	100.5
01-59-35-6112 UNEMPLOYMENT CLAIMS	.00	.00	525.00	525.00	.0
01-59-35-7011 SUPPLIES/SERVICES	3,524.75	3,524.75	4,800.00	1,275.25	73.4
01-59-35-7033 UTILITIES	3,721.89	3,721.89	2,800.00	(921.89)	132.9
01-59-35-7040 SCHOOLS / CONF / TRAVEL	.00	.00	300.00	300.00	.0
01-59-35-7043 EQUIPMENT REPAIRS & MAINT	732.74	732.74	900.00	167.26	81.4
01-59-35-7044 AUTOMOTIVE REPAIRS & MAINT	59.00	59.00	.00	(59.00)	.0
01-59-35-7046 TRASH DISPOSAL	.00	.00	350.00	350.00	.0
01-59-35-7057 INSURANCE	350.00	350.00	350.00	.00	100.0
TOTAL ANIMAL	13,426.94	13,426.94	19,250.00	5,823.06	69.8

CITY OF YERINGTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	1,490,080.09	1,490,080.09	2,105,791.00	615,710.91	70.8
CURRENT BALANCE	198,338.60	681,908.45	36,238.00	(645,670.45)	1881.8
REVENUE OVER EXPENDITURES - YTD	198,338.60	198,338.60	36,238.00	(162,100.60)	547.3

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

WATER FUND

ASSETS

02-00-00-1102	RESTRICTED CASH-AB 198 CAP IMP	217,981.00
02-00-00-1110	CASH IN BANK	5,245,359.51
02-00-00-1111	ACCTS RECEIVABLE - CUSTOMERS	138,658.50
02-00-00-1112	ACCTS RECEIVABLE - MISC	320.00
02-00-00-1126	ALLOWABLE FOR DOUBTFUL ACCTS	(7,060.16)
02-00-00-1130	ACCTS REC-DUE FROM OTHER GOVTS	9,468.48
02-00-00-1140	INVENTORY	37,416.36
02-00-00-1551	LAND	11,493.00
02-00-00-1552	BUILDINGS	1,475,479.90
02-00-00-1554	VEHICLES	68,558.99
02-00-00-1555	OFFICE EQUIPMENT	82,846.50
02-00-00-1556	OTHER EQUIPMENT	2,810,776.92
02-00-00-1560	WELL DISTRIBUTION SYSTEM	23,323,284.19
02-00-00-1564	CONST-WATER METER PROJECT	113,566.35
02-00-00-1566	WATER LINE EXT. AIRPORT	295,900.00
02-00-00-1575	CIP - USDA PROJECT	82,881.17
02-00-00-1580	CIP WATER REPLACEMENT	1,806,588.04
02-00-00-1700	DEPR RESERVE - BUILDINGS	(262,777.05)
02-00-00-1701	DEPR RESERVE - VEHICLES	(66,790.29)
02-00-00-1702	DEPR RESERVE - EQUIPMENT	(80,352.75)
02-00-00-1703	DEPR RESERVE - MACHINERY	(1,376,029.89)
02-00-00-1704	DEPR RESERVE - DIST SYSTEM	(6,260,987.36)
02-00-00-1800	DEFERRED PENSION INFLOWS	56,414.00
02-00-00-1801	POST VALUATION CONTRIBUTIONS	34,184.00
02-00-00-1802	DEFERRED OPEB OUTFLOWS	9,825.00
	TOTAL ASSETS	<u>27,767,004.41</u>

LIABILITIES AND EQUITY

LIABILITIES

02-00-00-2000	ACCRUED PAYROLL	8,935.07
02-00-00-2010	FICA PAYABLE	12.88
02-00-00-2011	MEDICARE PAYABLE	298.38
02-00-00-2012	FEDERAL INCOME TAX PAYABLE	1,035.59
02-00-00-2013	WORKER'S COMP PAYABLE	3,095.48
02-00-00-2014	ACCRUED OPEB PAYABLE	210,990.00
02-00-00-2023	HOSPITAL INSURANCE PAYABLE	233.52
02-00-00-2024	RETIREMENT PAYABLE	4,483.16
02-00-00-2027	GARNISHMENT PAYABLE	193.13
02-00-00-2200	ACCOUNTS PAYABLE	(196.84)
02-00-00-2203	ACCRUED VACATION	14,423.50
02-00-00-2230	ACCTS PAYABLE - METER DEPOSITS	(219.25)
02-00-00-2350	NET PENSION LIABILITY	514,359.00
02-00-00-2360	DEFERRED PENSION INFLOWS	59,037.00
02-00-00-2361	DEFERRED OPEB INFLOWS	34,864.00
	TOTAL LIABILITIES	851,544.62

FUND EQUITY

CITY OF YERINGTON
BALANCE SHEET
MAY 31, 2020

WATER FUND

UNAPPROPRIATED FUND BALANCE:			
02-00-00-2490 FUND BALANCE	26,898,765.37		
REVENUE OVER EXPENDITURES - YTD	<u>16,694.42</u>		
BALANCE - CURRENT DATE		<u>26,915,459.79</u>	
TOTAL FUND EQUITY			<u>26,915,459.79</u>
TOTAL LIABILITIES AND EQUITY			<u><u>27,767,004.41</u></u>

CITY OF YERINGTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-00-3220 USDA GRANT	.00	.00	9,000,000.00	9,000,000.00	.0
TOTAL (SEGTITLE[S SOURCE])	.00	.00	9,000,000.00	9,000,000.00	.0
<u>CHARGES FOR SERVICES</u>					
02-15-00-3150 LATE FEES	1,850.18	1,850.18	2,000.00	149.82	92.5
02-15-00-3151 WATER METER REPLACEMENT	24,312.11	24,312.11	25,005.00	692.89	97.2
02-15-00-3152 SALE OF WATER	1,129,711.08	1,129,711.08	1,331,752.00	202,040.92	84.8
02-15-00-3156 AIRTOUCH CELL. WTR TANK LEASE	11,232.00	11,232.00	12,000.00	768.00	93.6
02-15-00-3158 WILLOW CREEK BULK	12,089.84	12,089.84	.00	(12,089.84)	.0
02-15-00-3159 MV QUICKNET WTR TANK LEASE	300.00	300.00	.00	(300.00)	.0
02-15-00-3160 HIGHLANDS WIRELESS TANK LEASE	2,420.00	2,420.00	.00	(2,420.00)	.0
02-15-00-3175 ADMIN/HOOKUP FEES	8,512.77	8,512.77	12,100.00	3,587.23	70.4
02-15-00-3179 MISC. OTHER INCOME	533.18	533.18	1,200.00	666.82	44.4
02-15-00-3182 WILLOW CREEK CONTRACT	19,000.00	19,000.00	19,000.00	.00	100.0
02-15-00-3185 CONNECT FEE REVENUE	27,600.00	27,600.00	.00	(27,600.00)	.0
02-15-00-3186 WATER - MATERIAL REVENUE	20.00	20.00	.00	(20.00)	.0
02-15-00-3187 WATER - EQUIPMENT REVENUE	11,244.55	11,244.55	.00	(11,244.55)	.0
02-15-00-3188 WATER - LABOR REVENUE	4,640.00	4,640.00	.00	(4,640.00)	.0
02-15-00-3192 NV COPPER-RESERVATION FEE	43,750.00	43,750.00	87,500.00	43,750.00	50.0
02-15-00-3401 WATER RIGHT REVENUE	11,000.00	11,000.00	1,000.00	(10,000.00)	1100.0
TOTAL (SEGTITLE[S SOURCE])	1,308,215.71	1,308,215.71	1,491,557.00	183,341.29	87.7
TOTAL FUND REVENUE	1,308,215.71	1,308,215.71	10,491,557.00	9,183,341.29	12.5
02-00-00-2490 FUND BALANCE		26,898,765.37			
TOTAL REVENUE AND CARRY OVER	1,308,215.71	28,206,981.08	10,491,557.00	(17,715,424.08)	268.9

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
02-54-25-5110 SALARIES AND WAGES	236,876.76	236,876.76	259,770.00	22,893.24	91.2
02-54-25-5112 SALARIES & WAGES PARTTIME	3,080.00	3,080.00	.00	(3,080.00)	.0
02-54-25-6105 GROUP INSURANCE	29,945.77	29,945.77	43,539.00	13,593.23	68.8
02-54-25-6106 WORKERS COMP INSURANCE	8,604.55	8,604.55	7,514.00	(1,090.55)	114.5
02-54-25-6107 RETIREMENT CONTRIBUTIONS	59,068.45	59,068.45	71,632.00	12,563.55	82.5
02-54-25-6108 FEDERAL TAXES	4,448.17	4,448.17	5,838.00	1,389.83	76.2
02-54-25-6110 PUBLIC EMPL BENEFITS	2,919.23	2,919.23	3,213.00	293.77	90.9
02-54-25-6112 UNEMPLOYMENT CLAIMS	823.50	823.50	2,515.00	1,691.50	32.7
02-54-25-7008 WATER PERMITS	3,688.50	3,688.50	8,000.00	4,311.50	46.1
02-54-25-7011 SUPPLIES/SERVICES	121,350.54	121,350.54	118,581.00	(2,769.54)	102.3
02-54-25-7018 BOOKS / PUBLICATIONS / DUES	1,844.30	1,844.30	2,800.00	955.70	65.9
02-54-25-7026 LEGAL ADVERTISING	.00	.00	1,000.00	1,000.00	.0
02-54-25-7027 PROF. SVCS ENGINEER	12,516.01	12,516.01	11,000.00	(1,516.01)	113.8
02-54-25-7029 PROF SVCS - ACCOUNTING	11,450.00	11,450.00	9,500.00	(1,950.00)	120.5
02-54-25-7030 PROF SERVICES - CITY ATTORNEY	14,511.08	14,511.08	10,000.00	(4,511.08)	145.1
02-54-25-7033 UTILITIES	85,522.68	85,522.68	105,000.00	19,477.32	81.5
02-54-25-7040 SCHOOLS / CONF / TRAVEL	477.62	477.62	1,500.00	1,022.38	31.8
02-54-25-7041 ELECTRONIC EQUIPMENT MAINT	39,755.24	39,755.24	23,000.00	(16,755.24)	172.9
02-54-25-7043 EQUIPMENT REPAIRS & MAINT	32,257.73	32,257.73	33,000.00	742.27	97.8
02-54-25-7044 AUTOMOTIVE REPAIRS & MAINT	5,105.45	5,105.45	7,000.00	1,894.55	72.9
02-54-25-7046 TRASH DISPOSAL	.00	.00	1,000.00	1,000.00	.0
02-54-25-7049 GAS, OIL, GREASE	798.22	798.22	.00	(798.22)	.0
02-54-25-7050 WATER SAMPLES	11,446.91	11,446.91	13,500.00	2,053.09	84.8
02-54-25-7052 WEED ABATEMENT	.00	.00	1,500.00	1,500.00	.0
02-54-25-7055 PROJECT SUPPLIES	14,732.59	14,732.59	.00	(14,732.59)	.0
02-54-25-7057 INSURANCE	22,000.00	22,000.00	22,000.00	.00	100.0
02-54-25-7061 CHLORINE	21,857.00	21,857.00	9,000.00	(12,857.00)	242.9
02-54-25-7068 BAD DEBT EXPENSE	6,370.71	6,370.71	4,500.00	(1,870.71)	141.6
02-54-25-7071 DEPRECIATION EXPENSE	540,100.28	540,100.28	735,635.00	195,534.72	73.4
02-54-25-7074 INTEREST EXPENSE	.00	.00	117,590.00	117,590.00	.0
02-54-25-7086 DOT CDL TESTING	(30.00)	(30.00)	.00	30.00	.0
02-54-25-9029 OPEB	.00	.00	30,000.00	30,000.00	.0
02-54-25-9095 USDA WATER LINE PROJECT EXPENS	.00	.00	9,000,000.00	9,000,000.00	.0
TOTAL EXPENDITURES	1,291,521.29	1,291,521.29	10,659,127.00	9,367,605.71	12.1
TOTAL FUND EXPENDITURES	1,291,521.29	1,291,521.29	10,659,127.00	9,367,605.71	12.1
CURRENT BALANCE	16,694.42	26,915,459.79	(167,570.00)	(27,083,029.79)	16062.
REVENUE OVER EXPENDITURES - YTD	16,694.42	16,694.42	(167,570.00)	(184,264.42)	10.0

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

SEWER FUND

ASSETS

03-00-00-1110	CASH IN BANK	1,153,346.55	
03-00-00-1111	ACCTS RECEIVABLE - CUSTOMERS	106,801.55	
03-00-00-1126	ALLOWANCE FOR DOUBTFUL ACCTS	(10,159.93)	
03-00-00-1130	DUE FROM OTHER GOVERNMENTS	9,365.00	
03-00-00-1551	LAND	10,120.00	
03-00-00-1552	BUILDINGS	19,904.89	
03-00-00-1554	VEHICLES	46,008.50	
03-00-00-1555	OFFICE EQUIPMENT	45,080.25	
03-00-00-1556	OTHER EQUIPMENT	423,632.08	
03-00-00-1561	SEWER FACILITIES	6,012,144.76	
03-00-00-1575	CIP - USDA PROJECT	90,980.83	
03-00-00-1580	CIP SEWER REPLACEMENT	1,611,658.95	
03-00-00-1700	DEPR RESERVE - BUILDINGS	(10,064.20)	
03-00-00-1701	DEPR RESERVE - VEHICLES	(44,239.80)	
03-00-00-1702	DEPR RESERVE - EQUIPMENT	(42,586.50)	
03-00-00-1704	DEPR RESERVE - MACHINERY	(363,605.10)	
03-00-00-1706	DEPR RESERVE - SWR FACILITIES	(3,575,921.97)	
03-00-00-1800	DEFERRED PENSION INFLOWS	45,004.00	
03-00-00-1801	POST VALUATION CONTRIBUTIONS	28,077.00	
03-00-00-1802	DEFERRED OPEB OUTFLOWS	7,967.00	
	TOTAL ASSETS		5,563,513.86

LIABILITIES AND EQUITY

LIABILITIES

03-00-00-2000	ACCRUED PAYROLL	7,410.43	
03-00-00-2010	FICA PAYABLE	12.88	
03-00-00-2011	MEDICARE PAYABLE	245.09	
03-00-00-2012	FEDERAL INCOME TAX PAYABLE	812.46	
03-00-00-2013	WORKER'S COMP PAYABLE	2,563.73	
03-00-00-2014	ACCRUED OPEB PAYABLE	169,889.00	
03-00-00-2023	HOSPITAL INSURANCE PAYABLE	198.35	
03-00-00-2024	RETIREMENT PAYABLE	3,589.13	
03-00-00-2027	GARNISHMENT PAYABLE	139.68	
03-00-00-2200	ACCOUNTS PAYABLE	(196.84)	
03-00-00-2203	ACCRUED VACATION	12,139.86	
03-00-00-2230	SEWER DEPOSIT	(1,814.09)	
03-00-00-2350	NET PENSION LIABILITY	383,730.00	
03-00-00-2360	DEFERRED PENSION INFLOWS	47,094.00	
03-00-00-2361	DEFERRED OPEB INFLOWS	28,271.00	
	TOTAL LIABILITIES		654,084.68

FUND EQUITY

CITY OF YERINGTON
BALANCE SHEET
MAY 31, 2020

SEWER FUND

UNAPPROPRIATED FUND BALANCE:		
03-00-00-2490 FUND BALANCE	4,544,478.18	
REVENUE OVER EXPENDITURES - YTD	<u>364,951.00</u>	
BALANCE - CURRENT DATE		<u>4,909,429.18</u>
TOTAL FUND EQUITY		<u>4,909,429.18</u>
TOTAL LIABILITIES AND EQUITY		<u><u>5,563,513.86</u></u>

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-00-3220 USDA GRANT	.00	.00	9,000,000.00	9,000,000.00	.0
TOTAL {SEGTITLE[S SOURCE]}	.00	.00	9,000,000.00	9,000,000.00	.0
<u>CHARGES FOR SERVICES</u>					
03-15-00-3150 LATE FEES	1,018.14	1,018.14	200.00	(818.14)	509.1
03-15-00-3151 SEWER FEES	975,048.12	975,048.12	1,063,828.00	88,779.88	91.7
03-15-00-3179 MISC. OTHER INCOME	25,308.86	25,308.86	.00	(25,308.86)	.0
03-15-00-3183 WILLOW CREEK CONTRACT	29,000.00	29,000.00	29,000.00	.00	100.0
03-15-00-3185 CONNECT FEE REVENUE	7,600.00	7,600.00	834,000.00	826,400.00	.9
TOTAL {SEGTITLE[S SOURCE]}	1,037,975.12	1,037,975.12	1,927,028.00	889,052.88	53.9
TOTAL FUND REVENUE	1,037,975.12	1,037,975.12	10,927,028.00	9,889,052.88	9.5
03-00-00-2490 FUND BALANCE		4,544,478.18			
TOTAL REVENUE AND CARRY OVER	1,037,975.12	5,582,453.30	10,927,028.00	5,344,574.70	51.1

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
03-54-25-5110 SALARIES AND WAGES	197,381.55	197,381.55	244,142.00	46,760.45	80.9
03-54-25-5112 SALARIES & WAGES PARTTIME	3,080.00	3,080.00	.00	(3,080.00)	.0
03-54-25-6105 GROUP INSURANCE	25,108.90	25,108.90	36,447.00	11,338.10	68.9
03-54-25-6106 WORKERS COMP INSURANCE	7,226.37	7,226.37	15,833.00	8,606.63	45.6
03-54-25-6107 RETIREMENT CONTRIBUTIONS	48,388.78	48,388.78	60,651.00	12,262.22	79.8
03-54-25-6108 FEDERAL TAXES	3,879.34	3,879.34	6,083.00	2,203.66	63.8
03-54-25-6110 PUBLIC EMPL BENEFITS	2,919.15	2,919.15	4,213.00	1,293.85	69.3
03-54-25-6112 UNEMPLOYMENT CLAIMS	823.50	823.50	3,150.00	2,326.50	26.1
03-54-25-7008 SEWER PERMITS	300.00	300.00	4,500.00	4,200.00	6.7
03-54-25-7011 SUPPLIES/SERVICES	88,877.60	88,877.60	33,739.00	(55,138.60)	263.4
03-54-25-7018 BOOKS / PUBLICATIONS / DUES	1,026.29	1,026.29	2,000.00	973.71	51.3
03-54-25-7026 LEGAL ADVERTISING	.00	.00	1,000.00	1,000.00	.0
03-54-25-7027 PROF. SVCS ENGINEER	29,016.99	29,016.99	31,000.00	1,983.01	93.6
03-54-25-7029 PROF SVCS - ACCOUNTING	11,450.00	11,450.00	12,000.00	550.00	95.4
03-54-25-7030 PROF SVCS - CITY ATTORNEY	13,035.03	13,035.03	15,000.00	1,964.97	86.9
03-54-25-7033 UTILITIES	24,626.60	24,626.60	18,000.00	(6,626.60)	136.8
03-54-25-7040 SCHOOLS / CONF / TRAVEL	512.25	512.25	1,000.00	487.75	51.2
03-54-25-7041 ELECTRONIC EQUIPMENT MAINT.	21,877.19	21,877.19	23,000.00	1,122.81	95.1
03-54-25-7043 EQUIPMENT REPAIRS & MAINT	18,419.52	18,419.52	35,000.00	16,580.48	52.6
03-54-25-7044 AUTOMOTIVE REPAIRS & MAINT	6,623.48	6,623.48	16,000.00	9,376.52	41.4
03-54-25-7046 TRASH DISPOSAL	1,965.34	1,965.34	2,000.00	34.66	98.3
03-54-25-7049 GAS, OIL, GREASE	798.22	798.22	.00	(798.22)	.0
03-54-25-7050 SEWER SAMPLES	6,328.51	6,328.51	8,000.00	1,671.49	79.1
03-54-25-7052 WEED ABATEMENT	.00	.00	500.00	500.00	.0
03-54-25-7057 INSURANCE	22,000.00	22,000.00	12,500.00	(9,500.00)	176.0
03-54-25-7061 CHLORINE	4,106.30	4,106.30	4,500.00	393.70	91.3
03-54-25-7068 BAD DEBT EXPENSE	3,216.32	3,216.32	.00	(3,216.32)	.0
03-54-25-7071 DEPRECIATION EXPENSE	130,036.89	130,036.89	180,000.00	49,963.11	72.2
03-54-25-7074 INTEREST EXPENSE	.00	.00	104,402.00	104,402.00	.0
03-54-25-9029 OPEB	.00	.00	20,000.00	20,000.00	.0
03-54-25-9091 CDBG SEWER LINE PROJECT EXP	.00	.00	9,000,000.00	9,000,000.00	.0
TOTAL EXPENDITURES	673,024.12	673,024.12	9,894,660.00	9,221,635.88	6.8
TOTAL FUND EXPENDITURES	673,024.12	673,024.12	9,894,660.00	9,221,635.88	6.8
CURRENT BALANCE	364,951.00	4,909,429.18	1,032,368.00	(3,877,061.18)	475.6
REVENUE OVER EXPENDITURES - YTD	364,951.00	364,951.00	1,032,368.00	667,417.00	35.4

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

FIXED ASSET ACQ

ASSETS

04-00-00-1110	CASH IN BANK		732,001.27	
04-00-00-1111	ACCOUNTS RECEIVABLE	(34,742.31)	
04-00-00-1120	GRANT RECEIVABLE-USDA PD VEHIC	(32,200.00)	
	TOTAL ASSETS			<u>665,058.96</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
04-00-00-2490	FUND BALANCE		758,099.86	
	REVENUE OVER EXPENDITURES - YTD	(93,040.90)	
	BALANCE - CURRENT DATE			<u>665,058.96</u>
	TOTAL FUND EQUITY			<u>665,058.96</u>
	TOTAL LIABILITIES AND EQUITY			<u>665,058.96</u>

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

FIXED ASSET ACQ

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>					
04-15-00-3135 COUNTY SPECIAL CAPITAL PROJECT	(32,200.00)	(32,200.00)	35.00	32,235.00	(92000
TOTAL {SEGTITLE[S SOURCE]}	(32,200.00)	(32,200.00)	35.00	32,235.00	(92000
<u>OTHER REVENUE</u>					
04-17-00-3100 MISC. INCOME	86,297.05	86,297.05	.00	(86,297.05)	.0
04-17-00-3151 SALE OF FIXED ASSETS-AUCTION	.00	.00	13,000.00	13,000.00	.0
04-17-00-3154 PARK - OTHER INCOME OLD	5,018.13	5,018.13	.00	(5,018.13)	.0
TOTAL {SEGTITLE[S SOURCE]}	91,315.18	91,315.18	13,000.00	(78,315.18)	702.4
TOTAL FUND REVENUE	59,115.18	59,115.18	13,035.00	(46,080.18)	453.5
04-00-00-2490 FUND BALANCE		758,099.86			
TOTAL REVENUE AND CARRY OVER	59,115.18	817,215.04	13,035.00	(804,180.04)	6269.4

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

FIXED ASSET ACQ

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
04-20-00-8082	26,581.83	26,581.83	.00	(26,581.83)	.0
04-20-00-8083	37,778.25	37,778.25	.00	(37,778.25)	.0
04-20-00-8084	6,645.00	6,645.00	.00	(6,645.00)	.0
TOTAL DEPARTMENT 00	71,005.08	71,005.08	.00	(71,005.08)	.0
<u>PUBLIC WORKS</u>					
04-25-00-8085	69,356.00	69,356.00	.00	(69,356.00)	.0
TOTAL PUBLIC WORKS	69,356.00	69,356.00	.00	(69,356.00)	.0
<u>DEPARTMENT 00</u>					
04-27-00-9012	11,795.00	11,795.00	.00	(11,795.00)	.0
TOTAL DEPARTMENT 00	11,795.00	11,795.00	.00	(11,795.00)	.0
TOTAL FUND EXPENDITURES	152,156.08	152,156.08	.00	(152,156.08)	.0
CURRENT BALANCE	(93,040.90)	665,058.96	13,035.00	(652,023.96)	5102.1
REVENUE OVER EXPENDITURES - YTD	(164,045.98)	(164,045.98)	13,035.00	177,080.98	(1258.

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

FORFEITURE FUND

ASSETS

06-00-00-1110	CASH IN BANK		1,897.24	
	TOTAL ASSETS			<u>1,897.24</u>

LIABILITIES AND EQUITY

FUND EQUITY

06-00-00-2490	UNAPPROPRIATED FUND BALANCE: FUND BALANCE	1,897.24		
	BALANCE - CURRENT DATE		1,897.24	
	TOTAL FUND EQUITY			<u>1,897.24</u>
	TOTAL LIABILITIES AND EQUITY			<u>1,897.24</u>

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

FORFEITURE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-00-2490 FUND BALANCE		1,897.24			
TOTAL REVENUE AND CARRY OVER	.00	1,897.24	.00	(1,897.24)	.0
CURRENT BALANCE	.00	1,897.24	.00	(1,897.24)	.0

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

MUNI COURT ASSESSMENTS

<u>ASSETS</u>			
07-00-00-1110	CASH IN BANK - MUNI CRT ASSESS		21,523.02
	TOTAL ASSETS		<u>21,523.02</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
07-00-00-2305	ACCTS PAY TO STATE BOND FILING		75.00
	TOTAL LIABILITIES		75.00
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
07-00-00-2490	FUND BALANCE	19,353.86	
	REVENUE OVER EXPENDITURES - YTD	<u>2,094.16</u>	
	BALANCE - CURRENT DATE		<u>21,448.02</u>
	TOTAL FUND EQUITY		<u>21,448.02</u>
	TOTAL LIABILITIES AND EQUITY		<u>21,523.02</u>

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

MUNI COURT ASSESSMENTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>					
07-14-00-3143 ADMIN. ASSESS. FEE	870.22	870.22	2,000.00	1,129.78	43.5
07-14-00-3144 COURT FACILITY FEE	1,224.52	1,224.52	1,500.00	275.48	81.6
07-14-00-3146 DOMESTIC VIOLENCE ASSESSMENT	(.58)	(.58)	.00	.58	.0
TOTAL (SEGTITLE[S SOURCE])	2,094.16	2,094.16	3,500.00	1,405.84	59.8
TOTAL FUND REVENUE	2,094.16	2,094.16	3,500.00	1,405.84	59.8
07-00-00-2490 FUND BALANCE		19,353.86			
TOTAL REVENUE AND CARRY OVER	2,094.16	21,448.02	3,500.00	(17,948.02)	612.8
CURRENT BALANCE	2,094.16	21,448.02	3,500.00	(17,948.02)	612.8
REVENUE OVER EXPENDITURES - YTD	2,094.16	2,094.16	3,500.00	1,405.84	59.8

CITY OF YERINGTON
BALANCE SHEET
MAY 31, 2020

SPECIAL REVENUE FUND

ASSETS

08-00-00-1110	CASH IN BANK	167,101.81	
08-00-00-1111	ACCTS RECEIVABLE	7,832.56	
	TOTAL ASSETS		<u>174,934.37</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
08-00-00-2490	FUND BALANCE	120,644.66	
	REVENUE OVER EXPENDITURES - YTD	54,289.71	
	BALANCE - CURRENT DATE		<u>174,934.37</u>
	TOTAL FUND EQUITY		<u>174,934.37</u>
	TOTAL LIABILITIES AND EQUITY		<u>174,934.37</u>

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANT REVENUE</u>						
08-10-00-3109	ROOM TAXES	92,568.25	92,568.25	75,000.00	(17,568.25)	123.4
08-10-00-3170	ANIMAL SHELTER DONATION	2,490.00	2,490.00	.00	(2,490.00)	.0
	TOTAL {SEGTITLE[S SOURCE]}	<u>95,058.25</u>	<u>95,058.25</u>	<u>75,000.00</u>	<u>(20,058.25)</u>	<u>126.7</u>
	TOTAL FUND REVENUE	<u>95,058.25</u>	<u>95,058.25</u>	<u>75,000.00</u>	<u>(20,058.25)</u>	<u>126.7</u>
08-00-00-2490	FUND BALANCE		120,644.66			
	TOTAL REVENUE AND CARRY OVER	<u>95,058.25</u>	<u>215,702.91</u>	<u>75,000.00</u>	<u>(140,702.91)</u>	<u>287.6</u>

CITY OF YERINGTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2020

SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
08-14-25-8080 ROOM TAX GRANT	23,297.56	23,297.56	62,500.00	39,202.44	37.3
08-14-25-8090 ANIMAL SHELTER EXPENSE-DONATED	2,042.93	2,042.93	.00	(2,042.93)	.0
TOTAL PUBLIC WORKS	25,340.49	25,340.49	62,500.00	37,159.51	40.5
<hr/>					
08-56-35-8080 ROOM TAX STATE REMITTANCE	5,785.51	5,785.51	4,688.00	(1,097.51)	123.4
08-56-35-8081 ROOM TAX COUNTY REMITTANCE	9,642.54	9,642.54	7,813.00	(1,829.54)	123.4
TOTAL DEPARTMENT 35	15,428.05	15,428.05	12,501.00	(2,927.05)	123.4
TOTAL FUND EXPENDITURES	40,768.54	40,768.54	75,001.00	34,232.46	54.4
CURRENT BALANCE	54,289.71	174,934.37	(1.00)	(174,935.37)	17493
REVENUE OVER EXPENDITURES - YTD	54,289.71	54,289.71	(1.00)	(54,290.71)	54289

CITY OF YERINGTON
BALANCE SHEET
MAY 31, 2020

COMPENSATED ABSENCE FUND

ASSETS

11-00-00-1110 CASH IN BANK

23,305.80

TOTAL ASSETS

23,305.80

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

11-00-00-2490 FUND BALANCE

23,305.80

BALANCE - CURRENT DATE

23,305.80

TOTAL FUND EQUITY

23,305.80

TOTAL LIABILITIES AND EQUITY

23,305.80

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

COMPENSATED ABSENCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-00-2490 FUND BALANCE		23,305.80			
TOTAL REVENUE AND CARRY OVER	.00	23,305.80	.00	(23,305.80)	.0
CURRENT BALANCE	.00	23,305.80	.00	(23,305.80)	.0

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

WILLOW CREEK WATER FUND

ASSETS

22-00-00-1110	CASH IN BANK	58,762.33	
22-00-00-1111	ACCTS RECEIVABLE - CUSTOMERS	6,897.87	
	TOTAL ASSETS		65,660.20

LIABILITIES AND EQUITY

LIABILITIES

22-00-00-2202	DUE TO LYON COUNTY	6,083.13	
22-00-00-2230	ACCTS PAYABLE - METER DEPOSITS	7,161.11	
	TOTAL LIABILITIES		13,244.24

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
22-00-00-2490	FUND BALANCE	49,794.60	
	REVENUE OVER EXPENDITURES - YTD	2,621.36	
	BALANCE - CURRENT DATE	52,415.96	
	TOTAL FUND EQUITY		52,415.96
	TOTAL LIABILITIES AND EQUITY		65,660.20

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

WILLOW CREEK WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
22-15-00-3150 LATE FEES	86.50	86.50	.00	(86.50)	.0
22-15-00-3151 WATER METER REPLACEMENT	348.64	348.64	.00	(348.64)	.0
22-15-00-3152 SALE OF WATER	58,918.29	58,918.29	.00	(58,918.29)	.0
22-15-00-3175 ADMIN/HOOKUP FEE	515.53	515.53	.00	(515.53)	.0
TOTAL {SEGTITLE[S SOURCE]}	59,868.96	59,868.96	.00	(59,868.96)	.0
TOTAL FUND REVENUE	59,868.96	59,868.96	.00	(59,868.96)	.0
22-00-00-2490 FUND BALANCE		49,794.60			
TOTAL REVENUE AND CARRY OVER	59,868.96	109,663.56	.00	(109,663.56)	.0

CITY OF YERINGTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

WILLOW CREEK WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
22-54-25-7002 A/P WATER RCPT PMT	56,795.16	56,795.16	.00	(56,795.16)	.0
22-54-25-7068 BAD DEBT EXPENSE	452.44	452.44	.00	(452.44)	.0
TOTAL EXPENDITURES	<u>57,247.60</u>	<u>57,247.60</u>	<u>.00</u>	<u>(57,247.60)</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>57,247.60</u>	<u>57,247.60</u>	<u>.00</u>	<u>(57,247.60)</u>	<u>.0</u>
CURRENT BALANCE	<u>2,621.36</u>	<u>52,415.96</u>	<u>.00</u>	<u>(52,415.96)</u>	<u>.0</u>
REVENUE OVER EXPENDITURES - YTD	<u>2,621.36</u>	<u>2,621.36</u>	<u>.00</u>	<u>(2,621.36)</u>	<u>.0</u>

CITY OF YERINGTON
 BALANCE SHEET
 MAY 31, 2020

WILLOW CREEK SEWER FUND

ASSETS

23-00-00-1110	CASH IN BANK		
23-00-00-1111	ACCTS RECEIVABLE - CUSTOMERS	(28,554.78)
			3,894.23
	TOTAL ASSETS		(24,660.55)

LIABILITIES AND EQUITY

LIABILITIES

23-00-00-2202	DUE TO LYON COUNTY		3,785.79
23-00-00-2230	ACCTS PAYABLE - METER DEPOSITS		2,209.77
	TOTAL LIABILITIES		5,995.56

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
23-00-00-2490	FUND BALANCE	(29,324.36)
	REVENUE OVER EXPENDITURES - YTD	(1,331.75)
	BALANCE - CURRENT DATE	(30,656.11)
	TOTAL FUND EQUITY		(30,656.11)
	TOTAL LIABILITIES AND EQUITY		(24,660.55)

CITY OF YERINGTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

WILLOW CREEK SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
23-15-00-3150 LATE FEES	60.12	60.12	.00	(60.12)	.0
23-15-00-3151 SEWER FEES	37,052.32	37,052.32	.00	(37,052.32)	.0
TOTAL {SEGTITLE[S SOURCE]}	37,112.44	37,112.44	.00	(37,112.44)	.0
TOTAL FUND REVENUE	37,112.44	37,112.44	.00	(37,112.44)	.0
23-00-00-2490 FUND BALANCE		(29,324.36)			
TOTAL REVENUE AND CARRY OVER	37,112.44	7,788.08	.00	(7,788.08)	.0

CITY OF YERINGTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2020

WILLOW CREEK SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
23-54-25-7002 A/P SEWER RCPT PMT	34,534.76	34,534.76	.00	(34,534.76)	.0
23-54-25-7033 UTILITIES	3,523.32	3,523.32	.00	(3,523.32)	.0
23-54-25-7068 BAD DEBT EXPENSE	386.11	386.11	.00	(386.11)	.0
TOTAL EXPENDITURES	38,444.19	38,444.19	.00	(38,444.19)	.0
TOTAL FUND EXPENDITURES	38,444.19	38,444.19	.00	(38,444.19)	.0
CURRENT BALANCE	(1,331.75)	(30,656.11)	.00	30,656.11	.0
REVENUE OVER EXPENDITURES - YTD	(1,331.75)	(1,331.75)	.00	1,331.75	.0

ITEM

#16

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 6/9/2020 - 6/9/2020

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
32430	06/20	06/09/2020	32430	1014 ACE HARDWARE	53120	SUPPLIES	01-52-20-7011	12.59	12.59
Total 32430:									
32431	06/20	06/09/2020	32431	6341 ALDRIDGE, RILEY	60320	SCHOLARSHIP	01-51-11-7042	100.00	100.00
Total 32431:									
32432	06/20	06/09/2020	32432	6342 ARIAS, VANESSA	60320	SCHOLARSHIP	01-51-11-7042	500.00	500.00
Total 32432:									
32433	06/20	06/09/2020	32433	1868 AT & T LONG DISTANCE	60120CH	LONG DISTANCE	03-54-25-7033	10.04	10.04
06/20	06/09/2020	32433	1868 AT & T LONG DISTANCE	60120PW	LONG DISTANCE	03-54-25-7033	03-54-25-7033	.17	.17
06/20	06/09/2020	32433	1868 AT & T LONG DISTANCE	60120PW2	LONG DISTANCE	03-54-25-7033	03-54-25-7033	.66	.66
Total 32433:									
32434	06/20	06/09/2020	32434	6320 B & T SALES & SERVICE, INC.	CIY22420	AVGAS FUEL REPAIR	01-55-27-7011	1,282.46	1,282.46
Total 32434:									
32435	06/20	06/09/2020	32435	1146 CASELLE, INC.	102292	General Ledger Cleanup	03-54-25-7011	650.00	650.00
06/20	06/09/2020	32435	1146 CASELLE, INC.	102544	Support Contract		03-54-25-7011	1,705.00	1,705.00
Total 32435:									
32436	06/20	06/09/2020	32436	1232 D & S WASTE REMOVAL	200531390000	WASTE REMOVAL	01-52-20-7046	1,236.27	1,236.27

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 6/9/2020 - 6/9/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 32436:									
32437	06/20	06/09/2020	32437	1233 D AND M EMERGENCY SVC	6779	SERVICES/ REPAIRS	02-54-25-7044	1,141.11	1,141.11
Total 32437:									
32438	06/20	06/09/2020	32438	6343 DRIVELINE & GEAR SERVICE, INC	102689	SERVICE	02-54-25-7044	359.40	359.40
Total 32438:									
32439	06/20	06/09/2020	32439	1324 FARR WEST ENGINEERING	13630	GENERAL ENGINEERING	02-54-25-7027	444.50	444.50
Total 32439:									
32440	06/20	06/09/2020	32440	1324 FARR WEST ENGINEERING	13728	GIS SERVICES	03-54-25-7027	3,186.50	3,186.50
Total 32440:									
32441	06/20	06/09/2020	32441	1324 FARR WEST ENGINEERING	13629	GENERAL ENGINEERING	01-55-27-7027	168.00	168.00
Total 32441:									
32442	06/20	06/09/2020	32442	1324 FARR WEST ENGINEERING	13616	BUILDING AND PLANNING	01-57-25-7034	1,666.00	1,666.00
Total 32442:									
32443	06/20	06/09/2020	32443	6270 FREEDOM MAILING SERVICES, INC	38392	UTILITY BILLING	03-54-25-7011	830.35	830.35
Total 32443:									

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 6/9/2020 - 6/9/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
32444	06/20	06/09/2020	32444	1383 GRAINGER	9539166281	SUPPLIES	02-54-25-7018	100.68	100.68
Total 32444:									
32445	06/20	06/09/2020	32445	2034 JIM MENESINI PETROLEUM, LLC	160760	FUEL	01-52-20-7011	801.62	801.62
06/20	06/09/2020	32445	2034	JIM MENESINI PETROLEUM, LLC	163757	FUEL	01-52-20-7011	765.85	765.85
Total 32445:									
32446	06/20	06/09/2020	32446	2034 JIM MENESINI PETROLEUM, LLC	163756	FUEL	03-54-25-7011	732.11	732.11
Total 32446:									
32447	06/20	06/09/2020	32447	6344 KIRK, ROBERT	60520	REIMBURSEMENT	01-18-00-3154	56.33	56.33
Total 32447:									
32448	06/20	06/09/2020	32448	1533 LAWSON PRODUCTS	9307590060	SUPPLIES	02-54-25-7044	28.29	28.29
Total 32448:									
32449	06/20	06/09/2020	32449	1566 LYON COUNTY CLERK TREASURER	MAY20WILLO	SEWER PYMTS - WILLO	23-54-25-7002	9,653.75	9,653.75
Total 32449:									
32450	06/20	06/09/2020	32450	1566 LYON COUNTY CLERK TREASURER	MAY2020	GENETIC MARKER	01-00-00-2312	57.83	57.83
Total 32450:									
32451	06/20	06/09/2020	32451	1578 M.F. BARCELLOS INC	53120	FUEL	01-52-20-7011	133.54	133.54

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 32451:									
32452	06/20	06/09/2020	32452	1579 MACHABEE CAPITAL, INC	27838	EQUIPMENT LEASE	01-52-20-7041	260.09	260.09
Total 32452:									
32453	06/20	06/09/2020	32453	1098 MINDEN LAWYERS, LLC	5528	PROFESSIONAL SERVIC	03-54-25-7030	4,963.25	4,963.25
Total 32453:									
32454	06/20	06/09/2020	32454	1965 NDEP - BWPC	4834	ANNUAL REVIEW AND SE	03-54-25-7008	3,829.00	3,829.00
Total 32454:									
32455	06/20	06/09/2020	32455	1902 NV ENERGY	0475438-520	POWER	03-54-25-7033	5,758.11	5,758.11
06/20	06/09/2020	32455	1902 NV ENERGY	0475453-520	0475453-520	POWER	03-54-25-7033	1,838.59	1,838.59
06/20	06/09/2020	32455	1902 NV ENERGY	0475469-620	0475469-620	POWER	02-54-25-7033	641.88	641.88
06/20	06/09/2020	32455	1902 NV ENERGY	0475499-520	0475499-520	POWER	01-54-26-7033	2,871.12	2,871.12
06/20	06/09/2020	32455	1902 NV ENERGY	0475616-520	0475616-520	POWER	01-55-27-7033	2,761.85	2,761.85
06/20	06/09/2020	32455	1902 NV ENERGY	312572-520	312572-520	POWER	23-54-25-7033	235.60	235.60
06/20	06/09/2020	32455	1902 NV ENERGY	317493-520	317493-520	POWER	01-54-26-7033	38.31	38.31
06/20	06/09/2020	32455	1902 NV ENERGY	441484-0620	441484-0620	POWER	01-59-35-7033	22.48	22.48
06/20	06/09/2020	32455	1902 NV ENERGY	513290-520	513290-520	POWER	23-54-25-7033	102.07	102.07
06/20	06/09/2020	32455	1902 NV ENERGY	533954-520	533954-520	POWER	01-55-27-7033	68.25	68.25
06/20	06/09/2020	32455	1902 NV ENERGY	546699-520	546699-520	POWER	03-54-25-7033	79.35	79.35
06/20	06/09/2020	32455	1902 NV ENERGY	706659-520	706659-520	POWER	02-54-25-7033	39.14	39.14
Total 32455:									
32456	06/20	06/09/2020	32456	1527 O'REILLY AUTOMOTIVE STORES	MAY20	PARTS & SUPPLIES	01-52-20-7044	43.97	43.97
Total 32456:									

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 6/9/2020 - 6/9/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
32457	06/20	06/09/2020	32457	1780 PITNEY BOWES	Machine-Quarterly paymen	3311336799	03-54-25-7011	179.10	179.10
Total 32457:									
32458	06/20	06/09/2020	32458	1795 PUBLIC EMP. BENEFITS PROGRAM	POLICE- RETIREE INS. P	60220	01-52-20-6110	1,464.49	1,464.49
Total 32458:									
32459	06/20	06/09/2020	32459	1806 QUILL CORPORATION	OFFICE SUPPLIES	692205	01-52-20-7011	69.99	69.99
Total 32459:									
32460	06/20	06/09/2020	32460	1806 QUILL CORPORATION	OFFICE SUPPLIES	7257168	01-51-14-7011	134.61	134.61
06/20	06/09/2020	32460	1806	QUILL CORPORATION	OFFICE SUPPLIES	72621488	01-51-14-7011	72.95	72.95
Total 32460:									
32461	06/20	06/09/2020	32461	6212 RALEY'S	SUPPLIES	MAY20	01-51-14-7011	20.46	20.46
Total 32461:									
32462	06/20	06/09/2020	32462	1889 SIERRA COMPUTER GROUP	COMPUTER MAINTENAN	40570	03-54-25-7041	1,320.00	1,320.00
06/20	06/09/2020	32462	1889	SIERRA COMPUTER GROUP	COMPUTER MAINTENAN	40668	03-54-25-7041	1,300.00	1,300.00
Total 32462:									
32463	06/20	06/09/2020	32463	1901 SIERRA OFFICE SOLUTIONS	COPIER USAGE	IN539711	03-54-25-7041	232.79	232.79
06/20	06/09/2020	32463	1901	SIERRA OFFICE SOLUTIONS	COPIER USAGE	IN540681	01-52-20-7041	95.81	95.81
Total 32463:									

CITY OF YERINGTON

Check Register - BIG Council report
 Check Issue Dates: 6/9/2020 - 6/9/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
32464									
06/20	06/09/2020	32464	1911	SILVER STATE BARRICADE & SIGN	113532	EQUIPMENT	01-54-26-7011	600.00	600.00
06/20	06/09/2020	32464	1911	SILVER STATE BARRICADE & SIGN	113805	EQUIPMENT	01-54-26-7011	740.00	740.00
Total 32464:									1,340.00
32465									
06/20	06/09/2020	32465	6330	SODERQUIST, KITTY	050120	RESTITUTION CC19006 S	01-00-00-2305	500.00	500.00
Total 32465:									500.00
32466									
06/20	06/09/2020	32466	1938	SOUTHWEST GAS CORP	60120CAL	UTILITIES	02-54-25-7033	65.15	65.15
06/20	06/09/2020	32466	1938	SOUTHWEST GAS CORP	60120CH	UTILITIES	03-54-25-7033	38.56	38.56
06/20	06/09/2020	32466	1938	SOUTHWEST GAS CORP	60120TROW	UTILITIES	01-59-35-7033	63.57	63.57
06/20	06/09/2020	32466	1938	SOUTHWEST GAS CORP	60120TROW2	UTILITIES	02-54-25-7033	42.40	42.40
Total 32466:									209.68
32467									
06/20	06/09/2020	32467	1968	STATE TREASURER'S OFFICE	MAY2020	GEN FUND - STATE	01-00-00-2304	196.89	196.89
Total 32467:									196.89
32468									
06/20	06/09/2020	32468	1886	THATCHER COMPANY OF NEVADA, IN	5059367	WATER TREATMENT PLA	03-54-25-7061	674.90	674.90
06/20	06/09/2020	32468	1886	THATCHER COMPANY OF NEVADA, IN	5059369	WATER TREATMENT PLA	02-54-25-7061	2,443.85	2,443.85
06/20	06/09/2020	32468	1886	THATCHER COMPANY OF NEVADA, IN	5059623	WATER TREATMENT PLA	02-54-25-7061	2,703.85	2,703.85
Total 32468:									5,822.60
32469									
06/20	06/09/2020	32469	2046	USA BLUEBOOK	232714	Supplies	02-54-25-7050	93.40	93.40
06/20	06/09/2020	32469	2046	USA BLUEBOOK	232834	Supplies	03-54-25-7050	175.46	175.46
06/20	06/09/2020	32469	2046	USA BLUEBOOK	238642	Supplies	03-54-25-7050	311.73	311.73
06/20	06/09/2020	32469	2046	USA BLUEBOOK	243860	Supplies	03-54-25-7050	75.02	75.02
Total 32469:									655.61

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 6/9/2020 - 6/9/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
32470	06/20	06/09/2020	32470	2051 VALLEY TIRE & AUTO SERVICE	4042	SERVICES & REPAIRS	01-52-20-7044	17.50	17.50
Total 32470:									
32471	06/20	06/09/2020	32471	6304 WARD, SHANNON	52120	RESTITUTION MT10070 L	01-00-00-2305	63.57	63.57
Total 32471:									
32472	06/20	06/09/2020	32472	6317 WESTERN ENVIRONMENTAL TESTIN	123732	TESTING	02-54-25-7050	102.25	102.25
Total 32472:									
32473	06/20	06/09/2020	32473	2099 XPRESS BILL PAY	48712	EFT TRANSACTIONS	03-54-25-7011	355.60	355.60
Total 32473:									
Grand Totals:									
								63,330.01	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-00-2200	.00	18,168.32	18,168.32
01-00-00-2303	8.19	.00	8.19
01-00-00-2304	68.24	.00	68.24
01-00-00-2305	563.57	.00	563.57
01-00-00-2306	128.65	.00	128.65
01-00-00-2312	12.64	.00	12.64
01-18-00-3154	56.33	.00	56.33
01-51-11-7042	600.00	.00	600.00
01-51-14-6110	109.75	.00	109.75
01-51-14-7011	1,072.72	.00	1,072.72
01-51-14-7030	2,244.67	.00	2,244.67

GL Account	Debit	Credit	Proof
01-51-14-7033	67.58	.00	67.58
01-51-14-7041	950.93	.00	950.93
01-51-14-7046	300.90	.00	300.90
01-52-20-6110	836.80	.00	836.80
01-52-20-7011	1,783.59	.00	1,783.59
01-52-20-7041	355.90	.00	355.90
01-52-20-7044	61.47	.00	61.47
01-52-20-7046	33.94	.00	33.94
01-54-26-7011	1,340.00	.00	1,340.00
01-54-26-7033	2,909.43	.00	2,909.43
01-55-27-7011	1,282.46	.00	1,282.46
01-55-27-7027	168.00	.00	168.00
01-55-27-7033	223.23	.00	223.23
01-56-35-7033	507.96	.00	507.96
01-56-35-7046	647.24	.00	647.24
01-57-25-7034	1,666.00	.00	1,666.00
01-59-35-7033	168.13	.00	168.13
02-00-00-2200	.00	21,661.85-	21,661.85-
02-54-25-6110	258.97	.00	258.97
02-54-25-7011	1,803.74	.00	1,803.74
02-54-25-7018	100.68	.00	100.68
02-54-25-7027	2,037.75	.00	2,037.75
02-54-25-7030	1,214.30	.00	1,214.30
02-54-25-7033	8,423.33	.00	8,423.33
02-54-25-7041	950.93	.00	950.93
02-54-25-7044	1,528.80	.00	1,528.80
02-54-25-7050	195.65	.00	195.65
02-54-25-7061	5,147.70	.00	5,147.70
03-00-00-2200	.00	13,471.42-	13,471.42-
03-54-25-6110	258.97	.00	258.97
03-54-25-7008	3,829.00	.00	3,829.00
03-54-25-7011	1,803.72	.00	1,803.72
03-54-25-7027	1,593.25	.00	1,593.25
03-54-25-7030	1,504.28	.00	1,504.28
03-54-25-7033	2,039.97	.00	2,039.97
03-54-25-7041	950.93	.00	950.93
03-54-25-7046	254.19	.00	254.19
03-54-25-7050	562.21	.00	562.21
03-54-25-7061	674.90	.00	674.90
07-00-00-2200	.00	37.00-	37.00-

GL Account	Debit	Credit	Proof
07-14-00-3147	37.00	.00	37.00
22-00-00-2200	.00	6,217.59-	6,217.59-
22-54-25-7002	6,217.59	.00	6,217.59
23-00-00-2200	.00	3,773.83-	3,773.83-
23-54-25-7002	3,436.16	.00	3,436.16
23-54-25-7033	337.67	.00	337.67
Grand Totals:	63,330.01	63,330.01-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

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

ITEM

#17



Fwd: Thank You and your team

1 message

Robert Switzer <manager@yerington.net>
To: Sheema Shaw <sheema@yerington.net>

Tue, Jun 9, 2020 at 12:55 PM

Let's put a copy of this correspondence in council packets for the next meeting.

Bob

Sent from my iPad

Begin forwarded message:

From: Darren Wagner <darrenw@yerington.net>
Date: June 9, 2020 at 11:26:55 AM PDT
To: John Garry <jgarry@yerington.net>, Robert Switzer <manager@yerington.net>
Subject: Fwd: Thank You and your team

----- Forwarded message -----

From: Byers, Monie <mbyers@lyoncsd.org>
Date: Tue, Jun 9, 2020 at 10:23
Subject: Re: Thank You and your team
To: Dickson, Desoto <ddickson@lyoncsd.org>
CC: <darrenw@yerington.net>

We are fortunate to be working with YPD! Thank you so much, Darren, for all that you and your department do for our school! :)

On Tue, Jun 9, 2020 at 9:01 AM Dickson, Desoto <ddickson@lyoncsd.org> wrote:

Chief Wagner, a good morning just wanted to send a little appreciation letter to you and your fellow officers.

Respectfully
Desoto and Monie

--

Desoto Dickson
Yerington High School Principal
114 Pearl Street
Yerington, Nevada 89447
775-463-6822 (W)
775.463.6828 (F)
ddickson@lyoncsd.org



The mediocre teacher tells. The good teacher explains. The superior teacher demonstrates. The great teacher inspires. -William A. Ward

--

Ms. Monie L. Byers

Assistant Principal

Yerington High School

114 Pearl St.
Yerington, NV 89447

(775)463-6822 | Ext-60305

mbyers@lyoncsd.org



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Darren Wagner

Chief of Police

Yerington Police Department

227 South Main St. Yerington, NV 89447

darrenw@yerington.net

O 775-463-2332

O 775-463-2333

F 775-463-2335

CITY OF YERINGTON

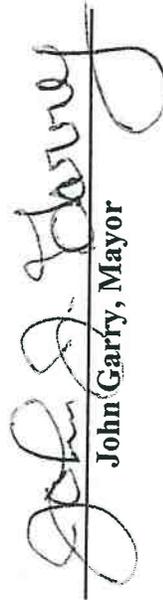
2020 COLLEGE SCHOLARSHIP

The City of Yerington wishes to express its appreciation to *Ms. Vanessa Arias* for her outstanding citizenship, leadership and community involvement in the City of Yerington and the Yerington High School.

Ms. Arias' dedication and commitment to her community and the dedication to her education is exemplary.

Therefore, I, John Garry, Mayor for the City of Yerington extend deep appreciation from the City of Yerington for outstanding performance as the City of Yerington 2020 College Scholarship Participant.

Dated this 10th Day of June 2020


John Garry, Mayor

CITY OF YERINGTON

2020 YOUTH SCHOLARSHIP

The City of Yerington wishes to express its appreciation to *Ms. Riley Aldridge* for her outstanding citizenship, leadership and community involvement in the City of Yerington and the Yerington Intermediate School.

Ms. Aldridge's dedication and commitment to her community and the dedication to her education is exemplary.

Therefore, I, John Garry, Mayor for the City of Yerington extend deep appreciation from the City of Yerington for outstanding performance as the City of Yerington 2020 Youth Scholarship Participant.

Dated this 10th Day of June 2020


John Garry, Mayor